



where possibilities grow

3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021

(404) 296-6489 ♦ WWW.CLARKSTONGA.GOV

Mayor Beverly H. Burks
Councilmembers:

Debra Johnson-Vice Mayor

Awet Eyasu

Yterenickia Bell

Laura Hopkins

Jamie Carroll

Susan Hood

Tammi Saddler Jones, Interim City Manager

CITY COUNCIL WORK SESSION AGENDA

Tuesday, November 28, 2023 - 7:00PM
IN-PERSON/ HYBRID

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENTS

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

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

5. OLD BUSINESS

- A. To discuss a resolution approving a Supplemental Letter Agreement with Davenport & Company, LLC for financial advisory services.

6. NEW BUSINESS

- A. To discuss a resolution approving the Master Services Agreement with Flock Group, Inc. for License Plate Readers (LPR).
- B. To discuss a resolution approving an agreement with Georgia Association of Chiefs of Police (GACP) to provide promotional assessment center services to select an Assistant Police Chief.
- C. To discuss a resolution approving a Service Agreement with Fūsus for cameras.
- D. To discuss an ordinance amending Chapter 10.5 of the Code regarding the regulation of the production of motion pictures, television, and photograph productions.
- E. To discuss an ordinance to adopt the new Chapter 23 of the Clarkston City Code to regulate litter.
- F. To discuss amending the 2023 City Holiday Calendar adding Friday, December 22, 2023, and Friday December 29, 2023, as a City Holiday.
- G. To discuss the proposed 2024 City Council Regular and Work Session Meeting dates and 2024 City Holiday Calendar.
- H. To discuss next steps with the Brockett Triangle Community Garden.
- I. To discuss a resolution activating the Clarkston Downtown Development Authority.
- J. To discuss a resolution authorizing proposed changes to the City Council policies and procedures.

7. EXECUTIVE SESSION

- A. To discuss a real estate matter.

8. ADJOURNMENT

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Work Session at 7:00 p.m. on Tuesday, November 28, 2023. The public may participate in the meeting in-person or by using the following information below:

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_IxKq_MqpQqWhNiqPsvi9mg

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

CITY OF CLARKSTON

ITEM NO: 5A

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discuss

MEETING DATE: November 28, 2023

SUBJECT: Review/ Discuss a resolution approving a Supplemental Letter/Flat Fee Agreement with Davenport & Company, LLC for financial advisory services.

DEPARTMENT: Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages: 2

INFORMATION CONTACT:
Interim City Manager, Tammi Saddler Jones

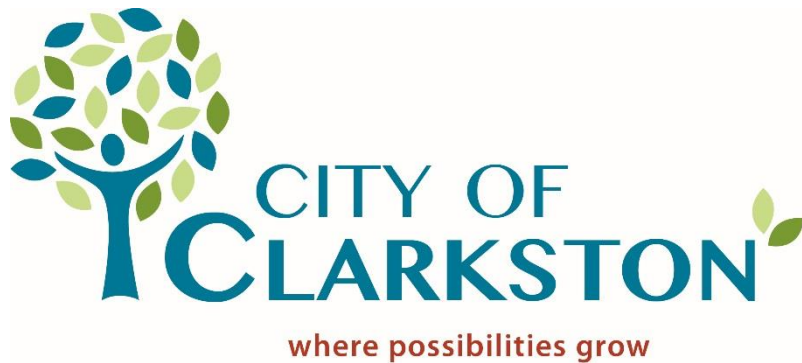
PURPOSE: To discuss a Flat Fee Agreement for professional financial advisory services related to future public financing projects such as potential bond financial arrangements.

NEED/ IMPACT: The City is currently anticipating a new bond financing agreement if the SPLOST II referendum is approved in the November 7th election. Davenport Public Finance has served as our professional advisory firm for financial analysis for financing arrangements since January 2018. They have continually provided updated annual reports, advice, and support to city management and the Mayor and City Council regarding updates on our financials and debt capacity planning since that time.

RECOMMENDATIONS: Staff recommends approval of the Flat Fee Agreement with Davenport Public Finance for professional financial advisory services.

City of Clarkston, Georgia

Discussion Materials



November 28, 2023

Davenport Re-Introduction

City of Clarkston, Georgia

Davenport Re-Introduction

- Davenport & Company LLC (“Davenport”) has served as Financial Advisor to the City of Clarkston, Georgia (the “City”) for nearly 5 years (since 2017).
- The Financial Advisory relationship with the City has been continuously managed by Courtney E. Rogers, Senior Vice President and Manager of Davenport’s Georgia Public Finance practice, A. Ricardo Cornejo, First Vice President and the City’s Engagement Manager, Douglas J. Gebhardt, First Vice President and the City’s Senior Day-to-Day Contact and Christopher B. Holt, Associate Vice President and primary analytical support.
- Since serving as the City’s Financial Advisor, Davenport has had the privilege to serve the City in a variety of engagements and act as a resource to help the City maintain a strong financial condition.
- Davenport has been paid 3 times since the inception of our engagement: First, for the initial comprehensive review and then for both the 2018 and 2020 SPLOST Bond Issuances (all were flat fee agreements, not commissions, and were based upon executed letter agreements).

Background / Overview

Davenport's History with the City of Clarkston



- Davenport, in our capacity as Financial Advisor, has partnered with the City of Clarkston (the “City”) on a number of engagements which included but were not limited to the following:
 - Comprehensive Financial Reviews;
 - Assistance with SPLOST Referenda;
 - Cash Flow Analysis;
 - Development of Plan of Finance(s);
 - Execution of two new money Borrowings;
 - Refinanced outstanding higher interest rate obligations for Debt Service savings;
 - Review of, and recommendations for, City Financial Policies;
 - Briefing books for new City Manager(s);
 - Periodic Market Updates and Interest Rate Trends; and,
 - Served as an extension for City Staff on various financial topics, as necessary.

Financial Advisory Experience

Founded in 1863, Davenport & Company LLC celebrates its 160th consecutive year in business in 2023.

Financial Advisor Transactions*

2018 - 2022

Maryland
Virginia
North Carolina
Georgia

Transactions: 421
Par: \$20.6 Billion



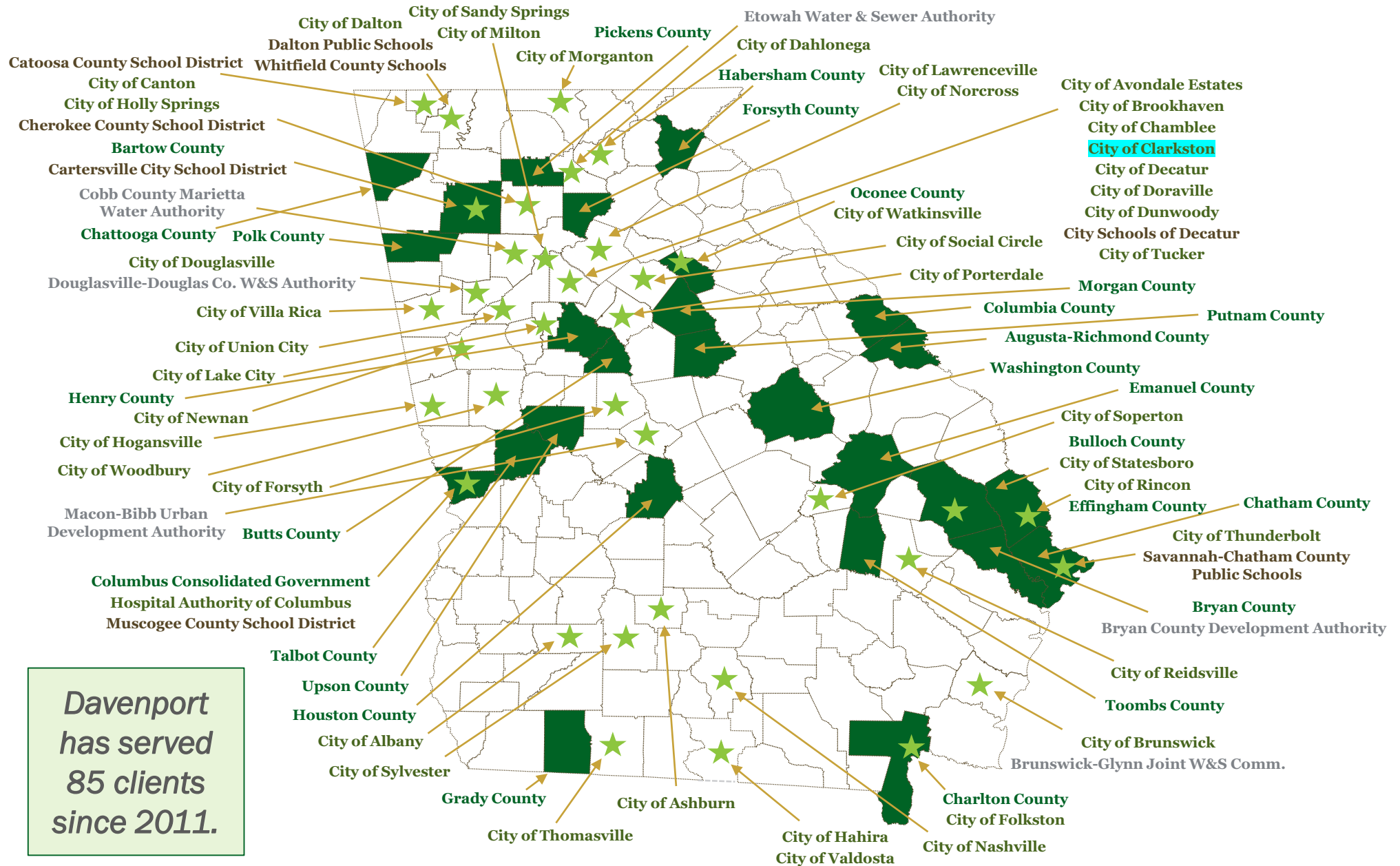
Davenport consistently ranks as the Top Financial Advisor in our primary footprint of Georgia, Maryland, North Carolina and Virginia.

Source: Thomson Reuters.

Note: Financial Advisor Rankings range from 2018-2022.

Note: Data shown is for tax-exempt public bond offerings and does not include bank loans or privately placed transactions.

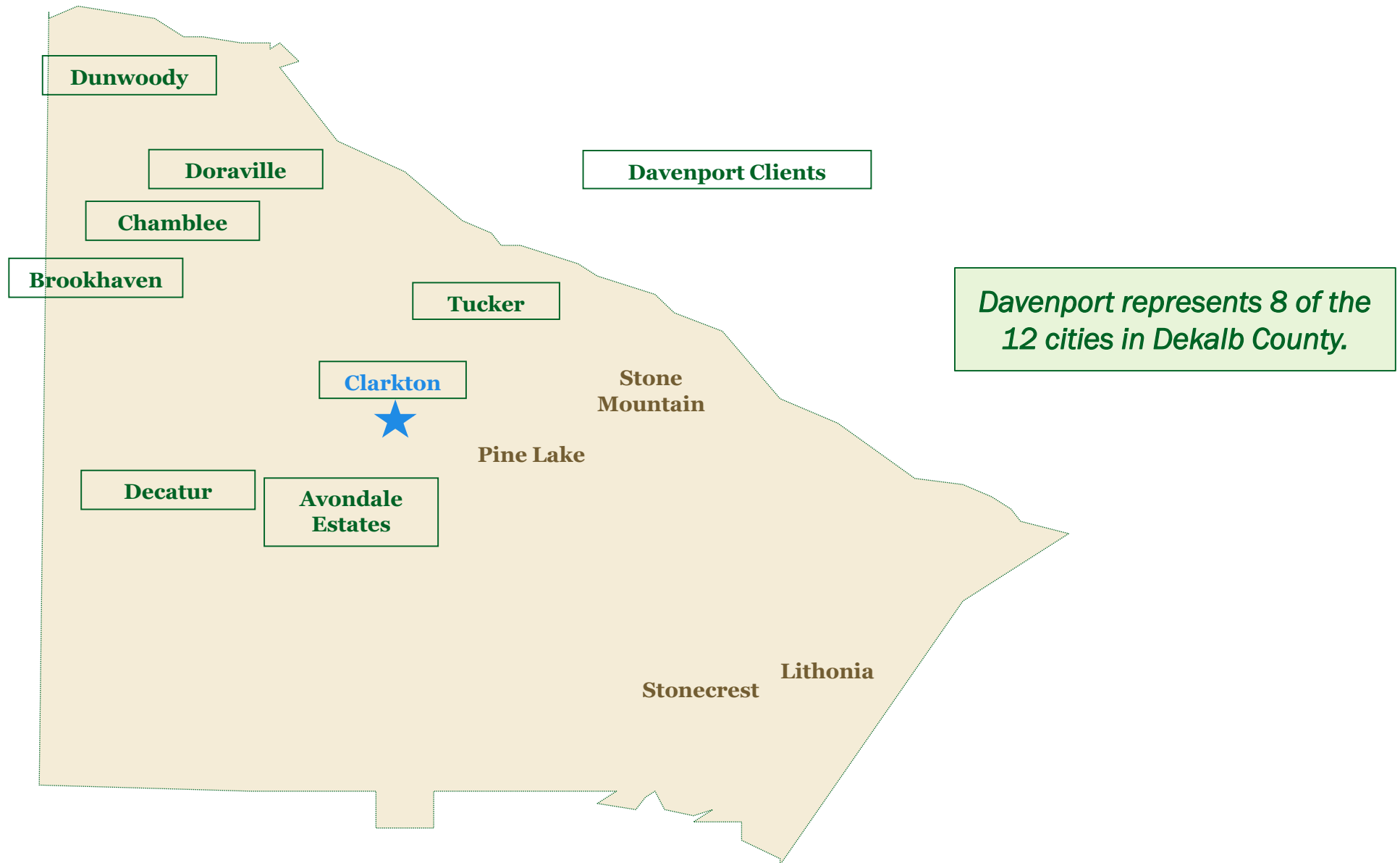
Davenport's Georgia Experience



*Davenport
has served
85 clients
since 2011.*

Note: ★ represents a City/School District/Utility System client(s). Shaded counties indicate County clients.

