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3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021

(404) 296-6489 ♦ WWW.CLARKSTONGA.GOV

Mayor Beverly H. Burks

Councilmembers:

Debra Johnson-Vice Mayor

Susan Hood

Yterenickia Bell

Mark Perkins

Jamie Carroll

Tammi Saddler Jones, Interim City Manager

CITY COUNCIL MEETING AGENDA

THURSDAY, NOVEMBER 7, 2024 - 7:00PM
IN-PERSON/ HYBRID

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATION/ ADMINISTRATIVE BUSINESS

A. To approve the following meeting minutes:

- 10/01/2024 – City Council Meeting
- 10/29/2024 – Special Called City Council Meeting
- 10/29/2024 – City Council Work Session Meeting

B. To present the Proposed FY 2025 Operating & Enterprise Fund Budget.

C. To present the Proposed FY 2025 Fee Schedule.

4. REPORTS

A. Parks & Recreation Report

B. City Manager's Report

C. City Attorney's Report

D. Council Remarks

E. Mayor's Report

5. BUDGET PUBLIC HEARING

A. **PUBLIC HEARING** to receive public comments regarding the Proposed FY 2025 Operating & Enterprise Fund Budget.

6. PUBLIC COMMENTS

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

7. OLD BUSINESS

A. To consider a resolution awarding a contract to the most responsive and responsible bidder, Southern Demolition, LLC for the demolition of the two-story house at Forty Oaks Nature Preserve in the amount of \$39,750 to be funded out of the SPLOST II Fund.

8. CONSENT AGENDA

A. To adopt a resolution to appoint Attorney Julie Kert as Solicitor of the Municipal Court and approve a contract with Yeargan & Kert, LLC for Municipal Court Solicitors Services for a term of one year, in the amount of \$2,000 per month/\$24,000 annually, to be funded out of General Fund, effective 1/1/2025.



- B. To adopt a resolution awarding a contract to the most responsive and responsible bidder, IKON Filmworks, for public meeting video recording and related services, for a term of one year in the amount of \$38,400 to be funded out of ARPA Funds, effective 11/8/2024.
- C. To approve the annual insurance premium payment to the Lexington Insurance in the amount of \$41,756 for the city's leased office space located at 736 Park North Blvd to be funded out of the General Fund.
- D. To authorize the City Engineer to issue an RFP for professional engineering services for the development of design/Construction Plans and Permitting for the SPLOST II "bond-funded" Norman Road Dam Reconstruction Project.
- E. To authorize the City Engineer to issue an RFP for contracting services for repairs to Norman Road Dam due Hurricane Helene to be funded out of SPLOST II.
- F. To approve the 2025 Holiday Schedule for the City of Clarkston.

9. NEW BUSINESS

- A. To consider an ordinance to provide the adoption of a budget proposed by the City Manager containing estimates of the proposed revenues and expenditures of the City of Clarkston, Georgia, and to provide for the levy of taxes for expenses of said city for the fiscal year beginning January 1, 2025, and ending December 31, 2025.
- B. To consider a resolution approving an agreement between the City of Clarkston and AT&T for internet and phone services in the amount of \$46,740 annually, plus a one-time fee of \$5,152 to be funded out of ARPA Funds (*for one year*) and General Fund (*for four years*), effective on or before 11/18/2024.
- C. To consider an Alcoholic Beverages Late Night Sales application for consumption on premises for Ponce Sports Lounge located at 3924 E. Ponce De Leon Ave., Clarkston, GA 30021.
- D. **PUBLIC HEARING** to receive public comments regarding an ordinance to amend the Zoning Code to increase the maximum floor area ratio, reduce the minimum lot size and increase maximum lot coverage requirements for the NR-3 zone; to reduce the minimum lot width and remove side setback requirements for single family attached dwelling units (townhomes); to increase the maximum building height for the TC district; and to reduce parking requirements for certain dwelling types.
- E. To consider an ordinance to amend the Zoning Code to increase the maximum floor area ratio, reduce the minimum lot size and increase maximum lot coverage requirements for the NR-3 zone; to reduce the minimum lot width and remove side setback requirements for single family attached dwelling units (townhomes); to increase the maximum building height for the TC district; and to reduce parking requirements for certain dwelling types.
- F. **PUBLIC HEARING** to receive public comments regarding the application to rezone properties located at 911 Mell Avenue, 917 Mell Avenue, 929 Mell Avenue, and 935 Mell Avenue from NR-1 (Low-density Neighborhood District) to NR-3 (High-density Neighborhood Residential District).
- G. To consider the application to rezone properties located at 911 Mell Avenue, 917 Mell Avenue, 929 Mell Avenue, and 935 Mell Avenue from NR-1 (Low-density Neighborhood District) to NR-3 (High-density Neighborhood Residential District).



- H. PUBLIC HEARING** to receive public comments regarding an application to modify zoning stipulation #19 Final Plat of the Parkside Subdivision to allow carports or garages.
- I.** To consider an application to modify zoning stipulation #19 Final Plat of the Parkside Subdivision to allow carports or garages.
- J.** To consider an ordinance to amend Chapter 2, Article 2 of the City Code concerning Council Meetings.
- K.** To consider a resolution to regulate the utilization of the City Attorney's services by Councilmembers.
- L.** To consider an ordinance to amend Chapter 2, Article 3 of the City Code concerning the Code of Ethics to prohibit cash advances of compensation to elected officials.

10. ADJOURNMENT

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Meeting at 7:00 p.m. on Thursday, November 7, 2024. 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_KREo1ObkTtSjXBtSvnp9rg

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

MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON TUESDAY, OCTOBER 1, 2024

On the 1st day of October 2024, at 7:00 p.m., the City Council of Clarkston, Georgia met in regular session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Yterenickia Bell; Jamie Carroll; Susan Hood; and Mark Perkins. Absent: None. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Yolanda McGee (Equity, Diversity, and Inclusion Officer); Dan Defnall (Finance Director); Lolita Grant (new Finance Director); Christine Hudson (Police Chief); Lisa Cameron (Planning and Economic Development Director); Dr. Dwight Baker (Director of Human Resources & Risk Management); Tomika R. Mitchell (City Clerk); Willis Moody (Procurement Consultant); and Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

2. ROLL CALL

All Councilmembers were present.

3. ADMINISTRATIVE BUSINESS/ PRESENTATION

A. To approve minutes the following meetings:

- 09/03/2024 – City Council Meeting
- 09/24/2024 – City Council Work Session Meeting

Councilmember Perkins made a motion to approve the 09/03/2024 City Council Meeting minutes and the 09/24/2024 City Council Work Session Meeting minutes. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

B. Report from State Senator Kim Jackson and State Representative Karla Drenner on the 2025 Legislative Session.

This item was discussed during the Mayor's report.

4. REPORTS

A. Equity, Diversity and Inclusion Report.

- Yolanda McGee, Equity, Diversity and Inclusion Officer gave an overview of the Office of Equity, Community, and Empowerment.

B. City Manager's Report

- Introduced the new Director of Human Resources/ Risk Management and Finance Director.
- Announced the retirement of Finance Director, Dan Defnall.
- Expressed gratitude to employees for working the inclement weather event.
- Registration currently open for the City of Clarkston Youth Soccer Program.
- 2024 Faith & Blue event scheduled for Friday, October 11, 2024.
- Heart of the Mother Earth sculpture unveiling scheduled for Saturday, October 12, 2024.
- "Together for Tomorrow" Town Hall and Safety Summit scheduled for October 17, 2024.
- Trunk or Treat event scheduled for October 26, 2024.
- Veterans Brunch scheduled for Friday, November 8, 2024.
- In observance of Breast Cancer and Domestic Violence Awareness Month, City Hall and the Annex will be lit with pink and purple lights.
- Administrative Offices closed on Monday, October 14, 2024 for the observance of Indigenous People holiday.

C. City Attorney's Report

A. No report.

D. Council Remarks

B. The Councilmembers briefly gave an overview of meetings and events they attended, and projects they are currently working on.

E. Mayor's Report

C. Mayor Burks gave a brief overview of meetings and events she attended and other news of the city.

State Representative Imani Barnes gave an update on the 2025 Legislative Session and what she plans to do for her designated precincts.

5. PUBLIC COMMENTS

The following citizens presented public comments: Johnny Roberts, Mona Ahmed, Esra Ahmed, Guled Abdilahi, Dean Moore, Lisa Morchower, Mary Abera, Gene Hilyard, and Debbie Gathmann.

6. OLD BUSINESS

A. To consider adopting an ordinance to allow grandfathered retail licenses to sell beer, wine, malt beverage and distilled spirits to be transferred or granted to a new qualified licensee at the same location in connection with a change in ownership.

The Council briefly discussed this item and the City Attorney, Stephen Quinn recommended deleting the language "a limited window of opportunity".

Councilmember Perkins made a motion to adopt an ordinance to allow grandfathered retail licenses to sell beer, wine, malt beverages and distilled spirits to be transferred or granted to a new qualified licensee at the same location in connection with a change in ownership with one

modification, under the fourth Whereas in the ordinance, remove the language “a limited window of opportunity”. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

B. To consider for approval an alcohol license application for Mansi 7311, LLC d/b/a Lulu’s Package located at 3900 E. Ponce De Leon Ave., Clarkston, GA 30021.

Vice Mayor Johnson made a motion to approve an alcohol license application for Mansi 7311, LLC d/b/a Lulu’s Package located at 3900 E. Ponce De Leon Ave., Clarkston, GA 30021. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

C. To consider adopting a resolution awarding a contract to the most responsive and responsible bidder, Southern Demolition, LLC for the demolition of the two-story house at Forty Oaks Nature Preserve in the amount of \$39,750 to be funded out of the SPLOST II Fund.

The Council briefly discussed this matter. Councilmember Bell requested a plan and cost analysis on how much it will cost to keep the structure as is and if demolishing one half of the building will not tear up the other.

Councilmember Hood made a motion to not adopt the resolution awarding a contract to the most responsive and responsible bidder, Southern Demolition, LLC for the demolition of the two-story house at Forty Oaks Nature Preserve in the amount of \$39,750 to be funded out of the SPLOST II Fund. The motion did not carry due to the lack of a second to the motion.

Councilmember Carroll made a motion to table this item to the October Work Session and November City Council Meeting. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

D. To consider adopting an ordinance to amend Chapter 3 of the Code regarding alcoholic beverages, to allow “late night sales” for consumption on the premises subject to certain conditions.

Councilmember Carroll made a motion to adopt an ordinance to amend Chapter 3 of the Code regarding alcoholic beverages, to allow “late night sales” for consumption on the premises subject to certain conditions. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (4-1). Councilmember Hood voted “no”.

State Senator Kim Jackson gave an update on the 2025 Legislative Session and what she plans to do for her designated precincts.

7. CONSENT AGENDA

A. To refer the review of committees, councils, and task forces to the Interim City Manager, Tammi Saddler Jones to provide a recommendation in 60 days regarding relevant resolutions to the Council of which entities are still necessary for the city’s goals.

- B. To consider adopting an ordinance approving deannexation of Parcel 18 095 09 008, also known as 1078 Nielson Dr., Clarkston, GA 30021.
- C. To consider for approval an alcohol license application for DBA Tacos & BBQ, LLC d/b/a DBA Tacos & BBQ for restaurant retail on-premises consumption located at 4540 E Ponce de Leon Ave., Clarkston, GA 30021.
- D. To consider adopting a resolution to repeal the City’s non-detainer policy and to require the Clarkston Police Department to cooperate with Federal authorities pursuant to O.C.G.A. §35-1-17.

Councilmember Perkins made a motion to approve the Consent Agenda. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

8. NEW BUSINESS

- A. To consider adopting a resolution to issue a Series 2024 General Obligation Sales Tax (SPLOST II) Bond for \$7,000,000 with Webster Bank.

Councilmember Bell made a motion to adopt a resolution to issue a Series 2024 General Obligation Sales Tax (SPLOST II) Bond for \$7,000,000 with Webster Bank. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

9. ADJOURNMENT

Councilmember Bell made a motion to adjourn. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the meeting adjourned (5-0).

The meeting adjourned at 8:27 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

MINUTES OF A SPECIAL MEETING
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA

HELD IN-PERSON IN SAID CITY ON TUESDAY, OCTOBER 29, 2024

On the 29th day of October 2024, at 6:00 p.m., the City Council of Clarkston, Georgia met in special session in-person in said City. Mayor Beverly Burks called the meeting to order. Vice Mayor Debra Johnson (virtual) and the following members of the City Council were present: Councilmembers Jamie Carroll; Mark Perkins; and Susan Hood. Absent: Yterenickia Bell. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Yolanda McGee (Equity, Diversity, and Inclusion Officer); Dan Defnall (Finance Director); Lolita Grant (new Finance Director); Christine Hudson (Police Chief); Michael Duncan (Parks & Recreation Manager); Dr. Dwight Baker (Director of Human Resources & Risk Management); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

The meeting was called to order at 6:00 p.m.

2. ROLL CALL

3. NEW BUSINESS

- A. To present the Proposed FY 2025 Operating & Enterprise Fund Budget.

Interim City Manager, Tammi Saddler Jones and the Finance Director, Lolita Grant presented the FY 2025 Operating & Enterprise Fund Budget.

The Council discussed the proposed budget and presented comments.

- B. To present the Proposed FY 2025 Fee Schedule.

Ms. Grant briefly gave an overview of the new fee schedule for 2025.

- C. Public Hearing – Public Comments on the Proposed FY 2025 Operating and Enterprise Budget.

The public hearing opened at 6:46 p.m.

Dean Moore presented comments on the Proposed FY 2025 Operating and Enterprise Budget.

The public hearing closed at 6:49 p.m.

4. ADJOURNMENT

Councilmember Carroll made a motion to adjourn. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (4-0).

The meeting adjourned at 6:50 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

MINUTES OF A WORK SESSION
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON TUESDAY, OCTOBER 29, 2024

On the 29th day of October 2024, at 7:00 p.m., the City Council of Clarkston, Georgia met in a Work Session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Yterenickia Bell (virtual & in-person); Jamie Carroll; Mark Perkins; and Susan Hood. Absent: None. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Lolita Grant (Finance Director); Jacob Bouie (Economic Development Coordinator); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER
2. ROLL CALL

Vice Mayor Johnson made a motion to end the meeting at 10:30pm and any item not addressed will move to the next Work Session. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the vote was tied (2-2). Councilmember Carroll and Perkins voted “no”. Mayor Burks voted to break the tie, voting “yes”. Mayor Burks declared the motion approved (3-2).

Vice Mayor Johnson made a motion to remove the three Planning and Zoning Items I, J, and K to the November Work Session. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion failed (2-3). Councilmembers Bells, Carroll, and Perkins voted “no”.

3. PUBLIC COMMENTS

Mayor Burks read the Resident Comment Policy.

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

A. A presentation from Decide Dekalb (Dekalb’s Development Authority): To discuss using a portion of Affordable Housing Trust Fund for down payment assistance.

Terra Washington and Katelin McClure from Decide Dekalb, Dekalb’s Development Authority, gave a presentation on the Affordable Housing Trust Fund for down payment assistance.

Councilmember Bell exited the meeting.

5. OLD BUSINESS

- A. To discuss a resolution awarding a contract to the most responsive and responsible bidder, Southern Demolition, LLC for the demolition of the two-story house at Forty Oaks Nature Preserve in the amount of \$39,750 to be funded out of the SPLOST II Fund.

Willis Moody, the Procurement Consultant gave a brief overview of this item. During the October 1, 2024, Regular Session meeting this item was tabled until the October 29, 2024, Work Session meeting to this provides proponents additional time for to keep the structure time to develop a plan on ways to keep and maintain the structure. If no plan was developed or (outside) funding located, a vote would be taken.

Staff recommended vendor Southern Demolition LLC for approval as the most responsive and responsible Offeror. The award amount of \$39,750.00 for this project should be paid from the SPLOST II Fund.

The Council briefly discussed this matter.

The following citizens presented public comments: Lisa Williams and Johnny Roberts.

This item will be placed on the next City Council meeting agenda for discussion.

6. NEW BUSINESS

- A. To discuss a resolution to appoint Attorney Julie Kert as Solicitor of the Municipal Court and approve a contract with Yeargan & Kert, LLC for Municipal Court Solicitors Services for a term of one year, in the amount of \$2,000 per month/\$24,000 annually, to be funded out of General Fund, effective 1/1/2025.

Interim City Manager, Tammi Saddler Jones stated this item was for approval of a resolution to appoint Attorney Julie Kert as Solicitor of the Municipal Court and approve a contract with Yeargan & Kert, LLC for Municipal Court Solicitors Services for a term of one year, in the amount of \$2,000 per month/ \$24,000 annually, to be funded out of General Fund, effective 1/1/2025. The bid solicitation documents were advertised on the City's website and BidNet Direct between July 18, 2024, and the bid close at 9:30 am, August 13, 2024. Staff recommended vendor Julie Kert, Partner at Yeargan & Kert for approval as the most responsive and responsible Offeror.

Julie Kert gave a brief overview of her background and experience.

Municipal Court, Judge Will responded to questions regarding assisting citizens with language barriers.

Public comments were presented by Dean Moore.

This item will be placed on the next City Council Meeting agenda under the Consent Agenda.

- B. To discuss a resolution awarding a contract to the most responsive and responsible bidder, IKON Filmworks, for public meeting video recording and related services, for a term of one year in the amount of \$38,400 to be funded out of ARPA Funds, effective 11/8/2024.

Willis Moody, Procurement Officer gave brief overview of this item stating the solicitation for this bid was opened on August 8, 2024, and closed on September 4, 2024. A mandatory pre-bid meeting was scheduled for Thursday, August 22, 2024, where multiple vendors attended. The city received seven bids in response to the solicitation. One bidder was disqualified as they did not attend the mandatory pre-bid meeting. After a thorough review, by an evaluation committee composed of three staff members of the remaining bidders, it was determined that IKON Filmworks was the most responsive and most responsible bidder at a cost of \$38,400.

The Council briefly discussed the item.

James Hammond with IKON Filmworks presented comments pertaining to the bid.

This item will be placed on the next City Council Meeting agenda under the Consent Agenda.

- C. To discuss approving the annual insurance premium payment to Lexington Insurance in the amount of \$41,756 for the city's leased office space located at 736 Park North Blvd to be funded out of the General Fund.

Dr. Dwight Baker, Director of Human Resources/ Risk Management gave an overview of this item, providing

Several insurance providers have reviewed the City's request for insurance, with feedback primarily reflecting challenges associated with municipal risk categories and Police Department exposure. Lexington Insurance has expressed flexibility by agreeing to waive their policy fee, although the inspection fee remains mandatory. They require a property inspection to ensure compliance with all safety and building standards. It is recommended that the City move forward with the Lexington Insurance quote at a premium of \$41,756.00, with the understanding that this policy can be canceled if we secure alternative coverage at a more competitive rate.

The Council briefly discussed the item.

This item will be placed on the next City Council Meeting agenda under the Consent Agenda.

- D. To discuss a resolution approving an agreement between the City of Clarkston and AT&T for internet and phone services in the amount of \$46,740 annually, plus a one-time fee of \$5,152 to be funded out of ARPA Funds (*for one year*) and General Fund (*for four years*), effective on or before 11/18/2024.

Kisha Dixon, Executive Assistant to the City Manager, gave an overview of this item stating the locations at 3620 Montreal Creek Ct., 1055 Rowland Street, 3867 Norman Road, and 3913 Church Street will be interconnected using leased fiber known as ASEoD (AT&T Switched

Ethernet on Demand). The head end at 736 Park North Blvd will provide internet connection for all buildings in this design. In the event of an outage, each building will have the capability to offload internet independently, ensuring redundancy across the sites. She then presented brief information regarding the managed equipment, promotional credits, Office@Hand, and the AT&T phone for business advanced. Staff recommends the vendor AT&T for approval to enter into a contract in the amount of \$46,740.00 for this project and should be paid from the American Rescue Act Plan (ARPA), for one year, and General, for four years, funding for a total period of five (5) years as well as the \$5152 one-time fee for the Network and Office@Hand set up.

The Council briefly discussed the item.

AT&T representative, Pete Rabadi clarified what cloud-based phones are.

This item will be placed on the next City Council agenda for discussion.

- E. To discuss a proposal by Veterans and Community Outreach Foundation of Dekalb County for a “Veterans Memorial Statue” to be erected at the pocket park located at the corner of N. Indian Creek Road and E. Ponce de Leon Ave.

Michael Duncan, Parks and Recreation Manager gave a brief overview of this item stating the Veterans and Community Outreach Foundation of DeKalb County would like to honor Clarkston and DeKalb County Black American Veterans who served during the segregation years. They will honor these veterans by erecting a “Veterans Memorial Statue” at the pocket park located at the corner of N. Indian Creek Road and E. Ponce de Leon Ave. The partnership is between the City of Clarkston and the Veterans and Community Outreach Foundation of DeKalb County. More phases and years honoring all DeKalb Veterans will be added as funding and timelines permit.

The Council briefly discussed the item.

Victor Johnson provided comments regarding recognizing the veterans in Clarkston.

This item was for informational purposes.

- F. To discuss an Alcoholic Beverages Late Night Sales application for consumption on premises for Ponce Sports Lounge located at 3924 E. Ponce De Leon Ave., Clarkston, GA 30021.

Tomika Mitchell, City Clerk stated October 1, 2024, The City Council approved an ordinance amending Chapter 3 of the Code, regarding alcoholic beverages, to allow “late night sales” for consumption on the premises subject to certain conditions. The City Clerk’s Office received and reviewed an Alcoholic Beverages Late Night Sales application from Tesfamariyam H. Wegayehu (Mr. Jimmy), owner of Ponce Sports Lounge for Late night alcohol sales for consumption on premises. The location to be considered for this application is located at 3924 E. Ponce De Leon Ave., Clarkston, GA 30021. The Clarkston Police Department met with Mr. Jimmy at Ponce Sports Lounge on October 22, 2024, at approximately 11:30 a.m. to assess the

noise level from the exterior of the business. Mr. Jimmy agreed to monitor the volume closely and keep the music at Level 3, which appeared reasonable and not a nuisance when tested from outside, including the parking lot. The City Clerk determined all terms and conditions have been met pertaining to the ordinance.

The Council briefly discussed the item.

Chief Hudson and Assistant Chief Tood answered questions pertaining to the noise level.

Public comments were presented by Debbie Gathmann, Tracy Menick, and Tim Hall.

This item will be placed on the next City Council agenda for discussion.

G. To discuss Professional Engineering Services for the development of Design/Construction Plans and Permitting for the SPLOST II “bond-funded” Norman Road Dam Reconstruction Project.

Larry Kaiser, City Engineer stated this item was to obtain approval to commence with the SPLOST II bond-funded “Norman Road Design/Construction Plan Development and Permitting” project – Phase I. The safety deficiencies that exist at the Norman Road dam at Clarkston Lakes necessitate moving forward with PH I of the project which begins with the procurement of a civil engineering firm to develop design and construction plans. The City Engineer identified on-going deteriorating conditions of the Norman Road dam as determined through various reconnaissance site visits and geotechnical reports and investigations. The following next steps were recommended for Phase I: Prepare scope of work for engineering design and construction plan development that includes satisfying all regulatory permitting requirements. Scope of work will also include a minimum of two (2) public meetings, development of a minimum of two reconstruction alternative approaches and a Probable Cost of Construction Cost for each; Begin advertising for professional engineering services before the end of January 2025; and Selection of professional civil engineering services will be “qualified-based” where the cost will be a component, not the only consideration, in the selection process.

The Council briefly discussed the item.

This item will be placed on the next City Council Meeting agenda under the Consent Agenda.

H. To discuss contracting services for repairs to Norman Road Dam due to Hurricane Helene.

Larry Kaiser, City Engineer stated this item was to obtain approval for contractor services to repair Norman Road dam and associated infrastructure as outlined in the “Report of Findings - Hurricane Helene Impacts to Norman Road dam” dated September 30, 2024.

Repairs are necessary to minimize further deterioration to the dam. Repairs are required to the Norman Road pavement, the partially collapsed decorative fence at the top of the downstream slope embankment, the stone retaining wall that has partially collapsed along the spillway downstream channel, the cracking/settlement of the roadway concrete flume and the “sloughing” of the downstream embankment slope. Further movement of soils on the

downstream slope will result in negative impacts to the roadway while further compromising the core of the dam. The City Engineer identified the safety deficiencies to the Norman Road dam as outlined in the “Report of Findings” and would recommend that the following steps occur to remediate the issues herein: Prepare scope of services to provide temporary repairs to the areas identified herein; Forward the scope of services to Procurement to advertise to-bid; Recommend the lowest and most qualified bidder and present to city council for approval before the end of the year; and Initiate repairs in January 2025 or sooner.

The Council briefly discussed the item.

This item will be placed on the next City Council Meeting agenda under the Consent Agenda.

- I. To discuss an ordinance to amend the Zoning Code to increase the maximum floor area ratio, reduce the minimum lot size and increase maximum lot coverage requirements for the NR-3 zone; to reduce the minimum lot width and remove side setback requirements for single family attached dwelling units (townhomes); to increase the maximum building height for the TC district; and to reduce parking requirements for certain dwelling types.

Economic Development Director, Jacob Bouie stated this item will be going before the Planning and Zoning Board members on October 31, 2024, at 6:00pm for a recommendation to the Mayor and City with respect to its findings.

Councilmember Bell entered the meeting.

Councilmember Carroll gave a brief overview of this item.

This request comes from the Housing and Infrastructure committee after two (2) full meetings on the topic earlier in the year (April and May), and that there has been a significant amount of public discussion on these items over the past two years.

The Council briefly discussed the item.

Public comments were presented by Chris Becker, Tim Hall, Simone Wilson, Shannon Willow, and Dean Moore.

This item will be placed on the next City Council agenda for discussion.

- J. To discuss the application to rezone properties located at 911 Mell Avenue, 917 Mell Avenue, 929 Mell Avenue, and 935 Mell Avenue from NR-1 (Low-density Neighborhood District) to NR-3 (High-density Neighborhood Residential District).

Economic Development Director, Jacob Bouie stated this item will be going before the Planning and Zoning Board members on October 31, 2024, at 6:00pm for a recommendation to the Mayor and City with respect to its findings.

The Council briefly discussed the item.

The rezoning request is the process of changing the designated zoning of NR-1, low—density to a higher density designation of NR-3. Based on the Clarkston 2040 Comprehensive Plan Future Land Use Map (FLUM), the proposal to rezone the subject properties from NR-1 to NR-3 corresponds with the applied character area of the Traditional Neighborhood Development. These areas are designated to nurture traditional neighborhood development patterns and housing types.

Applicant Garry Rainey gave an overview of the plans for his properties.

Public comments were presented by Tracy Menick, Dean Moore, Tim Hall, Simone Wilson, and Chris Becker.

This item will be placed on the next City Council agenda for discussion.

K. To discuss an application to modify zoning stipulation #19 Final Plat of the Parkside Subdivision to allow carports or garages.

Economic Development Director, Jacob Bouie stated this item will be going before the Planning and Zoning Board members on October 31, 2024, at 6:00pm for a recommendation to the Mayor and City with respect to its findings.

The Council briefly discussed the item.

Zoning case MOD-24-10-001 - The Applicant, Tad Braswell, on behalf of Southwyck Homes, requests a Modification to zoning stipulation #19 on the Final Plat of the Parkside Subdivision. There are 28 remaining buildable lots for improvement in the Parkside Subdivision. A garage verses a carport provides extra protection and personal privacy for storing items such as sports equipment, yard tools, storage items, and more.

Public comments were presented by Tim Hall and Robyn Sands.

Mayor Burks offered apologies to the citizens regarding the process of this matter.

This item will be placed on the next City Council agenda for discussion.

L. To discuss an ordinance to amend Chapter 2, Article 2 of the City Code concerning Council Meetings.

Councilmember Hood gave a brief overview of this item recommending establishing rules concerning the conduct of city council meetings to standardize procedures, encourage efficiency and address councilmember absences.

Mr. Quinn gave a brief overview of the proposed ordinance.

The Council briefly discussed the item and recommended additional changes to the proposed ordinance.

This item will be placed on the next City Council agenda for discussion.

M. To discuss a resolution to regulate the utilization of the City Attorney's services by Councilmembers.

Councilmember Hood gave a brief overview of this item recommending the City Council to control expenses incurred by engaging legal advice from the city attorney and ensure that the city manager is kept abreast of legal issues. The proposed ordinance will regulate the utilization of the City Attorney's services by Councilmembers.

The Council briefly discussed the item.

This item will be placed on the next City Council agenda for discussion.

N. To discuss an ordinance to amend Chapter 2, Article 3 of the City Code concerning the Code of Ethics to prohibit cash advances to elected officials to exclude per diems.

Councilmember Hood gave a brief overview of this item recommending this ordinance to clearly prohibit the mayor and any councilmembers from requesting or receiving any cash advance from the City. This shall not apply to the payment of per diem for travel associated with an approved trip for city business or education purposes."

The Council briefly discussed the item.

This item will be placed on the next City Council agenda for discussion.

O. To discuss the 2025 Holiday Schedule for the City of Clarkston.

Dr. Dwight Baker, Director of Human Resources/ Risk Management stated this item was to approve the 2025 Holiday Schedule for the City of Clarkston, which was the same as last year.

The Council briefly discussed the item.

This item will be placed on the next City Council Meeting agenda under the Consent Agenda.

7. ADJOURNMENT

Vice Mayor Johnson made a motion to adjourn the meeting. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the meeting adjourned (5-0).