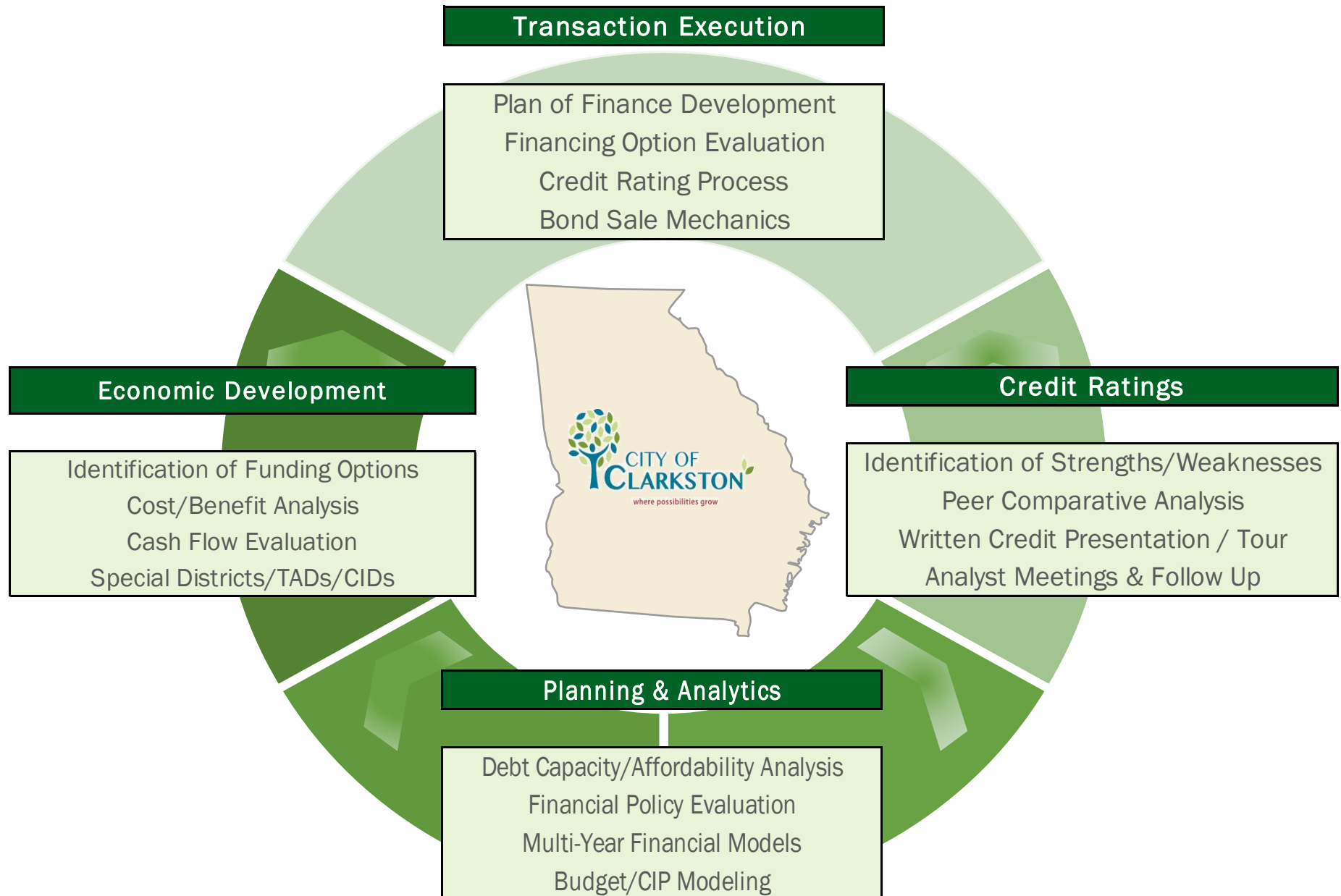
Unparalleled Experience with Dekalb County Cities



Davenport's Role as Financial Advisor

City of Clarkston, Georgia

Financial Advisory Services



Other Select Services

Planning and Analytical Services

- Strategic Planning
 - Financial Policies
 - Alternative Financing Structures
 - Strategic Financial Plan
 - Monitoring Refunding Opportunities
- Analytics
 - Quantitative Analysis
 - Financial Pro Forma
 - Peer Group Comparisons
 - Debt Capacity Analysis
 - Debt Affordability Analysis
 - Debt Structure
 - Debt Management Analysis
 - Computer Simulation Models
 - Cash Management Analytics

Credit Ratings

- Documentation
- Written Credit Presentation
- Comparative Analysis
- Analyst Meetings
- Follow Up
- Review Reports & Commentary

Other Services

- Investment Management
- Comprehensive Financial Review
- Banking Services RFP
- Economic Development Review
- Bond Defeasance
- Referendum Assistance

Transactional Services

- Time Schedule
- Bond Covenants
- Disclosure
- Market Conditions
- Bank Placements
- Method of Sale
- Competitive/Negotiated Sale Mechanics
- Issue Structure
- Mailing Lists
- Pre-Sale Marketing
- Analyze Bids/Pricing
- Post-Sale Analysis
- Closing

Supporting Information for Supplemental Letter Agreement

City of Clarkston, Georgia

Supporting Information for Supplemental Agreement

- In the 2020 Contract, the second paragraph states that additional FA services may be requested, and that we will agree to the Scope of Services and Fee Arrangement that will be memorialized as an addendum to that agreement. Davenport has been operating under that provision.
- During a discussion with the prior City Manager in 2022, we were requested to present our Comprehensive Financial Review again to the City Council at the retreat. Davenport stated that we would need to create a supplemental agreement in order for us to do that.
- Rather than creating another separate letter agreement for the Comprehensive Financial Review alone, knowing that the City had an upcoming SPLOST and other capital / financial needs, the prior City Manager determined that an annual flat fee agreement would be a better option.
- The flat fee agreement would cover that presentation, and all of the other work we typically do in a calendar year. (Note: In that discussion, the Comprehensive Financial Review fee was in the \$12,500-\$15,000 range).
- Essentially, the City would be getting all the extra deliverables beyond the Financial Review at a minimal cost.

Supporting Information for Supplemental Agreement

- Additionally, the thought was the flat fee agreement would allow us to provide our services on an ongoing basis at a known cost, making it easier for budgeting purposes and prevent the need for ongoing letter agreements.
- The hourly rates are only provided in the flat fee agreement so that it can cover something we are requested to do that would be materially outside of the scope of services included in the flat fee agreement.
- Based on August 2022 and subsequent November 2022 meetings with the prior City Manager, in December 2022, Davenport sent the flat fee agreement to the City with the understanding that it would be brought to City Council for approval.
- We presented the Comprehensive Financial Review under the assumption it would be covered by the flat fee agreement. Since then, we've followed up with the City numerous times and were told that our flat fee proposal was still being considered and to continue to hold tight. Essentially, we're requesting that the City ratify the contract that was proposed and agreed upon in principal in December 2022.
- The last time we billed the City for any of our work was in June 2020 for the work related to the SPLOST Bond. For Non-Transactional work from 2018-2022 (approximately 5 years) we provided the City with this advice without requesting compensation. This included a Comprehensive Financial Review that was prepared in March 2020 that was never presented due to COVID. We don't anticipate charging the City for any of that work. However, given that the advice that has been and was being provided to the City was starting to add up, on the direction of the former City Manager we proposed the flat free agreement to cover our work going forward.

Supporting Information for Supplemental Agreement Financial Advisory Services in 2023



- 1) Comprehensive Financial Review presented at February 10th City Council Retreat
 - a. Market Update
 - b. Historical General Fund Operating Results
 - c. Historical Reserves
 - d. Debt Management (Capacity / Affordability)
 - e. Peer Comparison
- 2) SPLOST Referenda Assistance
 - a. Coordinating necessary items with Staff, City Attorney and Bond Counsel
 - b. Developing Cash Flow Model
 - c. Bond Amortization(s) & Debt Service Repayment Estimates
 - d. Review of, and commentary on, the City Resolution's Financial Matters
- 3) General Financial Advice to Finance Director
- 4) Discussion(s) on Financing Options for City Hall
- 5) Discussion(s) on Market Conditions

Supplemental Letter Agreement

City of Clarkston, Georgia

October 26, 2023

Ms. Tammi Saddler Jones
Interim City Manager
City of Clarkston
1055 Rowland Street
Clarkston, GA 30021

Dear Tammi,

This Supplemental Letter Agreement (the “Agreement”) is entered into as of _____, 2023 between the City of Clarkston, Georgia (the “City”) and Davenport & Company LLC (“Davenport”) and is specific to certain financial advisory services provided under the scope herein. The Agreement will serve as a supplemental agreement to our Financial Advisory Agreement dated March 6, 2017.

Scope of Services – Retainer Services:

1. Annually present, to the City Staff and City Council, a State of the City Financial Review to include current and historic financial performances and a peer comparison review;
2. Assist the City in the formulation of Financial and Debt Policies and Procedures. Davenport will periodically review these policies with recommendations for improvement;
3. Assist the City in preparing financial presentations for public hearings and/or referendums;
4. Assist in the development of cash flow models, including SPLOST, to review revenues, expenditures and the impact of potential capital projects on the City's Cash Flow;
5. Provide debt service schedule reflecting varying interest rates, issue size and maturity structures as they are needed for related fiscal planning;
6. Provide a debt capacity/affordability analysis to permit matching of existing and proposed debt service requirements with available resources;
7. Advise the City of pertinent market factors and expected trends including, but not limited to, State and Federal tax legislation implications
8. Review innovative financing options, including but not limited to taxable securities, variable rate products and underwriters' proposals on behalf of the City;
9. Maintain close liaison with Moody's Investors Services, Inc., Standard's & Poor's Corporation, Fitch Investors Services and other applicable credit rating agencies and provide recommended approaches to strengthening the City's credit position in advance of any formal rating discussions;
10. Review the reports of accountants, independent engineers, and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed debt issues; attend all relevant working sessions regarding the preparation, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein;
11. Routinely review the City's debt portfolio for potential refunding opportunities and possible debt service savings; and,
12. If requested, attend City Council meetings and staff meetings.

Compensation:

For the professional services described under Retainer Services, Davenport proposes to be compensated through an annual retainer in the amount of \$20,000.

Additionally, customary direct out of pocket expenses, including mileage at the prevailing federal rate, meals and lodging will be billed at cost. There will be an additional fee equal to four percent (4%) of the Retainer fee amount.

Additional Services:

At the City's discretion, additional Financial Advisory services may be requested from time to time, including investments, economic development projects, financings, and other services. The basis of the compensation for these engagements is anticipated to be hourly, flat fee or other arrangement to be mutually acceptable and agreed upon by the City and Davenport.

Davenport's hourly rates are as follows:

Senior Vice President	\$350
First Vice President	\$325
Vice President	\$300
Associate Vice President	\$275
Analyst	\$250

Term and Termination:

This Agreement shall remain in effect until such time that it is terminated by either party. Either party may terminate this Agreement with 30-day written notice. If any party terminates this Agreement as set forth above, it is understood and agreed that the only amount due to Davenport will be for services provided and expenses incurred through the date of termination.

City of Clarkston, GA

Davenport & Company LLC

Name: Tammi Saddler Jones

Title: Interim City Manager

Date: _____



Ricardo Cornejo

First Vice President

October 26, 2023

CC: Danie Defnall, Finance Director, City of Clarkston

Courtney Rogers, Senior Vice President, Davenport & Company LLC

Douglas Gebhardt, First Vice President, Davenport & Company LLC

Christopher Holt, Associate Vice President, Davenport & Company LLC

Contact Information

Richmond — Headquarters

One James Center
901 East Cary Street,
Suite 1100,
Richmond, Virginia 23219

Courtney Rogers

Senior Vice President

804-697-2902

crogers@investdavenport.com

Ricardo Cornejo

First Vice President

404-865-4040

rcornejo@investdavenport.com

Atlanta Office

515 East Crossville Road
Suite 380
Roswell, Georgia 30075

Christopher Holt

Associate Vice President

404-922-7301

cholt@investdavenport.com

Doug Gebhardt

First Vice President

404-825-9467

dgebhardt@investdavenport.com

Disclaimer



The U.S. Securities and Exchange Commission (the “SEC”) has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC (“Davenport”) has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons,

This material was prepared by public finance, or other non-research personnel of Davenport. This material was not produced by a research analyst, although it may refer to a Davenport research analyst or research report. Unless otherwise indicated, these views (if any) are the author’s and may differ from those of the Davenport fixed income or research department or others in the firm. Davenport may perform or seek to perform financial advisory services for the issuers of the securities and instruments mentioned herein.

This material has been prepared for information purposes only and is not a solicitation of any offer to buy or sell any security/instrument or to participate in any trading strategy. Any such offer would be made only after a prospective participant had completed its own independent investigation of the securities, instruments or transactions and received all information it required to make its own investment decision, including, where applicable, a review of any offering circular or memorandum describing such security or instrument. That information would contain material information not contained herein and to which prospective participants are referred. This material is based on public information as of the specified date, and may be stale thereafter. We have no obligation to tell you when information herein may change. We make no representation or warranty with respect to the completeness of this material. Davenport has no obligation to continue to publish information on the securities/instruments mentioned herein. Recipients are required to comply with any legal or contractual restrictions on their purchase, holding, sale, exercise of rights or performance of obligations under any securities/instruments transaction.