The meeting was adjourned at 10:24 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

PROPOSED FY 2025 BUDGET

**Presented By: Tammi Saddler Jones, Interim City Manager
Lolita Grant, Finance Director**

**October 29, 2024 – Public Hearing
November 7, 2024 – Public Hearing and Adoption**

THE PURPOSE OF THE CITY MANAGER'S PROPOSED BUDGET



The one of the most important policy decisions that the City Council makes annually is the consideration and adoption of the operating budget.



The budget represents the vision of the City Council and reflects the needs of the community.



The City's fiscal year budget is from January 1 – December 31. The budget provides a 12-month roadmap for the staff to follow.

Vision - As a multicultural, diverse community, we aspire to be inclusive and responsive, striving for excellence in everything we do.

Mission - It is the mission of the City of Clarkston to provide all citizens with cost effective services, and leadership that is open and responsive to the needs of the community as well as to work for the benefit of all while developing and ensuring the highest quality of life for our residents.

CITY'S VISION & MISSION IS FOCUSED ON:

Staff Development

Public Safety

Economic Development

Infrastructure

Efficient/Effective Services

MOVING FORWARD



TOGETHER

www.clarkstonga.gov

FY25 BUDGET THEME IS: MOVING FORWARD TOGETHER



THE CITY WAS INCORPORATED DEC. 12, 1882. THIS YEAR, WE WILL BE CELEBRATING 142 YEARS AS A CITY (the past)



WE HAVE OVERCOME MANY CHALLENGES (the past)



MANY OPPORTUNITIES ARE AHEAD (the future)



THE WINDSHIELD IS LARGE AND PROVIDES GREAT VISION (the future)



THE REAR VIEW MIRROR IS SMALL BUT PROVIDES IMPORTANT PERSPECTIVE (the past)



MY GOAL IS TO PRESENT A BUDGET FOCUSED ON **MOVING FORWARD TOGETHER** IN 2025

JOURNEY TO THE CM'S PROPOSED BALANCED BUDGET

Budget Kickoff – Budget Instructions were provided to staff. They were instructed to review operational needs for efficient and effective operations.

Staff meeting held to assess office space and technology needs.

The Interim City Manager held 2 meetings with City Council to review the FY 2025 Budget to include the Community Action and ARPA budgets.

Meeting held with Staff and/or City Engineer to discuss Capital Improvement Projects, Fleet and technology needs for 2025 – 2030.

New Initiatives in the budget process required Staff to review Citywide Fees and make recommendations for any changes.

Proposed FY25 BUDGET PLAN

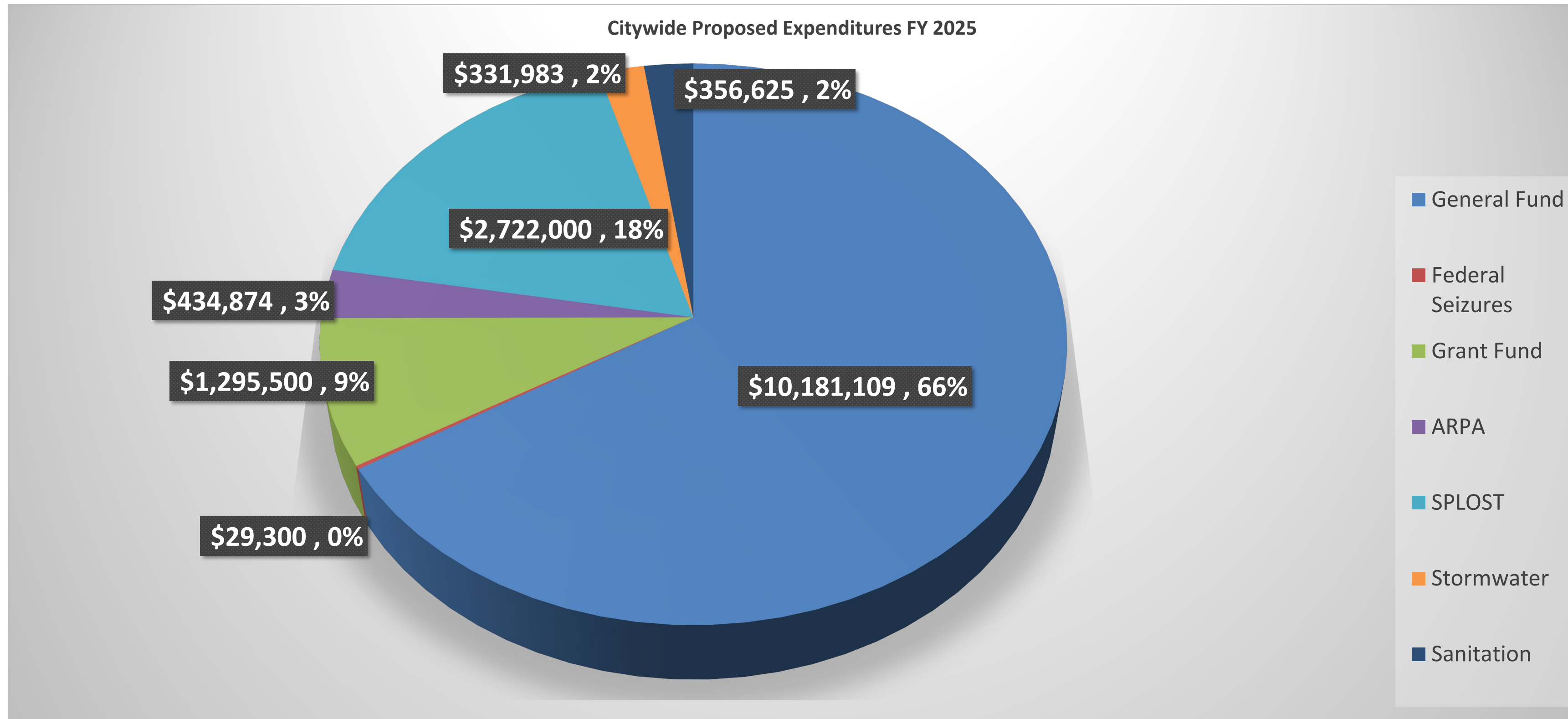
- **3% Cost of Living Adjustment (COLA) for all City Employees - Effective 7/1/2025**
- **Addition of a City Planner and two (2) Summer Interns.**
- **Upgrades for Parks.**
- **Upgrades for Roads and sidewalks.**
- **Purchase Police Cars and Equipment.**
- **Upgrade to technology.**

NEW KEY INITIATIVES TO MOVE THE CITY FORWARD

- **Public Infrastructure Enhancements**
- **Police Cars and Equipment**
- **Future City Facilities - Master Planning**
- **Grant Allocation to Support Community Programs**

Citywide Expenditures Budget FY 2025

THE PROPOSED FISCAL YEAR 2025 BUDGET TOTALS \$15.3 MILLION



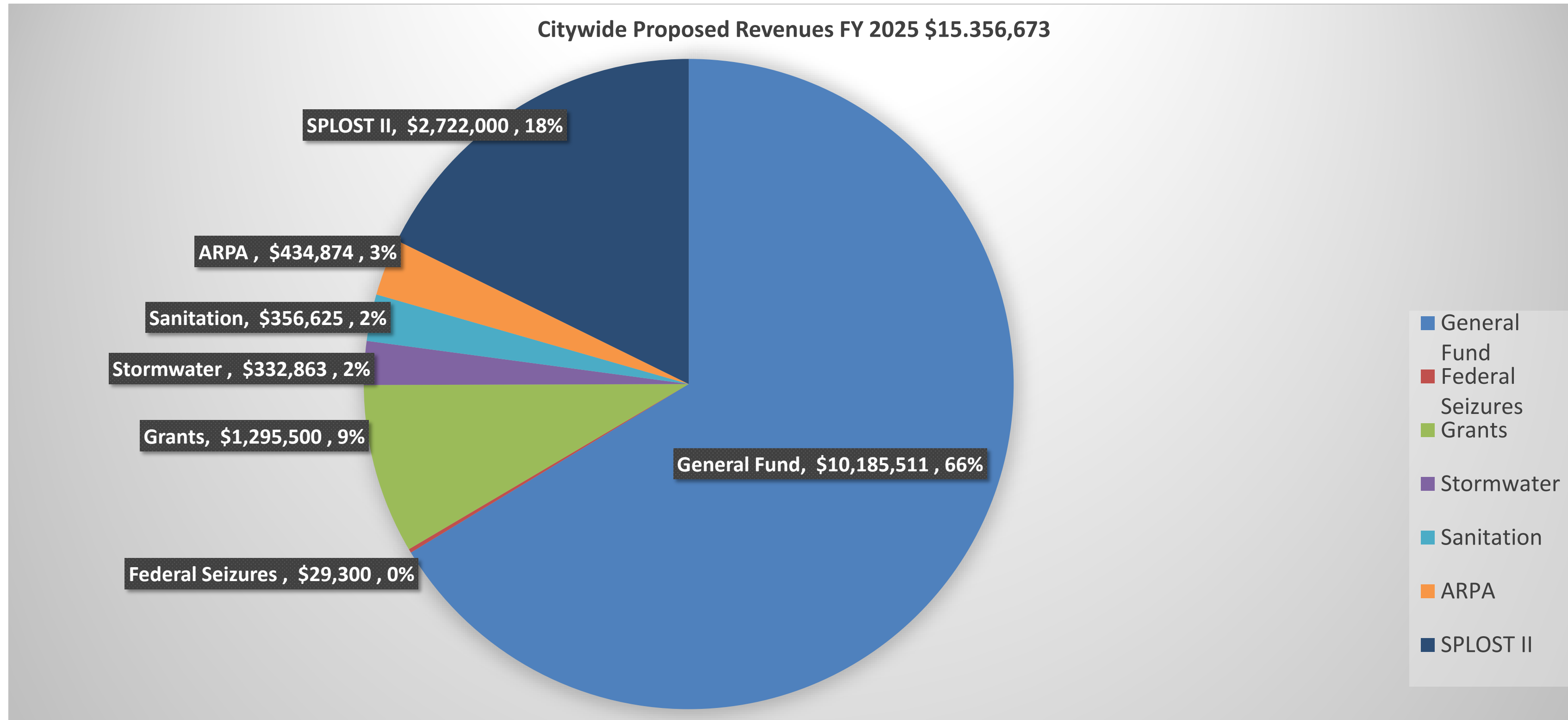
General Fund Proposed Budgeted Expenditures FY 2025

General Fund Expenditures	Proposed Budget FY 2025	Adopted Budget FY 2024	% of General Fund Proposed FY 2025 Budget	% of Total Proposed FY 2025 Budget	Variance
Administration	\$ 2,496,374	\$ 1,787,439	24.36%	16.14%	\$ 686,935
Police	\$ 3,185,162	\$ 3,028,183	31.35%	20.78%	\$ 156,979
Municipal Court	\$ 453,217	\$ 469,095	4.46%	2.96%	\$ (15,878)
Public Works	\$ 1,315,242	\$ 1,235,180	12.95%	8.58%	\$ 80,062
Buildings and Grounds	\$ 618,208	\$ 539,908	6.09%	4.03%	\$ 78,300
Parks	\$ 440,810	\$ 278,060	4.34%	2.88%	\$ 162,750
Planning and Development	\$ 827,834	\$ 775,350	8.30%	5.50%	\$ 67,484
Community Action Projects	\$ 173,000	\$ 158,000	1.56%	1.03%	\$ -
Debt Service	\$ 621,262	\$ 672,000	6.12%	4.05%	\$ (50,738)
Capital Projects - General Fund	\$ 50,000	\$ 274,850	0.49%	0.33%	\$ (224,850)
Total General Fund Expenditures	\$ 10,181,109	\$ 9,218,065	100.00%	66.27%	\$ 941,044

Other Funds Expenditures Budget FY 2025 - continued

Other Funds Expenditures	Proposed FY 2025 Budget	Adopted 2024 Budget	% of Proposed FY 2025 Total Budget	Variance
Federal Seizures Fund	\$ 29,300	\$ 61,200	0.19%	\$ (31,900)
City Seizures Fund	\$ -	\$ 100	0.00%	\$ (100)
Grants Fund	\$ 1,295,500	\$ 1,665,909	8.45%	\$ (370,409)
ARPA Coronavirus Relief Fund	\$ 434,874	\$ 852,128	2.84%	\$ (417,254)
SPLOST Fund	\$ 2,722,000	\$ 3,386,984	17.76%	\$ (664,984)
Stormwater Fund	\$ 331,983	\$ 332,863	2.17%	\$ (880)
Sanitation Fund	\$ 356,625	\$ 310,000	2.33%	\$ 46,625
Total Expenditures - All Funds	\$ 15,351,391	\$15,827,249	100.00%	\$ (497,858)

Citywide Revenues Budget FY 2025



General Fund Revenues Budget FY 2025

General Fund Revenues	Proposed 2025 Budget	% of Total General Fund Revenue	% of Proposed FY 2025 Citywide Revenues	2024 Adopted Budget	Variance
Property Taxes	\$ 6,695,330	65.73%	43.60%	\$ 6,042,990	\$ 652,340
Franchise Fees	\$ 520,437	5.11%	3.38%	\$ 515,396	\$ 5,041
Insurance Premium Tax	\$ 1,359,600	13.35%	8.30%	\$ 1,320,000	\$ 39,600
Business Related Taxes	\$ 516,296	5.07%	2.80%	\$ 449,000	\$ 67,296
Municipal Court Fine	\$ 270,406	2.65%	1.50%	\$ 242,200	\$ 28,206
Permits/Fees for Service	\$ 445,545	4.37%	1.90%	\$ 301,053	\$ 144,492
Other Revenues	\$ 297,897	2.92%	1.40%	\$ 215,196	\$ 82,701
Other Financing Sources	\$ 80,000	0.79%	0.90%	\$ 138,230	\$ (58,230)
TOTAL	\$10,185,511	100.00%	63.78%	\$9,224,065	\$ 961,446

Other Funds Revenues Budget FY 2025 - continued

Other Fund Revenues	Proposed 2025 Budget	Adopted 2024 Budget	Variance
Federal Seizures Fund	\$ 29,300	\$ 61,200	\$ (31,900)
City Seizures Fund	\$ -	\$ 100	\$ (100)
Grants Fund	\$ 1,295,500	\$ 1,665,909	\$ (370,409)
ARPA Coronavirus Relief Fund	\$ 434,874	\$ 852,128	\$ (417,254)
SPLOST Fund	\$ 2,722,000	\$ 3,386,984	\$ (664,984)
Stormwater Fund	\$ 332,863	\$ 332,863	\$ -
Sanitation Fund	\$ 356,625	\$ 310,000	\$ 46,625
Total Revenues - Citywide	\$ 15,356,673	\$ 15,833,249	\$ (476,576)

PUBLIC INFRASTRUCTURE ENHANCEMENTS





The SPLOST II referendum was approved in the November 7, 2023, election. The City of Clarkston is expected to receive \$17,245,978 over six (6) years.

The City Manager's Office will propose budget amendments as we develop more finite project plans for SPLOST II categories. Total SPLOST II collections to date is \$1,544,862.

SPLOST II Allocations by Category

CITY OF CLARKSTON

SPLOST II 2023 PROJECT LISTING

Categories	Estimated Allocation of Tax Proceeds	Category % for SPLOST
ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	\$ 10,347,587	60.0%
A CULTURAL FACILITY, RECREATIONAL FACILITY OR HISTORIC FACILITY	\$3,449,196	20.0%
A COURTHOUSE; ADMINISTRATIVE BUILDING; CIVIC CENTER	\$2,241,977	13.0%
PUBLIC SAFETY FACILITIES, AIRPORT FACILITIES AND/OR RELATED CAPITAL EQUIPMENT	\$1,207,218	7.0%
GRAND TOTAL ESTIMATED	\$17,245,978	100.0%
EXPECTED SIX YEAR SPLOST COLLECTIONS	\$17,245,978	

NEW PERSONNEL RECOMMENDATIONS



New Personnel Recommendations - Workforce Development and Implementation of Best Practices	
Funding for the Class and Compensation Study	\$8,000
Key new staff – One FT Planner in Planning/Economic Development and two (2) Summer Interns <i>(includes salary and benefits for the FT Planner and only salary for Summer Interns)</i>	\$101,352
ESTIMATED TOTAL WORKFORCE	\$109,352

**NEW ADMINISTRATIVE
OFFICE BUILDING
736 PARK NORTH BLVD.**

New Office Space – 736 Park North Blvd.	
Contingency <i>(for unforeseen building, maintenance expenses, etc.)</i>	\$ 50,000
Annual Lease Payments – to begin upon possession of the building	\$390,000
Information Technology	\$135,000
TOTAL PLANNING	\$575,000

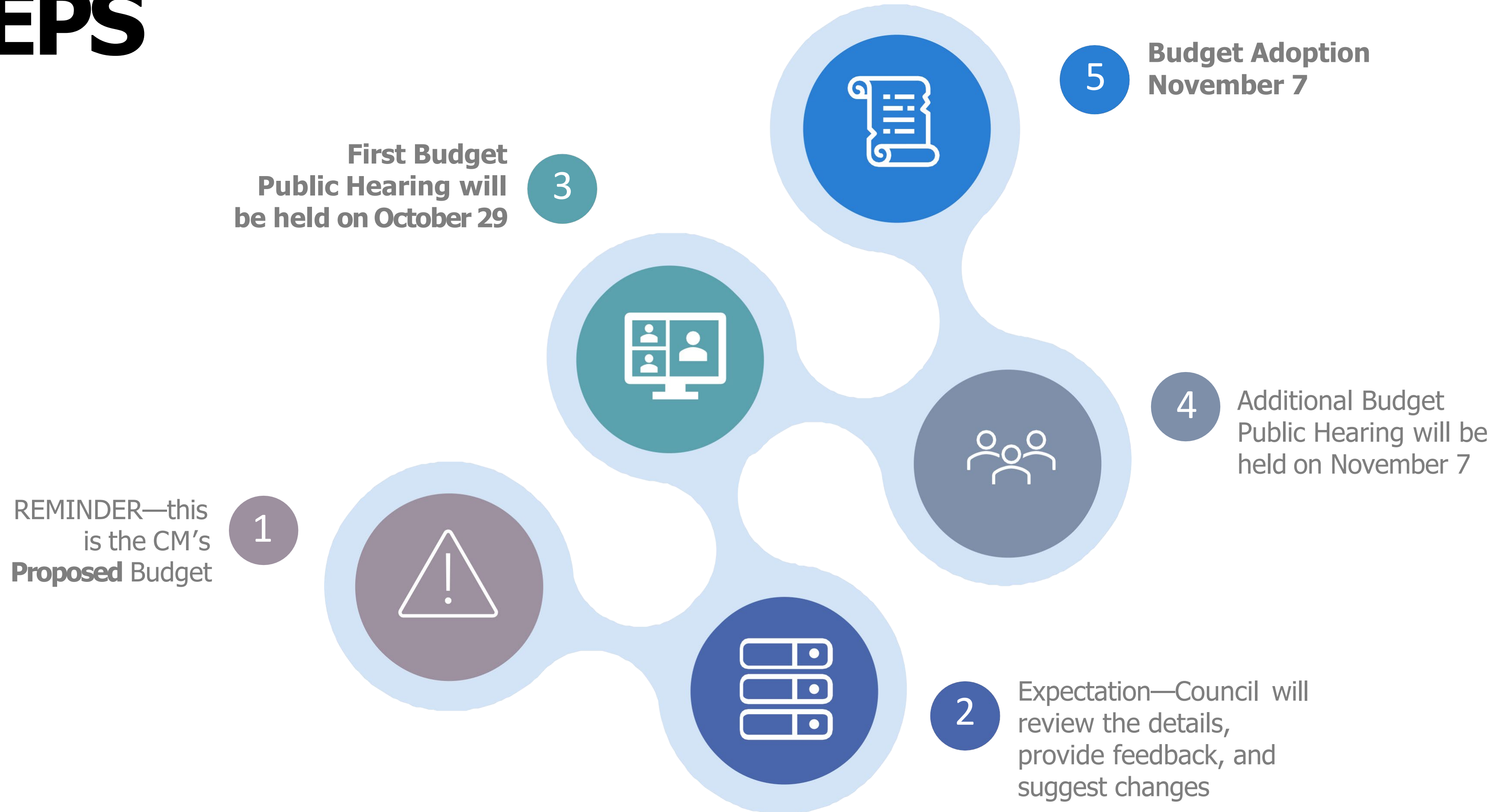


OTHER KEY PROGRAMS AND INITIATIVES



City Programs/Services	
Digitization Initiative	\$15,000
City Annexation Study	\$20,000
Strategic Plan	\$30,000
Community Action Projects	\$173,000
Financial Advisory Services	\$20,000
Facilities Master Plan	\$25,000
ESTIMATED TOTAL SERVICES	\$283,000

NEXT STEPS



Thank you!

**FOR THE OPPORTUNITY TO PRESENT
A *BALANCED* BUDGET FOCUSED ON
MOVING OUR CITY FORWARD, TOGETHER IN FY 2025**

**SPECIAL THANKS TO:
LOLITA GRANT, CPA, FINANCE DIRECTOR
KEISHA DIXON, EXECUTIVE ASSISTANT**

Questions and Comments



ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE THE ADOPTION OF A BUDGET PROPOSED BY THE CITY MANAGER CONTAINING ESTIMATES OF THE PROPOSED REVENUES AND EXPENDITURES OF THE CITY OF CLARKSTON, GEORGIA, AND TO PROVIDE FOR THE LEVY OF TAXES FOR EXPENSES OF SAID CITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025.

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

SECTION 1. That the proposed Fiscal Year 2025 Budget, attached hereto and incorporated herein as a part of this ordinance is hereby adopted as the Budget for the City of Clarkston, Georgia for Fiscal Year 2025, which begins January 1, 2025 and ends on December 31, 2025.

SECTION 2. That the several items of revenues, other financial resources, and source of cash shown in the budget for each fund in the amounts shown anticipated are hereby adopted, and that the several amounts shown in the budget for each fund as proposed expenditures or expenses and uses of cash are hereby appropriated to the departments named in each fund.

SECTION 3. That the "legal level of control" as defined in OCGA §36-81 is set at the departmental level, meaning that the City Manager in the capacity as Budget Officer is authorized to move appropriations from one line item to another within a department, but under circumstances may expenditures or expenses exceed the amount appropriated for a department without a further budget amendment approve by the Mayor and City Council.

SECTION 4. That all appropriations shall lapse at the end of the fiscal year.

SECTION 5. That this ordinance shall be and remain in full force and effect from and after its date of adoption.

SECTION 6. That for the said fiscal year 2025, there are no debt service expenses outstanding for bonds.

SECTION 7. All ordinances or parts of ordinance, inconsistent with this ordinance are hereby repealed.

ADOPTED this 7th day of November, 2024.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk



PROPOSED BUDGET

FISCAL YEAR 2025



MOVING FORWARD, TOGETHER



MAYOR AND CITY COUNCIL



Beverly H. Burks
Mayor



Mark Perkins
Councilman



Yterenickia Bell
Councilwoman



Debra Johnson
Vice Mayor



Susan Hood
Councilwoman



Jamie Carroll
Councilman

City of Clarkston, Georgia
PROPOSED BUDGET FOR FISCAL
YEAR ENDING DECEMBER 31, 2025

Tammi Saddler Jones
Interim City Manager

Lolita Grant, CPA
Finance Director

(This document is a Proposed Budget Only. It is not the Approved FY 2025 Budget). The FY 2025 Budget is not final until the City Council approves and adopts the budget. The proposed budget may be changed up to and including the date of adoption. Revisions along with the final budget will be posted to the City's website.)

City of Clarkston

Proposed Budget

Fiscal Year 2025

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City of Clarkston

Proposed Budget

Fiscal Year 2025

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BUDGET OVERVIEW



October 11, 2024

Dear Mayor and City Council Members:

Presented is the Proposed FY 2025 City of Clarkston Fiscal Budget. The budget was developed in accordance with regulations established by the State of Georgia and with the assistance of staff, Mayor, and Council. The Proposed FY 2025 Budget is balanced, and includes a 3% COLA, funding for a Planner and infrastructure improvements to roads, streets, a new city sign and technology upgrades.

FY 2025 Citywide Proposed Budgeted Revenues for all funds totaled \$15,356,673 a decrease of 3.1% from FY 2024. Expenditure totaled \$15,351,391, a decrease of \$475,858 from last year. Citywide revenues are projected to exceed expenditure by \$4,402. The primary reason for the decreased in revenues and expenditures is due to a decrease in the ARPA and other grant funding and expenditures.

The Proposed FY 2025 General Fund Operating Budget of \$10,185,511 an increase of \$961,446 or 10.42% as compared to FY 2024. The anticipated increases in revenues are from projected increases in property values, insurance premium, occupational, franchise taxes and recommended increases to citywide fees.

The initial stages of the 2025 Budget Process have commenced. The attached document encompasses what we have heard thus far allowing amendments and additional considerations along the way. Copies of the 2025 Budget will be made available to the public electronically on the City of Clarkston website.

Hard copies of the proposed budget will be available for review at the Clarkston Public Library as well as onsite at the Clarkston City Hall Annex.

The Public Hearings where citizens can make comments on the 2025 Proposed Budget will be held Tuesday, October 29, 2024, and Thursday, November 7, 2024. Adoption of the 2025 Budget is scheduled for the Council Meeting held on November 7, 2024.

To allow for a more interactive process and to provide direct input on budget items, a scheduled meeting was held with the Mayor and Council members and the Interim City Manager during the 2025 Budget Pre-construction process. These one-on-one meetings were held during the week of September 9 – 11.

Meetings are planned for October 16 -18 with the Interim City Manager and elected officials to review the Final Proposed FY 2025 Budget. The Mayor and Council will receive an overview of the Proposed FY 2025 Budget and answer any question or concerns. Staff will also be available to answer questions during and after the budget briefing.

As you review the preliminary budget, please share any follow up questions that you have. I appreciate your direction and support as we collectively work towards delivering our community the resources, services and leadership that allows us the comforts of home.

Respectfully,



Tammi Saddler Jones
Interim City Manager

****Revised** Timeline for 2025 Budget Planning Calendar**

August 15	Budget Kick-off Meeting with Department Heads and Distribution of Budget Planning Information
August 21	Capital Expenditure Requests from Department Heads Due
August 23	Updated Projected Amended 2024 Department Narratives and 2025 Proposed Department Narrative/New Project Requests Due to City Manager and Finance
August 26-30	City Manager meets with Department Heads to discuss Budget Requests
September 3	First Draft of Proposed FY 2025 Budget Consolidated
September 9-11	City Manager meets with Mayor/Council for Budget Planning
October 11	Final Consolidated Draft of Proposed FY 2025 Budget for Distribution
October 14 - 18	City Manager meets with Mayor/City Council to review Final Proposed Budget
October 29	Proposed FY 2025 Budget presented to City Council at 6:00PM Special Called City Council Meeting
October 29	1 st Public Hearing on Proposed FY 2025 Budget at 6:00PM Special Called City Council Meeting
November 7	Proposed FY 2025 Budget presented to City Council at 7:00PM City Council Meeting
November 7	2 nd Public Hearing and Adoption of Proposed FY 2025 Budget at 7:00PM City Council Meeting

DEADLINES FOR LEGAL ADS FOR BUDGET NOTICES

- October 3 Ad Submitted to Champion News for Proposed FY 2025 Budget availability Notice
(Ad publication required for week of City Council distribution)
- October 10 Ad Published in Champion News for Proposed FY 2025 Budget availability Notice
(Ad publication required for week of City Council distribution)
- October 10 Ad Submitted to Champion News for Proposed FY 2025 Budget availability & Public Hearing Notice publication for October 29 Public Hearing
- October 17 Ad submitted to Champion News for Proposed FY 2025 Budget availability & Public Hearing Notice publication for November 7 Public Hearing and Adoption
- October 17/24 Ads published in Champion News for Proposed FY 2025 Budget availability & Public Hearing Notice for October 29 and November 7 meetings.

Adoption of the Budget Ordinance:

The budget must be adopted in the form of an ordinance at a public meeting. The council must wait at least one week after the public hearing is held before meeting to adopt the budget. O.C.G.A. § 36-81-6(a).

A prominent notice of the meeting to adopt the budget ordinance/resolution must be published in the Champion newspaper (this information will be included in the ad to run on October 17, 2024 & October 24, 2024) of general circulation (in a location other than where the legal notices are published) at least one week before the meeting to adopt the budget. O.C.G.A. §§ 36-81-6(a) and 36-81-5(e).

ADMINISTRATION 12 Full-Time Equivalents (FTE) and 2 SEASONAL

STAFF: City Manager, Assistant City Manager, City Clerk, Finance Director, (2) Accountant, Executive Administrative/Special Project Manager, Director of Human Resource/Risk Management, Communications Director, Special Coordinator, Diversity Equity, and Inclusion Officer, Administrative Coordinator and two (2) Summer Interns

New Positions in 2025: (2) Summer Interns

Total expenditures in the Administration Department have increased from \$1,787,439 in FY 2025 to \$2,496,374, an increase of \$708,935. The Administration Department budget represents 24.5% of the total General Fund Budget.

Group Health Insurance premium costs for the City increased by 20% for FY 2025 compared to a 38% increase in FY 2024. The overall Group Health Insurance budget for 2024 was \$636,384 and increased by 38.4% to \$833,496 for FY2025. Health Insurance premium costs represent 8% of total General Fund Operating expenditures compared to 8.82% in 2024. The overall increase is due to increased charges by insurance providers.

The City of Clarkston Defined Benefit Retirement Plan contribution costs increased overall by 13.3% from FY2024, \$55,155 to \$628,278 in FY 2025. The pension contributions rates are calculated as a as a percentage of gross salaries. The contribution projected rate increased by .5% from 14.5% to 15% for FY2025. Total Retirement Contributions represents 6.0% of total General Fund Operating expenditures.