The securities/instruments discussed in this material may not be suitable for all investors or issuers. Recipients should seek independent financial advice prior to making any investment decision based on this material. This material does not provide individually tailored investment advice or offer tax, regulatory, accounting or legal advice. Prior to entering into any proposed transaction, recipients should determine, in consultation with their own investment, legal, tax, regulatory and accounting advisors, the economic risks and merits, as well as the legal, tax, regulatory and accounting characteristics and consequences, of the transaction. You should consider this material as only a single factor in making an investment decision.

The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport.

Version 01/01/2023 CH/DJG/RC/CR

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLARKSTON, GEORGIA APPROVING A SUPPLEMENTAL LETTER
AGREEMENT WITH DAVENPORT & COMPANY, LLC FOR
FINANCIAL ADVISORY SERVICES

* * * * *

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

Section 1. That the City Council executes the Supplemental Letter Agreement with Davenport & Company, LLC for financial advisory services. This agreement will serve as a supplemental agreement to the Financial Advisory Services Agreement dated March 6, 2017. A copy of said supplemental letter agreement is attached to this resolution as "Exhibit A" and is 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

October 26, 2023

Ms. Tammi Saddler Jones
Interim City Manager
City of Clarkston
1055 Rowland Street
Clarkston, GA 30021

Dear Tammi,

This Supplemental Letter Agreement (the “Agreement”) is entered into as of _____, 2023 between the City of Clarkston, Georgia (the “City”) and Davenport & Company LLC (“Davenport”) and is specific to certain financial advisory services provided under the scope herein. The Agreement will serve as a supplemental agreement to our Financial Advisory Agreement dated March 6, 2017.

Scope of Services – Flat Fee Services:

1. Annually present, to the City Staff and City Council, a State of the City Financial Review to include current and historic financial performances and a peer comparison review;
2. Assist the City in the formulation of Financial and Debt Policies and Procedures. Davenport will periodically review these policies with recommendations for improvement;
3. Assist the City in preparing financial presentations for public hearings and/or referendums;
4. Assist in the development of cash flow models, including SPLOST, to review revenues, expenditures and the impact of potential capital projects on the City's Cash Flow;
5. Provide debt service schedule reflecting varying interest rates, issue size and maturity structures as they are needed for related fiscal planning;
6. Provide a debt capacity/affordability analysis to permit matching of existing and proposed debt service requirements with available resources;
7. Advise the City of pertinent market factors and expected trends including, but not limited to, State and Federal tax legislation implications
8. Review innovative financing options, including but not limited to taxable securities, variable rate products and underwriters' proposals on behalf of the City;
9. Maintain close liaison with Moody's Investors Services, Inc., Standard's & Poor's Corporation, Fitch Investors Services and other applicable credit rating agencies and provide recommended approaches to strengthening the City's credit position in advance of any formal rating discussions;
10. Review the reports of accountants, independent engineers, and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed debt issues; attend all relevant working sessions regarding the preparation, review and completion of such independent studies; and provided written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein;
11. Routinely review the City's debt portfolio for potential refunding opportunities and possible debt service savings; and,
12. If requested, attend City Council meetings and staff meetings.

Compensation:

For the professional services described under Flat Fee Services, Davenport will be compensated through a single annual payment in the amount of \$20,000.

Additionally, customary direct out of pocket expenses, including mileage at the prevailing federal rate, meals and lodging will be billed at cost.

Additional Services:

At the City's discretion, additional Financial Advisory services not included in the Flat Fee scope may be requested from time to time, including investments, economic development projects, financings, and other services. The basis of the compensation for these engagements is anticipated to be hourly, flat fee or other arrangement to be mutually acceptable and agreed upon by the City and Davenport.

Davenport's hourly rates are as follows:

Senior Vice President	\$350
First Vice President	\$325
Vice President	\$300
Associate Vice President	\$275
Analyst	\$250

Term and Termination:

The term of this Agreement is January 1, 2023 through December 31, 2023. This Agreement will renew for additional one-year terms unless it is terminated by either party prior to the beginning of a new annual term or modified by the mutual agreement of the parties. Either party may terminate this Agreement by giving notice to the other party prior to the beginning of a new annual term.

City of Clarkston, GA

Davenport & Company LLC



Name: Beverly H. Burks

Ricardo Cornejo

Title: Mayor

First Vice President

Date: _____

October 26, 2023

Approved as to form:


Stephen G. Quinn

CC: Danie Defnall, Finance Director, City of Clarkston
Courtney Rogers, Senior Vice President, Davenport & Company LLC
Douglas Gebhardt, First Vice President, Davenport & Company LLC
Christopher Holt, Associate Vice President, Davenport & Company LLC

One James Center
901 East Cary Street
Suite 1100
Richmond, Virginia 23219
(804)-697-2900

Cumberland Riverwood
3350 Riverwood Parkway
Suite 1900
Atlanta, Georgia 30339
(804)-697-2919

March 6, 2017

Mr. Dan Defnall
Finance Director
City of Clarkston
1055 Rowland Street
Clarkston, Georgia 30021

Dear Dan,

On behalf of Ricardo and Doug, I wanted to thank you for taking time out of your busy schedule to meet with them last week at your office. We are eager to join your team as you move forward on the Streetscapes and City Hall Projects.

As a follow-up to our visit, below please find an outline of the services we propose to provide in the form of a presentation to you and then to the City Council, if appropriate. With the assistance of you and your staff, we believe that such a presentation could be completed within 45-60 days, thus allowing you to know early in the new fiscal year an outside, independent perspective on your relative financial strengths, weaknesses, opportunities, including debt capacity, possible refundings, and challenges.

It is our intent, if selected, to prepare this "Financial Overview", for it to serve as a template for specific City action(s) on multiple fronts. For example, when this information is absorbed, it is intended to provide you with a clearer picture of what financial resources are realistically available for the General Fund and the Utility Funds' multi-year capital needs.

Scope of Services

Development of a Financial Overview (the “Presentation”)

Davenport will complete a Financial Overview for the City’s ongoing General Fund activities and Utility Enterprise Funds. In connection with the Presentation, Davenport will perform the following services:

1. A Historic and Pro-Forma Review of City’s Operational and Debt-Related Activities (i.e. Trend Analysis):
 - Assess the City’s historic financial performance with respect to Operations, debt-related and capital funding activities and fund balances over the past five years in order to determine cash-flow trends and historical fiscal strengths and vulnerabilities.
2. A Debt Profile – A comprehensive debt profile of the City identifying to the extent possible, the City’s obligations broken down by credit type, source of payment, timing and other factors.
3. A Debt Capacity Analysis of the City to determine/provide the City Council with a range and upper limits of the level of debt which the City could prudently undertake, if desired.
4. A Debt Affordability Analysis of the City (i.e. cash flow implications of the undertaking of new debt based upon the above Debt Capacity findings, among other factors.)
5. A Comprehensive Peer Comparison – Written delivery of a comprehensive comparison of the City and other similar localities covering their economic, financial and debt profiles in Georgia and nationally.
6. A Capital Improvement Plan Assessment and Funding Approach – Assist City staff in the development of a multi-year capital improvement funding strategy for tax-supported projects (i.e. General Fund) and revenue supported projects (i.e. Utility Fund). Assess the City’s existing Capital Improvement Plan and provide a series of financial analyses that illustrate a number of funding scenarios for the identified projects. Measure the fiscal impact of individual projects and all projects collectively.
7. Rating Agency Strategy and Funding Implications – Address implications of the Funding Plan(s) for the CIP and Debt Capacity on the City’s Credit Profile. Considering available rating criteria, the characteristics and profile of similar credits, and quantitative analysis of the City, we objectively assess the highest, realistically achievable credit profile. Also, outline a series of recommendations in interacting with the rating agencies on a regular basis as necessary.
8. Review existing Financial Policy Guidelines and provide recommendations for amending and enhancing, where applicable, the City’s current policies in order to best position the City for future, sustainable positive financial performance and rating agency reviews.

DAVENPORT & COMPANY

Mr. Dan Defnall, Finance Director

March 6, 2017

By entering into this agreement, the City is in no way obligated to work with Davenport for any subsequent phases of work. However, to the extent the City requests additional financial advisory services, both parties will work together to develop a supplemental Scope of Services and compensation agreement satisfactory to each party.

Davenport's Relevant Experience

During our visit, we provided you and your staff under separate cover our Firm's Overview and Credentials to serve in the capacity of Financial Advisor to the City. Specifically, our Firm's 150-plus year history includes in excess of 300 local governments served over nearly the past 20 years alone. Importantly, we are well versed in Georgia local government finance. The primary individuals who would serve the City on a day-to-day basis, include Ricardo Comejo, in our Atlanta office, Doug Gebhardt, in our Richmond office, and myself. Combined, this team has over 60 years of municipal finance experience.

Compensation

For professional services described above in the preparation, submittal and presentation to the City, Davenport would be paid \$7,500 following the presentation to the City Council or at such other time as agreed upon by the City and Davenport. Customary out-of-pocket expenses (meals, lodging and mileage) will be billed at cost. Additionally, there will be a 4% charge for indirect costs (phone, computer, printing, binding, etc.) which are not allocable to specific engagements.

Miscellaneous

This agreement shall be governed by and construed in accordance with the laws of the State of Georgia applicable to agreements made and to be fully performed herein.

In closing, we look forward to speaking with you in the near future about the Financial Overview and a more detailed timetable for action. Please acknowledge acceptance of these terms by signing in the spaces provided below and returning two originals of this letter to Davenport. Please do not hesitate to call us if you have any question or need additional information.

All my best,



Courtney E. Rogers
Senior Vice President
Public Finance

City of Clarkston, Georgia



Name

City Manager

Title

May 1, 2017

Date

DAVENPORT & COMPANY

SINCE 1863

MEMBER: NYSE • FINRA • SIPC

This **LETTER AGREEMENT** (this "Letter Agreement") is entered into as of January 25, 2018 between **CITY OF CLARKSTON, GEORGIA** (the "City") and **DAVENPORT & COMPANY LLC** ("Davenport"), and is specific as to certain financial advisory services related to bonds being issued by the City in 2018 for the General Obligation Sales Tax Bond (the "2018 Sales Tax Bond Financing").

In accordance with Rule G-23 of the Municipal Securities Rulemaking Board, Davenport is required to have a written agreement with the City disclosing the financial advisory services it will provide and the basis of its compensation.

In connection with the 2018 Sales Tax Bond Financing, Davenport will perform the following services, amongst others, as desired by the City:

1. Review the terms, conditions and structure of a proposed debt offering undertaken by the City and provide suggestions, modifications and enhancements where appropriate.
2. Review all documentation, including resolutions, related to each debt issue and make recommendations as appropriate.
3. Prepare and send a Request for Proposal out to local, regional and national banking institutions seeking the most cost effective funding.
4. Analyze request for proposal results and various amortization options; create preliminary and final financing sizing and debt service schedules.
5. Attendance at all working group meetings with City staff, bond counsel and other consultants to the City, as requested.
6. Resolve potential business and legal issues with the proposers.
7. Compare funding options for best value taking into account including but not limited to the following: interest rate, timing of financing, credit structure, prepayment provisions and terms and conditions.
8. Review results with the City Council / Staff as needed and make recommendations to the City to accept or reject proposals.
9. Review of closing documentation.
10. Coordination of closing activities.

For items 1 through 10 in connection with the 2018 Sales Tax Bond Financing, based upon the work accrued to date and work expected from this agreement through completion of this transaction, Davenport will charge a financial advisory fee in the amount not to exceed \$40,000 exclusive of expenses. Davenport will also be reimbursed for all direct out-of-pocket expenses (e.g. mileage, lodging, meals and postage) at cost and will receive an amount equal to 4% of the fee amount for all indirect expenses (phone, fax, computer and printing/presentation materials).

The City or Davenport may terminate this agreement at any time upon thirty (30) days written notice without cause. Davenport will be reimbursed for services provided and expenses incurred prior to termination.

CITY OF CLARKSTON, GEORGIA

DAVENPORT & COMPANY LLC

By: Keith Barker
Keith Barker
City Manager

By: Ricardo Cornejo
Ricardo Cornejo
First Vice President

DAVENPORT & COMPANY

SINCE 1863

MEMBER: NYSE • FINRA • SIPC

This **LETTER AGREEMENT** (this “Letter Agreement”) is entered into as of May 22, 2020 between **CITY OF CLARKSTON, GEORGIA** (the “City”) and **DAVENPORT & COMPANY LLC** (“Davenport”), and is specific as to certain financial advisory services related to bonds being issued by the City in 2020 for the General Obligation Sales Tax Bond (the “2020 Sales Tax Bond Financing”).

At the City’s discretion, additional Financial Advisory services may be requested from time to time, including other capital projects, investments, additional financings, and other services. At the time of such request for additional services, the City and Davenport will agree on a Scope of Services and Fee Arrangement that will be memorialized as an addendum to this Agreement.

In accordance with Rule G-23 of the Municipal Securities Rulemaking Board, Davenport is required to have a written agreement with the City disclosing the financial advisory services it will provide and the basis of its compensation.

In connection with the 2020 Sales Tax Bond Financing, Davenport will perform the following services, amongst others, as desired by the City:


1. Review the terms, conditions and structure of a proposed debt offering undertaken by the City and provide suggestions, modifications and enhancements where appropriate.
2. Review all documentation, including resolutions, related to each debt issue and make recommendations as appropriate.
3. Prepare and send a Request for Proposal out to local, regional and national banking institutions seeking the most cost effective funding.
4. Analyze request for proposal results and various amortization options; create preliminary and final financing sizing and debt service schedules.
5. Attendance at all working group meetings with City staff, bond counsel and other consultants to the City, as requested.
6. Negotiate terms and conditions with bidders.
7. Compare funding options for best value taking into account including but not limited to the following: interest rate, timing of financing, credit structure, prepayment provisions and terms and conditions.
8. Review results with the City Council / Staff as needed and make recommendations to the City to accept or reject proposals.
9. Review of closing documentation.
10. Coordination of closing activities.