POLICE – 23 FTE and 1 PART-TIME

STAFF: Police Chief, Assistant Police Chief, Captain DEA Task Force, Lt- Uniform Patrol, (4) Sergeants for Patrol, (9) Patrol Officers, (3) CID Staff, (1) Sergeant/State Certification, (1) TAC Records Clerk (1 – (Full-time and 1 Part-time) and (1) Social Worker)

New Staff: N/A

Expenditures for the Police Department are budgeted at \$3,185,162 for FY 2025 compared to \$3,028,183 in FY 2024 representing an overall increase of 5.2 %. This increase is primarily due to a proposed COLA of 3%. The Police department budget represents 31.3% of the total FY 2025 General Fund Budget Expenditures.

Full-time personnel includes a Police Chief, who is responsible for the overall management of the department; an Assistant Chief who commands the operational uniform and criminal investigations divisions; one (1) Sergeant who serves as the department’s accreditation and state certification manager and will also serve as the department’s training officer to insure all personnel meet P.O.S.T certification requirements; (1) Captain that is currently assigned to a DEA Task force; one (1) Lieutenant who serves as the uniform patrol commander; three (3) detectives; nine (9) patrol officers; four (4) Sergeants for patrol, and a TAC records clerk.

The recruitment of qualified and desirable candidates to fill the Patrol Officer positions has increased compared to previous years. There has been a reduction in the number of qualified individuals who choose law enforcement as a profession. Consequently, competition to attract and employ qualified candidates has increased.

MUNICIPAL COURT – 3.0 FTE

STAFF: Chief Court Clerk, (2) Court Clerk

Municipal Court’s budgeted expenditures for FY 2025 is \$453,217 compared to \$469,095 in FY2024, An overall decrease of \$15,878. As a direct result of increasing the law enforcement officers and changes in the State and local regulations, staff expects overall enforcement, safety, compliance, and courts revenues increased in FY 2025.

PUBLIC WORKS/BUILDING & GROUNDS 9.0 FTE

STAFF: Public Works Director, Public Works Manager, (2) Laborers, (2) Equipment Operators, (1) CDL Drivers, (2) Crew Leaders

New Staff: N/A

The FY2025 Operating Budget for Public Works, Building & Grounds and Parks is \$1,315,242 and \$618,208, respectively. An increase of \$80,062 and \$78,300 respectively over FY 2024 Budgeted Expenditures. The total combined budget for Public Works and Building and Grants represents 17.4% of the total General Fund Expenditures Budget.

To maintain our parks more effectively, two laborers will be transferred from Public Works to the Parks Department. Public Works’ staff will continue to ensure the maintenance and care of the City’s rights-of-way, including streets and sidewalks. They will also perform a variety of maintenance, beautification, and improvement including all mowing/weeding of the CSX right-of-way throughout the city limits. Tree trimming/removal management and abatement services will remain the responsibility of Public Works.

\$50,000 is budgeted as a contingency for IT infrastructure.

PARKS AND RECREATION 3 FTE

Staff: One (1) Director and two (2) Laborers

New Staff: Two (2) Laborers transferred from Public Works

The FY 2025 Proposed Budget for Parks and Recreation is \$440,810 and an increase of \$162,750 over last year. The primary reason for the increase is attributed to the reassignment of two laborers and increase in cost to implement new programs such as soccer, flag ball, etc.

PLANNING/ECONOMIC & DEVELOPMENT – 6.0 FTE

STAFF: Director of Planning/Economic Development, City Engineer, (2) Code Compliance Officer, Economic Development Coordinator and 1 Planner

New Staff: Planner

The Planning/Economic and Development Director is responsible for all zoning, plan review, building inspection and permitting functions. The Planning & Development Director is responsible for the management of all technical consultants for Planning and Economic Development. In addition, Planning/Economic and Development Director provides technical assistance to the Planning and Zoning Board, Mayor and City Council, and the City Manager. Professional fees for zoning, planning, and building Inspection services are currently budgeted in this department.

Effective code enforcement will continue to be critical to the future success of Clarkston's economic development efforts. Given the age of many of the commercial, retail, and multi-family dwellings, the City will continue to focus on addressing persistence property maintenance issues. Therefore, for FY 2025, the city will continue to provide code enforcement services utilizing two full-time staff positions. Additionally, the City will contract with third-party vendors as needed to assist staff with construction plan reviews and after-hours compliance enforcement performed in conjunction with the police department.

The recommended FY2025 budget for Planning and Development is \$827,834, an increase of \$52,484 over FY2024 budget of \$775,350. The Proposed Budget for FY 2025 is approximately 8.1% of the total budgeted General Fund Expenditures.

Community Action Projects

The City of Clarkston believes that it is important to support programs and projects that enhance the quality of life for all residents. Therefore, in FY 2025, the City has appropriated \$58,000 to support Special Events. An additional \$100,000 is budgeted for Community Action Projects through a newly developed City Grant Program. The grant program will provide limited funding to support community action programs that benefit Clarkston Residents. The City Manager's Office and Finance Department will oversee the grant process.

The Community Action Projects FY 2025 Proposed Budget of \$173,000 is increased by \$15,000 from FY 2024. It is 1.7% of total budgeted General Fund Expenditures.

Debt Service

The City anticipates the need to obtain a TAN, (Tax Anticipation Note) of \$700,000 – 950,000 in FY 2025 as bridge funding until property tax revenues are received during the fourth quarter of 2025. The City typically uses TANs to funding of operations until property taxes revenues are collected.

The FY 2025 General Fund appropriation for Debt Service is \$621,2620 compared to \$672,000 budgeted in FY 2024.

SPLOST Fund

The first SPLOST referendum was approved by the voters on November 7, 2017, and collections started in March 2018 and expire on March 31, 2024. The SPLOST II referendum was approved November 7, 2023. Estimated SPLOST II tax proceeds for FY2025 is \$2,722,000. In FY 2024, the City issued Revenue Bonds in the amount of \$7,000,000 with the principal and interest payments to be paid from SPLOST Tax proceeds over (5) years. The SPLOST Fund expenditures budget for FY 2025 totals \$2,722,000 for interest and principal payments.

Storm Water Utility Fund

Storm Water Utility Revenue is estimated at \$332,863 for FY 2025. During 2025, the City will continue to address storm water maintenance issues and implement the Storm Water Management Plan as required by the Georgia Environmental Protection Division. The City, in prior years, tested ERU calculations for several parcels and determined that many had errors. Therefore, in 2025, the City will continue to conduct an audit of Stormwater ERU calculations.

The City has allocated \$107,650 in salaries and payroll taxes to the Stormwater Fund from the Public Works department to account for staff time spent during the winter and early spring to perform annual stormwater maintenance and clearance of storm water structures. Total Proposed Storm Water Fund Expenditures FY 2025 are at \$331,983 is \$880 lower than last year.

Sanitation Enterprise Fund

The Sanitation Enterprise Fund continues to perform adequately. Expenditures and revenues for FY 2025 are projected at \$356,000. City Staff is currently reviewing three Requests for Proposals for Sanitation Services to begin in 2024.

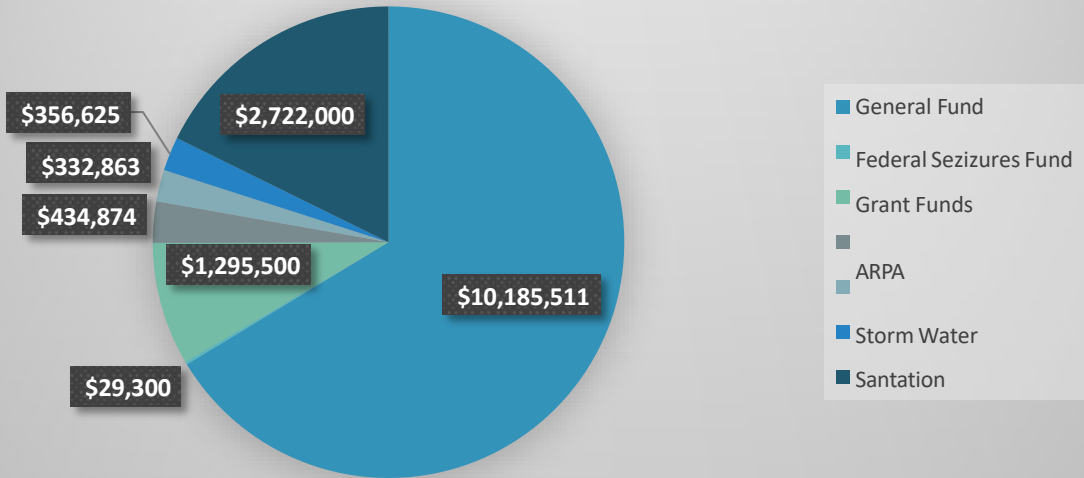
Grant Funds

The City of Clarkston has budgeted seven sources of grant funding for FY025 as follows:

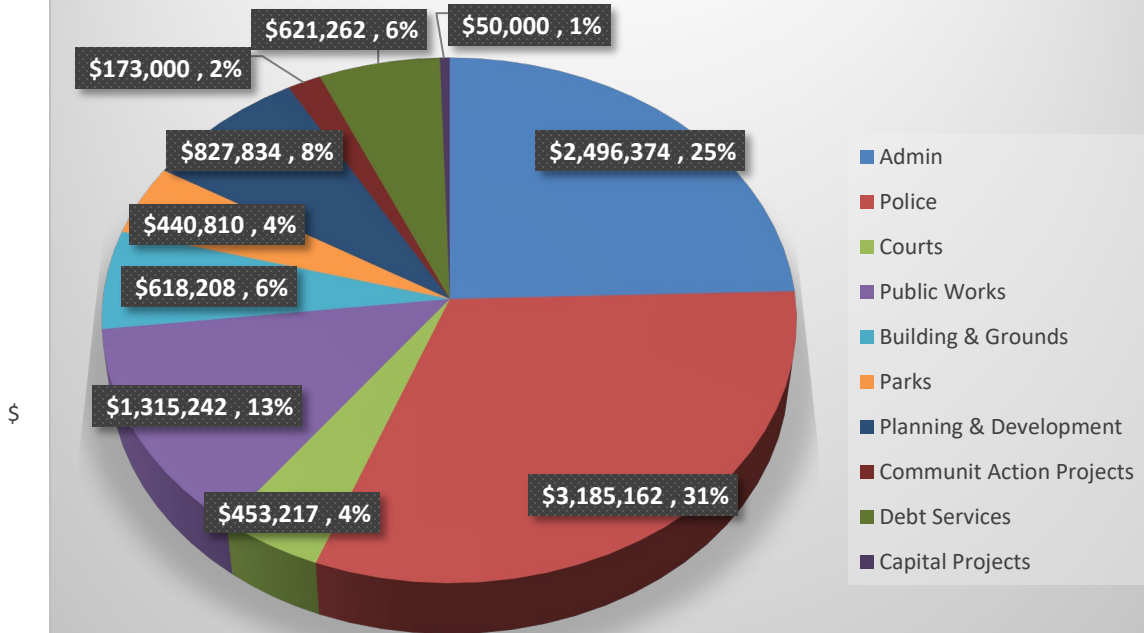
Local Maintenance & Improvement (LMIG) state grant fund	\$ 120,000
SS4A-Safe Streets & Roads Planning Grant	\$1,000,000
Public Safety & Violent Crime Reduction Grant	\$ 161,500
Opiod Settlements	\$ 10,000
Dept of Justice – Bulletproof Vest Reimbursement Grant	<u>\$ 4,000</u>
Total	\$1,295,500

The Proposed FY 2025 Budget of \$1,295,500 the Grant Fund revenues and expenditures are \$370,409 lower when compared to FY 2024 budgeted amounts of \$1,665,909.

City of Clarkston Citywide Proposed Budgeted FY 2025 Revenues \$15,356,673



General Fund Proposed Budget Expenditures FY 2025 \$15,351,391



CITY OF CLARKSTON PROPOSED 2025 BUDGET

As of October 11, 2024	2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 09/30/2024	% OF BUDGET	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET
REVENUES						
General Fund	7,532,872	9,224,065	2,250,342	58.3%	9,253,328	10,185,511
Other Funds:						
Federal Seizures Fund	11,064	61,200	101,891	0.4%	152,500	29,300
City Seizures Fund	-	100	-	0.0%	-	-
Grants Fund	360,238	1,665,909	426,644	10.5%	633,361	1,295,500
HOST Fund	70,821	-	-	0.0%	-	-
Stormwater Fund	232,280	332,863	65,492	2.1%	332,853	332,863
Sanitation Fund	287,718	310,000	215,461	2.0%	331,461	356,625
Affordable Housing Trust Fund	-	-	-	0.0%	-	-
ARPA Coronavirus Relief Fund	1,027,392	852,128	419,113	5.4%	862,031	434,874
SPLOST Fund	2,481,195	3,386,984	2,302,214	21.4%	3,386,984	2,722,000
Total Revenue - All Funds	\$ 12,003,579	\$ 15,833,249	\$ 5,781,157	100.0%	\$ 14,952,518	\$ 15,356,673

100.0%

EXPENDITURES						
GENERAL FUND EXPENDITURES						
Administration	1,430,060	1,787,439	1,333,358	11.3%	1,711,306	2,496,374
Police	2,357,354	3,028,183	2,006,749	20.9%	2,792,570	3,185,162
Municipal Court	407,183	469,095	263,199	0.0%	381,825	453,217
Public Works	1,073,824	1,235,180	823,191	66.6%	1,150,495	1,315,242
Buildings and Grounds	153,953	539,908	400,922	74.3%	907,668	618,208
Parks	164,363	278,060	198,661	71.4%	307,116	440,810
Planning and Development	425,130	775,350	397,987	51.3%	703,397	827,834
Community Action Projects	56,961	158,000	49,843	31.5%	100,000	173,000
Debt Service	744,587	672,000	411,320	61.2%	681,200	621,262
Capital Projects Fund - General Fund	374,252	274,850	128,265	46.7%	257,394	50,000
Total General Fund Expenditures	7,187,669	9,218,065	6,013,494	65.2%	8,992,972	10,181,109
Other Funds Expenditures						
Federal Seizures Fund	106,438	61,200	7,500	12.3%	152,500	29,300
City Seizures Fund	-	100	-	0.0%	-	-
Grants Fund	356,892	1,665,909	426,644	0.0%	633,361	1,295,500
ARPA Coronavirus Relief Fund	1,027,142	852,128	419,001	49.2%	862,031	434,874
HOST Fund	70,821	-	-	0.0%	-	-
SPLOST Fund	2,481,195	3,386,984	2,301,993	68.0%	3,528,984	2,722,000
Affordable Housing Trust Fund	-	-	-	-	-	-
Stormwater Fund	232,320	332,863	212,472	63.8%	350,824	331,983
Sanitation Fund	287,718	310,000	215,461	69.5%	331,461	356,625
Total Expenditures - ALL FUNDS	11,750,196	15,827,249	9,596,565	60.6%	14,852,133	15,351,391

General Fund Surplus/(Deficit)	345,203	260,356	4,402
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General Fund Expenditures Allocation by Function

	2024 Projected	% of Budget	2025 Budget	% of Budget
Administration	1,711,306	19.0%	2,496,374	24.5%
Planning & Development	703,397	7.8%	827,834	8.1%
Public Safety	2,792,570	31.1%	3,185,162	31.3%
Municipal Court	381,825	4.2%	453,217	4.5%
Community Development Projects	100,000	1.1%	173,000	1.7%
Public Works	2,365,279	26.3%	2,374,260	23.3%
Debt Service	681,200	7.6%	621,262	6.1%
Capital Projects	257,394	2.9%	50,000	0.5%
	8,992,972	100.0%	10,181,109	100.0%

EXPENDITURE	CITY OF CLARAKSTON PROPOSED Budget FY 2025						
	As of October 11, 2024	2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 09/30/2024	% OF BUDGET	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET
GENERAL ADMINISTRATION - 10-1110, 1310, 1330, 1400, 1500							
Council Salaries	511,100	72,000	72,000	47,250	65.6%	65,000	72,000
Council Health Insurance	512,100	40,746	52,224	20,166	38.6%	24,000	39,312
Council/FICA	512,200	4,450	4,464	2,930	65.6%	3,940	4,464
Council Medicare	512,300	1,041	1,044	685	65.6%	940	1,044
Council Retirement	512,400	11,801	10,440	7,581	72.6%	10,440	10,800
Council/Travel	523,500	7,215	8,000	4,574	57.2%	8,000	15,000
Council/Education/Training	523,700	4,251	8,000	3,676	45.9%	8,000	15,000
							-
Mayor/ Salary	511,100	15,000	15,000	11,250	75.0%	15,000	15,000
Mayor Health Insurance	512,100	9,634	10,284	8,599	83.6%	10,284	13,104
Mayor/FICA	512,200	930	930	698	75.0%	930	930
Mayor/Medicare	512,300	218	218	163	74.8%	218	218
Mayor Retirement	512,400	2,458	2,175	1,579	72.6%	2,458	2,250
Mayor/Travel	523,500	737	3,000	1,313	43.8%	3,000	6,000
Mayor/Membership & Dues	523,600	1,000		1,000		1,000	-
Mayor Education/Training	523,700	765	1,500	1,385	92.3%	2,500	6,000
							-
Gen Adm/Salaries	511,100	534,265	785,496	302,919	38.6%	517,600	1,076,542
Gen Adm/Group Ins	512,100	60,936	90,720	65,303	72.0%	90,720	157,248
Gen Adm/FICA	512,200	30,696	48,701	18,692	38.4%	32,091	66,746
Gen Adm/Medicare	512,300	7,704	11,390	4,371	38.4%	7,505	15,610
Gen Adm/Retirement	512,400	75,438	113,897	82,705	72.6%	110,274	171,541
Gen Adm-Unemployment	512,600	13,260	-	-	0.0%	5,000	10,000
Gen Adm/Work Comp	512,700	2,657	5,446	1,766	32.4%	1,800	5,704
Tax Billing/Coll Svc	521,100	4,054	4,500	4,056	90.1%	4,100	4,100
Gen Adm-Board Elections	521,110	7,401	5,500	0	0.0%	7,500	7,500
City Auditor	521,200	50,000	57,500	82,500	143.5%	82,500	57,500
City Attorney	521,210	108,407	113,000	91,684	81.1%	157,000	130,000
Gen Adm/Professional	521,215	154,626	111,000	373,929	336.9%	258,700	293,000
Computer/Hard& Soft	521,300	73,990	83,210	80,167	0.0%	112,506	109,200
Gen Adm/-Repairs/Maint	522,200	-	3,000	-	0.0%	3,000	3,000
Equip/Rental/Lease	522,320	4,086	4,800	2,906	60.5%	4,800	10,000
Prop/Liability Ins	523,100	37,859	40,000	30,445	76.1%	40,000	40,000
Communications	523,200	3,018	3,600	3,081	85.6%	4,600	5,000
Postage	523,210	2,375	3,600	2,040	56.7%	2,500	4,600
Advertising	523,300	3,942	6,000	2,128	35.5%	5,000	6,000
Printing Service	523,400	12,833	12,000	7,354	61.3%	12,000	12,000
Travel	523,500	4,945	12,000	4,730	39.4%	10,000	15,000
Dues & Fees	523,600	29,102	32,000	21,781	68.1%	30,000	36,161
Education	523,700	6,505	10,000	6,392	63.9%	10,000	13,000
Other Miscellaneous Expense	523,910	5,796	5,000	6,721	134.4%	10,000	7,000
Bank/Finance Chgs	523,920	8,220	12,400	7,221	58.2%	11,000	12,400
General Supplies	531,100	4,421	10,000	6,913	69.1%	10,000	12,000
Books & Periodicals	531,400	0	400	0	0.0%	400	400
Small Equipment	531,600	6,664	10,000	10,295	0.0%	12,000	10,000
Uniform	531,700	0	1,000	411	41.1%	1,000	2,000
Other Supplies	531,710	2,016	2,000	0	0.0%	2,000	2,000
General Administration Capital	542,200		-				-
Furniture and Fixtures	542,300	-		-			-
Computer Equipment	542,400	-		-	0.0%		-
Bad Debt Expense	574,000	2,600				-	-
TOTALS		1,430,060	1,787,439	1,333,358	74.6%	1,711,306	2,496,374

CITY HALL- GENERAL ADMINISTRATION BUDGET
2025

1100	CITY COUNCIL	
11100	City Council Salaries	\$72,000
512100	City Council Health Insurance	\$39,312
512200	City Council FICA	\$4,464
512300	City Council Medicare	\$1,044
512400	City Council Retirement	\$10,800
523500	City Council Travel	\$15,000
523700	City Council Training	\$15,000
	SUBTOTAL COUNCIL	\$157,620
1300	MAYOR	
511100	Mayor Salaries	\$15,000
512100	Mayor Health Insurance	\$13,104
512200	Mayor FICA	\$930
512300	Mayor Medicare	\$218
512400	Mayor Retirement	\$2,250
523500	Mayor Travel	\$6,000
523700	Mayor Training	\$6,000
	SUBTOTAL MAYOR	\$43,502

01500	GENERAL ADMINISTRATION	
00051	PERSONAL SERV. & EMPLOYEE BEN.	
511100	Administration Full Time/Interim Salaries Funding for 12 positions: City Manager, Assistant City Manager, City Clerk, Finance Director, Accountant, Executive Assistant/Special Projects Manager (formerly titled Admin Coordinator position), Director of Communications, Diversity, Equity, & Inclusion Officer, Director of Human Resources/Risk Management and the Special Events Coordinator.	\$1,057,342
511200	Administration Salaries Part Time (none at this time) 2 Summer Interns Full-time @\$20 per hour for 12 Weeks during the summer.	\$19,200
511300	Administration Overtime	\$0
512100	Administration Insurance- Health	\$157,248
512200	Administration Social Security FICA (6.2%)	\$66,746
512300	Administration Medicare (1.45%) Total Salaries – Full-time 1.45% x total	\$15,610
512400	Administration Retirement Contributions GMEMBS Pension Plan 20.4% of annual full-time salaries	\$171,541
12500	Administration Tuition Reimbursement	\$0
512700	Administration Worker’s Compensation (GMA)	\$10,000
512700	Administration Worker’s Compensation (GMA)	\$5,704
SUBTOTAL	PERSONNEL/EMPLOYEE BENEFITS	\$1,503,391
00052	PURCHASED CONTRACTED SERVICES	
521100	Administration Tax Billing/Collection Services DeKalb County Tax Commissioner Property Tax Billing	\$4,100
521110	Administration Board of Elections Services	\$7,500

Dekalb County Board of Elections Services

521200	Administration Audit Fees	\$57,500
	Annual Audit \$50,000	
	A133 Single Audit due to Federal Grants \$7,500	
521210	Administration City Attorney Fees	\$130,000
	City Attorney Fees \$8,000 monthly \$96,000	
	Bond Attorney Fees – Tax Anticipation Note \$5,000	
	Other Attorney Fees \$29,000	
521215	Administration Professional Services Fees	\$293,000
	Digitization of Files \$15,000	
	Annexation Study \$20,000	
	GMA Service -City Council/Staff Retreat 2024 \$ 1,000	
	Facilities Master Planning \$30,000	
	Interpretation Projects \$10,000	
	Financial Advisory Services \$20,000	
	Audio-Visual Services \$90,000	
	Procurement Consultant (\$3500 per month) \$42,000	
	Strategic Planning Consultant \$30,000	
	Wage and Comp Study -Carryover from 2024 \$10,000	
	Facilities Master Plan \$25,000	
521300	Administration Information Technology Services	\$109,200
	VC3-Website Annual Maintenance \$600 per mo. \$7,200	
	VC3, Inc – Info Tech Support Svc \$3,600 per mo. \$43,200	
	INOVA Payroll Processing Fees \$14,000	
	Open RDA Accounting Software Support and Maintenance Fees \$8,200	
	Next Request (Open Records Software) \$9,800	
	Archive Social - Social Media (Admin &Police) \$1,800	
	Agenda Management Software \$25,000	
522200	Administration-Repairs & Maintenance	\$3,000
522320	Administration Equipment Rental	\$10,000
	Neopost Postage Machine Rental \$300/quarter \$1,200	
	Toshiba Copier Allowance for 1 additional copier \$7,200	
523100	Administration Insurance - (GIRMA)	\$40,000
	Administration Liability Insurance	

523200	Administration Communications AT&T FirstNet Cell Phones/Wireless Devices \$417 per mo.	\$5,000
523210	Administration Postage & Shipping United States Postal Service, UPS and FedEx charges. \$300 per month	\$4,600
523300	Administration Advertising - Legal Cost for advertising public hearings, grant bids, RFPs, and other state requirements.	\$6,000
523400	Administration Printing & Binding Printing and copy costs associated with stationary, envelopes, business cards, forms, etc. \$2,000 Municode updates \$8,000 Toshiba copier printing overage billings \$2,000	\$12,000
523500	Administration Travel Hotel expense and travel reimbursement for conferences, mileage reimbursements City Clerk Conference Travel-Hotels, Mileage and Meals \$2,000 City Manager Travel-Hotels Mileage, and Meals \$5,000 Finance Staff Travel \$4,000 Other Staff \$4,000	\$15,000
523600	Administration Dues & Subscriptions Dues for professional associations and subscriptions African-American Mayors Association \$1000 DeKalb Municipal Association \$10,500 GMA Telecom Fees \$8,400 GMA Membership Dues \$5,500 National League of Cities Dues \$1,300 DeKalb Chamber of Commerce \$500 GCCMA Dues-City Manager \$275 GGFOA Dues – Fin. Dir & Staff \$150 GLGPA Dues – City Clerk \$50 GMCA Dues – City Clerk \$115 IIMC Dues – City Clerk \$200 Welcoming America Dues \$500 National Civic League \$275 ICMA Dues- City Manager \$1,200 New Staff Dues \$2,555	\$36,161

	ICMA Dues	\$200	
	AICPA	\$850	
	GAICPA	\$400	
	The United States Conference of Mayors	\$2,191	
523700	Administration Education & Training		\$13,000
	Total administrative costs associated with registration costs or conferences, certifications, and training for:		
	City Manager – Conferences	\$2,500	
	City Clerk – GMA City Clerk Conferences	\$1,000	
	City Clerk – GMCA Regional/Virtual Trainings & Conferences	\$1,750	
	City Clerk – IIMC Virtual Athenian Dialogues	\$500	
	Two Accountants – Training/Conferences	\$1,500	
	Finance Direct GGFOA & GFOA	\$1200	
	GLGPA-CHRM	\$1,000	
	New Staff	\$3,550	
523910	Administration Miscellaneous Expense		\$7,000
	Drug testing, background checks, employee recognition pins, florist bills, and unforeseen administrative expenses.		
	Employee Appreciation		
	Cost of meals for meetings		
523920	Administration Bank Fees & Charges		\$12,400
	Wells Fargo Bank Analysis Fees \$300/mth = \$3,600		
	Bankcard#8824 Credit Card Processing Fees = \$400/mth = \$4,800		
	AMEX #9807 Credit Card Processing Fees = \$300/mth = \$3,600		
	Banking Supplies-Deposit slips, etc. = \$400		
SUBTOTAL	PURCHASED AND CONTRACT SERVICES		\$765,461
00053	SUPPLIES		
531100	Administration Office Supplies		\$12,000
	Paper, pens, individual printers, printer cartridges, high quality documents, photos, copied material, folders, spiral notebooks, etc.		
531400	Administration Books & Periodicals		\$400
	Books, manuals, and other published information.		
531600	Administration Small Equipment		\$10,000
	Replacement Laptops/Equipment		

531700	Administration Uniforms Staff Positions (3 articles of clothing each)	\$2,000
531710	Administration Other Supplies Office Furnishings or replacement	\$2,000
SUBTOTAL SUPPLIES		\$26,400
TOTAL ADMINISTRATION (DEPT 1500)		\$2,295,252
TOTAL 1110, 1310, AND 1500		\$2,496,374

EXPENDITURE	CITY OF CLARKSTON PROPOSED BUDGET FY 2025						
		2024 ADOPTED BUDGET	2024 ACTUAL AS OF 09/30/2024	% OF BUDGET	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET	
As of October 11, 2024	2023 ACTUAL						
POLICE DEPARTMENT - 30-3200							
Salaries-Full Time	511100	1,216,511	1,627,090	992,698	61.0%	1,477,746	1,663,637
Salaries-Part Time	511200	-	40,000	-		-	41,198
Overtime	511300	41,755	16,000	50,066	312.9%	66,750	25,500
DEA Task Force Overtime	511310	45,868	28,000	36,878	131.7%	48,000	28,000
Health Insurance	512100	186,206	272,574	180,624	66.3%	230,624	364,920
FICA Contributions	512200	78,269	106,088	65,070	61.3%	98,735	109,017
Medicare Contributions	512300	18,305	24,811	20,462	82.5%	23,091	25,496
Retirement Contribution	512400	227,055	242,308	175,950	72.6%	234,600	270,512
Workers Compensation Insurance - GMA	512700	62,459	83,555	62,658	75.0%	62,658	89,807
Uniforms-Protective Gear	512905	757	4,536	3,038	67.0%	4,536	4,536
Uniforms	512910	13,501	21,130	9,024	42.7%	13,500	22,068
Professional Services	521220	3,776	4,280	1,650	38.6%	3,000	4,280
Police Admin IT Fee	521300	97,879	103,200	69,868	67.7%	93,947	95,000
Repairs/Maint	522200	49,275	52,500	79,451	151.3%	83,105	80,000
Vehicle Repairs/Maint	522210	31,267	50,000	46,105	92.2%	52,500	30,000
Equip/Rental-Lease	522320	80,366	87,150	34,775	39.9%	78,035	78,000
Liability Insurance -GIRMA	523100	88,699	96,000	115,479	120.3%	113,500	96,000
Communications	523200	16,769	21,600	13,569	62.8%	22,290	21,600
Postage	523210	-	500	51	10.1%	100	500
Advertising	523300	702	2,000	-	0.0%	500	2,000
Prinitng	523400	2,616	3,000	1,756	58.5%	2,000	3,000
Travel	523500	6,021	10,760	3,362	31.2%	6,000	11,450
Dues & Fees	523600	13,704	20,501	10,932	53.3%	13,753	20,501
Education/Training	523700	5,256	7,000	2,728	39.0%	5,000	8,740
Other Expense	523910	1,830	2,000	967	48.4%	2,000	3,000
Office Supplies	531100	3,180	3,000	4,051	135.0%	5,000	5,000
Supplies-Special Events & Comm Relatons	531120	2,861	8,000	5,543		8,000	10,000
Investigative Supplies - CID	531130	1,338	2,500	1,120	44.8%	3,000	3,000
Community Relations	531140	1,152		2,175		2,500	-
Gas, Oil & Diesel	531270	49,483	70,000	8,879	12.7%	20,000	50,000
Books & Periodicals	531400	611	400	235	58.8%	400	400
Small Equipment	531600	9,883	17,700	7,584	42.8%	17,700	18,000
Police - Vehicles	542200	-					-
Totals		2,357,354	3,028,183	2,006,749	66.3%	2,792,570	3,185,162

512910	Police Department Uniforms	\$22,068
	<ul style="list-style-type: none"> • \$150 per officer (21) for one pair of boots = \$3,150 • 4 vacant positions. To outfit a new officer cost is approximately \$1,600 for uniforms. 4 x \$1,600 = \$6,400 • Duty gear for 4 vacant positions \$1000 x 4 ==\$4,000 • Carriers to carry our issued body cameras need to be replaced 9 x \$150 = \$1350. • Normal replacement of uniforms for 14 officers (excluding new hires who will receive new uniforms) \$500 x 14 = \$7,000 	

Sub-total Personnel Service & Employees **\$ 2,644,691**

Purchased/Contracted Services

521220	Police Department Professional Services	\$4,280
	Includes fees for applicant processing, consultants, testing and other professional services. Physical exams (\$85 x 8 = \$680) Psychological exams (\$300 x 8 =\$2,400) Polygraph exams (\$150 x 8 = \$1,200)	
521300	Police Department Information Technology Support	\$95,000
	VC3, Inc. annual IT Support Fees - \$5,000x12= \$60,000 VC3, Inc. MDT Support Fees - \$2,500x12= \$30,000	
522200	Police Department Equipment Repairs & Maintenance	\$80,000
	Rite Weight, Inc \$350 Mobile Comm-Dekalb \$2,000 x 4 (per quarter) = \$8,000 DragonEye Technology \$400 Other Equipment Repairs-Spotlights, Misc = \$1,250 Flock Cameras 17 x \$2,200 = \$42,500	
522210	Police Department Vehicle Repairs & Maintenance	\$30,000
	Upkeep and repairs on our fleet of vehicles. Tires – Neighborhood Tire Vehicle Cleaning – Finish Line Car Wash	
522320	Police Department Equipment Rental/Lease Contracts	\$78,000
	Toshiba Copiers \$300/ month= \$3,600 AXON Tasers Lease Payments = \$16,230 Utility Body Worn Camera's \$42,520	

523100	Police Department Insurance – GIRMA General Automobile Liability & Physical Damage = \$45,000 Law Enforcement Liability = \$46,000 Deductibles Budget = \$5,000	\$96,000
523200	Police Department Communications Includes: AT&T FirstNet phones 22 @ \$50/mth = \$1,100 monthly = \$13,200 annually AT&T FirstNet air cards in patrol vehicles 15 @ \$39/mth = \$585 monthly = \$7,020 annually AT&T FirstNet certified cross carry licenses 5 @ \$23/mth = \$1,380	\$21,600
523210	Police Department Postage	\$500
523300	Police Department Advertising Employment Recruiting Ads	\$2,000
523400	Police Department Printing Includes funds for printing letterheads, business cards and other required forms. Update all business cards with cityofclarkston.com email address.	\$3,000
523500	Police Department Travel Includes travel costs for seminars, conferences, conventions, and other training programs. This includes the travel for all members of the dept. attending training outside of the metro Atlanta area.	\$11,450
	<ul style="list-style-type: none"> • Georgia Chiefs winter conference (Chief and AC) 3 days = \$1,800 • Georgia Chiefs summer conference (Chief and AC) 4 days = \$2,250 • International Chiefs conference (Chief and AC) 5 days = \$4,000 • Georgia Commission on Family Violence conference (Chief) 3days = \$800 • Georgia Women in Public Safety (Chief) 3 days = \$800 • Georgia Internal Affairs conference (Sgt. Trumble) 5days = \$1,000 • GCIC Training conference (Kelli Duffy) 3days = \$800 	
523600	Police Department Dues and Subscriptions <ul style="list-style-type: none"> ▪ Georgia Association of Chiefs of Police 2x \$200 = \$400 ▪ International Association of Chiefs of Police 2 x 200 = \$400 ▪ International Association of Chiefs of Police NET- \$550 ▪ State Re-Certification Annual Fee \$300 ▪ Dekalb Chief’s Association 2 x \$50 = \$100 ▪ GA Assoc. Law Enforcement Firearms \$110 ▪ GPAC Membership \$250 	\$20,501

- Georgia Peace Officers Association \$75
- Power DMS Annual Dues \$5,335
- UTILITY Annual Dues \$4,000
- Guardian \$1,620
- Thomson Reuters Research Database Subscription \$2,800
- National Internal Affairs Association \$100
- Metropol \$300
- Other \$300
- ArchiveSocial \$1,745
- LEADS online annual support- \$2,261

523700 Police Department Education & Training \$8,740
 Training for all department members includes symposiums and specialized classes that are not readily available at the State or Local Academy.

- GACP Winter conference 2x 375 = **\$750**
- GACP Summer conference 2x 375 = **\$750**
- IACP conference 2x 500 = **\$1000**
- GWPS conference **\$150**
- GPAC conference **\$200**
- GIAI conference **\$250**
- Virtual Academy **\$1,000**
- Training for officers **\$4,000**
- GCIC Training 2x \$320 = **\$640**

523910 Police Department Miscellaneous Expense \$3,000
 Allows for miscellaneous expenses not specified under other line items such as shipping costs, batteries, coffee, etc. Investigator meetings, and staff meetings. Identification cards for new hires. Physical exams plus drug screening new hires plus employees.

Subtotal Purchased/Contracted Services \$454,071

Supplies

531100 Police Department Office Supplies \$5,000
 Based on history of usage and anticipated requirements, particularly in printer cartridges, paper and other computer supplies as well as office supplies normally used. Adjusted for thermal paper expenses.

531120	Supplies for Special Events Police swag for giveaways throughout the year. National Night Out (NNO) Faith and Blue Coffee with a Cop	\$10,000
531130	Investigative Supplies - CID Equipment and supplies for proper criminal investigations. Including digital recording for witnesses, safety supplies and equipment, latent fingerprint collection kits and drug field testing refills, and translators as needed.	\$3,000
531270	Police Department Fuel and Oil	\$50,000
531400	Police Department Books & Periodicals	\$400
531600	Police Department Small Equipment Includes ammuniton and targets for firearm training to include targets.	\$18,000
	Sub-total Supplies	\$86,400
	Total Operating Budget	\$3,185,162

EXPENDITURE		CITY OF CLARKSTON PROPOSED BUDGET FY 2025					
		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 09/30/2024	% OF BUDGET	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET
As of October 11, 2024							
MUNICIPAL COURT - 20-2650							
Salaries	511100	187,349	195,117	85,479	43.8%	136,171	188,848
Part Time Salaries	511200	-	-	-	-	-	-
Overtime	511300	518	2,000	2,673	133.6%	3,540	2,000
Health Insurance	512100	29,904	30,240	16,737	55.3%	22,158	39,312
FICA Contributions	512200	11,384	12,221	5,353	43.8%	8,443	11,833
Medicare Contributions	512300	2,662	2,858	2,323	81.3%	1,975	2,767
Retirement Contribution	512400	29,315	28,582	20,755	72.6%	27,673	28,627
Workers Compensation Insurance - GMA	512700	1,138	986	989	100.3%	989	954
Uniforms	512910	1,251	1,500	161	10.7%	1,500	1,500
City Judge	521200	27,600	27,600	16,100	58.3%	27,600	27,600
City Solicitor	521210	12,000	12,000	9,000	75.0%	12,000	24,000
Public Defender	521215	5,400	9,600	4,200	43.8%	6,600	9,600
Professional Services	521220	8,436	9,600	41,118	428.3%	43,200	9,600
Information Technology Services	521300	27,937	30,631	23,957	78.2%	29,530	29,231
Equipment Rental	522320	2,988	3,600	2,283	63.4%	3,600	3,600
Communications	523200	1,400	1,560	768	49.2%	1,038	1,560
Printintg	523400	1,459	2,000	144	7.2%	1,000	1,000
Travel	523500	2,506	6,100	3,773	61.8%	4,000	6,100
Dues & Fees	523600	415	765	-	0.0%	765	800
Education/Training	523700	876	1,785	833	46.7%	1,785	1,785
Other Expense	523910	183	300	320	106.6%	320	300
Office Supplies	531100	961	3,000	2,673	89.1%	3,000	3,000
Books & Periodicals	531400	-	200	-	0.0%	200	200
Small Equipment	531600	119	1,000	1,292	129.2%	1,292	1,000
A & B Fund	571000	13,863	20,000	6,138	30.7%	10,538	15,000
Training Fund	571010	12,609	20,000	5,708	28.5%	9,908	15,000
Crime Victim Emer Fund	571020	6,929	11,250	2,855	25.4%	6,000	7,000
Crime Victim DUI Fund	571030	78	600	-	0.0%	600	5,000
Brain & Spinal Inj Fund	571040	628	1,400	44	3.1%	1,400	1,400
Indigent Defense Fund	571060	13,804	22,000	5,832	26.5%	10,000	10,000
Crime Lab Fee	571070	25	600	75	12.5%	200	600
County Drug Treatment	571080	1,928	6,000	616	10.3%	3,000	2,000
Drivers Ed/Tng	571090	1,520	4,000	1,000	25.0%	1,800	2,000
Totals		407,183	469,095	263,199	56.1%	381,825	453,217

2025 Municipal Court Budget

PERSONNEL COSTS

511100	Salaries Full Time	\$188,848
511200	Salaries Part Time	\$0
511300	Overtime	\$2,000
512110	Insurance Health	\$39,312
512200	Social Security FICA	\$11,833
512300	Medicare Contributions	\$2,767
512400	Retirement Contributions 15% of payroll	\$28,627
512700	Workers Compensation	\$954
512910	Uniforms	\$1,500
Subtotal	Personnel & Employee	\$275,841
	Purchased & Contract Services	
521200	City Judge	\$27,600
521210	City Solicitor	\$24,000
521215	Public Defender	\$9,600
521220	Professional Services	\$9,600
521300	Information Technology Services	\$29,231
522320	Equipment Rental	\$3,600
523200	Communication	\$1,560
523400	Printing	\$1,000
523500	Travel	\$6,100

523600	Dues & Fees	\$800
523700	Education & Training	\$1,785
523910	Other Expenses	\$320
SUBTOTAL PURCHASED AND CONTRACT SERVICES		\$11,176

Supplies

531100	Office Supplies	\$3,000
531400	Books & Periodicals	\$200
531600	Small Equipment	\$1000
Subtotal	Supplies	\$4,200

OTHER

571000	A & B Fund State of Georgia Statutory Fees	\$15,000
571010	Training Fund	\$15,000
571020	Crime Victim Emer Fund State of Georgia Statutory Fees	\$7,000
571030	Crime Victim DUI Fund State of Georgia Statutory Fees	\$5,000
571040	Brain & Spinal Inj Fund State of Georgia Statutory Fees	\$1,400
571060	Indigent Defense Fund State of Georgia Statutory Fees	\$10,000
571070	Crime Lab Fee State of Georgia Statutory Fees	\$600
571080	County Drug Treatment State of Georgia Statutory Fees	\$2,000

571090	Drivers Education and Training State of Georgia Statutory Fees	\$2,000
Subtotal	Other Expenditures	\$58,000
Total Courts	Operating Budget	\$453,217

EXPENDITURE	CITY OF CLARKSTON PROPOSED BUDGET FY 2025						
	As of October 11, 2024	2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 09/30/2024	% OF BUDGET	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET
PUBLIC WORKS - 40-4000							
Salaries-Full time	511100	415,884	503,555	317,541	63.1%	429,278	541,268
Salaries - Part time	511200	11,548	21,600	3,987	18.5%	4,000	21,600
Overtime	511300	12,139	9,000	8,846	98.3%	12,000	7,000
Health Insurance	512100	84,976	112,488	77,502	68.9%	99,272	117,936
FICA Contributions	512200	27,008	33,118	20,398	61.6%	26,615	35,332
Medicare Contributions	512300	6,316	7,745	4,770	61.6%	6,225	8,263
Retirement Contribution	512400	93,153	88,821	64,496	72.6%	85,998	82,240
Worker's Compensation	512700	29,013	31,708	29,122	91.8%	29,122	28,493
Uniform Rental	512910	9,082	10,100	8,117	80.4%	10,100	8,400
Professional Services	521215	70,300	55,000	36,500	66.4%	65,635	50,000
Computer Information Technology Support	521300	11,337	10,800	5,811	53.8%	8,800	10,800
Landfill	522115	5,461	8,000	4,782	59.8%	8,000	8,000
ROW Grass Cutting	522140	105,179	132,275	79,885	60.4%	113,980	150,000
Repairs/Maintenance	522200	18,723	15,000	38,585	257.2%	50,000	50,000
Vehicle/Repairs/Maint	522210	28,237	25,000	32,207	128.8%	43,000	25,000
Equipment/Rental	522320	3,916	5,000	4,663	93.3%	6,000	5,000
Liability Insurance - GIRMA	523100	9,817	10,000	8,879	88.8%	9,000	10,000
Communication	523200	4,037	3,900	2,529	64.9%	3,900	3,900
Travel	523500	891	3,000	-	0.0%	3,000	3,000
Membership Dues and Fees	523600	684	750	538	71.7%	750	750
Education and Training	523700	4,678	6,000	1,385	23.1%	4,000	6,000
Other	523910	454	1,000	1,038	103.8%	1,500	1,000
General Supplies	531100	8,868	10,000	3,204	32.0%	10,000	10,000
Electricity	531230	90,662	97,320	65,884	67.7%	97,320	106,260
Gas, Oil & Diesel	531270	21,254	26,000	2,522	9.7%	15,000	21,000
Small Equipment	531600	207	8,000	-	0.0%	8,000	4,000
	542200	-					-
Note: Capital Expenditure Items are included on "Capital Projects" Worksheet							
TOTALS		1,073,824	1,235,180	823,191	66.6%	1,150,495	1,315,242

2025 Public Works Budget

PERSONNEL COSTS

511100	Salaries Full Time Eleven Full-time employees Note: \$100,000 of Public Works Salaries has been allocated to the Stormwater Fund for 2024	\$541,268
511200	Salaries Part Time Includes three employees from April – August for right-of-way grass maintenance.	\$21,600
511300	Over–Time As needed for on-call personnel, emergency call-ins, and special events.	\$7,000
512110	Insurance Health 11 Full-Time Employees	\$117,936
512200	Social Security FICA 6.2% of all salaries and overtime	\$35,332
512300	Medicare Contributions	\$8,263
512400	Retirement Contributions 17.7% of payroll	\$82,240
512700	Workers Compensation	\$28,493
512910	Uniforms Prudential Overall Supply-Weekly uniform cleaning/rental service \$100/week = \$5,200 Boots, jackets and other items for employees @ \$400 = \$4,400 Seasonal Employees \$500	\$8,400
Subtotal	Personnel & Employee	\$850,532
	Purchased & Contract Services	
521215	Professional Services Collaborative	\$50,000
521300	Computer Information Technology Support	\$10,800

VC3 IT Support \$900 per month x 12 = \$10,800

522115	Landfill Use Landfill tipping fees Roll off container disposal fees (yard waste & metal recycling) Misc projects and removal of large items	\$8,000
522140	Right of Way Maintenance Current Russell Contract CSX Mowing	\$150,000
522200	Public Works Repairs & Maintenance Repairs/Maintenance-Traffic Signals Repairs/Maintenance-Fencing on Right of Ways Repairs/Maintenance-Potholes	\$50,000
522210	Vehicle Maintenance Tires, Service, Supplies, Repairs Towing, Accessories, Tags and Titles, Vehicle Cleaning, Mower Repairs	\$25,000
522320	Equipment Rental Toshiba Public Works copier \$300/month \$3,600 Tool Equipment Rentals-Home Depot \$1,400	\$5,000
523100	GIRMA Liability General Liability Coverages Allocated by Dept Automobile Liability Automobile Physical Damage Property Buildings & Contents Deductibles Budgeted	\$10,000
523200	Communications AT&T cell phones	\$3,900
523400	Printing & Binding Letterhead& Envelopes Sanitation Educational material	\$0
523500	Travel Mileage, Meals and Lodging	\$3,000
523600	Dues & Subscriptions APWA Dues – \$300 GA Utility Contractors Association \$300 Sam’s Club Membership fee \$150	\$750

523700	Education & Training APWA Public Works Association Executive Leadership Carl Vinson (3,500) GA Utility Contractors Association	\$6,000
523910	Miscellaneous	\$1,000
Subtotal	Purchased & Contract Services	\$323,450
	Supplies	
531100	General Supplies	\$10,000
531230	Electricity-Street Lights Georgia Power Georgia Power Church St. Mtr & Gvt Georgia Power- EPDL Lights Georgia Power New Street Lights	\$106,260
531270	Gasoline	\$21,000
531600	Small Equipment Purchases Maintenance Equipment –trimmers, blowers, small power equipment	\$4,000
Subtotal	Supplies	\$141,260
Total Operating Budget		\$1,315,242

EXPENDITURE		CITY OF CLARKSTON PROPOSED BUDGET FOR FY 2025					
As of October 11, 2024		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 09/30/2024	% OF BUDGET	PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET
BUILDINGS/GROUNDS - 15-1565							
Professional Svcs	521215	31,285	35,308	130,151	368.6%	142,725	35,308
Pest Control	522145	5,729	3,500	2,860	81.7%	3,800	3,500
Repairs	522200	25,731	25,000	15,395	61.6%	25,000	25,000
Rental Buildings	522310	-	390,000	187,939		257,768	385,000
GIRMA Liability Insurance	523100	10,519	12,000	11,190	93.3%	12,190	25,000
Communications	523200	19,715	19,200	14,403	75.0%	19,500	19,200
Dues and Fees	523600	-	-	-			-
Other Miscellaneous Expense	523910	3,549	3,500	728	20.8%	3,500	3,500
Office Supplies	531100	27,978	19,000	16,556	87.1%	20,685	19,000
Street Signs	531190	6,619	5,500	1,958	35.6%	3,500	5,500
Water/Sewer	531210	3,823	4,700	2,838	60.4%	6,000	10,000
Natural Gas	531220	5,927	7,700	4,513	58.6%	9,000	7,700
Electricity	531230	10,027	10,000	9,880	98.8%	19,500	25,000
Small Equipment	531600	3,052	4,500	2,510	55.8%	4,500	4,500
Capital-Renovate Police Garage	541200						
Capital-Furn & Fixtures New Bldg	542300						
Capital-Equip/Contingency for AC F	542500						
Capital-Leasehold Improvements	541200					380,000	
Contingency for New Buildings	5222000	-	-	-	0.0%	-	50,000
TOTALS		153,953	539,908	400,922	74.3%	907,668	618,208

2025 Buildings & Grounds Budget

Purchased & Contract Services

521215	Professional Services Jani-King Cleaning Services-Offices- \$1,609/month \$19,308 Tree Removals – Average \$1,250/tree x 6 trees = \$7,500 Security First Alarm Monitoring & Service= \$3,040 <i>CHA, City Hall, & Poolhouse Monitoring 4@\$510=\$2,040</i> <i>Service Calls = \$1,000,</i> Arbor-Nomics Turf Mgt. 4 @ \$250 = \$1,000 Consider Replacing CHA Alarm System \$2,100 Contingency Funds \$1,360	\$35,308
522145	Pest Control Skyline Pest Control-Annex, City Hall, Public Works, Woman’s Club	\$3,500
522200	Repairs & Maintenance General Repairs and Maintenance to city buildings to include HVAC systems, plumbing, electrical, light bulbs, equipment service and maintenance, door locks, etc. Inc	\$75,000
	522310 Building Rental	\$385,000
523100	GIRMA Liability General Liability Coverages Allocated by Department Property Buildings & Contents Coverage \$9,800 Claim Deductibles \$1,000	\$25,000
523200	Communications Comcast Acct# 0196945 Pub Works \$300/mth = \$3,600 Comcast Acct# 0027322 City Hall \$250/mth = \$3,000 Comcast Acct# 0505715 Woman’s Club \$200/mth - \$2,400 AT&T Acct# 171-797-7633673 = \$800/mth = \$9,600 AT&T Online Fax 404-298-1522 \$20/mth = \$240 CNP Technologies–Annual Phone System Support Fees \$900/year	\$19,200
523910	Miscellaneous CSX Annual Real Estate Taxes \$800 Dry Cleaning tablecloths for Woman’s Club \$500 Other Miscellaneous Items \$2,200	\$3,500
Subtotal	Purchased & Contract Services	\$546,508

Supplies

531100	General Supplies Custodial supplies, light bulbs, mulch, bedding plants, Pot hole patch, nails, lumber, paint etc.	\$19,000
531600	Street Signs	\$5,500
531210	Water/Sewer DeKalb County Water-Annex Cust#5739026 DeKalb County Water-City Hall Cust# 1020766 DeKalb County Water- Women's Club Cust#994888 DeKalb County Water- Pub Works Cust# 6168977 DeKalb County Water- Vaughan St Cust# 6785691 DeKalb County Water – Park North Cust# Quench USA \$45*12= \$540 Waterlogic-2 Water Coolers-City Hall \$300/qtr = \$1,200 Waterlogin-1 Water Cooler-Pub Works \$150/qtr = \$600	\$10,000
531220	Natural Gas Constellation Gas Women's Club Acct# 6963571473 Constellation Gas Annex Acct# 423795297 Constellation Gas City Hall Acct# 4011935545 Constellation Gas Public Works Acct# 701646356 Constellation Gas Park North Acct#	\$7,700
531230	Electricity Georgia Power City Hall Shed Acct# 59787-86001 Georgia Power Women's Club Acct# 59367-86001 Georgia Power Annex Acct# 61257-86036 Georgia Power Public Works Acct# 34088-90007 Georgia Power Park North Acct# 01438-23287	\$25,000
531600	Small Equipment Purchases	\$4,500
	Subtotal Supplies	\$71,700
	TOTAL BUILDING & GROUNDS OPERATING BUDGET	\$618,208

EXPENDITURE		CITY OF CLARKSTON PROPOSED BUDGET FY 2025					
		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 09/30/2024	% OF BUDGET	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET
As of October 11, 2024							
PARKS 60-6200							
Salaries-Full time	511100	-	71,750	29,615	0%	71,250	153,950
Salaries - Part time	511200	-	-	-	0%		-
Overtime	511300	-	-	-	0%		3,000
Health Insurance	512100	-	10,080	4,502	0%	10,080	39,312
FICA Contributions	512200	-	4,449	1,836	0%	4,449	9,731
Medicare Contributions	512300	-	1,040	429	0%	1,040	2,276
Retirement Contribution	512400	-	8,303	7,555	0%	10,075	23,543
Worker's Compensation	512700	-	3,588	-	0%	3,588	7,848
Uniforms	512910		850	144	0%	850	2,550
Professional Services	521215	20,495	27,500	12,930	47%	27,500	27,500
Purchased Services - Technical	521300	-		6,440	0%	7,684	7,000
Pool Management	522150	77,775	70,000	75,549	108%	76,000	75,000
Repairs/Maintenance	522200	34,559	35,000	26,644	76%	35,000	35,000
Equipment Rental	522320	1,117	1,200	875	0%	1,200	2,000
Communication	523200	2,496	4,300	3,737	87%	6,400	6,100
Other Purchased Services-Printing	523400	-		129	0%	1,000	-
Other Purchased Services-Dues & Fees	523600	-		125	0%	1,000	-
Other Miscellaneous Expense	523910	2,275	1,500	-	0%	1,500	1,500
General Supplies	531100	7,298	9,000	8,436	94%	15,000	15,000
Water/Sewer	531210	3,534	3,500	1,702	49%	3,500	3,500
Electricity	531230	14,813	22,000	17,251	78%	26,000	22,000
Small Equipment	531600	-	4,000	761	19%	4,000	4,000

Note: Capital Expenditure Items are included on " Capital Projects" Worksheet							
TOTALS		164,363	278,060	198,661	71%	307,116	440,810

2025 Parks & Recreations Budget

PERSONNEL COSTS

511100	Salaries Full Time 1 Parks & Rec Director and 2 Laborers	\$153,950
511200	Salaries Part Time	\$0
511300	Overtime	\$3,000
512110	Insurance Health 1 Full-Time Employee	\$39,312
512200	Social Security FICA 6.2% of all salaries and overtime	\$9,731
512300	Medicare Contributions	\$2,276
512400	Retirement Contributions 17.7% of payroll	\$23,543
512700	Workers Compensation	\$7,848
512910	Uniforms	\$2,550
Subtotal	Personnel & Employee	\$242,210
	Purchased & Contract Services	
521215	Professional Services Tree removal services, Certified Arborist Services \$26,000 Arbor-Nomics Spraying \$1,500	\$27,500
521300	Professional Services Civic Rec services and VC3, Inc.	\$7,000
522150	Pool Management Pool Management Contract	\$75,000
522200	Repairs & Maintenance Pavilions, picnic tables, grills, trash cans, electrical repairs	\$35,000

Increased 20% for Friendship Forest

522210 Vehicle Maintenance		\$0
Tires, Service, Emission test, Supplies, Repairs, towing, Accessories, Tags & Titles, Vehicle Cleaning		
522320 Equipment Rental		\$2,000
523200 Communications		\$6,100
AT&T Phone – Pool House 404-296-0500 \$100 x 12 = \$1,200 Comcast Wifi Acct.#646410 \$250 x 12 = \$3,000 AT&T FirstNet – Cell Phone Parks & Rec Dir \$50x12=\$600 AT&T FirstNet – Cell Phone Department \$50x12=\$600		
523500 Travel		
Parks & Recreation Director - Conference		
		\$0
523910 Miscellaneous		\$1,500
Drainage issues, dog park items		
Subtotal Purchased & Contract Services		\$154,100
Supplies		
531100 General Supplies		\$15,000
Mulch, custodial supplies, bedding plants, signage etc. Soccer Goals, sports equipment, pool lawn chairs, pool picnic tables Sports uniforms, Background checks, NAYS coach's certification,		
531210 Water/Sewer		\$3,500
DeKalb County Water Cust# 994305 Milam Park DeKalb County Water Cust# 989972 Friendship Forest DeKalb County Water Cust# 77002900 Aquatic Center DeKalb County Water Cust# 995441 3867 Norman Rd Pool		
531230 Electricity		\$22,000
Georgia Power Acct# 85617-87002 Pavilions Georgia Power Acct# 10381-50016 Aquatic Center Georgia Power Acct# 69867-86007 Tennis Courts Georgia Power Acct# 30186-37032 Friendship Forest temp #1 Georgia Power Acct# 71137-00063 Friendship Forest temp #2		

531100	Office Supplies	\$0
531270	Gasoline	\$0
531600	Small Equipment Purchases Blowers, weed eaters, Soccer goals	\$4,000
	Subtotal Supplies	\$44,500
	Total Parks Operating Budget	\$440,810