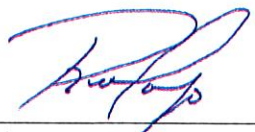
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The City or Davenport may terminate this agreement at any time upon thirty (30) days written notice without cause. Davenport will be reimbursed for services provided and expenses incurred prior to termination.

CITY OF CLARKSTON, GEORGIA

DAVENPORT & COMPANY LLC

By: 
Name: Robin I. Gomez
Title: City Manager

By: 
Ricardo Cornejo
First Vice President

CITY OF CLARKSTON

ITEM NO: 6A

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: November 28, 2023

SUBJECT: Review/Discuss a resolution approving the Master Services Agreement with Flock Group, Inc. for License Plate Readers (LPR).

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT: Chief Christine Hudson
PHONE NUMBER: (404) 296-6489

PURPOSE: To discuss a resolution approving the Master Services Agreement with Flock Group, Inc. for License Plate Readers (LPR).

NEED/ IMPACT: Flock Group, Inc. offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to the City of Clarkston. This is a 5-year agreement which will keep the City's cost at \$2,500 per camera, which Clarkston currently has 17 cameras. The total cost is \$42,500.

RECOMMENDATION: N/A

Flock Safety + GA - Clarkston PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
John Watson
john.watson@flocksafety.com
678-210-8524

flock safety



EXHIBIT A
ORDER FORM

Customer: GA - Clarkston PD
Legal Entity Name: GA - Clarkston PD
Accounts Payable Email: rgomez@cityofclarkston.com
Address: 1055 Rowland St Clarkston, Georgia 30021

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$42,500.00
Flock Safety Flock OS			
FlockOS TM	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	17	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$42,500.00
Annual Recurring Subtotal:	\$42,500.00
Discounts:	\$42,500.00
Estimated Tax:	\$0.00
Contract Total:	\$212,500.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$42,500.00
Annual Recurring after Year 1	\$42,500.00
Contract Total	\$212,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$42,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: GA - Clarkston PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 13 day of October 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("**Retention Period**"). Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as "**Support Services**").

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

CITY OF CLARKSTON

ITEM NO: 6B

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: November 28, 2023

SUBJECT: Review/Discuss a resolution approving an agreement with Georgia Association of Chiefs of Police (GACP) to provide promotional assessment center services to select an Assistant Police Chief.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT: Chief Christine Hudson
PHONE NUMBER: (404) 296-6489

PURPOSE: To discuss a resolution approving an agreement with Georgia Association of Chiefs of Police (GACP) to provide promotional assessment center services to select an Assistant Police Chief.

NEED/ IMPACT: The City of Clarkston and GACP will enter into an agreement to conduct an assessment center to select an Assistant Police Chief for the City of Clarkston.

RECOMMENDATION: N/A

Georgia Association of Chiefs of Police



2023-2024

President
MARK SCOTT
Americus P.D.

1st Vice President
SCOTT GRAY
Fayetteville P.D.

2nd Vice President
ANITA ALLEN
Albany State University P.D.

3rd Vice President
TY MATTHEWS
Roberta P.D.

4th Vice President
TONY LOCKARD
Gwinnett County Schools P.D.

Immediate Past President
ALAN ROWE
Valdosta State University P.D.

Chair of
District Representatives
MICHAEL PERSLEY
Albany P.D.

General Counsel
RICHARD A. CAROTHERS
Atlanta

Executive Director
A.A. "BUTCH" AYERS

Visit Our Website At:
www.gachiefs.com

Accenting Professional Law Enforcement Management Through Training

November 20, 2023

Chief Christine A. Hudson
Clarkston Police Department
3921 Church Street
Clarkston, GA 30021

Dear Chief Hudson:

On behalf of the Georgia Association of Chiefs of Police (GACP), thank you for allowing me to submit this proposal to provide promotional assessment center services to select an assistant chief.

The Assessment Center Process

The testing will be conducted at the GACP office in Duluth. All candidates seeking the position will be evaluated based upon at least four measurable dimensions. The process includes:

- ▶ The services of the placement and promotional testing company, Morris and McDaniel, Inc. This company uses an advanced "In-Basket" test commonly known as the MORMAC.
- ▶ The written exercise will require the candidates to provide a written response to a complex police management scenario. This exercise will be evaluated by a panel of officers serving in the same, or higher, rank than Assistant Chief and from communities that are a similar in size to Clarkston.
- ▶ The oral interview portion of the assessment center will be video recorded. Three to four evaluators, all of whom are employed in law enforcement in the same, or higher, rank of Assistant Chief, and from communities that are a similar in size to Clarkston, will be utilized to assess each candidate's performance.
- ▶ A complete numerical evaluation of each candidate's performance.

Our proposed fee for the above services would be \$6,500.00. In the event more than eight candidates are tested, additional fees of \$850 per candidate may be assessed.

Background Investigation

The Georgia Association of Chiefs of Police (GACP) has entered into an agreement with the Georgia Bureau of Investigation (GBI) in reference to conduct a

comprehensive background investigation on the top two or three candidates as selected after final interview by the City of Clarkston. If the City of Clarkston decides they wish for these background investigations to be completed there will be a fee of \$1,000 per candidate for each background conducted.

This is a highly recommend but optional service that is offered in reference to all police chief promotional assessment centers. **Please indicate below whether you wish for these background investigations to be conducted as a part of this assessment process by initialing one of the choices below.**

YES _____ NO _____

Additional Requirements

Besides the fees stated above and as a condition to our conducting the assessment center on its behalf, the city must agree to this provision:

GACP will require indemnification by the city which will require an authorized representative of your city government to sign a copy of this letter after reviewing the correspondence.

Without relinquishing its rights to governmental immunity, the City of Clarkston, to the extent permitted by Georgia law, will indemnify, and hold harmless GACP from all claims and rights of action which arise out of the assessment process, provided this indemnity shall not extend to any willful acts of GACP.

If these terms are acceptable to the city, please sign this agreement and e-mail it to avers@gachiefs.com, or mail via U.S. Postal Service to:

Georgia Association of Chiefs of Police
3500 Duluth Park Lane, Suite 700
Duluth, GA 30096.

The original copy of your signature must be returned to the GACP office.

Special Projects Coordinator Michael Wilkie will be contacting you to request any other GACP needs. If you wish to directly contact Michael Wilkie, his email address is operations@gachiefs.com.

Respectfully,



A.A. Ayers
Executive Director

As an official of the City of Clarkston, I agree to the substance of this three-page document regarding the conducting of an Assessment Center for the position of Chief of Police by the GACP and/or their representatives.

Signature

Date

Printed Name & Title of Authorizing Official

Please find a list of the steps the Georgia Association of Chiefs of Police typically follow when conducting a police chief promotional assessment center. If you have any questions regarding this process, please do not hesitate to give me a call.

1. City of Clarkston and GACP enter into an agreement to conduct an assessment center.
2. Receive job announcement/job description from the City of Clarkston to review prior to advertising the job opening. The job announcement will be advertised on the GACP website as well as send broadcast message to the association membership announcing the position. Job opening is normally advertised for 30 days. GACP can provide a short list of other sites the city may wish to advertise to ensure maximum coverage and diversity.
3. After the advertising period has concluded the City of Clarkston will forward all applications received to GACP for evaluation. GACP staff will review and rate the qualifications of each candidate.
4. Once this review is complete, GACP staff will schedule a video conference with City of Clarkston representative(s) to review all of the applicants and provide an opportunity for the city to decide who and how many applicants will participate in the assessment center. (We normally recommend testing at least 8 candidates to have a good pool to move forward with after testing.) This process is just to identify those candidates who are the 'best qualified' to participate in the selection process. The assessment center will objectively identify the best qualified individuals. The city must determine which of the qualified candidates will be the 'best fit' for your community. This best determined through interviews by City of Clarkston representatives.
5. Once the date for the assessment center is determined, GACP will send invitations to each of the candidates selected to participate in the assessment center.
6. Conduct the promotional assessment center. A determination will need to be made as to the location of the testing. We typically prefer to have this conducted at the GACP office for a number of reasons. First, we require multiple staff to participate in varying portions of the testing processes. Second, our testing materials and equipment (laptop computers) do not have to be moved. Third, it provides a secure location to conduct the various testing processes without noise distractions as well as outside parties seeking to identify candidates participating in the process.
7. The assessment center is composed of three components:
 - In-Basket Exam – This is a 3-hour, 45 minute paper and pencil exam.
 - Written Exercise – The candidates are provided with a scenario and 90 minutes to prepare a written response describing how they would address the issue. Each candidate is provided a laptop computer to prepare their response.
 - Oral Interview – Each candidate participates in a video recorded interview where they respond to 10 questions outlining how they would address issues related to providing police services to the city of Clarkston.
8. All MORMAC, written testing materials and oral interviews will be graded. Oral interview interviews and written exercises are graded by a panel of police chiefs from cities the approximate size as Clarkston. Typically, these interviews are conducted approximately one week after testing at the GACP office. The MORMAC exam answer sheets are forwarded to Morris and McDaniel Inc. in Arlington, Virginia to be graded.

9. When all of the scores have been received and tabulated, they will be provided to the City of Clarkston.
10. City of Clarkston will conduct interviews with their final selected candidates. We recommend 4 to 5 candidates be invited to be interviewed in the event one or more drop out of the process. It also enables the City to avoid being required to release the names of the final candidates to the media.
11. GACP highly recommends, at a minimum, that a background investigation be conducted of the final candidate. GACP contracts with the Georgia Bureau of Investigation to conduct these investigations for the fee of \$1,000 per candidate.
12. Cost to conduct the assessment is \$850 per candidate. There may be additional cost for GACP staff to conduct the assessment on-site.

CITY OF CLARKSTON

ITEM NO: 6C

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: November 28, 2023

SUBJECT: Review/Discuss a resolution approving a Service Agreement with Fūsus for cameras to be purchased using the Public Safety and Community Safety Reduction Grant.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT: Chief Christine Hudson
PHONE NUMBER: (404) 296-6489

PURPOSE: To discuss a resolution approving a Service Agreement with Fūsus for cameras to be purchased using the Public Safety and Community Safety Reduction Grant.

NEED/ IMPACT: Fūsus will provide a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. Further, the platform is tied to a community-facing website portal for video camera registry, providing a tool for identifying the location of cameras in proximity to incidents, as well as a means for efficient outreach to collect recorded video and image files from camera owners both public and private.

RECOMMENDATION: N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA APPROVING A SERVICE AGREEMENT WITH FUSUS FOR CAMERAS.

* * * * *

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

Section 1. That the City Council executes the service agreement with Fūsus to provide a platform to view public and community video sources for incident situation awareness and investigations. Fūsus will provide a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. A copy of said agreement is attached to this resolution as “Exhibit A” and is incorporated herein for all purposes.

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

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A



November 22, 2023

Chief Christine Hudson
Clarkston Police Department
3291 Church Street
Clarkston, GA 30021

Subject: Service Agreement Proposal

Dear Chief Hudson,

Fusus is honored that the Clarkston Police Department is considering our organization to support its community safety initiatives by providing a platform to view public and community video sources for incident situational awareness and investigations.

Fusus will provide a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. Further, the platform is tied to a community-facing website portal for video camera registry, providing a tool for identifying the location of cameras in proximity to incidents, as well as a means for efficient outreach to collect recorded video and image files from camera owners both public and private.

This Service Agreement Proposal and related software subscription will become effective upon signing and continue for Forty-Eight (48) months.

1. Initial Scope of Work: The following fusus Pro Package software and associated hardware will be delivered and installed as part of this agreement.
 - a. fususONE™: Initial setup, access and training of users to include up to 500 data points and 500 public/private video feeds
 - b. fususCORE™: Installation and setup of:
 - i. Fifteen (15) fususCORE Pro™ Appliances
 - ii. One (1) fususCORE Elite AI™ Appliance
 - c. fususREGISTRY™: Creation of a custom website portal for community members to register privately owned cameras
 - d. fususVAULT™: Implementation of a CJIS compliant evidence vault for the storage of up to 5TB of videos and still images captured via the fususONE™ platform
 - e. fususOPS™: Implementation of the Fusus smart-phone app which provides viewing of live camera feeds and setting up and transmitting the location of teams for special events and critical incident management
 - f. fususANALYTICS™: Implementation of the Fusus crime and incident heat mapping and analysis platform
 - g. fususCONNECT Call-Out: One (1) month fusus call-out to businesses within the jurisdiction to assist with camera registration and integration
 - h. fususCONNECT Microsite: Development of an agency specific website landing page to assist with building camera registration and integration of community video assets
 - i. Remote Configuration of fusus Core(s)
 - j. Integration of all current and future video feeds
 - k. Integration of Computer Aided Dispatch, AVL, drone feeds, covert cameras, and license plate readers as required
 - l. Compass Security Camera Solution. Total Cost: \$86,500.00
 - i. See Exhibit B for Details

Note: fūsus™ will provide continuing data and IoT integrations at no additional charge for the life of the agreement

2. Payment and Subscription Terms:

a. Payment 1: Due Upon Contract Signing	\$161,500
b. Payment 2: Due Upon 1 st Anniversary of Contract Signing	\$75,000
c. Payment 3: Due Upon 2 nd Anniversary of Contract Signing	\$75,000
d. Payment 4: Due Upon 3 rd Anniversary of Contract Signing	\$75,000

Invoices for payments 2, 3 and 4 will be sent 60 days prior to their respective due dates.