EXPENDITURE		CITY OF CLARKSTON PROPOSED BUDGET FY 2025					
As of October 11, 2024		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 09/30/2024	% OF BUDGET	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET
PLANNING AND DEVELOPMENT - 74-7400							
Zoning & Review Board Stipends	70-511100	900	3,600	550	15.3%	1,000	3,000
Zoning & Review Board Training	70-523700	150	1,000	1,000	100.0%	2,000	2,150
							0
Salaries-Reg F/T	74-511100	152,268	390,547	210,208	53.8%	296,196	363,320
Part-Time Salaries	74-511200	0		0			0
Overtime	74-511300	0		0			0
Health Insurance	74-512100	28,813	57,774	33,176	57.4%	41,429	88,560
FICA Contributions	74-512200	8,893	24,214	12,690	52.4%	18,364	22,526
Medicare Contributions	74-512300	2,080	5,663	2,967	52.4%	4,295	5,268
Retirement Contribution	74-512400	50,754	56,629	41,121	72.6%	54,920	64,221
Workers Compensation	74-512700	1,729	10,428	3,315	31.8%	10,428	10,194
Uniforms	74-512910	0	1,500	657	43.8%	1,500	1,800
Professional Services	74-521215	50,421	98,000	63,480	64.8%	98,000	76,800
Building Inspections/Permitting	74-521220	104,163	75,000	0	0.0%	132,290	120,000
Public Arts Program	74-521215		10,000	2,723	27.2%	10,000	10,000
Business Economic Development Programs	74521215						20,500
Vehicle Repair & Maintenance	74-522210	7,004	3,000	88	2.9%	3,000	3,000
Communication	74-523200	2,595	4,320	3,493	80.9%	5,000	5,200
Other Expense-Advertising	74-523300	575	1,000	460	46.0%	1,000	1,000
Printing Service	74-523400	909	3,000	2,064	68.8%	3,000	3,000
Travel	74-523500	2,983	7,000	6,010	85.9%	1,000	8,700
Dues and Fees	74-523600	1,932	2,975	856	28.8%	2,975	2,620
Education/Trng	74-523700	4,898	7,700	7,439	96.6%	9,000	8,975
General Supplies	74-531100	2,015	3,000	1,221	40.7%	3,000	2,000
Gasoline & Fuel	74-531270	861	4,000	208	0.0%	1,000	1,000
Small Equipment	74-531600	1,186	5,000	4,261		4,000	4,000
TOTALS PLANNING & ZONING		425,130	775,350	397,987	51.3%	703,397	827,834
EXPENDITURE							
As of October 11, 2024		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 09/30/2024	% OF BUDGET	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET
COMMUNITY ACTION PROJECTS 10-7600							
Urban Agriculture and Environmental Projects	521200	0	10,000	0		0	0
Clarkston Special Events	531120	28,129	50,000	31,737	63.5%	50,000	58,000
Tell Me A Story Event	573015	6,744	7,000	0	0.0%	0	0
Recreation Programs	573060	5,000	10,000	5,000	50.0%	10,000	0
Clarkston Community Center	573010	10,000	20,000	10,000	50.0%	20,000	
Clarkston Community CultureFest Festival	573040	530	3,500	0	0.0%	0	15,000
Public Arts Program	521215		10,000	2,723	27.2%	10,000	0
Business Economic Development Programs			25,500			0	
Create a Revolving Grant Program							100,000
Senior Programs			5,000			0	0
Early Learning Task Force	573045	6,559	10,000	383		10,000	0
Health Task Force	573055		2,000			0	0
Youth Task Force			5,000	0		0	0
TOTAL COMMUNITY ACTION PROJECTS		56,961	158,000	49,843	31.5%	100,000	173,000

**Fiscal year 2025 Proposed Budget for Planning & Economic
Development Department**

BOARDS

Planning & Zoning

511100	Stipend for meeting attendance		
	Member Stipends: 5 Members @ \$50 x 12		\$3,000
523700	Professional Development –	\$2,150	
	5 Members @ \$250 each	\$1,250	
	Travel & Reimbursement –	\$ 600	
	Memberships/Subscriptions -	\$ 300	
Total Planning & Zoning Board			\$5,150

PERSONNEL COSTS

511100	Salaries Full Time - Staff		\$363,323
511200	Salaries Part Time		\$0
512100	Insurance Health/Dental @ 4 FT Employees		\$88,560
512200	Social Security FICA – Staff		\$22,526
512300	Medicare – Staff		\$5,268
512400	Retirement Contributions		\$64,221
512700	Workers Compensation @ 4 FT Employees		\$10,194
512910	Uniforms		\$1,800
Subtotal	Personnel & Employee		\$555,892

Purchased & Contract Services

521215	Professional Consulting Services		\$76,800
	Marketing	\$10,000	
	Professional Services (Consultants)	\$40,000	
	Propose: LCI Grant for EPDLA Corridor Grant 20%	\$26,800	

	Public Arts		\$10,000
	Business/Economic Development Programs		\$20,500
521220	Building Inspection Services Building Inspections and plan review services		\$120,000
522210	Vehicle Maintenance Tires, Service, Emission Test, Supplies, Repairs Towing, Accessories, Tags and Titles, Vehicle Cleaning		\$3,000
523200	Communications AT&T First Net–Cell Phone AT&T FirstNet–Air Card Code Enforcement Tablet		\$5,200
523300	Advertising Boards’ meetings legal notices and advertisements.		\$1,000
523400	Printing & Binding Letterhead& Envelopes Printing Services		\$3,000
523500	Travel Planning Director Code Enforcement Officer – (2) GACE (GA Assoc of Code Enforcement & 1 Permit Tech) Conference Economic Dev Coordinator Conference Planner Conferences	\$2,100 \$2,200 \$2,200 \$2,200	\$8,700
523600	Dues/Subscriptions/Books Council for Quality Growth GA Assoc of Code Enforcement APA (American Planning Assoc.) GEDA GFPMA Economic Development Coordinator GAZA Other Planner	\$50 \$210 \$500 \$550 \$75 \$500 \$35 \$700 \$300	\$2,920
523700	Professional Development/Training Planning & Development Manager MA Training (4 per year @ 250) GACE Conference Registration (3) Economic Development Coordinator Other Training - Planner	\$2,000 \$1,000 \$1,725 \$1,500 \$2,750	\$8,975

Subtotal	Purchased & Contract Services	\$259,795
Supplies		
531100	Office Supplies	\$2,000
531270	Gasoline	\$1,000
531600	Small Equipment Purchases Tools and equipment	\$4,000
Subtotal	Supplies	\$7,000
TOTAL PLANNING & ZONING BUDGET		\$827,834

EXPENDITURE	CITY OF CLARKSTON PROPOSED BUDGET FY 2025						
	2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 09/30/2024	% OF BUDGET	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET	
As of October 11, 2024							
DEBT SERVICE							
DEBT SERVICE- PRINCIPAL PAYMENTS							
Debt Service-Principal-Bonds (581100)							
Friendship Forest Redevelopment-Principal-Bonds	581100	153,912	155,952	-	155,952	158,019	
Debt Service-Principal-Capital Leases (581200)							
Debt Service-Principal-City Hall Annex	581200	51,712	53,399	39,887	75%	53,399	55,138
Debt Service-Principal-10 Police Interceptors Take Home Cars	581200	130,983	33,398	33,397	100%	33,398	-
Public Works Bucket Truck	581200	16,845	17,207	12,780		17,207	17,577
2023 Lease Three Vehicles- 2-PW & 1-PD	581200	12,367	25,957	19,298		25,957	27,067
Capital Lease 2024 Vehicle Purchases	581100						
Subtotal 581200 - Principal on Capital Leases	581200	211,908	129,961	105,363	81%	129,961	99,782
Debt Service-Principal-Bonds (581300)							
GTIB/SRTA Loan #1	581300	125,656	128,707	107,039	83%	128,707	128,705
GTIB/SRTA Loan #2	581300	167,621	170,836	145,506	85%	170,836	174,109
Subtotal 581300 - GTIB/SRTA Loans	581300	293,277	299,543	252,545	84%	299,543	302,814
Subtotal Debt Service - Principal Payments	581XXX	659,098	585,456	357,908	61%	585,456	560,615
DEBT SERVICE - INTEREST PAYMENTS							
Debt Service-Interest-Bonds							
Friendship Forest Redevelopment - Interest	582100	12,399	8,321	4,160	50%	8,321	4,188
Debt Service-Interest-Capital Leases (582200)							
Debt Service-Interest- Capital Lease-City Hall Annex	582200	7,312	5,628	4,381	78%	5,628	3,886
Debt Service-Interest-Capital Lease-Take Home Cars-10 Ford Interceptors	582200	3,664	265	265	100%	265	-
Public Works Bucket Truck	582200	1,838	1,477	785		1,477	1,107
2023 Lease Two Vehicles-PW & PD	582200	3,058	4,893	4,287		4,893	3,783
Capital Lease 2024 Vehicle Purchases	582200						
Subtotal 582200 - Interest of Capital Leases	582200	15,871	12,262	9,718	79%	12,262	8,776
Debt Service-Interest-Other Debt							
Debt Service- Interest Payment-GTIB Loan #1	582300	33,246	30,199	25,379	84%	30,199	30,197
Debt Service- Interest Payment-GTIB Loan #2	582300	23,973	20,762	14,155	68%	20,762	17,486
Debt Service-Other Interest Expense-TAN	582300	-	15,000	-		24,200	-
Subtotal 582300-Interest on Other Debt		57,219	65,961	39,535	84%	75,161	47,683
Subtotal Debt Service - Interest Payments	582XXX	85,489	86,544	53,412	62%	95,744	60,647
TOTAL GENERAL DEBT SERVICE		744,587	672,000	411,320	61%	681,200	621,262

EXPENDITURE		CITY OF CLARKSTON PROPOSED BUDGET FY 2025					
		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 09/30/2024	% OF BUDGET	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET
As of October 11, 2024							
FUND 2 - FEDERAL SEIZURE - Expenditures							
Professional Services	521200	62,350	20,000	7,500	37.5%	7,500	10,000
Repairs/Maintenance	522200	-					
Vehicle Repairs	522210	3,442	5,000	-		5,000	5,000
Communications	523200	-		-			
Printing	523400	-					
Travel	523500	-	5,000				5,000
Due & Fees	523600	-					
Education and Training	523700	2,000	2,000	-			2,000
Other Expense	523910	-					100
General Supplies	531100	-	1,000	-			1,000
Small Equipment	531600	1,281	6,200	-			6,200
Buildings & Grounds Improvement	541200		22,000			140,000	-
Vehicles	542200	-	-	-			-
Other Capital Equipment-Fingerprint System	542500	8,164		-			-
Vehicle Lease Payments-Principal	581200	28,487		-			-
Vehicle Lease Payments-Interest	582200	714		-			-
Axon Lasers Lease Payments	522320						
Fund Balance Committed Future Lease Payments							
Fund Balance Rollforward							
TOTALS		106,438	61,200	7,500	12.3%	152,500	29,300

EXPENDITURE							
		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 09/30/2024	% OF BUDGET	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET
As of October 11, 2024							
FUND 2 - CITY SEIZURE - Expenditures							
Repairs/Maintenance	522200	0.00			0.0%		
Vehicle Repairs	522210	0.00			0.0%		
Communications	523200	0.00			0.0%		
Printing	523400	0.00			0.0%		
Travel	523500	0.00		-	0.0%		
Education	523700	0.00		-	0.0%		
Other Expense	523910	0.00	100	-			-
Small Equipment	531600	0.00	-	-	0.0%		
General Supplies	531100	0.00	-	-	0.0%		
Computers	542400	0.00			0.0%		
Other Capital Equip	542500	0.00			0.0%		
Seizure Distributions to Other Agencies	571000						
TOTALS		0.00	100.00	-	0.0%	-	-

Federal and City Seizure expenses fully funded by Seizure revenues.
Seizure accounts are separate funds that may be expended to the full balance available.

As of October 11, 2024		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 09/30/2024	% OF BUDGET	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET
GENERAL FUND Capital Projects							
Bldgs/Grounds-Police Garage-State Cerification	541200		22,000		0%	22,000	-
Bldgs/Grounds-City Hall A/C Unit Replacements Contingency		18,443	20,000	-	0%	20,000	-
Bldgs/Grounds-Flood Damage Repairs City Hall	541200						
Bldgs/Grounds-Xmas Tree/Lamp Post Wreaths	542300						
Bldgs/Grounds-Replace Handicap Ramp CHA	541200						
Bldgs/Grounds-Land Upgrade Public Works Facility	541400						-
Bldgs/Grounds-Office Furniture-New Space	542500		50,000	1,661	3%	50,000	-
Parks-40 Oaks Nature Preserve Improvements							
Parks-Friendship Forest Security Cameras							
Parks-Friendship Forest Replace Damaged Entrance Gate	541200						
Parks-Milam Park-Replaster Main/Baby Pools	542100	97,702		-			
Parks-Milam Park-Replace Pool Covers	542100						
Parks-Milam Park Water Line Replacement	541200						
	542200		-	-			-
Police-Police Vehicle Body Repairs Covered by Insurane Proceeds	542200	99,831	53,000	14,209	27%	53,000	
Administration-Vehicle to be shared by City Staff			38,175	35,724	94%	35,724	-
Administration-Vehicles-City Mgr vehicle xfer current Explorer to 2nd code enforcement officer	542200		38,175	38,125	100%	38,125	-
Public Works - Lawn Mower			-				-
Public Works Vehicles	542200	84,945	53,500	38,545	72%	38,545	-
Public Works - Market St Road Construct-Dekalb County				-			
Public Works-Sidewalk Repairs/Fence Repairs Covered by Insurance Proceeds	541400			-			
Public Works-LMIG City Match-Lovejoy/Church Sidewalks	541420	73,331		-			
Trees Atlanta Installation							
City Hall Signage							25,000
New Servicer & Equipment							25,000
GENERAL FUND CAPITAL PROJECTS		374,252	274,850	128,265	47%	257,394	50,000

SPLOST FUND							
SPLOST FUND Bond Legal/Closing Fees	521200	-	-			142,000	
SPLOST FUND Bond Principal Payments	581100	2,158,000	2,244,000	2,244,000	100%	2,244,000	-
SPLOST FUND Bond Interest Payment	582100	57,820	19,523	19,523	100%	19,523	-
SPLOST FUND Construction	541400	265,375	1,123,461	38,470	3%	1,123,461	-
SPLOST FUND Total Expenditures		2,481,195	3,386,984	2,301,993	68%	3,528,984	-

Total Capital Projects and SPLOST		2,855,447	3,661,834	2,430,258	66%	3,786,378	50,000
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EXPENDITURE		CITY OF CLARKSTON PROPOSED BUDGET FY 2025					
As of October 11, 2024		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 09/30/2024	% OF BUDGET	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET
FUND 3 - SPECIAL REVENUE - MULTIPLE GRANT FUND - Expenditures							
GDOT LMIG/LARP Paving Grant	573030	93,533	110,000	-	0.0%	248,249	120,000
Placemaking Grant-GA Power-Crosswalk Painting		1,500	-	-		-	-
SS4A-Safe Streets & Roads Planning Grant	541400		1,000,000			-	1,000,000
Public Safety & Voilent Crime Reduction	200-54250	161,500	400,000	-		190,000	161,500
NRPA 10 Minute Walk Grant			6,521	-		6,521	-
Atlanta Regional Comm-LCI Clarkston Greenway Grant		100,360	140,000	171,640		171,640	-
Opoind Settlements	541410	-	5,388			12,951	10,000
Dept of Justice-BVP Vests			4,000	-		4,000	4,000
TOTALS		356,892	1,665,909	171,640	0.0%	633,361	1,295,500

Grant Revenues reimburse grant expenditures only. Expenditures matches revenue
Grant Expenditures funded by Grant Revenue

EXPENDITURE		CITY OF CLARKSTON PROPOSED BUDGET FY 2025					
As of October 11, 2024		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 09/30/2024	% OF BUDGET	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET
FUND 4 - Enterprise Fund - Storm Water - Expenditures 500-							
Storm Water - Salaries	511100	100,000	100,000	58,712	58.7%	100,000	100,000
Storm Water - FICA Tax	512200	6,200	6,200	3,593	58.0%	6,200	6,200
Storm Water - Medicare Tax	512300	1,450	1,450	840	58.0%	1,450	1,450
Storm Water - Professional Svcs	521200	94,632	139,000	128,544	92.5%	192,474	139,000
Storm Water - Rep/Maint	522200	14,156	18,000	1,650	9.2%	18,000	18,000
Storm Water - Veh Maint/Rep	522210	-	3,000	4,514	150.5%	10,000	3,000
Storm Water- Equipment Lease/Rental	522320	-	3,000	-	0.0%	4,600	3,000
Storm Water - Dues/Fees-Community View	523600	12,298	13,000	12,777	98.3%	13,000	13,000
Storm Water-Training Expense	523700	824	2,435	324		1,000	2,000
Storm Water - Bank Charge	523920	35		35		100	-
Storm Water - General Supplies	531100	513	2,000	-	0.0%	1,000	2,000
Storm Water - Small Equipment	531600		3,000	-	0.0%	3,000	3,000
Storm Water-Vehicles	542200		-	-	0.0%	-	-
Storm Water- Capital Outlay	542500		40,000	-	0.0%	-	40,000
Storm Water - Depreciation	561000	-				-	-
Storm Water - Interest Expense-Capital Lease	582200	2,213	1,778	1,483		-	1,333
TOTAL		232,320	332,863	212,472	63.8%	350,824	331,983

Storm Water Expenditures fully funded by Storm Water Utility Revenues.

EXPENDITURE		CITY OF CLARKSTON PROPOSED BUDGET FY 2025					
As of October 11, 2024		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 09/30/2024	% OF BUDGET	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET
FUND -6 -SANITATION ENTERPRISE FUND -							
Waste Management Fees	522110	287,718	310,000	215,461	69.5%	331,461	356,625
Sanitation Bank Charge	523920	-	-	-			-
TOTALS		287,718	310,000	215,461	69.5%	331,461	356,625

EXPENDITURE		CITY OF CLARKSTON PROPOSED BUDGET FY 2025					
As of October 11, 2024		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 09/30/2024	% OF BUDGET	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET
FUND -330 -HOST REVENUE FUND -							
HOST Expenditures-Purchase Land for Park	541XXX	70,821	-	-			-
TOTALS		70,821	-	-	0.0%	-	-

ARPA GRANT FUND EXPENDITURES		CITY OF CLARKSTON PROPOSED BUDGET FY 2025					
		2023	2024	2024	2024	2025	2026
		ACTUAL	ADOPTED	ACTUAL	PROJECTED	PROPOSED	PROPOSED
As of October 11, 2024			BUDGET	AS OF	& AMENDED	BUDGET	BUDGET
				09/30/2024	BUDGET		
CORONAVIRUS RELIEF FUND							
GENERAL ADMINISTRATION SALARIES & WAGES-	260-1500-10-511100	7,269		-		-	
GENERAL ADMINISTRATION EMPLOYEE BENEFITS	260-1500-10-512200	451		-		-	
GENERAL ADMINISTRATION EMPLOYEE BENEFITS	260-1500-10-512300	105		-		-	
GENERAL ADMINISTRATION EMPLOYEE BENEFITS	260-1500-10-512700	-		-		-	
FINANCE STAFF-SALARY	260-1510-10-511100	-	65,000	32,250	57,250	65,975	
FINANCE STAFF-FICA	260-1510-10-512200	-	4,030	2,000	3,550	4,090	
FINANCE-STAFF-MEDICARE	260-1510-10-512300	-	943	468	831	957	
GRANTS ADMINISTRATOR-CONTRACT	260-1500-10-521200	34,500	45,000	13,125		45,000	45,000
PUBLIC WORKS - OTHER PURCHASED SERVICES	260-1500-10-542400	-	55,000	11,804	135,000		
BLDG & GROUNDS-CYBERSECURITY-UPGRADE SERVER ROOM	260-1565-15-521300	-	80,000	-			
BLDG & GROUNDS-CYBERSECURITY-UPGRADE COMPUTER EQUIP	260-1565-15-521300	-					
GENERAL ADMIN-COMMUNICATIONS-HI SPEED INTERNET	260-1565-15-523200	9,700	18,000	12,368	16,988		18,000
CLARKSTON CORONAVIRUS RELIEF FUN SUPPLIE	260-1565-15-531100	-	-				-
DIVERSITY EQUITY & INCLUSION POSITION-SALARY	260-1570-10-511100	7,500	78,000	55,578	81,534	86,275	78,000
DIVERSITY EQUITY & INCLUSION POSITION-SALARY	260-1570-10-512200	465	4,836	3,446	5,056	5,309	4,836
DIVERSITY EQUITY & INCLUSION POSITION-SALARY	260-1570-10-512300	109	1,131	806	1,183	1,242	1,131
ADMINISTRATIVE STAFF-SALARIES	260-1590-10-511100	33,143	58,000	-	-	58,870	
ADMINISTRATIVE STAFF-FICA	260-1590-10-512100	2,050	2,050			3,650	
ADMINISTRATIVE STAFF-MEDICARE	260-1590-10-512300	479	480			854	
ADMINISTRATIVE STAFF-CUSTOMER SERVICE	260-1590-10-521100	22,295		74,698	75,000	-	
MUNICIPAL COURT SALARIES & WAGES-REGULAR	260-2650-20-511100	5,229		-			
MUNICIPAL COURT EMPLOYEE BENEFITS-SOCIAL	260-2650-20-512200	324		-			
MUNICIPAL COURT EMPLOYEE BENEFITS-MEDICA	260-2650-20-512300	76		-			
MUNICIPAL COURT EMPLOYEE BENEFITS-WORKER	260-2650-20-512700	-		-			
PUBLIC SAFETY SOCIAL INTERVENTION-SALARY	260-3200-30-511100	-	85,000	13,673	31,974	86,275	
PUBLIC SAFETY SOCIAL INTERVENTION-FICA	260-3200-30-512200	-	5,270	848	1,983	5,349	
PUBLIC SAFETY SOCIAL INTERVENTION-MEDICARE	260-3200-30-512300	-	1,233	198	464	1,251	
POLICE SALARIES & WAGES-REGULAR EMPLOYEE	260-3200-30-511100	122,293					
POLICE EMPLOYEE BENEFITS-SOCIAL SECURITY	260-3200-30-512200	7,582					
POLICE EMPLOYEE BENEFITS-MEDICARE	260-3200-30-512300	1,773					
POLICE-IT IMPLEMENT NEW PRINTING POLICE VEHICLES	260-3200-30-521300	32,586					
PUBLIC WORKS OTHER PURCHASED SERVICES-DU	260-3200-30-512700	-					
PUBLIC SAFETY VIOLENT CRIME REDUCTION GRANT-CAPITAL	260-3200-30-542500			19,574	19,574		
PUBLIC WORKS SALARIES & WAGES-REGULAR EM	260-4000-40-511100	19,835					
PUBLIC WORKS EMPLOYEE BENEFITS-SOCIAL SE	260-4000-40-512200	1,230					
PUBLIC WORKS EMPLOYEE BENEFITS-MEDICARE	260-4000-40-512300	288					
PUBLIC WORKS OTHER PURCHASED SERVICES-DU	260-4000-40-512700	-					
PARKS OTHER CAPITAL OUTLAY	260-6200-60-542500	-					
PLANNING AND ZONING SALARIES & WAGES-REG	260-7400-74-511100	6,514					
PLANNING AND ZONING EMPLOYEE BENEFITS-SO	260-7400-74-512200	404					
PLANNING AND ZONING EMPLOYEE BENEFITS-ME	260-7400-74-512300	94					
PLANNING AND ZONING EMPLOYEE BENEFITS-WORKER	260-7400-74-512700	-					
CODE ENFORCEMENT OFFICER-SALARY	260-7400-74-511110	-	70,000	36,055	55,442	64,818	
CODE ENFORCEMENT OFFICER-FICA	260-7400-74-512100	-	4,340	2,222	3,438	4,019	
CODE ENFORCEMENT OFFICER-MEDICARE	260-7400-74-512200	-	1,015	520	806	940	
COMMUNITY ACTION PROJECTS PURCHASED SERV	260-7600-10-521200	-					
COMMUNITY ACTION-TECHNOLOGY	260-7600-10-521300	21,352					
BANK SERVICE CHARGES/FEES	260-7600-10-523920	80		70	70		
SUPPLIES - SIGNAGE	260-7600-10-531140	-					
CONTRIBUTIONS TO OTHER AGENCIES-FRESH HARVEST	260-7600-10-572000	20,000					
CONTRIBUTIONS TO OTHER AGENCIES-STORYWALK CDF	260-7600-10-572000	889					
GA STATE UNIV-MOU	260-7600-10-572010	-					
VETERAN'S COMMUNITY OUTREACH-MOU	260-7600-10-572020	9,637		1,677	7,495		
MOU-EMPOWER CLARKSTON TEKTON TRAINING	260-7600-10-572025	-					
MOU-AMANI WOMEN CENTER ASSISTANCE	260-7600-10-572030	-					
MOU-AMANI WORKFORCE DEVELOPMENT	260-7600-10-572030	-					
ARPA-HOME WEATHERIZATION/REPAIRS ASSIST	260-7600-10-573080	381,363		80,592	80,593		
RESIDENTIAL LEGAL AID ASSISTANCE	260-7600-10-573081	-	50,000		50,000		
CLARKSTON COMMUNITY CENTER-ESL	260-7600-10-573082	22,169	40,000	3,576	40,000		
MOU-AMANI WOMENS CENTER WORKFORCE DEVELOPMENT	260-7600-10-573083	52,030	82,800		82,800		
FAÇADE IMPROVEMENT	260-7600-10-573085	-					
COVID19 RAPID TESTS	260-7600-10-573090	-					
ARPA-HEALTH INITIATIVES	260-7600-10-573091	2,378					
COVID19-FOOD DISTRIBUTION	260-7600-10-573092	105,494	100,000	50,934	111,000		100,000
COVID19 VACCINATION INCENTIVE GIFT CARDS	260-7600-10-573093	-					
COVID ASSISTANCE-BUSINESS	260-7600-10-573094	-					
COVID19 RENTAL ASSISTANCE PROGRAM	260-7600-10-573095	77,583					
CORONAVIRUS RELIEF-MORTGAGE ASSISTANCE	260-7600-10-573096	-					
CORONAVIRUS RELIEF-UTILITY ASSISTANCE	260-7600-10-573097	17,873		2,520			
ARPA-QUARANTINE INCOME LOSS	260-7600-10-573098	-					
BALANCE TO BE ALLOCATED	260-7600-10-573098						92,168
Total ARPA Grants Fund		1,027,142	852,128	419,001	862,031	434,874	339,135

TOTAL
REMAINDER AVAILABLE 2024-2026 1,725,060 ALLOCATIONS 774,009
951,051

AMERICAN RESCUE PLAN GRANT AMOUNT 4,719,115
 SPENT IN FY2021 (1,012,864)
 SPENT IN FY2022 (895,843)
 PROJECTED SPENDING FY23 (862,031) \$ 1,948,377
 PROJECTED SPENDING FY24 (434,874)
 PROJECTED SPENDING FY25 434,874
 PROJECTED SPENDING FY26 (339,135)
 1,609,242

REVENUES		CITY OF CLARKSTON PROPOSED BUDGET FY 2025					
As of October 11, 2024		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 09/30/2024	% OF BUDGET	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET
FUND 1 - GENERAL FUND - Revenue							
Public Utility R/E Tax - Current	311110	69,804	94,539	-	0%	74,251	97,375
Other Real Prop Tax	311190	3,754,198	5,511,538	571,713	10%	5,245,651	5,776,884
Real Property Tax - Prior	311200	(37,481)	-	270,729		270,729	275,000
Public Utility R/E Tax - Prior	311210	2,478	-	74,242		74,242	75,000
Motor Vehicle Tax - Curr	311310	256,700	260,000	203,549	78%	203,549	270,400
Intangible Tax (Reg/Rec)	311340	15,265	14,000	50,372	360%	50,372	14,420
Railroad Equip Tx-Curr	311350	916	916	-	0%	916	1,000
Personal Prop Tax-Curr	311390	102,942	154,097	15,182	10%	197,314	158,720
Personal Prop Tax-Prior	311400	(3,089)	-	4,684		4,684	5,000
Real Estate Transfer Tax	311600	8,769	6,900	3,875	56%	6,900	5,166
Franchise Taxes-Electric	311710	402,564	411,970	1,238	0%	411,970	424,329
Franchise Taxes-Gas	311730	55,204	54,252	29,033	54%	54,252	55,880
Franchise Taxes-Cable/T	311750	42,890	47,274	17,178	36%	47,274	38,711
Franchise Taxes-Teleph	311760	1,918	1,900	1,138	60%	1,900	1,517
Alcohol Bev Excise Tax-Beer/Wine	314200	122,512	126,000	67,712	54%	126,000	129,780
Alcohol Bev Excise Tax-Liquor	314250	-	-	11,084		11,084	15,223
Local Option Mix Dr Tax	314300	65,773	64,500	50,797	79%	64,500	69,762
Business/Occupational Tax	316100	246,738	230,000	196,362	85%	230,000	269,671
Insurance Premium Tax	316200	1,308,710	1,320,000	-	0%	1,320,000	1,359,600
Penalties/Interest-Real Tax	319110	8,517	1,000	15,888	1589%	15,888	16,365
Penalties/Interest-Occupation Tax	319400	12,450	8,500	4,371	51%	8,500	8,755
Alcoholic Investigation Fee	321105	5,200	5,000	5,600	112%	5,600	9,500
Retail Beer License	321110	9,000	8,500	9,750	115%	9,750	17,240
Retail Beer License/Drink	321115	4,000	4,000	5,000	125%	5,000	8,333
Retail Wine License	321120	9,000	8,500	9,000	106%	9,000	17,240
Retail Wine License/Drink	321125	4,000	4,000	4,000	100%	4,000	8,907
Retail Liquor License	321130	7,500	7,500	10,000	133%	10,000	17,250
Retail Liquor License/Drink	321135	17,500	17,500	22,500	129%	22,500	37,375
Work Permit & ID Card-Alcohol	321150	6,295	7,000	3,735	53%	3,735	5,506
Work Permiit & ID Card-Entertainme	321151	71,629	75,000	92,630	124%	92,630	118,024
Pawn Shop Permits	321152	-	-	-		-	-
Hookah Permits	321153	2,000	2,000	2,000		2,000	2,000
Late Night Convenience Store Permit	321154	1,203	1,053	-		1,053	1,053
Ins Co Business License	321220	22,488	20,000	16,825	84%	16,575	23,106
Zoning/Land Use Permits	322210	800	2,000	19,961	998%	19,961	27,412
Sign Permits	322230	3,084	4,000	5,541	139%	5,541	7,573
Building Permits	322240	132,311	150,000	90,649	60%	150,000	157,125
Tree Service Permit Fees	322245	421	1,000	1,896	190%	2,000	1,934
Certificate of Occupancy	322250	-	-	-		-	-
Other Non-Business/Permits	322900	2,280	4,000	6,805	170%	7,000	9,073
Building Inspections	323120	-	-	-	%		
Other Regulatory Fees	323900	-	-	-			
Intergovernmental Revenue	337000	181,129	-	-			
Tree Replacement/Preservation Fees	341390	1,439	-	-			
Printing & Duplicating	341400	2,889	1,800	168	9%	1,800	1,854
Election Qualifying Fees	341910	-	2,889	720		2,889	3,000
Accident Reports	342120	5,119	4,933	2,802	57%	4,933	3,829
Street ROW Maintenance Fees-CSX	343900	5,000	5,000	-			
Special Pickups	344111	2,923	3,600	4,021	112%	4,100	5,522
Backgrd Check Fees/Crim	346410	3,977	3,800	6,240	164%	6,500	8,762
Woman Club Reservation	347200	18,662	18,000	19,936	111%	26,581	31,100
Pool Admissions	347201	31,435	31,435	31,178	99%	31,178	54,562
Pavilion Reservation Fees	347203	14,031	17,000	16,998	100%	17,000	26,064
Juneteenth Vendor Fees	347301	-	-	1,020		1,020	1,500
Program Fees	347500	1,350	1,350	-	0%		
Bad Check Fees	349300	50	250	50		250	
Other Fees/Chgs for Svcs	349900	-	-	-		-	-
Municipal Court Fines/Forf	351170	226,363	235,000	189,576	81%	252,767	270,406
Police Admin IT Fee	351180	5,983	7,200	2,440	34%	7,200	3,416
Interest Revenues	361000	0	-	0			-

REVENUES		CITY OF CLARKSTON PROPOSED BUDGET FY 2025					
As of October 11, 2024		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 09/30/2024	% OF BUDGET	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET
FUND 1 - GENERAL FUND - Revenue							
Contributions/Donations	371000	100	100	500		500	-
Rents & Royalties	381000	87,469	65,533	49,996	76%	66,662	73,328
Reim for Damaged Prop	383000	38,824	40,000	19,211		20,000	25,615
Other Miscellaneous Rev	389000	39	6	976	16270%	1,000	1,341
Bus Shelter Revenue	389010	-	-	-	0%		-
Reimburse DEA/OT	389005	22,923	18,000	9,469	53%	12,626	13,004
Sale/General Fixed Assets	392100	8,448	1,500		0%	10,000	45,000
Sale/Land Property	392200			-	0%		
Transfer from Fund Balance	391100			-	0%		80,000
Proceeds from Capital Leases	393130	138,230	138,230	-	0%		
Revenue - Proceeds GTIB Debt	393500			-			
TOTAL - FUND 1		7,532,872	9,224,065	2,250,342	24%	9,253,328	10,185,511

REVENUE	CITY OF CLARKSTON PROPOSED BUDGET FY 2025						
	2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 09/30/2024	% OF BUDGET	2024 PROJECTED & AMENDED	2025 PROPOSED BUDGET	
As of October 11, 2024							
FUND 3 - MULTIPLE GRANT FUND - 250							
GDOT LMIG/LARP	3341100	93,533	110,000	248,247	226%	248,249	120,000
Opiod Settlements		4,845	5,388	6,758		12,951	10,000
Atlanta Regional Comm-LCI Clarkston Greenway Grant		100,360	140,000	171,640		171,640	-
CDBG Grant Dekalb County		-		-		-	-
NRPA 10 Minute Walk Grant	331155		6,521			6,521	
US Dept of Justice BVP Vests		-	4,000	-		4,000	4,000
Placemaking Grant-GA Power-Crosswalk	334200	-				-	
SS4A-Safe Streets & Roads Planning Grant			1,000,000			-	1,000,000
Public Safety & Voilent Crime Reduction		161,500	400,000	-		190,000	161,500
TOTAL		360,238	1,665,909	426,644	26%	633,361	1,295,500

FUND 4 -500 - STORM WATER UTILITY REVENUE							
Storm Water Fees Fund	344190	232,320	332,853	53,316	16%	332,853	332,853
Prior Yr Stormwater fees	344195	(64)		12,160			
Storm Water Bank Interest	361000	24	10	16	160%		10
Storm Water-Cost Sharing Construction	389000	-		-			
Budget from Fund Balance Reserves		-	-	-			
TOTALS		232,280	332,863	65,492	20%	332,853	332,863

FUND 6 -540 - SANITATION FUND REVENUE							
Sanitation Fees/Enterprise	344110	287,718	310,000	206,586	67%	331,461	356,625
Prior Yr Sanitaion Fees	344115	-	-	8,875			
Commercial Business Fees	344120	-	-	-			
Sanitation Interest	36100	-	-	-			
TOTALS		287,718	310,000	215,461	70%	331,461	356,625

FUND 330 - HOST FUND REVENUE							
HOST Revenues	313300	70,821	-	-			-
TOTALS		70,821	-	-		-	-

FUND 260 - CORONAVIRUS RELIEF FUND							
Interest Revenue	361000	250	-	112			
Federal Govt Grants	331110	1,027,142	852,128	419,001		862,031	434,874
			-			-	-
TOTALS		1,027,392	852,128	419,113	49%	862,031	434,874

FUND 320 - SPLOST FUND							
SPLOST Tax Revenue	313300	2,480,929	3,386,884	2,301,993	68%	2,856,682	2,712,000
Interest Revenue	361000	266	100	221	221%	500	10,000
Funding from Bond Proceeds/Revnues Fund Balance		-	-	-		529,802	
TOTALS		2,481,195	3,386,984	2,302,214	68%	3,386,984	2,722,000



PROPOSED 5 YEAR CAPITAL PROJECT BUDGET

FISCAL YEAR 2025



CITY OF CLARKSTON FIVE YEAR CAPITAL IMPROVEMENT PLAN (CIP)										FUNDING SOURCES						Grants Applied Or Will Apply. Not Yet Awarded	Applied For/Awaiting approval/SPLOS T II
DESCRIPTION	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Totals Capital Improvement Project Costs	Comments/Funding Sources	Debt Financed	General Fund	SPLOST I	SPLOST II	Grants Awarded	Total Funding			
VEHICLES & EQUIPMENT																	
PUBLIC WORKS																	
Ford F150 Trucks to replace 2004 model							-			-	-	-	-	-	-		
Ford Explorer - Replace City Manager Vehicle							-			-	-	-	-	-	-		
Dump Truck-Single Axle 2 Ton		75,000					75,000	General Fund		75,000	-	-	-	-	75,000		
Road Scrape Blade & Salt Spreader for Dump Truck		25,000					25,000	General Fund		25,000	-	-	-	-	25,000		
Land Improvement for Vehicle/Equipment Shed							-			-	-	-	-	-	-		
Milam Park Pools Replastering and Tile Replacment							-			-	-	-	-	-	-		
Stand on Blower							-			-	-	-	-	-	-		
Hustler Zero Turn mower replacement	9,200						9,200	Grant		-	-	-	-	-	9,200		
TOTAL - PUBLIC WORKS	\$ 9,200	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 109,200		\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	\$ 9,200		
PUBLIC SAFETY - POLICE																	
Police Patrol Fleet Replacements (16)	135,000	135,000	135,000	135,000	135,000	135,000	810,000	SPLOST II		-	-	810,000	-	-	810,000		
TASER X26P							-			-	-	-	-	-	-		
TOTAL PUBLIC WORKS	\$ 135,000	\$ 135,000	\$ 135,000	\$ 135,000	\$ 135,000	\$ 135,000	810,000		\$ -	\$ -	\$ -	\$ 810,000	\$ -	\$ 810,000	\$ -		
Administration Electric Vehicle		60,000					60,000			60,000					60,000		
PLANNING & DEVELOPMENT																	
Code Enforcement Vehicle							-			-	-	-	-	-	-		
TOTAL PLANNING & DEVELOPMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -										
TOTAL VEHICLE AND EQUIPMENT	\$ 144,200	\$ 295,000	\$ 135,000	\$ 135,000	\$ 135,000	\$ 135,000	\$ 979,200		\$ -	\$ 160,000	\$ -	\$ 810,000	\$ -	\$ 970,000	\$ 9,200		
OTHER CAPITAL PROJECTS																	
Parks & Recs																	
Forty Oaks - Existing Home Building Improvements	50,000		150,000	150,000	150,000	150,000	650,000	SPLOST II		-	-	650,000	-	-	650,000		
Construction of facilities on city owned property - Park/Recreational Land - Montreal Creek Court	200,000	250,000	250,000	249,000			949,000	SPLOST II		-	-	949,000	-	-	949,000		
Parks Master Plan - plan must be completed in FY 25	200,000						200,000	SPLOST II		-	-	200,000	-	-	200,000		
Park/Recreational Land - Cobble Mill Land						250,000	250,000	SPLOST II/Grant (subcommittee decision to re-allocate \$250k to another project - TBD - should be \$0.00)		-	-	-	-	-	250,000		
Milam Park Renovations	200,000	300,000					500,000	SPLOST II		-	-	500,000	-	-	500,000		
Splash Station/Pads		450,000	450,000				900,000	SPLOST II		-	-	900,000	-	-	900,000		
Total Parks & Recs	\$ 650,000	\$ 1,000,000	\$ 850,000	\$ 399,000	\$ 150,000	\$ 400,000	\$ 3,449,000		\$ -	\$ -	\$ -	\$ 3,199,000	\$ -	\$ 3,199,000	\$ 250,000		
Public Works																	
Safe Streets for all (SS4A) Citywide Pedestrian and Vehicular Safety Action Plan Study	300,000	700,000	300,000				1,300,000	IIAJ Grant Planning Match Grant.		-	-	300,000	1,000,000	-	1,300,000		
Mell Ave/Northern/Church/East Ponce De Leon Safety and Operational Improvement Design Phase II & Construction	325,000	325,000	400,000	450,000			1,500,000	ARC FY 24 or 25		-	-	650,000	850,000	-	1,500,000		
Sidewalks-Church St. from Erskine Rd to EPDL and EPDL from Church St. to 500 ft east of EPDL/Brockett Rd intersection at the bus stop across from Tahoe Village Shopping Center	300,000	300,000	720,000				1,320,000	\$120K from CDBG Grant , \$600K from City PH II - SPLOST I		-	600,000	-	720,000	-	1,320,000		
Milling and Resurfacing Streets	1,108,000						1,108,000	\$700k of SPLOST plus \$138k and \$180k of state funding (out to bid FY 24 and all work to be completed in FY 25). Bond funds		-	-	700,000	408,000	-	1,108,000		
Crosswalks on North Indian Creek/Pedestrian Crossing	85,000						85,000	SPLOST II		-	-	85,000	-	-	85,000		
Neighborhood Traffic Calming - College Ave	150,000	150,000					300,000	SPLOST II		-	-	300,000	-	-	300,000		
Sidewalks/ADA Installations or Replacements . Church to Market Street. Removal of asphalt sidewalk on church near Park North: Brockett Road ADA improvement: Jolly Ave South Fowland toCity limits	100,000	100,000					200,000	SPLOST II		-	-	200,000	-	-	200,000		
Greenway Trail Design Plans Phase I and II	234,000	233,000	233,000				700,000	SPLOST II		-	-	700,000	-	-	700,000		
Norman Road Dam Planning Design Only	150,000	150,000					300,000	SPLOST II		-	-	300,000	-	-	300,000		

City of Clarkson

DESCRIPTION	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Totals Capital Improvement Project Costs	Comments/Funding Sources	Debt Financed	General Fund	SPLOST I	SPLOST II	Grants Awarded	Total Funding	Grants Applied Or Will Apply. Not Yet Awarded	Applied For/Awaiting approval/SPLOST II
Gateway Monument (Church St off ramp at I-285 - permit approval from GDOT)	60,000	65,000					125,000	ARC	-	-	-	-	-	-	-	\$ 125,000
Glendale @ Church Street Intersection Improvements						1,500,000	1,500,000	Federal Grant Funding SPLOST II \$190 (low priority project from SPLOST I)	-	190,000		-	1,310,000	1,500,000	-	-
Northern Rd Realignment with Mell Ave	450,000	450,000					900,000	ARC	-	-		650,000	250,000	900,000	-	-
Relocate Boat Dock Milam Lake to align with Milam Park Entrance							-		-	-		-	-	-	-	-
North Indian Creek Road Diet (county line to Montreal Rd stream crossing)						3,500,000	3,500,000	SPLOST II		700,000			2,800,000	3,500,000	-	-
Norman Road Dam	300,000					1,750,000	2,050,000	SPLOST II (\$300,000 Bonds)				300,000	1,750,000	2,050,000	-	-
City Road Rehabilitation and Resurfacing			1,000,000	1,000,000			2,000,000	General Fund and/or SPLOST II						-	-	2,000,000
Bridge Rehabilitation - Casa Drive		120,000					120,000	General Fund						-	-	120,000
SPLOST-Public Safety, Court, and City Hall Town Center						8,926,661	8,926,661	Bonds	8,926,661					8,926,661	-	-
Norman Rd mailbox installations	\$20,000						20,000	General Fund		20,000				20,000	-	-
Tree Replacements on city Right of Way city wide	\$125,000						125,000	Tree Bank Fund		125,000				125,000	-	-
TOTAL FOR OTHER CAPITAL - PUBLIC WORKS	\$ 3,562,000	\$ 2,593,000	\$ 2,653,000	\$ 1,450,000	\$ -	\$ 15,676,661	\$ 26,079,661		\$ 8,926,661	\$ 1,035,000	\$ 600,000	\$ 4,185,000	\$ 9,088,000	\$ 23,834,661	\$ -	\$ 2,245,000
		proof													-	-
TOTAL OTHER CAPITAL PROJECTS - PUBLIC WORKS	\$ 4,212,000	\$ 3,593,000	\$ 3,503,000	\$ 1,849,000	\$ 150,000	\$ 16,076,661	\$ 29,528,661		\$ 8,926,661	\$ 1,035,000	\$ 600,000	\$ 7,384,000	\$ 9,088,000	\$ 27,033,661	\$ -	\$ 2,495,000
		proof													-	-
GRANT TOTAL FOR VEHICLES, EQUIPMENT AND OTHER CAPITAL PROJECTS	\$ 4,356,200	\$ 3,888,000	\$ 3,638,000	\$ 1,984,000	\$ 285,000	\$ 16,211,661	\$ 30,507,861		\$ 8,926,661	\$ 1,195,000	\$ 600,000	\$ 8,194,000	\$ 9,088,000	\$ 28,003,661	\$ 9,200	\$ 2,495,000
		proof												proof		

30,507,861

\$ -

PROPOSED FEE SCHEDULE

FISCAL YEAR 2025



**City of Clarkston
Proposed Fee Schedule
FY 2025**

City of Clarkston	FY 2024 FEE	Proposed FY 2025 FEE	JUSTIFICATION
CITY CLERK OFFICE			
ALCOHOL LICENSE FEE			
Beer/Malt Beverage	\$ 750	\$ 862	Fees have not been adjusted in over 5 years. Operational Cost increased. Fees has not kept pace with the increase in operational cost.
Wine	\$ 750	\$ 862	
Beer/Wine/Malt Beverage	\$ 1,000	\$ 1,150	
Distilled Spirits	\$ 2,500	\$ 2,875	
Retail Dealer - Wholesale Wine/Beer/Malt Beverage	\$ 350	\$ 405	
Retail Dealer - Wholesale Wine/Beer/Malt Beverage/Distilled Spirits	\$ 2,850	\$ 3,278	
Wholesale Beer/Win/Malt Beverage	\$ 450	\$ 520	
Wholesale Distilled Spirits (City)	\$ 5,000	\$ 5,750	
Administrative/Investigative Fee	\$ 200	\$ 260	
Background Check	\$ 50	\$ 65	
Alcohol Server Permit Fee	\$ 50	\$ 85	
ALCOHOL BEVERAGE CATERER FEE (On Premises)			
Wine Only	\$ 500	\$ 575	Fees have not been adjusted in over 5 years. Operational Cost increased. Fees has not kept pace with the increase in operational cost.
Beer /Malt Beverages	\$ 500	\$ 575	
Distilled Spirits	\$ 2,000	\$ 2,300	
Beer/Malt Beverages	\$ 750	\$ 865	
Beer/Wine/Malt Beverage/Distilled Spirits	\$ 2,500	\$ 2,875	
Temp Alcohol License for Non-Profit/Charitable Events (Up to 3 Days License)	\$ 50	\$ 65	
Individual Event POUR LICENSE	\$ 75	\$ 100	
HOOKAH LICENSE	\$ 1,000	\$ 1,300	
OPEN RECORDS REQUEST FEES			
Search, retrieval or redaction of records	Calculated based upon the hourly rated of the lowest paid employee qualified to conduct the research of an open records request, with no charge for the first quarter hour of the employee's time expended.	Calculated based upon the hourly rated of the lowest paid employee qualified to conduct the research of an open records request, with no charge for the first quarter hour of the employee's time expended.	Fees have not been adjusted in over 5 years. Operational Cost increased. Fees has not kept pace with the increase in operational cost.
Electronic Records	The agency may charge the actual cost of the media which the records are data is produced.	The agency may charge the actual cost of the media which the records are data is produced.	
Copying of records or data per page for letter or legal size documents or, in the case of other documents, the actual cost of producing the copy.	\$ 0.10	\$ 0.10	

**City of Clarkston
Proposed Fee Schedule
FY 2025**

City of Clarkston	FY 2024 FEE	Proposed FY 2025 FEE	JUSTIFICATION
Business Licenses/Occupational Tax			
Administrative Fee	\$ 100	\$ 130	Fees increase is based upon increased operational cost.
Gross Receipts \$20,000 and under	\$ -	\$ -	
Class 1	Gross Receipts over \$20,000 Multiplied by (X) .0001800	Gross Receipts over \$20,000 Multiplied by (X) .0001800	
Class 2	Gross Receipts over \$20,000 Multiplied by (X) .0003000	Gross Receipts over \$20,000 Multiplied by (X) .0003000	
Class 3	Gross Receipts over \$20,000 Multiplied by (X) .0004200	Gross Receipts over \$20,000 Multiplied by (X) .0004200	
Class 4	Gross Receipts over \$20,000 Multiplied by (X) .0005400	Gross Receipts over \$20,000 Multiplied by (X) .0005400	
Class 5	Gross Receipts over \$20,000 Multiplied by (X) .0006600	Gross Receipts over \$20,000 Multiplied by (X) .0006600	
Class 6	Gross Receipts over \$20,000 Multiplied by (X) .0001800	Gross Receipts over \$20,000 Multiplied by (X) .0001800	
Vendor License (1year)	\$ 100	\$ 130	Fees increase is based upon increased operational cost.
Filing Penalty for Late filing of Business License/Occupational Tax:			
Jan 20 through Feb 15	5%	5%	
Feb 16 - April 15	10%	10%	
April 16 - Oct 15	15%	15%	
Oct 16 - Jan 15	20%	20%	
More than one year	30%	30%	
COURTS			
Offense Description	Maximum Fine FY 2024	Maximum Fine FY 2025	
LITTERING	\$ 250	\$ 290	Court Fines established by the State
BUSINESS W/OUT LICENSE	\$ 250	\$ 500	
OPERATING WITH A SUSPENDED BUSINESS LICENSE	\$ 250	\$ 500	
PENALTY FOR VIOLATION (NO BUSINESS LICEN	\$ 1,000	\$ 500	
UNLAWFUL OPERATION DECLARED A NUISANCE	\$ 250	\$ 670	
MINORS-PERMIT ALLOW TO VIOLATE CHAPTER12	\$ 665	\$ 670	
COMMERCIAL SOLICITING AND SOLICITING RESIDENCE	\$ 250	\$ 700	
THEFT BY SHOPLIFTING	\$ 665	\$ 670	
IN PARK AFTER CLOSING	\$ 182	\$ 200	
ALCOHOLIC BEVERAGE DRINKING OR POSSESSION IN PARK	\$ 300	\$ 300	
GENERAL PARKING REGULATIONS	\$ 1,000	\$ 1,000	
COMMERCIAL VEHICLE PARKING VIOLATION	\$ 250	\$ 700	
FAILURE TO MEET REQUIREMENTS FOR EROSION, SEDIMENTATION AND POLLUTION	\$ 1,000	\$ 1,000	
INSPECTION AND ENFORCEMENT	\$ 500	\$ 500	

**City of Clarkston
Proposed Fee Schedule
FY 2025**

City of Clarkston	FY 2024 FEE	FY 2025	Proposed FY 2025 FEE	JUSTIFICATION
OPERATING WITH AN EXPIRED ALCOHOL LICENSE	\$ 250	\$	250	
EMPLOYEE REGULATIONS	\$ 250	\$	250	
OPEN AREA AND PATIO SALES	\$ 250	\$	250	
SALE BY/DRINK PERMIT ONLY BONAFIDE REST	\$ 250	\$	250	
HOURS OF OPERATION FOR PACKAGE RETAILERS	\$ 250	\$	250	
VISIBILITY	\$ 250	\$	250	
MACHINES OPERATED FOR AMUSEMENT PURPOSES	\$ 250	\$	250	
SELL ALCOHOL WITHOUT A LICENSE	\$ 665	\$	665	
COAM AMUSEMENT PURP ON RETAIL PREMISES	\$ 250	\$	250	
PERMITS	\$ 250	\$	700	
PROPERTY MAINT/MOLD IN EXTERIOR 18-35(A)	\$ 665	\$	700	
FENCES AND WALLS (PROPERTY MAINTENANCE)	\$ 250	\$	670	
GRADING AND DRAINAGE	\$ 250	\$	250	
GRASS, WEEDS & UNCULTIVATED VEGETATION	\$ 250	\$	250	
OPEN AND OUTDOOR STORAGE	\$ 250	\$	250	
ENCLOSURE FOR TRASH RECEPTACLES/DUMPTERS	\$ 250	\$	670	
TEMPORARY TRASH RECEPTICLES W/O PERMIT	\$ -	\$	-	
SANITATION	\$ 250	\$	250	
RODENT HARBORAGE	\$ -	\$	500	
SIDEWALKS AND DRIVEWAYS	\$ 250	\$	250	
STAGNANT WATER PROHIBITED	\$ 1,000	\$	1,000	
RETENTION PONDS TO BE FENCED	\$ 250	\$	250	
TREES	\$ -	\$	500	
EXTERIOR SURFACE TREATMENT	\$ 250	\$	250	
PREMISES IDENTIFICATION	\$ 250	\$	250	
WINDOWS	\$ -	\$	500	
IPMC NO ELECTRICITY	\$ 250	\$	250	
IPMC INADEQUATE DEFECTIVE ELECTRICAL SYSTEM	\$ 250	\$	250	
OBSTRUCTION OF WALKS OR DRIVES	\$ 250	\$	250	
RESIDENTIAL/COMMERCIAL DIST. EMIT ODORS, FUMES OR LOUD NOISES	\$ 250	\$	250	
FIRE CODE VIOLATION	\$ 153	\$	155	
NUISANCE - TOILET/SANTITARY	\$ 665	\$	670	
CLEANLINESS OF SIDE WALKS	\$ 250	\$	250	
ANIMAL WASTE IN COMMON AREAS	\$ 250	\$	250	
ANIMAL CRUELTY	\$ 250	\$	250	
DUMPING OF SCRAP TIRES PROHIBITED	\$ 250	\$	500	
SMOKING IN VIOLATION OF CITY CLEAN INDOOR AIR ACT	\$ -	\$	500	

**City of Clarkston
Proposed Fee Schedule
FY 2025**

City of Clarkston	FY 2024 FEE	FY 2025	Proposed FY 2025 FEE	JUSTIFICATION
RESPONSIBLE PERSONS CONSTRUED	\$ 250	\$ 250	\$ 250	
PUBLIC DISPLAY OF MERCHANDISE IS PROHIBITED	\$ 250	\$ 250	\$ 250	
HOURS OF OPERATION	\$ 250	\$ 250	\$ 700	
EVIDENCE OF STATE REGISTRATION REQUIRED	\$ 250	\$ 250	\$ 250	
EVIDENCE OF QUALIFICATION REQUIRED IF APPLICABLE	\$ 250	\$ 250	\$ 250	
DISPLAY OF LICENSE OR REGISTRATION REQUIRED	\$ 500	\$ 500	\$ 500	
OCCUPATIONAL TAX REQ	\$ 500	\$ 500	\$ 500	
LICENSE & FEE REQUIRED FOR COAM MACHINES	\$ 250	\$ 250	\$ 250	
REG FOR OPER OF COIN-OPER AMUSEMENT MACH	\$ 250	\$ 250	\$ 250	
FAIL TO PROVIDE CODE COMPLIANCE CERTIFICATE	\$ 250	\$ 250	\$ 250	
FAILURE PROVIDE CODE COMPLIANCE CERTIFIC	\$ 250	\$ 250	\$ 250	
OPEN CONTAINER	\$ 148	\$ 148	\$ 155	
LOITERING - GENERAL	\$ 665	\$ 665	\$ 700	
POSSESSION MARIJUANA <1 OZ	\$ 75	\$ 75	\$ 670	
NOISE/VIOLATION OF ANY SECT 10-20	\$ 148	\$ 148	\$ 155	
OBSTRUCTION OF OFFICER	\$ 665	\$ 665	\$ 700	
DISCHARGING WEAPONS	\$ 665	\$ 665	\$ 700	
KNIVES-UNLAWFUL CARRY/POSSESS PUBLIC	\$ 278	\$ 278	\$ 300	
CRIMINAL TRESPASS BY MOTOR VEHICLE	\$ -	\$ -	\$ 670	
CRIMINAL TRESPASS	\$ 665	\$ 665	\$ 670	
CARRYING CONCEALED WEAPON	\$ 665	\$ 665	\$ 700	
FALSE ALARMS	\$ 665	\$ 665	\$ 700	
REFUSAL TO OBEY OFFICIAL REQUEST	\$ 665	\$ 665	\$ 670	
GIVING FALSE NAME ADDRESS BIRTH TO OFFICER	\$ 665	\$ 665	\$ 700	
PERMIT EXPIRATION	\$ 250	\$ 250	\$ 250	
CONTEMPT OF COURT	\$ 200	\$ 200	\$ 200	
TRACTOR-TRAILER PARKING	\$ 665	\$ 665	\$ 700	

**City of Clarkston
Proposed Fee Schedule
FY 2025**

City of Clarkston	FY 2024 FEE	FY 2025	Proposed FY 2025 FEE	JUSTIFICATION
INOPERABLE VEHICLE	\$ 250	\$	\$ 670	
PARKING INOPERABLE VEHICLE	\$ 250	\$	\$ 670	
VEHICLE REPAIR AND MAINTENANCE WORK	\$ 665	\$	\$ 670	
ILLEGAL PARKING	\$ -	\$	\$ 150	
PARKED IN TOW AWAY ZONE ON ROADWAY	\$ 148	\$	\$ 155	
DISPOSAL OF REFUSE & GARBAGE (ILLEGAL DUMP)	\$ 250	\$	\$ 250	
PREPARATION AND STORAGE OF RESIDENTIAL REFUSE FOR COLLECTION	\$ -	\$	\$ 500	
VIOLATION COMMERCIAL AND MULTIPLE DWELLING REFUSE COLLECTION	\$ 665	\$	\$ 670	
LAND DISTURBANCE WITHOUT PERMIT	\$ -	\$	\$ 500	
PENALTIES AND INCENTIVES	\$ 250	\$	\$ 250	
ILLEGAL ADULT ENTERTAINMENT	\$ -	\$	\$ 250	
EMPLOYEE REGULATON - ALCOHOL SERVE PERMIT	\$ 250	\$	\$ 250	
ALLOWING CONSUMPTION OF ALCOHOL ON PREMISES OF NON-LICENSED ESTABLISHMENT	\$ -	\$	\$ 500	
FAILED TO SERVE TWO MEALS PER DAY	\$ -	\$	\$ 250	
ALLOWING PATRONS CONSUME ALCOHOL A/3:20	\$ 250	\$	\$ 250	
ALLOWING PATRONS TO REMAIN PAST 3:50 A.M.	\$ 250	\$	\$ 250	
REQUIRE/PERMIT UNLAWFUL OPER. OF VEHICLE	\$ 288	\$	\$ 288	
TAGS: MANUFACTURING OF PLATES/DECALS	\$ 556	\$	\$ 560	
TAGS: ALTERATION/IMPROPER PLATES	\$ 556	\$	\$ 560	
REMOVING/AFFIX TAG W/INTENT TO CONCEAL	\$ 556	\$	\$ 560	
TAGS: NEW RESIDENT HAS 30 DAYS TO REGISTER VEHICLE	\$ 153	\$	\$ 155	
FAILURE TO OBEY PERSON DIRECTING TRAFFIC	\$ 288	\$	\$ 290	
UNAUTH MOTOR VEH ON ROADWAY	\$ 288	\$	\$ 155	
OPERATING UNSAFE VEHICLE	\$ 153	\$	\$ 200	
NO WORKING SPEEDOMETER	\$ 87	\$	\$ 155	
MAINTENANCE OF BUILDINGS, STRUCTURES, ELECTRICITY, GAS, MECHANICAL & PLUMBING	\$ 250	\$	\$ 500	
POOLS,TUBS,SPAS - SAFETY FENCE REQUIRED	\$ 1,000	\$	\$ 1,000	
PROHIBITED USES - LANDFILLS & JUNKYARDS	\$ 665	\$	\$ 700	