Note: Additional fūsusCORE™ appliances may be purchased for the following per unit price schedule.

a. CORE Lite:	\$200/each
b. CORE Lite Extended:	\$300/each
c. CORE Pro:	\$600/each
d. CORE Pro Extended:	\$1,000/each
e. CORE Elite:	\$4,000/each
f. CORE Elite AI:	\$5,000/each

3. Bill of Materials Included with the Service: As part of the annual subscription price, each system will include the following:

- a. fūsusONE™ SaaS
- b. Unlimited video alerts, access, and video download
- c. fūsusCORE™ warranty and technical support for the life of the agreement
- d. Unlimited fūsusOPS Application for Android and iOS Devices

Subscription to fūsusONE™ includes all the following:

- a. Unlimited Users for Your Agency to fūsusONE™ – Real-Time Crime Center in the Cloud
- b. Unlimited Access for Your Agency to the fūsusONE™ Dashboard
- c. Floorplan Integration for designated locations in fūsusONE™
- d. Ongoing Integration Services with the CAD System
- e. Installation and Technical Phone Support
- f. Provide a Full Solution Warranty for the Life of the Agreement
- g. Live U.S.-Based Phone Technical Support for the Life of the Agreement

4. Technical Requirements:

- a. Camera live-sharing compatibility will be assessed for each location before CORE delivery.
- b. The customer will designate a primary POC for the deployment of the fūsus™ solution.
- c. Minimum network speed of .5 mb/s for live video sharing will be required for each CORE location.

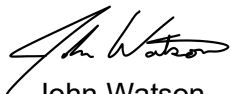
5. Terms and Conditions:

The use of and access to fūsus™ products and services is subject to the fūsus™ Terms of Service found at <https://www.fusus.com/fusus-terms-of-service>.

The Termination for Convenience Clause Asserts that the customer may, at its sole discretion, terminate the agreement with 30 days of written notice to Fūsus. Services will be reimbursed on a pro-rated basis from the last day of the term through the agreement's remainder. The cost of any unreturned or unserviceable fūsusCORE(s), as listed above in Section 2, will be deducted from the refund.

We are privileged to work with you on this project. Should you have any questions at any time, please feel free to call (765) 237-1769 or email me at jdw@fusus.com.

Respectfully,



John Watson
Vice President of Sales

Approved (Signature): _____

By (Print Name/Title): _____ Date _____



fusus

Clarkston Police Department

Clarkston Police Department

1055 Rowland Street
Clarkston, GA 30021

Christine Hudson

Chief
chudson@cityofclarkston.com
404-391-4178

Reference: 20231122-150547347

Quote created: November 22, 2023

Quote expires: December 30, 2023

Quote created by: Jim Price

Public Safety Advisor

jp@fusus.com

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Pro Package SaaS SaaS Subscription to Include 500 Data Points/Video Streams and 5 TBs of Cloud Storage	FUSE-S-1- 1001	1	\$75,000.00 / year	\$75,000.00 / year for 4 years
Core Elite AI Appliance	CORE-AI- 2001	1	\$5,000.00	\$0.00 after \$5,000.00 discount
Core Pro Appliance	CORE-P- 2001	15	\$600.00	\$0.00 after \$9,000.00 discount
Compass Security Camera Solution Compass Security Camera Solution (See Attached Exhibit)	FUSE-CSS- POLE- UNIT	1	\$86,500.00	\$86,500.00
			Total	\$161,500.00

Purchase terms

Questions? Contact me!



Jim Price

Public Safety Advisor

jp@fusus.com

Fusus, Inc.

5550 Triangle Parkway

Peachtree Corners, Georgia 30092

United States of America

Statement of qualifications and pricing **Security Camera Systems**

PREPARED FOR: The City of Clarkston

PREPARED BY: Thomas Frey



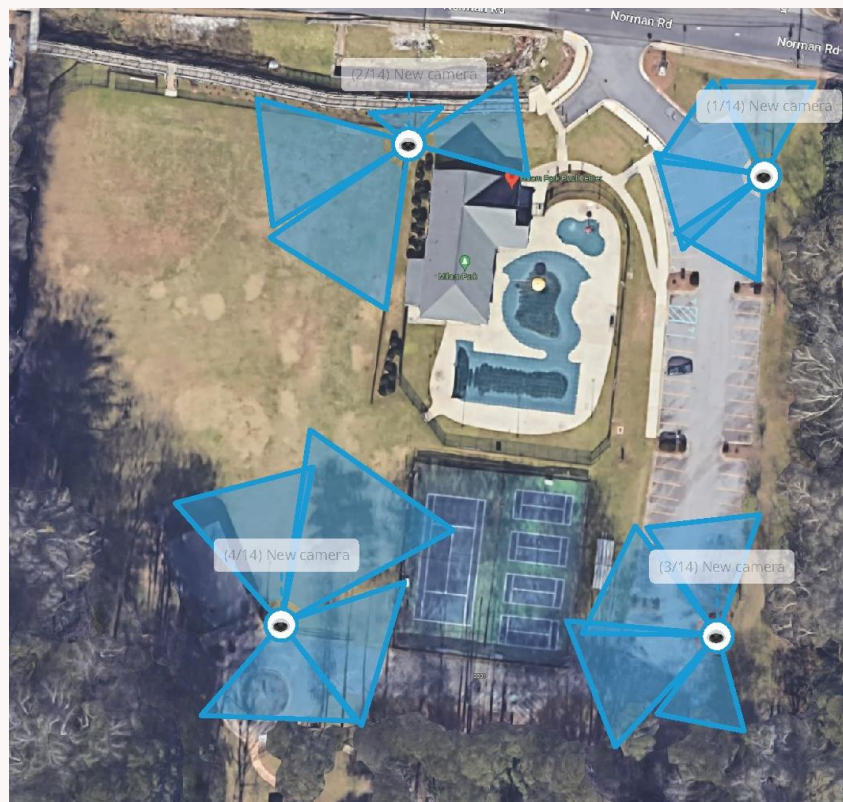
Statement of qualifications and pricing **SECURITY CAMERA SYSTEM**



Miliam Park Field:



Miliam Park Pool:



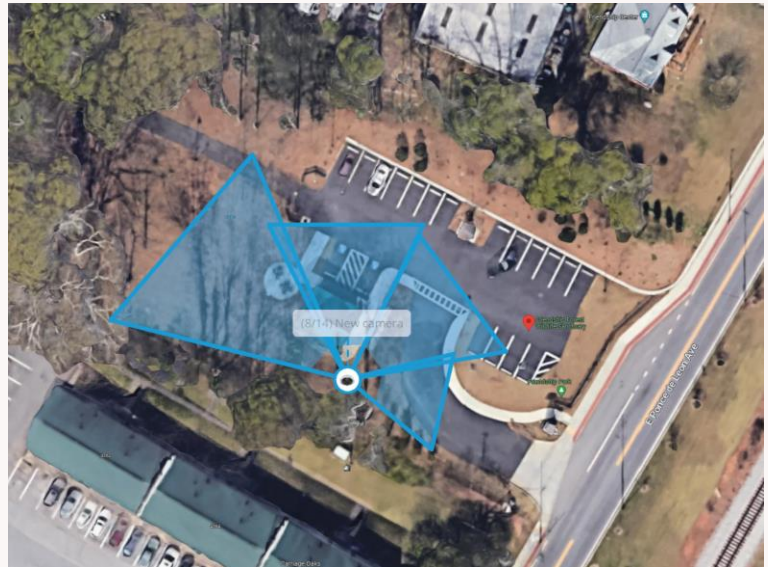
PREPARED FOR: City of Clarkston
Compass Security Solutions



Statement of qualifications and pricing **SECURITY CAMERA SYSTEM**



Friendship Forrest Parking Lot:



Friendship Forrest Lower:



PREPARED FOR: City of Clarkston
Compass Security Solutions



Statement of qualifications and pricing SECURITY CAMERA SYSTEM



PROPOSED COST:

MILIAM PARK:

Mfg.	Description	Qty
CMS	Bosch MARC Pole Unit \$45,600 total (\$7,600 each)	6
CMS	15' Tower \$1,750 total *electrical not included, must get 120 volts AC to the tower	1
Equipment		\$47,350.00
Labor & Misc.		\$3,950.00
Total		\$51,300.00

FRIENDSHIP FORREST:

Mfg.	Description	Qty
CMS	Bosch MARC Pole Unit \$15,200 total (\$7,600 each)	2
CMS	15' Tower \$1,750 total *electrical not included, must get 120 volts AC to the tower	1
Equipment		\$16,950.00
Labor & Misc.		\$2,150.00
Total		\$19,100.00

PREPARED FOR: City of Clarkston
Compass Security Solutions



Statement of qualifications and pricing **SECURITY CAMERA SYSTEM**



BROCKETT ROAD – EAST PONCE INTERSECTION:

Mfg.	Description	Qty
CMS	Bosch MARC Pole Unit	1
Equipment		\$7,600.00
Labor		\$450.00
Total		\$8,050.00

MONTREAL ROAD – CLARKSTON STATION APARTMENTS:

Mfg.	Description	Qty
CMS	Bosch MARC Pole Unit	1
Equipment		\$7,600.00
Labor		\$450.00
Total		\$8,050.00

TOTAL OVERALL PRICE = \$86,500.00

PREPARED FOR: City of Clarkston
Compass Security Solutions



Statement of qualifications and pricing

SECURITY CAMERA SYSTEM



Terms & Conditions:

Compass Security Solutions (CSS) Terms and Conditions

1. At the acceptance of this quote, Compass will perform an exact take off for the equipment. Then we will provide a scope of work and schedule for completion. All prices are good for 30 days, and the quote is based upon normal working hours of 8:00 am to 5:00 pm Monday thru Friday. A 15% restocking fee will be charged on all cancelled orders after acceptance.
2. TAXES: Prices exclude (unless otherwise noted in the proposal) all duties, taxes, tariffs, or other governmental charges that now are, or hereafter may be, imposed upon the sale or use of the Products or Services. All such duties, taxes, tariffs, or other charges paid by Compass Security Solutions (CSS) shall be for Purchaser's account. Any exemption claimed paid by CSS shall be for Purchaser's account. Any exemption claimed from the application of such duties, taxes, tariffs, or other charges should be plainly designated on the face of orders placed with CSS and accompanied by exemption certificates where required. If during the duration of any contract / project, there is an increase or decrease from the quoted tax amount due to changes by the corresponding local/county/state entities that amount will be passed through to the customer at cost.
3. PRICE VALIDITY: The prices set forth in this proposal are predicated on receipt of a contract or Purchase Order within 30 days from the date of this proposal. If 30 days have passed and performance is required, CSS reserves the right to revise the pricing in this proposal to reflect current material and labor market prices and current site conditions.
4. PURCHASER SPECIFICATIONS: CSS assumes no liability for any errors or omissions in any specification provided by the purchaser, including any errors or omissions made by CSS in the interpretation of any such specifications. Any items included in any specification provided by the purchaser and not listed and priced on CSS's proposal are not part of this Agreement.
5. LIQUIDATED DAMAGES: CSS will not be responsible for any liquidated damages other than those attributed to delays caused solely by CSS. If CSS is one of several contractors responsible for delays, CSS will only be responsible for a pro rata share of liquidated damages to the extent attributable to or cause by CSS. CSS will not be responsible for any liquidated damages in an amount greater than that assessed against CSS.
6. CANCELLATION: This Agreement cannot be cancelled or postponed by the Purchaser except with CSS's consent and upon terms that will indemnify CSS against loss. Accordingly, Purchaser shall pay CSS the greater of (i) a charge equal to 10% of its total price or (ii) reasonable cancellation charges, CSS's anticipated profit, restocking fees, and expenses already incurred by CSS in performing or preparing to perform the work required by Purchaser's order, as invoiced by CSS. CSS reserves the right to cancel this Quotation Agreement if excessive downtime is encountered which, in the discretion of CSS, is beyond its control (limited access to work area, training, etc.) or if customer fails to comply with any term of this agreement. The CSS billable rate for downtime is per CSS standard rates.
7. INSPECTION: Within five business days of receipt of the Products and Services, Purchaser shall inspect the Products and Services to check for shortages or any other nonconformity. Unless Purchaser shall thereafter notify CSS in writing of any nonconformity (other than that relating to loss or damage in transit, which claims will be made directly to the carrier) within ten days of inspection, Purchaser shall be deemed to have accepted the Products and Services without any qualifications and cannot, thereafter, reject the Products and Services for any reason. In any event, Products and Services accepted and used shall be deemed to have been accepted in good condition and in compliance with the specification and order therefore.

Statement of qualifications and pricing

SECURITY CAMERA SYSTEM



8. **GOVERNING LAW:** The terms of this quotation shall be governed and interpreted in accordance with the laws of the State of Georgia. If any provision of this Quotation Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect.
9. **EXISTING CODE VIOLATIONS:** Existing code violations requiring correction by the local authority inspectors is the responsibility of the customer and is not included in CSS's pricing.
10. **PAYMENTS:** Payment is due Net 30.
11. **CREDIT CARD PAYMENTS:** Payments rendered by credit cards will be subject to an additional 3% convenience fee that will be added to the balance being paid.
12. **DELINQUENT PAYMENTS:** If any amount owing to CSS under the terms hereof is not paid when due, interest shall accrue on any unpaid balance at a rate of 1.5% (1% for Georgia customers per O.C.G.A. § 13-11-2) simple interest every thirty (30) days. Additionally, in the event full payment is not made and CSS is required to institute legal proceeding to collect amounts owing hereunder, the party against whom enforcement is sought shall be required to reimburse CSS for all reasonable costs of collection, including attorneys' fees, if CSS is ultimately successful in prosecuting its claims.
13. **DISCLAIMER:** Replacement of Unit is covered by CSS only for vandalism or hardware failure during the course of the subscription. Acts of God, and customer inflicted damage, are not covered by CSS for the replacement of the unit.
14. **ACCEPTED:** This Quotation Agreement and any exhibits attached hereto constitutes the entire agreement between parties concerning the subject matter hereof, superseding all prior negotiations, discussions, and agreements, oral or written. The above prices, specifications and all conditions are satisfactory and are hereby accepted. CSS is authorized to do work as specified. Payment will be made as outlined above.

The above Terms & Conditions and prices and terms are satisfactory and hereby accepted.

Authorized Representative's	Printed Name	Title
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Authorized Representative's	Signature	Date
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Thomas Frey	President
-------------	-----------

Authorized Compass Security Solutions Representative's Printed Name	Title
---	-------

Authorized Compass Security Solutions Representative's Signature	Date
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PREPARED FOR: City of Clarkston
Compass Security Solutions



CITY OF CLARKSTON

ITEM NO: 6D

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: NOVEMBER 28, 2023

SUBJECT: Review/Discuss an ordinance amending Chapter 10.5 of the Code regarding the regulation of the production of motion pictures, television, and photograph productions.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Tomika R. Mitchell, City Clerk
Lisa Cameron, Planning & Economic Development
Manager
PHONE NUMBER: (404) 296-6489

PURPOSE: To discuss amending Chapter 10.5 of the Code regarding the regulation of the production of motion pictures, television, and photograph productions.

NEED/ IMPACT: The Planning and Economic Development Manager and City Clerk met to discuss the Film Permit process and found that it would be more efficient and effective for the City's Planning and Economic Development Manager to administer the Film Permit process under Chapter 10.5 of the City Code rather than the City Clerk. This request is only to amend the ordinance removing the City Clerk as the administrator under Chapter 10.5 and adding the Planning and Economic Development Manager.

RECOMMENDATION: N/A

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 10.5 OF THE CODE REGARDING THE REGULATION OF THE PRODUCTION OF MOTION PICTURES, TELEVISION AND PHOTOGRAPHIC PRODUCTION TO DESIGNATE THE CITY'S PLANNING AND ECONOMIC DEVELOPMENT MANAGER THE ADMINISTRATOR OF SAID CHAPTER RATHER THAN THE CITY CLERK.

WHEREAS, the City of Clarkston recognizes that the motion picture, television and commercial producing industries are a vital part of the economy; and

WHEREAS, the City of Clarkston and its neighborhoods are desirable locations to produce motion pictures, television and commercial productions; and

WHEREAS, in 2010 the Clarkston City Council adopted Chapter 10.5 of the Code of Ordinances to regulate motion picture and television production in order to protect its residents and businesses from the potential adverse impacts of filming activities on public spaces, vehicle and pedestrian traffic and the safety of bystanders; and

WHEREAS, the Clarkston City Council finds that it would be more efficient and effective for the City's Planning and Economic Development Manager to administer Chapter 10.5 of the City Code rather than the City Clerk.

NOW THEREFORE, BE IT ORDAINED BY the Clarkston City Council as follows:

SECTION 1. Section 10.5-3 of the City Code is hereby amended to delete the words "City Clerk" and insert the words "Planning and Economic Development Manager" therefore.

SECTION 2. Section 10.5-5(a) of the City Code is hereby amended to delete the words "City Clerk" and insert the words "Planning and Economic Development Manager" therefore.

SECTION 3. Section 10.5-7 of the City Code is hereby amended to delete the words "City Clerk" and insert the words "Planning and Economic Development Manager" therefore.

SECTION 4. Section 10.5-8(2) of the City Code is hereby amended to delete the words "City Clerk" and insert the words "Planning and Economic Development Manager" therefore.

SECTION 5. Section 10.5-9 of the City Code is hereby amended to delete the words "City Clerk" and insert the words "Planning and Economic Development Manager" therefore in subsections (a)(2) and (b).

SECTION 6. Section 10.5-11 of the City Code is hereby amended to delete the words “City Clerk” and insert the words “Planning and Economic Development Manager” therefore.

SECTION 7. All ordinances and parts of ordinances in conflict herewith are hereby repealed. This ordinance shall become effective upon the date of its adoption.

SO ORDAINED this ____ day of _____, 2023

Mayor Beverly H. Burks

Attest:

Tomika Mitchell
City Clerk

Approved as to form:

Stephen Quinn

Stephen G. Quinn
City Attorney

CITY OF CLARKSTON

ITEM NO: 6E

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: NOVEMBER 28, 2023

SUBJECT: Review/Discuss an ordinance to adopt the new Chapter 23 of the Clarkston City Code to regulate litter.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Tammi Saddler Jones, Interim City Manager
Larry Kaiser, Collaborative Services
PHONE NUMBER: (404) 296-6489

PURPOSE: The purpose of this ordinance is to protect public health, safety, environment, and general welfare through the regulation and prevention of litter.

NEED/ IMPACT: The objectives of this ordinance are: (1) Provide for uniform prohibition throughout the City of Clarkston of any and all littering on public or private property; and, (2) Prevent the desecration of the beauty and quality of life of the City of Clarkston and prevent harm to the public health, safety, environment, and general welfare, including the degradation of water and aquatic resources caused by litter.

RECOMMENDATION: N/A

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT NEW CHAPTER 23 OF THE CLARKSTON CITY CODE TO REGULATE LITTER.

WHEREAS, litter found throughout our community often finds its way into our streams, rivers and lakes and detracts from our quality of life; and

WHEREAS, pollutants carried into our streams, rivers, and lakes by litter diminish the quality of our water and its aquatic resources; and

WHEREAS, litter control regulations provide a prohibition against littering and provide an enforcement mechanism with penalties for dealing with those found littering; and

WHEREAS, the City of Clarkston desires to enact regulations prohibiting littering in order to protect the natural environment of the City of Clarkston.

NOW THEREFORE BE IT ORDAINED by the Clarkston City Council as follows:

Section 1. The attached document entitled “Chapter 23 – Litter Control Ordinance” and consisting of four (4) pages is hereby adopted as new Chapter 23 of the Clarkston City Code.

Section 2. This ordinance shall be effective immediately upon its adoption.

SO ORDAINED this ____ day of _____, 2023.

ATTEST:

CITY OF CLARKSTON, GEORGIA

Tomika Mitchell, City Clerk

Beverly H. Burks, Mayor

Approved as to Form:

Stephen Quinn

Stephen G. Quinn
City Attorney

CHAPTER 23

LITTER CONTROL ORDINANCE

ARTICLE I. GENERAL PROVISIONS

SECTION 23-1 Purpose and Intent

The purpose of this ordinance is to protect the public health, safety, environment, and general welfare through the regulation and prevention of litter. The objectives of this ordinance are:

- (1) Provide for uniform prohibition throughout the City of Clarkston of any and all littering on public or private property; and,
- (2) Prevent the desecration of the beauty and quality of life of the City of Clarkston and prevent harm to the public health, safety, environment, and general welfare, including the degradation of water and aquatic resources caused by litter.

SECTION 23-2 Applicability

This ordinance shall apply to all public and private property within the City of Clarkston.

SECTION 23-3 Compatibility with Other Regulations

This ordinance is not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law. The requirements of this ordinance should be considered minimum requirements, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

SECTION 23-4 Severability

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this ordinance.

ARTICLE II. DEFINITIONS

“**Litter**” means any organic or inorganic waste material, rubbish, refuse, garbage, trash, peelings, debris, grass, weeds, ashes, sand, gravel, slag, metal, plastic, and glass containers, broken glass, dead animals or intentionally or unintentionally discarded materials of every

kind and description which are not "waste" as such term is defined in O.C.G.A., §16-7-51, paragraph 6.

“**Public or private property**” means the right of way of any road or highway; any body of water or watercourse; any park, playground, building, refuge, or conservation or recreation area; timberlands or forests; and residential, commercial or industrial properties.

ARTICLE III. PROHIBITION AGAINST WASTE DISPOSAL AND LITTERING IN PUBLIC OR PRIVATE PROPERTY OR WATERS

Section 23-5 Littering in Public

It shall be unlawful for any person or persons to dump, deposit, throw or leave or to cause or permit the dumping, depositing, placing, throwing or leaving of litter on any public or private property in City of Clarkston or any waters in City of Clarkston unless:

- a) The property is designated by the State or by any of its agencies or political subdivisions for the disposal of such litter, and such person is authorized by the proper public authority to use such property;
- b) The litter is placed into a receptacle or container installed on such property; or,
- c) The person is the owner or tenant in lawful possession of such property, or has first obtained consent of the owner or tenant in lawful possession, or unless the act is done under the personal direction of the owner or tenant, all in a manner consistent with the public welfare.

Section 23-6 Waste and disposal thereof

- (1) It shall be unlawful to set fire to any leaves, rubbish, or trash of any kind anywhere in the city, in accordance with the provisions of [section 9-12](#) of this Code.
- (2) It shall be unlawful for any person to deposit offal or dead animals at any place within the city
- (3) It shall be unlawful to sweep or push litter from sidewalks into the streets. Such litter shall be deposited in a proper receptacle which shall be covered to prevent scattering by wind and animal.
- (4) It shall be unlawful for any person to use the streets, sidewalks or gutters as means of drainage to carry off any used and dirty water or other liquid substances that are damaging to the environment from kitchen or elsewhere into any streets of the city.

ARTICLE IV. TRANSPORT OF WASTE, TRASH, JUNK AND OTHER MATERIAL

- (1) No person including city refuse collectors or municipal solid waste contractors shall haul or transport for any distance, any load including but not limited to dirt, soil, sand, rubbish, or other material unless the load is adequately secured

to prevent the material from dropping, shifting, leaking or being blown off due to transportation of such load onto the roadway. The operator or owner of the offending vehicle shall be personally responsible for any violation of this section.

- (2) It shall be unlawful for any person or contractor or business not licensed by the city to collect and haul any refuse other than that arising from such person's own accumulation within any areas of the city in which refuse collection service is maintained by the city.

ARTICLE V. ANIMAL WASTE IN PUBLIC AREAS AND COMMON AREAS OF MULTIFAMILY DWELLINGS

- (1) It shall be unlawful for the owner or custodian of any animal to allow waste from such animal to be deposited or remain on the ground of any public area within City owned property or common area of a multifamily dwelling. Any such waste shall be cleaned up and removed by the owner or custodian of such animal.
- (2) In the event that the owner or custodian of any animal cannot be identified, the management of any multifamily dwelling where animal waste is found in a common area shall be responsible for the removal of such waste and shall keep common areas free and clear of all animal waste.

ARTICLE VI. VIOLATIONS, ENFORCEMENT AND PENALTIES

Section 23-7 Enforcement

- (1) The Director of Public Works, the Code Enforcement Officer, and the duly sworn police officers of the city are hereby empowered to issue citations to, or to arrest, persons violating the provisions of this section, and may serve and execute all warrants, and other process, issued by the court in enforcing the provisions of said section. In addition, mailing by certified mail of such process to his last known place of residence shall be deemed as personal service upon the person charged.
- (2) Whenever any person is arrested for a violation of this section, the arresting officer shall take the name and address of such person and issue a complaint, summons or otherwise notify him in writing to appear at a time and place specified in such complaint or notice. Said offenses shall be tried in the Municipal Court and shall be subject to the fines and/or imprisonment upon conviction as set forth in [section 1-7](#) of this Code of Ordinances.

Section 23-8 Violations

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this ordinance. Any person who has violated or continues to violate the provisions of this ordinance, may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise sentenced in a manner provided by law.

Section 23-9 Evidence

- (1) Whenever litter is thrown, deposited, dropped or dumped from any motor vehicle, or other conveyance in violation of this ordinance, it shall be prima facie evidence that the operator of the conveyance has violated this ordinance.
- (2) Except as provided in subsection (1), whenever any litter which is dumped, deposited, thrown or left on public or private property in violation of this ordinance is discovered to contain any article or articles, including but not limited to letters, bills, publications or other writing which display the name of the person thereon in such a manner as to indicate that the article belongs or belonged to such person, it shall be a rebuttable presumption that such person has violated this ordinance.

Section 23-10 Penalties

Any person who violates this ordinance shall be guilty of a violation and, upon conviction thereof, shall be punished as follows:

- (1) By a fine of not less than \$250 and not more than \$1,000; and
- (2) In addition to the fine set out in subsection 1 above, the violator shall reimburse the City of Clarkston for the reasonable cost of removing the litter when the litter is or is ordered removed by the City of Clarkston;
- (3)
 - a) In the sound discretion of the court, the person may be directed to pick up and remove from any public street or highway or public right-of way within the City limits any litter he has deposited and any and all litter deposited thereon by anyone else prior to the date of execution of sentence; or
 - b) In the sound discretion of the court, the person may be directed to pick up and remove any and all litter from any public property, private right-of-way, or with prior permission of the legal owner or tenant in lawful possession of such property, any private property upon which it can be established by competent evidence that he has deposited litter. Pick up and removal shall include any and all litter deposited thereon by anyone prior to the date of execution of sentence; and,
- (4) The court may publish the names of persons convicted of violating this ordinance.

CITY OF CLARKSTON

ITEM NO: 6F

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: November 28, 2023

SUBJECT: Review/Discuss amending the 2023 City Holiday Calendar adding Friday, December 22, 2023, and Friday December 29, 2023, as a City Holiday.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Tammi Saddler Jones, Interim City Manager
PHONE NUMBER: (404) 296-6489

PURPOSE: To discuss amending the 2023 City Holiday Calendar adding Friday, December 22, 2023, and Friday December 29, 2023, as a City Holiday.

NEED/ IMPACT: Amend the 2023 City Holiday Calendar adding Friday, December 22, 2023 (Christmas Eve – Observed) and Friday, December 29, 2023 (New Year’s Eve – Observed), as city holidays. Having these dates off will allow our city employees to have time to travel and/or prepare to celebrate the holiday seasons with their family and friends. I hope that the Council will support this recommendation.