**City of Clarkston
Proposed Fee Schedule
FY 2025**

City of Clarkston	FY 2024 FEE	Proposed FY 2025 FEE	JUSTIFICATION
FIRE LANE VIOLATION	\$ 304	\$ 310	
TRASH ON PREMISES	\$ 250	\$ 250	
ILLEGAL DUMPING OF DEBRIS	\$ -	\$ 250	
ACCUMULATION	\$ 250	\$ 250	
VIOLATIONS AND PENALTIES (SMOKING PROHIBITED)	\$ 50	\$ 50	
CODE COMPLIANCE CERTIFICATE REQUIRED	\$ 1,000	\$ 1,000	
UNSAFE STRUCTURE	\$ 250	\$ 500	
UNSECURED STRUCTURE	\$ 250	\$ 500	
NO COAM LICENSE WITHIN 200 YARDS OF SCHOOL	\$ 1,000	\$ 1,000	
OPERATION OF COAM PROXIMITY TO CERTAIN USE OF PROPERTY	\$ 1,000	\$ 1,000	
DISORDERLY COND-VIOLENT TUMULT	\$ 665	\$ 700	
DISORDERLY COND-VIOL/TUMULT PROP OF PERS	\$ 665	\$ 700	
DISORDERLY COND-ENDANGER/INTERFERE W/LA	\$ 665	\$ 700	
DISORDER COND-JOSTLING/ROUGHLY CROWDING/	\$ 665	\$ 700	
DISORDERLY COND-ASSEMBLE/FREQ PUB PLACE	\$ 665	\$ 700	
DISORDERLY COND-ATTEMPT TO FORCE COMPANY	\$ 665	\$ 700	
DISORDERLY COND- ANGER USING FIGHT WORDS	\$ 665	\$ 700	
DISORDERLY COND-AID ABET ENCOURAGE MINOR	\$ 665	\$ 700	
INTOXICATED PUB AREA/PLACE OF BUSINESS	\$ 406	\$ 415	
DRINK INTOX BEVERAGE IN AUTOMOBILE	\$ 406	\$ 410	
DRINK/POSSES INTOX BEV@PUBLIC PLACE/CTY	\$ 665	\$ 700	
BRING/CARRY INTOX BEVERAGE FIELD/STADIUM	\$ 665	\$ 670	
POSSESSION DRUG RELATED OBJECTS	\$ 665	\$ 670	
LOITERING FOR SEXUAL ACTS FOR HIRE	\$ 665	\$ 700	
LOITERING FOR DRUGS	\$ 665	\$ 700	
UNLAWFUL/PERMIT MINOR TO VIOLATE 12-25	\$ 665	\$ 670	
KNIVES-AUTO 2" (SWITCHBLADE)	\$ 406	\$ 415	
KNIVES -2" OR MORE LOCKBACK	\$ 406	\$ 415	
KNIVES -3" OR MORE BUTCHER/KITCHEN/UTIL	\$ 665	\$ 670	
KNIVES-ICE PICK OR SIMILAR SHARP POINT	\$ 665	\$ 670	
FALSE REPORT/MISUSE 911	\$ 665	\$ 700	
WASTE & DISPOSAL DUMPING	\$ 250	\$ 700	
RESTRAINT OF ANIMALS	\$ 665	\$ 670	
REMOVE EXCREMENT DEPOSITED BY ANIMAL	\$ 148	\$ 155	
PUBLIC INTOXICATION	\$ 406		
TRUANCY	\$ -	\$ 300	
PERMIT REQUIRED ON SIGNS	\$ 250	\$ 670	
SIGNS - ENFORCEMENT AND PENALTIES	\$ 250	\$ 250	

**City of Clarkston
Proposed Fee Schedule
FY 2025**

City of Clarkston	FY 2024 FEE	FY 2025	Proposed FY 2025 FEE	JUSTIFICATION
PROHIBITED SIGNS	\$	250	\$	250
TEMPORARY SIGNS	\$	250	\$	250
BRIBERY	\$	665	\$	670
SMOKING IN PUBLIC PLACES PROHIBITED	\$	250	\$	250
POSSESSION OF OUNCE OR LESS OF MARIJUANA	\$	665	\$	670
PROBATION CONTEMPT	\$	200	\$	200
CRIMINAL TRESPASS	\$	665	\$	670
LITTERING PUBLIC OR PRIVATE PROPERTY OR WATER	\$	288	\$	290
MOTOR VEH RESTRICTION	\$	665	\$	700
INOPERABLE VEHICLE - UNREGISTERED	\$	250	\$	670
FAILURE TO REMOVE INOPERABLE VEHICLE	\$	250	\$	670
PARKING VEHICLES ON GRASS OR IN YARDS	\$	250	\$	250
MINIMUM REQUIREMENTS FOR EROSION, SEDIME	\$	250	\$	250
APPLICATION REQUIREMENTS (APPL/PERM PROCEDURES)	\$	250	\$	250
PREVENT NON-STORMWATER DISCHARGES	\$	250	\$	250
PROHIBITION OF ILLICIT DISCHARGES	\$	250	\$	250
INTERNATIONAL PROPERTY MAINTENANCE	\$	250	\$	250
UNSAFE CONDITIONS	\$	250	\$	250
TAGS: REGISTRATION AND LICENSE REQUIRED	\$	153	\$	155
IMPROPER REGISTRATION/LICENSE OF DEALERS, DISTRIBUTORS, ETC	\$	288	\$	290
DISPLAY OF LICENSE PLATES/OBSCURED TAG	\$	153	\$	155
WRONG TAG ON VEHICLE	\$	288	\$	290
OPERATING W/O REVALIDATION DECAL ON TAG	\$	153	\$	160
NO TAG	\$	415	\$	415
NO VALID COUNTY DECAL (1ST OFFENSE)	\$	50	\$	75
DRIVING WHILE UNLICENSED (1ST OFFENSE)	\$	1,000	\$	1,000
WRONG CLASS OF DRIVERS LICENSE	\$	355	\$	400
OPERATING W/INSTRUCTION PERMITS, PROVISIONAL LICENSES AND TEMPORARY LICENSES	\$	222	\$	230
FAILURE TO HAVE LICENSE ON PERSON	\$	40	\$	40
VIOLATION OF LICENSE RESTRICTIONS	\$	355	\$	400
EXPIRED DRIVER'S LICENSE	\$	94	\$	100
LICENSE: 60 DAYS TO CHANGE NAME/ADDRESS	\$	56	\$	75
REFUSE TO SURRENDER LICENSE	\$	153	\$	155

**City of Clarkston
Proposed Fee Schedule
FY 2025**

City of Clarkston	FY 2024 FEE	Proposed FY 2025 FEE	JUSTIFICATION
LICENSE: VIOLATION OF COND. OF PERMIT	\$ 355	\$ 400	
OPERATING MV W/OTHER LIC WHILE SUSP/REV	\$ 1,000	\$ 1,000	
NO INSURANCE (1ST OFFENSE)	\$ 459	\$ 550	
NOISE VIOLATION (LOUD MUSIC)	\$ 121	\$ 130	
VEHICLE REGISTRATION SUSPENDED	\$ 690	\$ 700	
IMPROPER PASSING OF EMERGENCY/TOWING/HWY VEHICLE	\$ 300	\$ 300	
BASIC RULES VIOLATION	\$ 690	\$ 700	
FAIL TO YIELD TO TRAFFIC CONTROL DEVICE	\$ 153	\$ 155	
LANE DIRECTION CONTROL SIGNALS	\$ 153	\$ 155	
DRIVING ON WRONG SIDE OF ROAD	\$ 153	\$ 155	
OVERTAKING & PASSING	\$ 153	\$ 155	
OVERTAKE AND PASS ON RIGHT	\$ 153	\$ 155	
PASSING W/IN 200 FT. OF ONCOMING TRAFFIC	\$ 153	\$ 155	
DRIVING LEFT OF CENTER OF ROAD	\$ 153	\$ 155	
PASSING IN NO-PASSING ZONE	\$ 288	\$ 290	
FAILURE TO MAINTAIN LANE	\$ -	\$ 160	
FOLLOWING TOO CLOSELY	\$ 153	\$ 155	
DRIVING WITHIN THE EMERGENCY LANE	\$ 153	\$ 155	
FAIL TO YIELD WHEN ENTERING INTERSECTION	\$ 153	\$ 155	
FAIL TO YIELD WHILE TURNING LEFT	\$ 153	\$ 155	
FAILURE TO YIELD RIGHT OF WAY TO VEHICLE	\$ 153	\$ 155	
FAIL TO YIELD TO FUNERAL PROCESSION	\$ 288	\$ 290	
PEDESTRIAN TO OBEY TRAFFIC CONTROL DEVICE/OFFICER	\$ 153	\$ 155	
FAILURE TO YIELD RIGHT OF WAY AT CROSSWALK	\$ 153	\$ 155	
CROSSING AT OTHER THAN CROSSWALKS	\$ 153	\$ 155	
DRIVER MUST USE CARE TO AVOID PEDESTRIAN	\$ 153	\$ 155	
PED UNDER THE INFLUENCE ALCOHOL/DRUGS	\$ 422	\$ 450	
PEDESTRIAN MUST WALK ON ROADWAY/SIDEWALK	\$ 153	\$ 155	
PED. MUST NOT SOLICIT RIDE/EMP/BUSINESS	\$ 153	\$ 155	
OPERATION VEHICLE W/NITROUS OXIDE	\$ 153	\$ 155	
LIGHTED HEADLIGHTS/OTHER LIGHTS REQUIRED	\$ 87	\$ 100	
HEADLIGHT REQUIREMENTS	\$ 87	\$ 100	
TAIL LIGHTS/LENSES REQUIRED	\$ 87	\$ 100	

**City of Clarkston
Proposed Fee Schedule
FY 2025**

City of Clarkston	FY 2024 FEE	FY 2025	Proposed FY 2025 FEE	JUSTIFICATION
NO BRAKE LIGHTS OR WORKING TURN SIGNALS	\$ 87	\$	100	
NO OPERATING BRAKE LIGHTS/SIGNALS	\$ 87	\$	100	
SPOTLIGHTS/FOGLIGHTS/AUXILIARY LIGHTS	\$ 87	\$	100	
FAIL TO DIM HEADLIGHTS	\$ 87	\$	90	
(SAE) STANDARDS - COLOR IN LIGHTING	\$ 87	\$	100	
BRAKES REQUIRED	\$ 87	\$	90	
BRAKE MAINTENANCE	\$ 153	\$	155	
IMPROPER EXHAUST SYSTEM	\$ -	\$	100	
REAR VIEW OBSTRUCTION	\$ 87	\$	100	
WINDSHIELD REQUIREMENTS	\$ 153	\$	160	
TIRE REQUIREMENTS	\$ 87	\$	100	
SAFETY RESTRAINT (6-18)	\$ -	\$	50	
UNDER 18 RIDE IN UNCOVERED BED OF PICKUP	\$ 153	\$	155	
UNAUTHORIZED VEHICLE W/BLUELIGHTS	\$ 690	\$	700	
UNAUTHORIZED VEH. WITH RED/AMBER LIGHTS	\$ 101	\$	155	
ANIMALS AT LARGE	\$ 665	\$	670	
TREE CUTTING PERMIT (PERMITS)	\$ 665	\$	670	
DEFENCTIVE MECHANICAL EQUIPMENT	\$ 1,000	\$	1,000	
MECHANICAL EQUIPMENT AND APPLIANCES	\$ 1,000	\$	1,000	
DEFECTIVE ELECTRIAL CYSTYM INADEQUATE SERVICE	\$ 1,000	\$	1,000	
NUISANCE - SMOKE	\$ 665	\$	670	
NUISANCE - TRASH/GARBAGE	\$ 250	\$	250	
BUSINESS AREA FREE FROM LITTER	\$ 250	\$	300	
CONCEAL OBJECT RELATED TO DRUG ACTIVITY	\$ -	\$	-	
PUBLIC INDECENCY -EXPOSE SEX ORGANS	\$ 665	\$	700	
PUBLIC INDECENCY-PARTIAL/COMPLETE NUDITY	\$ 665	\$	700	
PUBLIC INDECENCY-ACT OF SEXUAL INTERCOURSE	\$ 665	\$	700	
PUBLIC INDECENCY-URINATE/DEFECATE PUBLIC AREA	\$ 665	\$	700	
LOITERING - TAKING FLIGHT	\$ 665	\$	700	
ERECTING SIGN WITHOUT PERMIT	\$ -	\$	500	
FALSE STATEMENTS AND WRITINGS	\$ 1,000	\$	1,000	
OBSTRUCTING LAW ENFORCEMENT OFFICERS	\$ 665	\$	700	

**City of Clarkston
Proposed Fee Schedule
FY 2025**

City of Clarkston	FY 2024 FEE	FY 2025	Proposed FY 2025 FEE	JUSTIFICATION
GIVING FALSE NAME/ADDRESS/DOB TO OFFICER	\$ 665	\$	700	
FALSE REPORT OF A CRIME	\$ 665	\$	700	
AFFRAY	\$ 500	\$	200	
WEARING MASK, HOOD, DEVICE WHICH	\$ 665	\$	700	
DISORDERLY CONDUCT	\$ 665	\$	700	
PUBLIC DRUNKENNESS	\$ 406	\$	700	
POSSESSION TOBACCO TO MINORS	\$ 665	\$	670	
POSSESSION OF CONTROLLED SUBSTANCE/MARIJUANA	\$ 665	\$	670	
POSSESSION OF DRUG RELATED OBJECTS	\$ 665	\$	670	
POSSESSION OF ALCOHOL BY A MINOR	\$ 406	\$	415	
FURNISH/SELL ALCOHOL TO PERSON UNDER 21	\$ 406	\$	415	
ATTEMPT TO PURCHASE ALCOHOL UNDER 21	\$ 406	\$	415	
VIOL DRIVING PRIVILEGE W/VO VALID LIC	\$ 83	\$	100	
SIGNATURE ON CITATIONS	\$ 690	\$	690	
EXPIRED OR NO LICENSE PLATES OR DECAL	\$ 153	\$	160	
TAG DISPLAY	\$ 153	\$	100	
EXPIRED TAG	\$ 153	\$	160	
UNREGISTERED AUTO	\$ 153	\$	155	
NEW RESIDENT HAS 30 DAYS TO OBTAIN TAG	\$ -	\$	155	
NONRESIDENT/VISITORS 90DAYS REGISTRATION	\$ 56	\$	75	
LICENSE: UNLAWFUL USE OF LICENSE	\$ 556	\$	560	
LICENSE: DRIVING WHILE LIC. SUSP/REVOKED (1ST OFFENSE)	\$ 1,000	\$	1,000	
LICENSE: PERMIT UNLIC. PERSON TO DRIVE	\$ 288	\$	290	
LICENSE: PERMIT UNAUTH. MINOR TO DRIVE	\$ 277	\$	280	
LICENSE: POSSESSION OF FRAUDULENT LIC.	\$ 556	\$	560	
LICENSE: DRIVING WHILE LIC. SUSP/REVOKED (2ND OFFENSE)	\$ 1,290	\$	1,300	
LICENSE: DRIVING WHILE LICENSE SUSP/REVOKED (3RD OFFENSE)	\$ 1,901	\$	1,910	
LICENSE: DRIVING WHILE LICENSE SUSP/REVOKED (4TH OFFENSE)	\$ 2,512	\$	2,520	
LICENSE: DRIVING WHILE LICENSE SUSP/REVOKED (5TH OFFENSE)	\$ 3,017	\$	3,020	
DRIVING WHILE UNLICENSED (2ND OFFENSE)	\$ 1,327	\$	1,330	

**City of Clarkston
Proposed Fee Schedule
FY 2025**

City of Clarkston	FY 2024 FEE	Proposed FY 2025 FEE	JUSTIFICATION
DRIVING WHILE UNLICENSED (3RD OFFENSE)	\$ 1,956	\$ 1,960	
DRIVING WHILE UNLICENSED (4TH OFFENSE)	\$ 2,585	\$ 2,590	
RESIDENT OVER 30 DAYS W/O GA. LICENSE	\$ 87	\$ 100	
POSSESSION OF MORE THAN 1 VALID LICENSE	\$ 54	\$ 75	
NO LICENSE ON PERSON	\$ 40	\$ 40	
LICENSE TO BE EXAMINED ON DEMAND	\$ 422	\$ 430	
RESTRICTED LICENSES	\$ 355	\$ 400	
SUSPENSION OF LICENSE/CONTROL SUBSTANCE	\$ 1,000	\$ 1,000	
NO PROOF OF INSURANCE	\$ 42	\$ 550	
NO INSURANCE (2ND OFFENSE)	\$ 663	\$ 670	
NO INSURANCE (3RD OFFENSE)	\$ 1,031	\$ 1,035	
IMPROPER LEFT OR RIGHT TURN	\$ 153	\$ 155	
IMPROPER U-TURN	\$ 153	\$ 155	
FAILURE TO SIGNAL LANE CHANGE OR TURN	\$ 153	\$ 155	
FAIL TO USE SIGNAL	\$ 153	\$ 155	
VIOLATION CENTRAL LANE FOR TURNING	\$ 153	\$ 155	
IMPROPER STOPPING	\$ 56	\$ 75	
FAIL TO STOP AT RAILROAD CROSSING	\$ 153	\$ 155	
FAILURE TO STOP AT STOP SIGN AT R-R XING	\$ 153	\$ 155	
DRIVING ON SIDEWALK	\$ 288	\$ 290	
DISREGARDING RAILROAD CROSSING BARRIER	\$ 153	\$ 155	
PASSING SCHOOL BUS - LOADING/UNLOADING	\$ 556	\$ 1,000	
TOO FAST FOR CONDITIONS	\$ 153	\$ 155	
SPEEDING	\$ -	90.00-155.	
IMPEDING THE FREE FLOW OF TRAFFIC	\$ 153	\$ 160	
RACING ON HIGHWAYS OR STREETS	\$ 685	\$ 690	
SPEEDING IN SCHOOL ZONE	\$ -	155.-623	
IMPROPER PARKING	\$ -	\$ 155	
UNATTENDED MOTOR VEHICLE	\$ 153	\$ 155	
STOPPING, STANDING OR PARKING PROHIBITED IN SPECIFIC PLACES	\$ 153	\$ 155	
OBSTRUCTING AN INTERSECTION	\$ 153	\$ 155	
PARKING IN FIRELANE	\$ 153	\$ 310	

**City of Clarkston
Proposed Fee Schedule
FY 2025**

City of Clarkston	FY 2024 FEE	Proposed FY 2025 FEE	JUSTIFICATION
DISOBEYING RED ARROW	\$ 153	\$ 155	
HANDICAPPED PARKING VIOLATION	\$ 153	\$ 250	
IMPROPER BACKING	\$ 153	\$ 155	
DISTRACTED DRIVING RESTRICTION OF WIRELESS DEVICE	\$ 50	\$ 170	
OBSTRUCTING DRIVER VIEW	\$ 153	\$ 155	
OPENING DOORS TO MOVING TRAFFIC	\$ 153	\$ 155	
LITTERING	\$ 288	\$ 290	
UNLAWFUL USE OF WIRELESS DEVICE	\$ 50	\$ 170	
DEVICE WORN THAT IMPAIRS HEARING/VISION	\$ 87	\$ 100	
LAYING DRAG OR RECKLESS CONDUCT W/AUTO	\$ 288	\$ 300	
OPEN CONTAINER VIOLATION	\$ 153	\$ 155	
UNSECURE LOAD	\$ 288	\$ 290	
DRIVING ON HIGHWAY CLOSED TO PUBLIC	\$ 153	\$ 155	
FAIL TO STOP @ ACCIDENT HIT N RUN (1ST OFFENSE)	\$ 422	\$ 500	
DUTY STRIKING UNATTENDED VEH (HIT N RUN)	\$ 690	\$ 700	
STRIKING FIXED OBJECT	\$ 422	\$ 425	
FAIL TO REPORT ACCIDENT W/INJURY,PROP	\$ 547	\$ 550	
BICYCLES TO BE RIDDEN ON RIGHT SIDE	\$ 153	\$ 155	
EQUIPMENT REQUIREMENT FOR BICYCLES	\$ 153	\$ 155	
UNSAFE OPERATION OF MOTORCYCLE	\$ 200	\$ 200	
NO HELMET (MOTORCYCLE)	\$ 153	\$ 100	
MOTORCYCLE: MUST WEAR HELMETS	\$ 153	\$ 155	
MOTORCYCLE: PASSING IN SAME LANE AS VEHICLE	\$ 153	\$ 290	
MOTORCYCLE: OPERATING BETWEEN LANES	\$ 153	\$ 155	
MOTORCYCLE: MUST HAVE EYE PROTECTION	\$ 153	\$ 155	
OPERATOR AND PASSENGER MUST WEAR SHOES	\$ 153	\$ 160	
TRAFFIC LAW APPLICABLE PERSON OPERA MOPED	\$ 153	\$ 160	
LICENSE: MOPED OPERATORS NEED LICENSE	\$ 153	\$ 155	
OPERATOR OF MOPED MUST HAVE A HELMET	\$ 153	\$ 155	
RECKLESS DRIVING	\$ 690	\$ 700	
DUI (1ST OFFENSE)	\$ 1,446	\$ 1,450	
DUI-REFUSAL	\$ 1,446	\$ 1,450	
SERIOUS INJURY BY VEHICLE	\$ 665	\$ 700	
FLEEING/ATTEMPTING TO ELUDE POLICE (1ST)	\$ 690	\$ 700	
AGGRESSIVE DRIVING	\$ 690	\$ 700	
DUI (2ND OFFENSE)	\$ 2,051	\$ 2,055	
DUI (3RD OFFENSE)	\$ 4,881	\$ 4,885	

**City of Clarkston
Proposed Fee Schedule
FY 2025**

City of Clarkston	FY 2024 FEE	Proposed FY 2025 FEE	JUSTIFICATION
DUI - UNDER AGE 21 .02% OR MORE	\$ 1,077	\$ 1,080	
DUI - ENDANGERMENT OF CHILD UNDER AGE 14	\$ 559	\$ 1,000	
DRIVING ON WRONG SIDE OF THE ROADWAY	\$ 153	\$ 155	
PASSING ON SHOULDER OF ROADWAY	\$ 153	\$ 155	
PASSING ON A HILLCREST W/OBSTRUCTED VIEW	\$ 406	\$ 410	
FAILURE TO STOP AT STOP/YIELD SIGN	\$ 153	\$ 155	
FAIL TO YIELD RIGHT OF WAY AT YIELD SIGN	\$ 153	\$ 155	
FAILURE TO YIELD RIGHT OF WAY TO EMERGENCY VEHICLE	\$ 355	\$ 400	
PEDESTRIAN OBEDIENCE TO TRAFFIC CONTROL DEVICES AND TRAFFIC REGULATIONS	\$ 153	\$ 155	
FAIL TO YIELD TO PEDESTRIAN IN CROSSWALK	\$ 153	\$ 155	
PEDESTRIAN MUST NOT DART IN TRAFFIC	\$ 153	\$ 200	
IMPROPER USE OF A PRIVATE DRIVE	\$ 153	\$ 155	
PASSING A VEHICLE YIELDING TO PEDESTRIAN	\$ 178	\$ 180	
VISIBLE EMISSIONS FROM VEHICLE	\$ 87	\$ 100	
TAG LIGHT REQUIRED	\$ 87	\$ 100	
NO HORN / IMPROPER USE OF HORN	\$ 87	\$ 100	
WINDOW TINT VIOLATION	\$ 153	\$ 160	
WIPER REQUIREMENTS	\$ 87	\$ 100	
SEAT BELT VIOLATION (ADULTS)	\$ 15	\$ 15	
CHILD OR YOUTH RESTRAINT NOT USED PROPERLY	\$ 50	\$ 50	
CHILD OR YOUTH RESTRAINT NOT USED PROPERLY (2ND OFFENSE)	\$ 100	\$ 100	
DUI - ALCOHOL LESS SAFE	\$ 1,446	\$ 1,450	
DUI - DRUGS LESS SAFE	\$ 1,069	\$ 1,070	
DUI - ALCOHOL 0.08 GM OR MORE, 21 OR OVER	\$ 1,446	\$ 1,450	
DUI - MARIJUANA OR CONTROLLED SUBSTANCE	\$ 1,446	\$ 1,450	
PASSING W/IN 100 FT. OF INTER. OR R.R. GRADE	\$ 153	\$ 155	
OPER. LIMOUSINE W/O CHAUFFEUR'S LICENSE	\$ 300	\$ 300	
SEAT BELT VIOLATION - MINOR (AGES 8 THROUGH 17)	\$ 25	\$ 25	

**City of Clarkston
Proposed Fee Schedule
FY 2025**

City of Clarkston	FY 2024 FEE	Proposed FY 2025 FEE	JUSTIFICATION	
PARKS/RECREATION DEPARTMENT				
POOL FEES				
Children 1years old and younger	Free	Free	Fees have not been adjusted in over several years.	
Children ages 2 - 17	Resident: \$2.00 Non-Residents: \$3.00	Resident: \$4.00 Non-Residents: \$5.00		
Adults Ages 18 - 59	Resident: \$3.00 Non-Residents: \$5.00	Resident: \$5.00 Non-Residents: \$7.00		
Ages 60 and Over	Free	Free		
Pool Rentals (Two Hour)	Residents: \$250 Non-Residents: \$250	Residents: \$250 Non-Residents: \$275		
Milam Park Season Swim Pass				
Individual (ages 2 - 13)	Resident: \$30 Non-Resident: \$60	Resident: \$30 Non-Resident: \$60		
Individual (\$14 - 59)	Resident : \$45 Non-Resident: \$90	Resident \$45 Non-Resident \$90		
Household (5 Family members or less)	Resident: \$125 Non-Resident: \$ 250	Resident: \$125 Non-Resident: \$ 250		
Household (5 Family members or more)	Resident: \$125 Non-Resident: \$ 250	Resident: \$125 Non-Resident: \$ 250		
	\$10 per Add'l Member \$20 per Add'l Member	\$10 per Add'l Member \$20 per Add'l Member		
PAVILION RENTAL FEES				
Pavilion 1 (6 Tables/Restrooms) 60 Persons	Residents: Rental Fee:\$125 Deposit \$50 Non-Residents: Rental Fee: \$175 Deposit: \$75	Residents: Rental Fee \$175 Deposit \$50 Non-Residents: Rental Fee: \$200 Deposit: \$75	Fees have not been adjusted in over 10 years.	
Pavilion 2 (10 Tables) 100 Persons	Residents: Rental Fee: \$150 Deposit \$50 Non-Residents: Rental Fee: \$225 Deposit: \$75	Residents: Rental Fee \$175 Deposit \$50 Non-Residents: Rental Fee: \$250 Deposit: \$75		
Pavilion 3 (2 Tables) 20 Persons	Residents: Rental Fee: \$50 Deposit \$50 Non-Residents: Rental Fee: \$75 Deposit: \$75	Residents: Rental Fee: \$75 Deposit \$50 Non-Residents: Rental Fee: \$100 Deposit: \$75		
Pavilion 4 (6 Tables) 60 Persons	Residents: Rental Fee: \$100 Deposit \$50 Non-Residents: Rental Fee: \$150 Deposit: \$75	Residents: Rental Fee: \$125 Deposit \$50 Non-Residents: Rental Fee: \$175 Deposit: \$75		
Pavilion 5 (2 Tables) 20 Persons	Residents: Rental Fee: \$50 Deposit \$50 Non-Residents: Rental Fee: \$75 Deposit: \$75	Residents: Rental Fee: \$75 Deposit \$50 Non-Residents: Rental Fee: \$100 Deposit: \$75		
Pavilion 6 (4 Tables) 40 Persons	Residents: Rental Fee: \$75 Deposit \$50 Non-Residents: Rental Fee: \$125 Deposit: \$75	Residents: Rental Fee: \$100 Deposit \$50 Non-Residents: Rental Fee: \$150 Deposit: \$75		
WOMAN'S CLUB FEES				
Woman's Club Flat Rate Fee (3) Hours	\$ 200	\$ 260		Increased operating cost. New On-line system.
Non-Profit Organization Discount Flat Rate Fee (3) Hours	\$ -	\$ 100		Increased operating cost. New On-line system.
Woman's Club Deposit	\$ 150	\$ 195		Increase deposit to cover damage and/or clean up cost.
Woman's Club Each Additional Hour	\$ 35	\$ 45		
SPORT PROGRAMS (REGISTRATION FEE)				
Soccer	N/A	Residents: \$50 Non-Residents: \$60	New Programs	
Baseball (T-Ball)	N/A	Residents \$50 Non-Residents: \$60		
Youth Basketball	N/A	Residents:\$ 65 Non-Residents: \$75		
Youth Basketball - Cheerleading	N/A	Residents: \$75 Non-Residents: \$85		
Flag Football	N/A	Residents: \$50 Non-Residents: \$60		