RECOMMENDATION: N/A



2023 CITY HOLIDAYS

Unless otherwise noted City Offices are closed on the following 13 days

DATE	HOLIDAY
1. MON, JAN 2, 2023	DAY AFTER NEW YEAR'S DAY <i>(previously adopted in 2021)</i>
2. MON, JAN 16	MARTIN LUTHER KING JR DAY
3. MON, FEB 20	PRESIDENT'S DAY
4. FRI, APRIL 7	SPRING DAY
5. MON, MAY 29	MEMORIAL DAY
6. MON, JUN 19	JUNETEENTH CELEBRATION
7. TUE, JULY 4	INDEPENDENCE DAY
8. MON, SEP 4	LABOR DAY
9. FRI, NOV 10	VETERAN'S DAY
10. THU, NOV 23	THANKSGIVING DAY
11. FRI, NOV 24	DAY AFTER THANKSGIVING
12. MON, DEC 25	CHRISTMAS DAY
13. MON, JAN 1, 2024	NEW YEAR'S DAY

CITY OF CLARKSTON

ITEM NO: 6G

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: November 28, 2023

SUBJECT: Review/Discuss the proposed 2024 City Council Regular and Work Session Meeting dates and City Holiday Calendar.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Tammi Saddler Jones, Interim City Manager
PHONE NUMBER: (404) 296-6489

PURPOSE: To review and discuss the proposed 2024 City Council Regular and Work Session Meeting dates and City Holiday Calendar.

NEED/ IMPACT: Annually the City Council Work Session and Regular meetings and City Holiday Calendar are reviewed and discussed for approval.

RECOMMENDATION: N/A



2024 CITY HOLIDAYS

UNLESS OTHERWISE NOTED CITY OFFICES ARE CLOSED ON THE FOLLOWING DAYS

DATE	HOLIDAY
1. MON, JAN 1	NEW YEAR'S DAY
2. MON, JAN 15	MARTIN LUTHER KING JR. DAY
3. MON, FEB 19	PRESIDENTS' DAY
4. FRI, MAR 29	SPRING DAY
5. MON, MAY 27	MEMORIAL DAY
6. WED, JUN 19	JUNETEENTH CELEBRATION
7. THURS, JULY 4	INDEPENDENCE DAY
8. MON, SEPT 2	LABOR DAY
9. MON, OCT 14	INDIGENOUS PEOPLES' DAY
10. TUES, NOV 5	ELECTION DAY (HALF DAY)
11. MON, NOV 11	VETERANS DAY
12. THU, NOV 28	THANKSGIVING DAY
13. FRI, NOV 29	DAY AFTER THANKSGIVING
14. TUES, DEC 24	CHRISTMAS EVE
15. WED, DEC 25	CHRISTMAS DAY
16. THURS, DEC 26	DAY AFTER CHRISTMAS
17. TUES, DEC 31	NEW YEAR'S EVE



2024 CITY COUNCIL MEETINGS SCHEDULE

3921 CHURCH STREET CLARKSTON, GA 30021

404-296-6489 WWW.CLARKSTONGA.GOV

MEETING DATES

MEETING TYPE & NOTES

JANUARY 2 JANUARY 9	WORK SESSION REGULAR MEETING
JANUARY 30 FEBRUARY 6	WORK SESSION REGULAR MEETING
FEBRUARY 27 MARCH 5	WORK SESSION REGULAR MEETING
MARCH 26 APRIL 2	WORK SESSION REGULAR MEETING
APRIL 30 MAY 7	WORK SESSION REGULAR MEETING
MAY 28 JUNE 4	WORK SESSION REGULAR MEETING
JUNE 18	SPECIAL CALLED MEETINGS AT 10:00AM & 6:30PM MILLAGE RATE PUBLIC HEARINGS
JUNE 27	SPECIAL CALLED MEETING AT 6:30PM MILLAGE RATE PUBLIC HEARING AND ADOPTION
JUNE 27	WORK SESSION AT 7:00PM
JULY 2 JULY 30	REGULAR MEETING WORK SESSION
AUGUST 8	REGULAR MEETING-THURSDAY, AUGUST 8 DUE TO NATIONAL NIGHT OUT HELD ON TUESDAY, AUGUST 6
AUGUST 27	WORK SESSION
SEPTEMBER 3 SEPTEMBER 24	REGULAR SESSION WORK SESSION
OCTOBER 1 OCTOBER 29	REGULAR SESSION WORK SESSION
NOVEMBER 5	REGULAR SESSION
NOVEMBER 26	SPECIAL CALLED MEETING AT 6:00PM FY 2025 BUDGET PUBLIC HEARING
NOVEMBER 26	WORK SESSION AT 7:00PM

DECEMBER 3

REGULAR MEETING
FY 2025 BUDGET PUBLIC HEARING AND ADOPTION

DRAFT

CITY OF CLARKSTON

ITEM NO: 6H

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: November 28, 2023

SUBJECT: Review/Discuss next steps with the Brockett Triangle Community Garden.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Tammi Saddler Jones, Interim City Manager
PHONE NUMBER: (404) 296-6489

PURPOSE: To review and discuss next steps with the Brockett Triangle Community Garden.


NEED/ IMPACT: With the cleanup completed, we salvaged most if not all of the fruit bearing trees planted 2 years ago, as well as a few fruit plants such as the berries, grapes, etc. The next step will be to till the soil and plant rye now and then re-till in the Spring with plants of the City Council's choosing.

RECOMMENDATION: N/A

A collage of various fruits including raspberries, figs, blueberries, and green apples. The raspberries are red and bumpy. The figs are dark purple and one is cut open to show the orange interior. The blueberries are small and dark blue. The green apples are bright green and one has a small leaf. The fruits are arranged in a scattered pattern across the page.

[illegible]

**OKUY!
TULEM!**



CITY OF
CLARKSTON

where possibilities grow

Edible landscapes also increase the diversity of insect populations, create habitat for birds and other wildlife, and provide ideal conditions for the millions of microbes that make up healthy soil, which is critically important for their ability to store carbon and slow climate change.

rendering &
installation by:

shades of green
PERMACULTURE



TABLE 5
PLANT INVENTORY
(Brockett Triangle)

PLANT/TREE NAME	SIZE	QUANTITY
Asian Persimmon - tree	5 gal	2
Asian Pear - tree	5 gal	1
Loquat - tree	5 gal	3
Pakistan Mulberry - tree	5 gal	1
Plum - tree	5 gal	2
Arbequina Olive (hardy olive) - tree	5 gal	3
Blueberries - bush	3 gal	8
Raspberries - bush	3 gal	7
Feijoa (Pineapple Guava) - bush	3 gal	5
Muscadines - bush	3 gal	6
Hardy Kiwi - bush	3 gal	2
Summersweet Clethra	3 gal	12
Virginia Sweetspire	3 gal	14
Wood Oats	1 gal	9
White Muhly Grass	1 gal	14
Perennials – mixed herbs/pollinators/natives	4-6 inch containers	200
Annuals – mixed vegetables & flowers	4-6 inch containers	200

TABLE 6
WILDFLOWER SEED MIXTURE
(Brockett Triangle)

This mix of grasses and forbs offers season-long color for diverse quail, songbird and pollinator habitat.

GA Piedmont UPL Meadow Mix Composition

41.7% *Schizachyrium scoparium*, 'Blaze' (Little Bluestem, 'Blaze')
24.2% *Panicum anceps*, GA Ecotype (Beaked Panicgrass, GA Ecotype)
15.0% *Elymus virginicus*, PA Ecotype (Virginia Wildrye, PA Ecotype)
3.7% *Rudbeckia hirta*, Coastal Plain NC Ecotype (Blackeyed Susan, Coastal Plain NC Ecotype)
3.0% *Chamaecrista fasciculata*, FL Ecotype (Partridge Pea, FL Ecotype)
2.7% *Coreopsis lanceolata* (Lanceleaf Coreopsis)
1.5% *Liatris spicata*, FL Ecotype (Marsh Blazing Star, FL Ecotype)
1.3% *Rudbeckia fulgida* var. *fulgida*, Northern VA Ecotype (Orange Coneflower, Northern VA Ecotype)
1.0% *Chamaecrista nictitans*, NC Ecotype (Sensitive Pea, NC Ecotype)
1.0% *Eryngium yuccifolium*, SC Ecotype (Rattlesnake Master, SC Ecotype)
1.0% *Helenium flexuosum*, VA Ecotype (Purplehead Sneezeweed, VA Ecotype)
0.7% *Solidago speciosa*, Coastal Plain GA Ecotype (Showy Goldenrod, Coastal Plain GA Ecotype)
0.7% *Vernonia gigantea*, FL Ecotype (Giant Ironweed, FL Ecotype)
0.5% *Baptisia albescens*, SC Ecotype (Spiked Wild Indigo, SC Ecotype)
0.3% *Silphium asteriscus* var. *laevicaule*, GA Ecotype (Starry Rosinweed, GA Ecotype)
0.3% *Tradescantia ohiensis*, AL Ecotype (Ohio Spiderwort, AL Ecotype)
0.3% *Vernonia angustifolia*, SC Ecotype (Tall Ironweed, SC Ecotype)
0.2% *Coreopsis leavenworthii*, FL Ecotype (Leavenworth's Tickseed, FL Ecotype)
0.2% *Coreopsis tripteris*, AL Ecotype (Tall Coreopsis, AL Ecotype)

RULES OF THE GARDEN

- Be a good neighbor and only pick the vegetables, herbs, and fruits that you and your family can consume within 1 day
- Do your part to keep a clean garden by removing trash when you see it.
- Please be courteous to your fellow neighbors by not cursing or smoking.
- Please watch your step. Plants cannot protect themselves from human or animals!



DEMONSTRATION PROJECT

Installation - May 2020



Owner – Mayor and City Council



Contractor – Shades of Green Permaculture



Project Engineer – Collaborative Infrastructure Services

CITY OF CLARKSTON

ITEM NO: 6I

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: November 28, 2023

SUBJECT: Review/Discuss a resolution activating the Clarkston Downtown Development Authority.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Tammi Saddler Jones, Interim City Manager
PHONE NUMBER: (404) 296-6489

PURPOSE: To review and discuss a resolution activating the Clarkston Downtown Development Authority.

NEED/ IMPACT: There are three main decisions for the City Council:

1. Establish the geographic area that will be the “downtown redevelopment area”.
2. Appoint 7 directors that meet the qualifications.
3. Choose which members will be appointed for 2, 4 or 6 year initial terms (the initial terms are staggered as listed in the resolution, subsequent terms are all four years).

RECOMMENDATION: N/A

RESOLUTIN NO. ____

A RESOLUTION TO DECLARE THE NEED FOR A DOWNTOWN DEVELOPMENT AUTHORITY TO FUNCTION IN THE CITY OF CLARKSTON, GEORGIA, PURSUANT TO THE PROVISION OF THE DOWNTOWN DEVELOPMENT AUTHORITIES LAW O.C.G.A. 36-42-1, et seq. TO APPOINT A BOARD OF DIRECTORS FOR THE DOWNTOWN DEVELOPMENT AUTHORITY; TO DESIGNATE A DOWNTOWN DEVELOPMENT AREA; TO PROVIDE FOR FILING WITH THE SECRETARY OF STATE OF THE STATE OF GEORGIA OF A COPY OF THIS RESOLUTION; TO REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES:

W I T N E S S E T H:

WHEREAS, it has been determined by the Mayor and City Council of the City of Clarkston, Georgia (the “City”) that there is a need in the City for the revitalization and redevelopment of the central business district of the City of develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities and to promote the general welfare of the State of Georgia by creating a climate favorable to the location of new industry, trade and commerce and the development of existing industry, trade and commerce within the City; and

WHEREAS, it has been determined by the Mayor and City Council that revitalization and redevelopment of the central business district of the City by financing projects under the Downtown Development Authorities Law (1981 Ga. Laws p. 1744; O.C.G.A. 36-42-1, et seq. - the “Downtown Development Authorities Law”) will develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities and will promote the general welfare of the State of Georgia; and

WHEREAS, it has been determined by the Mayor and City Council that it is in the public interest and is vital to the public welfare of the people of the City and of the people of the Sate of Georgia to revitalize and redevelop the central business district of the City; and

WHEREAS, the Downtown Development Authorities Law creates in and for each municipal corporation in the State of Georgia a downtown development authority for the purpose of revitalizing and redeveloping the central business district of such municipal corporation and promoting for the public good and general welfare, trade, commerce, industry and employment opportunities and promoting the general welfare of the State of Georgia; and

WHEREAS, the Mayor and City Council, after thorough investigation, have determined that it is desirable and necessary that the Downtown Development Authority of the City be activated immediately, pursuant to the Downtown Development Authorities Law, in order to fulfill the needs expressed herein.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City, and it is hereby resolved by the same, that there is hereby determined and declared to be a present and future need for a Downtown Development Authority (as more fully described and defined in the Downtown Development Authorities Law) to function in the City.

BE IT FURTHER RESOLVED that there is hereby activated in the City the public body corporate and politic known as the “Downtown Development Authority of the City of Clarkston, Georgia” which was created upon the adoption and approval of the Downtown Development Authorities Law.

BE IF FURTHER RESOLVED that there are hereby appointed as members of the first Board of Directors of the Downtown Development Authority of the City the following named persons, each of whom shall be:

<u>Names</u>	<u>Term of Office</u>
_____	Two years
_____	Two years
_____	Four years
_____	Four years
_____	Six years
_____	Six years
_____	Six years

BE IT FURTHER RESOLVED that the Mayor and City Council hereby find that the following directors appointed by this resolution are persons who, in the judgment of the governing body of the municipal corporation, either have or represent a party who has an economic interest in the redevelopment and revitalization of the downtown development area:

1. _____
2. _____
3. _____
4. _____

BE IT FURTHER RESOLVED that commencing with the effective date of this resolution each of the persons named above as directors shall serve in such capacity for the number of years set forth opposite his or her respective name, however, future appointments of directors appointed or reappointed shall be for four year terms. The term of a director (authority member) who is also a member of the governing body of a municipal corporation shall end when such director (member) is no longer a member of the governing body of the municipal corporation.

BE IT FURTHER RESOLVED that the Board of Directors appointed by this resolution shall organize itself, appoint its own officers, carry out its duties and responsibilities and exercise its powers and prerogatives in accordance with the terms and provision of the Downtown Development Authorities Law as it now exists and as it might hereafter be amended or modified.

BE IT FURTHER RESOLVED that the “downtown development area” for the Downtown Development Authority of the City of Clarkston, Georgia shall be that geographic area described in Exhibit A, attached hereto and made a part hereof by reference, which area, in the judgment of the Mayor and City Council of the City, constitutes the “central business district” of the City as contemplated by the Downtown Development Authorities Law.

BE IT FURTHER RESOLVED that the city clerk shall promptly file with the Secretary of State of the State of Georgia a certified copy of this resolution in compliance with the provisions of § 36-42-5(b).

BE IT FURTHER RESOLVED that any and all resolutions in conflict with this resolution be and the same are hereby repealed.

BE IT FURTHER RESOLVED that this resolution shall be effective _____, and that from and after said date the Downtown Development Authority of the City shall be deemed to be created and activated.

SO RESOLVED this _____ day of _____, 20____.

Mayor Beverly H. Burks

Attest:

Tomika R. Mitchell, City Clerk

Approved as to form:

Stephen G. Quinn, City Attorney

QUALIFICATIONS FOR DDA DIRECTORS

Under the Georgia Downtown Development Law, there are 7 members (called “directors”) on each DDA. One of these directors can be a member of the governing body (Mayor or a Councilmember) and I understand that Clarkston does want to take this option. Therefore, the City Council will need to appoint six additional people to the DDA that meet the qualifications discussed below.

There are two parts to the qualifications of the DDA directors:

Part One – Residency or Business Owner/Operator:

At least five of the directors must be either:

- (a) a resident of the City of Clarkston; or
- (b) an owner or operator of a business located in the downtown development area that resides in DeKalb County.

One director can be an owner or operator of a business located in the downtown development area that resides in the State of Georgia (but not DeKalb County).

Part 2 – Economic Interest

Out of the 7 total directors (including the Mayor or Councilmember), four of them must also be “persons who, in the judgment of the governing body of the municipal corporation, either have or represent a party who has an economic interest in the redevelopment and revitalization of the downtown development area.” This is a somewhat vague standard that would include the owner/operators of businesses but could also include someone that owns commercial property in the downtown development area and possibly other persons.

CITY OF CLARKSTON

ITEM NO: 6J

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: November 28, 2023

SUBJECT: Review/Discuss a resolution authorizing proposed changes to the City Council policies and procedures.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Councilmember, Susan Hood
PHONE NUMBER: (404) 296-6489

PURPOSE: To review and discuss a resolution authorizing proposed changes to the City Council policies and procedures.

NEED/ IMPACT: Recommend proposed changes and additions to relevant sections of the Clarkston Code of Ordinances and City Charter.

RECOMMENDATION: N/A

PROPOSED CHANGES TO CITY COUNCIL POLICY AND PROCEDURES v1

PART 1: Relevant sections of the Clarkston Code of Ordinances, City Charter, and State regulations

Clarkston Code of Ordinances, Article II, Council Meetings

(a) The regular monthly meetings of the city council shall be held on the first Tuesday of each month, commencing at 7:00 p.m. Any regular meeting may be rescheduled by the council and reconvened as may be useful and appropriate under the circumstances presented.

(b) Work session meetings of the city council shall be held on the (typo is in the ordinance) last Tuesday of each month, commencing at 7:00 p.m.

(Ord. No. 51, § 1, 2-5-73; Ord. No. 111, § 1, 3-7-83; Ord. No. 419, § 1, 4-3-18) **Charter reference—** Authority to provide by ordinance, § 2.02; mayor to preside, § 2.03; election of vice-mayor, § 2.04.

Sec. 2-21. - Calling special meetings.

Special meetings may be held at the call of the mayor or any two (2) council members by serving notice on each member of the council as provided in section 2.02 of the Charter.

Sec. 2-22. - Quorum.

A quorum shall be determined as provided by section 2.02 of the Charter. **Charter reference—** Authority to compel attendance of absent members, § 2.02. The council may, by ordinance, adopt rules and by-laws to govern the conduct of its business; including procedures and penalties for compelling the attendance of absent members.

Sec. 2-23. - Meetings open.

All meetings of the council, regular and special, shall be open to the public. **Charter reference—** Similar requirement, § 2.02.

Sec. 2-24. - Attendance by officers.

The city attorney and chief of police, and other officers or employees of the city when requested, shall attend meetings of the council and shall remain in the council room for such length of time as the council may direct. **Charter reference—** Clerk required to attend all meetings, § 2.06.

Sec. 2-25. - Rules or order of procedure govern meetings.

The rules or order of procedure herein contained shall govern deliberations and meetings of the council. **Charter reference—** Authority to adopt by ordinance, § 2.02.

Sec. 2-26. - Order of business.

The order of business shall be as specified in the agenda prepared prior to each meeting.

Sec. 2-27. - Committee reports.

The chairman of each respective committee, or the council member acting in such chairman's place, shall submit or make all reports to the council when so requested by the mayor or any member of the council.

Sec. 2-28. - Speaking on same subject limited.

No member shall speak more than twice on the same subject without permission of the mayor.

Sec. 2-29. - Permission for nonmember to address council.

No person, not a member of the council, shall be allowed to address the same while in session without permission of the mayor. **Charter reference—** Authority to punish for refusal to obey orders, § 2.02.

Sec. 2-30. - Reducing of motions, resolutions and ordinances to writing.

Motions shall be reduced to writing when required by the mayor or the vote of the council. All resolutions and ordinances shall be in writing. **Charter reference—** Ordinances and resolutions to be in written form, § 2.07; recording of vote on each question required, § 2.06.

Sec. 2-31. - Deciding questions of order.

All questions of order shall be decided by the mayor of the council with the right of appeal to the council by any member.

Sec. 2-32. - Order of motions and questions.

Motions to lay any matter on the table shall be first in order; and on all questions, the last amendment, the most distant day, and the largest sum shall be first put.

Sec. 2-33. - Motion for adjourn.

A motion for adjournment shall always be in order.

Sec. 2-34. - Robert's Rules of Order.

In instances where the above rules are silent, Robert's Rules of Order, Newly Revised, may be used to determine the procedure.

Clarkston Code of Ordinances, ARTICLE III, - ETHICS RULES (part)

Sec. 2-54. - Disclosure and actions following disclosure.

(b) To avoid the appearance of impropriety, after the mayor or any member of the city council is determined to have a conflict of interest or a potential conflict of interest in any matter, the mayor or that member of the city council shall leave his or her regular seat as a member of city government and not return to it until deliberation and action on the matter is complete.

City Charter, Sec. 3.02. - City manager...

(e) Except for the purpose of official investigations, the mayor and members of the city council shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager, and neither the mayor, the city council nor its member shall give orders to any such officer or employee, either publicly or privately.

State regulation OCGA 50-14-1(g) - Remote Attendance at Meetings

(3) On any other occasion of the meeting of an agency or committee thereof, and so long as a quorum is present in person, a member may participate by teleconference if necessary due to reasons of health or absence from the jurisdiction so long as the other requirements of this chapter are met. Absent emergency conditions or the written opinion of a physician or other health professional that reasons of health prevent a member's physical presence, no member shall participate by teleconference pursuant to this subsection more than twice in one calendar year.

PART 2: Proposed Changes and Additions

Mayor placing an item on the agenda

Based on an earlier agreement by council members, the mayor is required to have approval of 2 council members to add an item to the agenda. There does not appear to be a written record of this.

Proposal:

--Continue with this procedure; include it in adopted policies and procedures.

Standard Advisory Committees (SACs)

The city council established several committees to evaluate proposed policies and programs that may be placed on the council agenda. Council members serve as chair and co-chair of each SAC. A maximum of two council members serve on each committee except in cases where the mayor, who can serve on three SACs, is also a member. Citizen members are appointed by the SAC chair and co-chair. Citizens may serve on one SAC at a time.

Proposal:

- Potential agenda items may come from the relevant SAC.
- Following discussion and a majority vote by SAC members, items will be placed on a work session agenda, subject to the existing requirement for a second.
- Council members may refer any agenda item to a relevant SAC for more information.
- The SAC chair/vice-chair must call a meeting within 30 days from when city council refers an item to the SAC, or when a meeting is requested by a member of the SAC.
- Within 2 days of a SAC meeting, the chair/vice-chair should provide a written report of the meeting to the mayor, city council and city manager.
- To meet work session deadlines to add an item to the agenda, SAC meetings should not be scheduled the week of work session deadlines.
- Each SAC should meet at least quarterly; a report of No Action can be issued.
- The procedures for SAC meetings should be posted and communicated to members.

Agenda Presentations

Proposal:

- A maximum of 3 presentations should be scheduled per meeting.
- Presentations should be made in person whenever possible, rather than remotely.
- Excluding presentations initiated by the city manager, adding presentations to the agenda requires concurrence of 2 council members, as with the addition of any agenda item.
- If a presentation is initiated by an elected official that person should introduce the presenter.
- Excluding presentations initiated by the city manager, each presentation is limited to 5 minutes unless the mayor approves additional time.
- Copies of presentation material should be attached to the published agenda packet.

Work Session

Proposal:

- Each councilmember and the mayor are limited to 2 agenda items per meeting, except in cases of urgency.
- The time allocated for discussion and comment on each agenda item is 20 minutes for council members and 20 minutes for public comments. The mayor may extend either or both time limits.
- For continuity, all agenda items on a work session agenda must appear on the immediately following city council meeting agenda.
- No item that has been tabled, postponed, deferred, referred to a SAC, withdrawn, etc. by consensus at work session should be discussed or voted on at the immediately following city council meeting.
- Items that have been tabled, postponed, deferred, referred to a SAC, withdrawn, etc. at work session should be so noted on the following city council agenda and added to the consent agenda.
- To ensure that the public is aware of prior discussions on a potential agenda item, council members should avoid adding an item to an agenda unless they it has gone to a work session no longer than 2 months prior.

Actions Related to a Conflict of Interest

Section 2-54 (b) of the Code of Ethics (see above) requires that an elected official with a conflict of interest related to an item must leave their seat before and return after discussion and action on the item.

Proposal:

- In case of a conflict of interest the elected official should explain why they are recusing themselves and must leave the room. NOTE: Based on input from the city attorney this may need to be changed.

Mayor and Council member Reports

Proposal:

- Remarks should relate to meetings attended, upcoming events, resident acknowledgments, etc. This is not a time for discussion by or among council members of council business.

Length of Council Member Discussions

Section 2-28 of the Code of Ordinances (see above) requires that a council member have permission from the mayor to speak more than twice on the same subject.

Proposal:

- In the interest of efficiency, during discussions council members are urged to answer questions from the mayor and other council members but not to repeat earlier comments and talking points.
- Council members are urged to keep their comments to a maximum of 3 minutes.
- In situations where council discussion exceeds 20 minutes, council members are urged to send an agenda item to the relevant SAC or defer the item to the next following council meeting.

Length of Work Session or Council Meeting

Proposal:

--All regular city council meetings and work sessions end by 11:00 pm unless there is a majority vote taken by 10:30 p.m. to extend the meeting. The city clerk will alert city council at 10:15 p.m. The motion to extend should include the title of the item(s) to be considered after 11:00 p.m. and sets a new ending time for the meeting. New items of business will not be discussed after 11:00 p.m. unless a motion to consider the item(s) is passed.

City Council Meetings: Absences and Remote Attendance

Section 2.02 of the Charter (see above) addresses adopting rules to compel attendance. There appear to be no written council rules on absences. Traditionally, councilmember absences have been considered "excused" when the mayor has been given prior notice. Per the city attorney, elected officials attending remotely (including on Zoom) do not count in making a quorum and cannot vote.

State law (see above) allows remote attendance twice a year for reasons of health or absence from the jurisdiction, unless there is an emergency or written opinion by a medical professional.

Proposal:

--Council members should notify the mayor or city manager as soon as possible if they are not able to attend a work session or council meeting in person or remotely. Their absence will be announced at roll call.

--Except in cases of emergency when prior notification is not possible, a council member who is absent without notifying the mayor or city manager shall offer an apology to council members and residents at the following council meeting.

--Excluding remote attendances permitted by state law, emergencies, and special called meetings, a council member who misses more than a total of two meetings in a calendar year is subject to a fine of \$350, per missed meeting. (This applies to work sessions and regularly scheduled city council meetings and is two missed meeting per year, not two of each type of meeting per year.)

Interaction with the City Attorney

Proposal: After consultation with the city manager, elected officials may communicate directly with the city attorney.

Advice on Potential Ethics Violation or Conflicts of Interest

Proposal:

--In any circumstance where an elected official believes they may have a potential conflict of interest, or other matters related to ethics, they are encouraged to consult with the city attorney for advice or a written opinion. The city manager may also request advice or an opinion from the city attorney regarding an elected official's potential conflict of interest on matters related to city business.

Cash Advances to Elected Officials

Proposal:

--No cash advances to elected officials are allowed.

PART 3: Suggestions from Council members

Jamie Carroll

1. Everything has to go to committee first before it gets on the council agenda
2. Council members/mayor can only speak twice on each agenda item
3. Limit on discussion for each agenda item-maybe capped at 30 min per meeting?

YT Bell

- I'd like to see us reduce elected leaders time (10-15 minutes per agenda item) to comment and debate on issues, as well as reduce the time frame of the council meetings and work sessions to ensure public comment to end no later than 10PM.
 - Each City Council member will only be allowed 2-3 minutes to debate or ask questions for each item and council members should work to not engage in repetitive comments, debates, or questions during meetings.
- I would like to see an official email at least 24 hours prior to the work session or council meeting with basic information on the need to be absent for a meeting to share it with the community.
- No unexcused absences will be accepted unless for an emergency or verified illness with a notice within 24 hours ahead of the scheduled meeting. ONLY death, sickness, city-related travel, or an unforeseen emergency should be an excused absence from any of the work or council meetings.
- These new rules, once solidified should be updated in the charter and advised on all agendas for the public to see and understand.