**City of Clarkston
Proposed Fee Schedule
FY 2025**

City of Clarkston	FY 2024 FEE	Proposed FY 2025 FEE	JUSTIFICATION
PLANNING AND DEVELOPMENT DEPARTMENT			
BUILDING PERMIT FEES			
Calculating Building Valuation: <i>(New Construction - Valuations for uses listed in the ICC Building Valuation Data Construction Cost Table (Use latest published edition).</i>	(New Construction - Valuations for uses listed in the ICC Building Valuation Data Construction Cost Table (Use latest published edition).	(New Construction - Valuations for uses listed in the ICC Building Valuation Data Construction Cost Table (Use latest published edition).	
Interior Construction:	Building Valuation Data Construction Cost Table (Use latest	Building Valuation Data Construction Cost Table (Use latest	
PLAN REVIEW FEES <i>(Plan review fees are non-refundable and due at the time of application.)</i>			
Single-Family Residential	< 1 acre \$250 1<2 acres \$350 2<4 acres \$450 4 or > acres \$600	< 1 acre \$250 1<2 acres \$350 2<4 acres \$450 4 or > acres \$600 PLUS 25% of Permit Fee (\$100 Minimum)	
Commercial	< 1 acre \$650, 1 or > is \$650 + \$50 per additional 0.5 acre .	< 1 acre \$650, 1 or > is \$650 + \$50 per additional 0.5 acre PLUS 25% of Permit Fee .	Fees are being adjusted to be consist with the industry
PUD/Residential Multifamily	< 5 acres, \$450 + \$10 per unit; 5 and > acres, \$450 + 5 per unit	< 5 acres, \$450 + \$10 per unit; 5 and > acres, \$450 + 5 per unit PLUS 25% of Permit Fee.	
All other uses	\$ -	Additional 50% of permit fee (\$200 minimum)	
Each additional review (all types)	\$ 200	\$ 200	
Pool review	\$ 25	\$ 25	
PERMIT FEES (Minimum Permit Fee is \$150)			
Residential	\$100 minimum (Additional 25% of permit) whichever is greater	\$ -	We reference and charged an additional 25% for plan reviews. Reference Valuation Fees.
Commercial	\$200 minimum (Additional 25% of permit) whichever is greater	\$ -	
TOTAL VALUATION FEE			
\$1 to \$25,000 All project valuations	\$14 for each \$1,000, or fraction thereof to and including \$25,000	\$14 for each \$1,000, or fraction thereof to and including \$25,000	
\$25,001 to \$50,000	\$350 for the first \$25,000 plus \$10 for each additional \$1,000 or fraction thereof to and including \$50,000	\$350 for the first \$25,000 plus \$10 for each additional \$1,000 or fraction thereof to and including \$50,000	
\$50,001 to \$100,000	\$600 for the first \$50,000 plus \$7.00 for each additional \$1,000 or fraction thereof to and including \$100,000	\$600 for the first \$50,000 plus \$7.00 for each additional \$1,000 or fraction thereof to and including \$100,000	
\$100,000 to \$500,000	\$950.00 for the first \$100,000 plus \$6.00 for each additional \$1,000, or fraction thereof to and including \$500,000	\$950.00 for the first \$100,000 plus \$6.00 for each additional \$1,000, or fraction thereof to and including \$500,000	
\$500,000 to \$1,000,000	\$3,350 for the first \$500,000 plus \$5.00 for each additional \$1,000, or fraction thereof to and including \$1,000,000	\$3,350 for the first \$500,000 plus \$5.00 for each additional \$1,000, or fraction thereof to and including \$1,000,000	

**City of Clarkston
Proposed Fee Schedule
FY 2025**

City of Clarkston	FY 2024 FEE	Proposed FY 2025 FEE	JUSTIFICATION
\$1,000,000 and up	\$5,850 for the first \$1,000,000 plus \$3.00 for each additional \$1,000 or fraction thereof	\$5,850 for the first \$1,000,000 plus \$3.00 for each additional \$1,000 or fraction thereof	
CERTIFICATE OF OCCUPANCY OR COMPLETION (C/O OR C/C)			
New commercial building	\$ 100	\$ 100	
New single family detached, condo, townhome	\$ 50	\$ 50	
Renovation of interior commercial space or residential addition or accessory structure	\$ -	\$ 25	
Certificate of Appropriateness	\$ 100	\$ 100	
TRADE PERMITS (Mechanical, Electrical, Plumbing)			
Flat fee	\$ 75	\$ 80	
Temporary Power Letter	\$ 50	\$ 50	
SIGNS			
Wall mounted	10% of the total value of the sign with the maximum fee set at \$500.00	Minimum \$200 with the maximum fee of \$500, based on the size of building or Master Sign Plan (MSP)	Fees are being adjusted to be consist with the industry
Free standing	10% of the total value of the sign with the maximum fee set at \$500.00	Minimum fee of \$500.00 or 10% of the total value of sign, whichever is greater or MSP	
Temporary Signs	\$75 up to six weeks	Minimum fee of \$500.00 or 10% of the total value of sign, whichever is greater on MSP	
Replacement face	Minimum \$200 with the maximum fee of \$500, based on the size of building of Master Sign Plan (MSP)	Minimum \$100 with the maximum fee of \$250, based on the size of building or Master Sign Plan (MSP)	
STAND-ALONE DEMOLITION (Not Part of Building Permit)			
Interior (building or tenant space)	\$ 100	\$ 100	
Single family residential house	\$ 150	\$ 150	
Commercial building	\$ 200	\$ 200	
PERMIT EXTENSIONS			
First Extension (per 3 months)	\$ 50	\$ 50	
Subsequent Extension (Per 3 months)	\$ 100	\$ 100	
RE-INSPECTION FEE			
First 2 failed Inspections	\$ -	\$50 each	Fees are being adjusted to be consist with the industry
3 or more inspections	\$ -	\$100 each	
TRANSFER OF PERMIT/CHANGE OF CONTRACTOR			
	\$200	\$200	
TELECOMMUNICATIONS TOWER/SMALL CELL TECHNOLOGY			
Upgrades	\$ -	\$250	

**City of Clarkston
Proposed Fee Schedule
FY 2025**

City of Clarkston	FY 2024 FEE	Proposed FY 2025 FEE	JUSTIFICATION
FENCE PERMIT			
Residential	\$ -	\$ 50	
Commercial	\$ -	\$ 75	
TENT PERMIT	\$ -	\$ 50	
STRUCTURE MOVE	\$ -	\$ 200	
SIDING REPLACEMENT	\$ -	\$ 100	
ROOF			
Residential	\$ 100	\$ 100	
Commercial	\$ 200	\$ 250	
INSPECTIONS OUTSIDE OF NORMAL BUSINESS HOURS (Minimum 2 Hours)			
Rate per hour (minimum of 2 hours)	\$ 75 (\$150 Minimum)	\$ 75 (\$150 Minimum)	
REPLACEMENT OF PERMITS, CO'S, ETC.	\$ 25	\$ 25	
Copy of Zoning Map/FLUM	\$.025 for letter size/.050 for legal size/ \$5 for 11X17/ \$25 for > sizes	\$.025 for letter size/.050 for legal size/ \$5 for 11X17/ \$25 for > sizes	
Copy of Zoning Ordinance	\$.025 for letter size/.050 for legal size/ \$5 for 11X17	\$.025 for letter size/.050 for legal size/ \$5 for 11X17	
Minor Plan Revision Reviews - Review on changes to plans after approval			
Rate per hour (minimum of 2 hours)	\$ -	\$ 100	
FEE FOR WORK DONE WITHIOUT A PERMIT	200% of the original permit fee	200% of the original permit fee	
TEMPORARY CONSTRUCTION TRAILER (Not Including Electric)	\$ 100	\$ 100	
PRELIMINARY/CODE COMPLIANANCE/SAFETY INSPECTIONS	\$ 100	\$ 100	
TREE REMOVAL PERMIT			
Type 1 Tree Removal Permit (< 12 dia)	\$ 75	\$ 75	
Type 2 Tree Removal Permit (> 12 dia <36)	\$ 50	\$ 50	
Type 3 Tree Removal Permit (36 dia or > and (Specimen)	\$ 150	\$ 150	
TREE RECOMPENSE			
Tree Recompense Fee (per DBH inch to be replaced)	\$ 250	\$ 250	
Specimen Tree Recompense Fee (per DBH inch to be replaced)	\$ -	\$ 600	
LANDSCAPE PLAN REVIEW			
(All types)	< 2 acres \$100 >2 acres \$200	\$ 300	
TEMPORARY OUTDOOR SALES PERMIT	\$ 5	\$ 100	
CONSTRUCTION PERMIT - INSPECTIONS			
50%-80%-100% Any Construction without deficiencies	\$ 78	\$ 80	

**City of Clarkston
Proposed Fee Schedule
FY 2025**

City of Clarkston	FY 2024 FEE	Proposed FY 2025 FEE	JUSTIFICATION
1st Re-inspection (Min of 2 hrs)	\$ 150	\$ 150	
2nd and each additional inspections	\$ 200	\$ 200	
PLANNING AND ZONING FEES			
ZONING VERIFICATION LETTER FEES			
Single Family Residential Zoning Verification Letter	\$ 40	\$ 50	
All Other Uses for Zoning Verification Letter	\$ -	\$ 100	
PLAT FEES			
Single Family Detached Residential { 1 lot)	\$ 0	\$ 500	
Subdivision - Original	\$ 300	\$ 1,300	
All Others	\$ 250	\$ 500	
DEVELOPMENT PLAN REVIEW			
LAND DISTURBANCE PLAN (LDP) REVIEW			
Single Family Detached Residential (1 Lot) - Land Disturbance Only (no building)	1 acre \$300 1< 2 acres \$400 2 <4 acres \$500 4 or > \$600	\$ 250	
All Other Uses			
Minor Land Disturbing Activity	\$75 (\$500.00 on 4th Submittal)	\$75 (\$500.00 on 4th Submittal)	
with < 50,000 SF of Building	\$500 (\$1,500.00 on 4th Submittal)	\$2,500 (\$1,500.00 on 4th Submittal)	
with 50,000 SF of Building	\$500 (\$2,500.00 on 4th Submittal)	\$3,500 (\$2,500.00 on 4th Submittal)	
DEMOLITION & SITE CLEANING ONLY (EXCLUDES BUILDING)			
< 5 acres of Land Disturbance	\$75 (\$500.00 on 4th Submittal)	\$775 (\$500.00 on 4th Submittal)	
5 acres of Land Disturbance	\$500 (\$775 on 4th Submittal)	\$1500 (\$775 on 4th Submittal)	
CITY E&SC PERMIT FEE	\$40/acre	\$40/acre	
GA EPD E&SC PERMIT FEE	\$40/acre	\$40/acre	
Paving Development / Resurfacing	1 acre \$500 per additional half acre or fraction thereof		
Bonds			
E&SC Maintenance	Cash bond up to \$3,000 per acre or fraction thereof	Cash bond up to \$3,000 per acre or fraction thereof	
Performance	Not less than 110% of the estimated construction cost of improvements	Not less than 110% of the estimated construction cost of improvements	
STRUCTURAL SITE PLAN REVIEW			
Stand-Alone Detention Pond Walls/Vaults		\$350 (\$250.00 on 4th Submittal)	
Stand-Alone Retaining Walls		\$350 (\$250.00 on 4th Submittal)	
REVISION TO AN APPROVED LDP	Fee provided by Consultant	50% of Original Fee (25% of Original Fee) on 4th Submittal	
Zoning Reviews			

**City of Clarkston
Proposed Fee Schedule
FY 2025**

City of Clarkston	FY 2024 FEE	Proposed FY 2025 FEE	JUSTIFICATION
<i>Administrative Variance</i>			
Single Family Detached Residential Application (1 Lot)	\$ 150	\$ 250	
Each Additional Administrative Variance Submitted Under One Application	\$ -	\$ 25	
All Other Uses	\$ -	\$ 500	
Each Additional Administrative Variance Submitted Under One Application	\$ -	\$ 50	
<i>Variance - Other than Administrative Zoning Reviews</i>			
Single Family Detached Residential Application (1 Lot)	\$ 500	\$ 500	
Each Additional Variance Submitted Under One Application	\$ -	\$ 25	
All Other Uses	\$ -	\$ 1,300	
Each Additional Variance Submitted Under One Application	\$ 500	\$ 500	
Conditional Land Use Permit	\$ 500	\$ 500	
PLANNED UNIT DEVELOPMENT			
Initial Review - Residential	< 5 acres \$450 + \$10 per unit 5 or > acres \$450 + 5 per unit	< 5 acres \$450 + \$10 per unit 5 or > acres \$450 + 5 per unit	
All Other Uses	1 acre \$650.00 > or = 1 acre \$650 + \$50 per additional .05 acre	1 acre \$650.00 > or = 1 acre \$650 + \$50 per additional .05 acre	
Each Additional Review (all types)	\$ 200	\$ 200	
DEVELOPMENT OF COMMUNITY IMPACT			
Concurrent with Rezoning or Future Development Map	\$ 500	\$ 500	
Not Concurrent with Rezoning or Future Development Map Application	\$ 500	\$ 1,600	
Each Concurrent Variance	\$ 100	\$ 100	
Minor Modification	\$ 500	\$ 775	
Major Modification	\$ 500	original fee	
REZONING (ZONING MAP AMENDMENT)			
All uses	< 10 Acres \$750.00 10 or > Acres \$1,250.00	\$2,000	
Each Concurrent Variance Request	\$-	\$100	
Minor Modification	\$500	\$775	
Major Modification	\$ 500	original fee	
STREET NAME CHANGE			
All Applications	\$ 500	\$ 500	
ADVERTISING SIGN FEE (Per Sign)			
All Zoning Applications that Require Public Hearing Signage	\$ -	\$ 125	
Additional fee due for each concurrent application	\$ -	\$ 50	

City of Clarkston
Proposed Fee Schedule
FY 2025

City of Clarkston	FY 2024 FEE	Proposed FY 2025 FEE	JUSTIFICATION
FILM PERMIT FEES			
Application Fee (non-refundable)	\$ 500	\$ 500	
Cancellation	\$ 250	\$ 250	
Parking (per day and per location: For parking services only for base camp, crew, or trucks)	\$ 150	\$ 150	
Film Permit (per day)	\$ 250	\$ 250	
Clarkston Police (per officer and per hour)	\$ 75	\$ 75	
Street Closure (per day)	\$ 1,000	\$ 1,000	
City Park Rental (per day and per location)	\$ 500	\$ 500	
Fire Marshal Fee (per location and per basecamp)	\$ 100	\$ 100	
Community Building - (per day)	\$ 500	\$ 500	
Rush Fee (application submitted in full of less than 5 business days notice)	\$ 300	\$ 300	
Fee for filming done without a permit	200% of the original permit fee	200% of the original permit fee	
Special Event Permit			
Food Truck/Parade/Run/ etc.	\$ 150	\$ 200	
POLICE DEPARTMENT			
PUBLIC SERVICE FEES			
Incident/Accident Reports	\$ 5	\$ 5	
Record Restrictions	\$ 25	\$ 25	
Background Checks	\$ 15	\$ 20	
Alcohol Permit	\$ 65	\$ 75	
Adult Entertainer	\$ 315	\$ 320	
Fingerprint	\$ -	\$ 20	
PUBLIC WORKS			
Equipment Rental Fees			
Tents	\$ 30	\$ 30	
Tables	\$ 10	\$ 10	
Chairs	\$ 5	\$ 5	
Barricades	\$ 20	\$ 20	
Traffic Barrels Each	\$ 10	\$ 10	
Traffic Cones Each	\$ 5	\$ 5	
Special Bulk Item Fees			
Refrigerators	\$ 75	\$ 75	
Stoves	\$ 55	\$ 75	
Water Heaters	\$ 50	\$ 55	
Dishwashers	\$ 55	\$ 50	
Washing Machines	\$ 55	\$ 55	
Dryers	\$ 55	\$ 55	

**City of Clarkston
Proposed Fee Schedule
FY 2025**

City of Clarkston	FY 2024 FEE	Proposed FY 2025 FEE	JUSTIFICATION
Furniture (Cost per Item)		\$ 55	55
Sofa/Sofa Bed	\$ 55	\$ 55	
Bed Frames	\$ 40	\$ 40	
Chairs (Kitchen,Desk,Office)	\$ 25	\$ 25	
Couch, Dresser, Chests, Etc.	\$ 50	\$ 50	
Tables (Kitchen, Coffee, End)	\$ 45	\$ 45	
Mattress/Box Spring - Twin)	\$ 60	\$ 60	
Mattress/Box Spring - Full/Twin)	\$ 75	\$ 75	
Mattress/Box Spring - King	\$ 100	\$ 100	
Miscellaneous Boxes or items	\$ 20	\$ 20	
Large Volume Pick-up	Fee is based upon the volume. City must come out to assess.	Fee is based upon the volume. City must come out to assess.	
Bagged Yard Disposal	\$1.00 per Bag after the 1st five (5) Bags	\$1.00 per Bag after the 1st five (5) Bags	



CITY OF CLARKSTON

ITEM NO: 7A

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE: Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Approval

MEETING DATE: NOVEMBER 7, 2024

SUBJECT: To consider approval of vendor Southern Demolition LLC for the demolition of the two-story house at Forty Oaks Nature Preserve.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: [] YES [x] NO

ATTACHMENT: [x] YES [] NO
Pages:

INFORMATION CONTACT: Willis Moody
Purchasing Consultant
PHONE NUMBER: 470-952-1824

PURPOSE: After council and resident discussion during the July 30, 2024, Workshop Session and August 8, 2024, Regular Session. The voted direction of Mayor and Council during the August 8, 2024, Regular Session for this item was to table until the September 24, 2024, Work Session meeting, to be voted on during the October 1, 2024, Regular Session meeting.

During the October 1, 2024, Regular Session meeting this item was tabled until the October 29, 2024, Work Session meeting to this provides proponents additional time for to keep the structure time to develop a plan on ways to keep and maintain the structure. If no plan was developed or (outside) funding located, a vote would be taken.

This is the final meeting this item can be tabled, because all bid proposals must be accepted or within 120 days from the date of the bid opening of July 9, 2024, even though Southern Demolition LLC will hold this cost until November 12, 2024.

NEED/ IMPACT: Demolishing the unoccupied (house) structure would be impactful for the safety of the community by keeping squatters from occupying the property.

RECOMMENDATION: Staff recommends vendor Southern Demolition LLC for approval as the most responsive and responsible Offeror. The award amount of \$39,750.00 for this project should be paid from the SPLOST II Fund.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AWARDING A CONTRACT TO SOUTHERN DEMOLITION, LLC FOR THE DEMOLITION OF THE TWO-STORY HOUSE AT FORTY OAKS NATURE PRESERVE.

* * * * *

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

Section 1. That the City Council award a contract to Southern Demolition, LLC for the demolition of the two-story house at Forty Oaks Nature Preserve in the amount of \$39,750, to be funded out of the SPLOST II Fund. A copy of said contract is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2024.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

**STATE OF GEORGIA
COUNTY OF DEKALB**

CONSTRUCTION CONTRACT for DEMOLITION SERVICE(s)

This Construction Contract (“Agreement”) made and entered into this ____ day of _____, 20____, for the **HOUSE DEMOLITION** (“Project”) between the **CITY OF CLARKSTON** (“City”), and **SOUTHERN DEOMLITION, LLC**, (“Contractor”).

WITNESSETH:

WHEREAS, the City issued bid solicitation ITB – HOUSE DEMOLITION – 070924 (“ITB”) seeking proposals from qualified contractors to conduct the demolition of a certain residential dwelling located at Forty Oaks Nature Preserve at 3790 Market Street | Clarkston, GA | 30021 (“Property”);

WHEREAS, the Contractor is engaged in the business of providing the necessary materials and labor complete the Work and submitted a proposal responsive the ITB;

WHEREAS, the Mayor and City Council awarded the bid to the Contractor on _____, 20____; and

WHEREAS, the City desires to engage Contractor, and Contractor agrees to render certain technical advice and services to the City pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **SERVICES:** Contractor agrees to perform the Work required, implied, or reasonably inferable from this Agreement. The term “Work” shall mean the services required in Exhibit A, which is attached hereto and incorporated herein, including, but not limited to furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Agreement. If any services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. This Agreement hereby incorporates the ITB and Contractor’s response thereto. In the event of any conflict between the terms of Exhibit A, the ITB, or Contractor’s Response to the ITB and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION:** In consideration for the Work, City shall pay to Contractor a fee not to exceed the cost described in Contractor’s bid proposal, which is attached hereto as Exhibit B and incorporated by reference herein, within thirty (30) days the issuance of a

Certificate of Substantial Completion. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

3. **TERM:** Unless otherwise terminated pursuant to the provisions herein, this Agreement shall commence on the date all parties have executed this Agreement (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City at the close of the calendar year in which it was executed.

4. **TIME FOR COMPLETION OF THE WORK:** Contractor hereby agrees to commence the Work on a date to be specified in the Notice to Proceed. The total time for the Contractor to substantially complete this project shall not exceed forty-five (45) calendar days from the date in the Notice of Proceed (NTP). Normal workdays shall be between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, 8:00 a.m. and 5:00 p.m. on Saturdays, not Sundays, or major holidays. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. When the Contractor believes that the Work is substantially complete, the Contractor shall notify the City that the Work is ready for final inspection. The City shall perform a final inspection and provide the Contractor either (1) a list of items to be completed or corrected by the Contractor, or (2) a Certificate of Substantial Completion. The Work shall be considered substantially complete when all services required by this Agreement have been completed, inspected, and accepted by the City.

5. **RELATIONSHIP OF THE PARTIES**

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Work under this Agreement.

b. Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers’ compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to the Contractor under this

Agreement. The Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Work for the City.

6. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its Work and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid proposal documents and conform to all specifications; (iii) performed by personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

7. **TERMINATION FOR DEFAULT:**

- a. The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- b. In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- c. Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs

for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

- d. If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
- e. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8. TERMINATION FOR CONVENIENCE: The City may at any time by written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

9. DISPUTES: Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

10. INDEMNIFICATION: To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the "City Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney's fees and costs), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with this Agreement. Contractor expressly understands and agrees

that any bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City Indemnitees as provided herein. To the fullest extent per law, Contractor, its sureties, and its insurers waive any right of subrogation against the City Indemnitees. These obligations shall survive termination.

11. RISK MANAGEMENT REQUIREMENTS: The Contractor shall abide by the City's applicable Risk Management Requirements (Exhibit C) and hereby incorporated into this Agreement.

12. STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS

- a. Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
- b. Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Work required by this Agreement.
- c. Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Work to be provided by Contractor hereunder or which in any manner affect this Agreement.

13. PERMITS: Contractor shall obtain and pay for all permits, inspections, taxes, fees, and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law, ordinance, or regulation pertaining to the Work. The Contractor shall secure a demolition permit from the City's Community Development Department. The Contractor shall be charged for a permit and must comply with all other permit requirements including but not limited to submission of a site map, three sets of a site plan, vermin abatement certification, Residential Erosion Control/Tree Plan Protection Agreement, Hours of Construction Agreement and a current business license.

14. SUPERVISION OF WORK: Contractor shall be solely responsible for and shall supervise and direct all Work under this Agreement. Contractor shall provide competent and suitable personnel to perform the Work and shall at all times maintain good discipline and order at the Property. Contractor will at all times take all reasonable precautions for the safety of its employees and the public at the Property. Contractor agrees to assume full responsibility for the acts, negligence, and/or omissions of its employees and any

subcontractors and their employees.

- 15. HAZARDOUS WASTE:** If a hazardous substance or waste is suspected or encountered, Contractor will stop its own work in the affected portions of the Property to permit evaluation and testing and notify the City. The City recognizes that the Contractor assumes no risk or liability for hazardous waste on the Property originated by other than the Contractor unless contamination from such waste results from the negligence or breach of this Agreement by the Contractor. Notwithstanding anything to the contrary herein, the City is not responsible for hazardous substances, materials, or conditions introduced to the site by the Contractor, its employees, agents, subcontractors, or anyone for whose acts it may be liable. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and the City's elected officials, officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses (including attorneys' fees and expenses and any penalties or fees charged by any governmental entity, including but not limited to clean-up fees) arising out of or resulting from those hazardous substances, materials, or conditions introduced to the site by the Contractor, its employees, agents, subcontractors, or anyone for whose acts it may be liable.
- 16. INSPECTION AND RIGHT TO STOP WORK:** The City shall have the right to inspect the Work at any time and request that Contractor promptly correct any Work that is defective or does not conform to the Contract Documents. If required, the Work shall be inspected and certified by the appropriate state or local agency or health officer at each necessary stage. If Contractor fails to correct any defective Work or repeatedly fails to perform the Work in accordance with the Contract Documents, the City shall have the right to order Contractor to stop performing the Work, or any portion thereof, until the cause for such order is eliminated.
- 17. CHANGE ORDERS:** The City reserves the right to order changes to the Work in the nature of additions, deletions or modifications, without invalidating this Agreement, and agrees to make corresponding adjustments in the contract price and time of termination if applicable. All changes will be authorized in a written "Change Order" signed by the City and Contractor, which shall be incorporated by reference herein.
- 18. OTHER CONTRACTORS:** The City reserves the right to enter into other contracts in connection with the Work. The Contractor shall cooperate with all other contractors so that their work shall not be impeded and shall give them access to the Property as necessary to perform their contracts.
- 19. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify

the immigration status of newly hired employees (“E-Verify”). The Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on Exhibit D, attached hereto and incorporated herein.

20. THE CITY’S ASSISTANCE AND COOPERATION: During the Contractor’s performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor’s obligations under this Agreement.

21. WORK ON THE CITY’S DESIGNATED PREMISES: In the event that the Contractor, the Contractor’s employees or agents or the Contractor’s subcontractors enter the City’s designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

22. CONFLICTS OF INTEREST: Contractor warrants and represents that:

- a. The Work to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing.
- b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of the Work hereunder.

23. CONFIDENTIAL INFORMATION: Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to

any confidential information of the other party to third parties. These obligations shall survive termination.

24. ASSIGNMENT AND SUBCONTRACTING: The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all the Contractor's obligations under the warranty provisions of this Agreement.

25. ATTORNEYS' FEES: Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

26. GOVERNING LAW AND CONSENT TO JURISDICTION: This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

27. NOTICES: All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hard, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

City Manager
City of Clarkson
1055 Rowland Street
Clarkston, Georgia 30021

With copies to:

City Attorney
Wilson, Morton & Downs
125 Clairemont Ave, Ste 420
Decatur, GA 30030

If to the Contractor:

Southern Demolition LLC
2035 Bolton Rd NW
Atlanta, GA 30318

28. **NON-WAIVER:** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
29. **SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
30. **INTERPRETATION:** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
31. **AMENDMENTS:** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
32. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.
33. **ENTIRE AGREEMENT:** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.
34. **CAPTIONS:** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.
35. **CALCULATION OF TIME PERIODS:** Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

IN WITNESS WHEREOF, said parties have hereunto set their seals and caused this Agreement to be executed and delivered by their duly authorized representatives the day and year written below.

Executed on behalf of:

CITY OF CLARKSTON, GEORGIA

BY: _____

TITLE: Beverly H. Burks, Mayor

ATTEST (sign here): _____

Name (print): DATE: _____

Approved as to form: _____

Stephen Quinn

Stephen G. Quinn

City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

Executed on behalf of:

SOUTHERN DEOMLITION, LLC

BY (sign here): _____

Name (print): _____

Title: _____

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____

Title: _____

DATE: _____

EXHIBIT A

SCOPE of WORK

Interested parties should submit a quote to a two-story structure, built around 1920 and has been unoccupied since May 2018 demolition located within the Forty Oaks Nature Preserve at 3790 Market Street | Clarkston, GA | 30021. The structure shall be demolished in accordance with the Southern Building Code Appendix D, pages 717-718, and these specifications.

Coordination of work between the Contractor and City is essential to the successful completion of this project. The Contractor is to complete all work assigned within 45 days. The Contractor and City shall coordinate a schedule and daily work plans after receipt of a Notice to Proceed (NTP).

The structure's exterior dimensions are as follows:

- A. Total structure square footage unknown
- B. Building Footprint: 48 ft. x 34 ft.
- C. Front Porch: 10 ft. x 44 ft.-6 inches
- D. Side Porch: 4 ft-7 inches x 6 ft.-10 inches
- E. Crawlspace with stone/ CMU or brick wall foundation on-grade; no footings

The Contractor shall execute the work according to and meet the requirements of the following:

- A. The ITB documents include but are not limited to the scope of work, special provisions, and specifications.
- B. All city, county, state and federal rules, regulations, and ordinances.
- C. All necessary licenses and permits.
- D. OSHA standards and guidelines.
- E. Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

CERTIFICATION OF BIDDER'S EXPERIENCE and QUALIFICATIONS

- A. The Offeror certifies that they are, at the time of bidding and shall be, throughout the period of the contract, licensed by the State of Georgia to do the type of work required under terms of the contract documents.
- B. The Offeror further certifies that they are skilled and regularly engaged in the general class and type of work called for in the contract documents.
- C. The Offeror represents that they are competent, knowledgeable and have special skills in the nature, extent, and inherent conditions of the work to be performed.
- D. The Offeror further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property.
- E. The Offeror expressly acknowledges that they have the skill and experience to foresee and to adopt protective measures to perform the construction work adequately and safely with respect to such hazards.

PROSECUTION & PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this quote shall be substantially completed within 45 days from issuance of Notice to Proceed. The Contractor will be considered substantially complete when all work required by this contract has been completed and accepted by the City.

Normal workdays shall be between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, 8:00 a.m. and 5:00 p.m. on Saturdays, not Sundays, or major holidays. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on Sundays or national holidays.

The work will require the Offeror to provide all labor, administrative forces, equipment, materials, and other incidental items to complete all required work. The City shall perform a final inspection upon substantial completion of the work. The Contractor will be allowed to participate in the Final Inspection.

PERMITS, LICENSES & INSURANCE REQUIREMENTS

The Contractor shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The contract awardee will need to file with the City of Clarkston projects.

Minimum Coverages, Limits and Endorsements (other coverage may be required for demolition services). The City must be a plan holder and policy dates will cover the term of the contract.

Contractor to provide "License to Conduct Regulated Asbestos Activities in Georgia Lead-Based paint and Asbestos Program Certification, Accreditation, & Licensing Unit".

Contractor must satisfy the requirements of the Georgia Asbestos Safety Act, O.C.G.A 12-12-1, et seq. and the Rules for Asbestos Removal and Encapsulation, Chapter 391-3-14 – provide license.

UTILITIES

The disconnection of all permanent utilities is the responsibility of the Contractor. This Contractor is responsible for contacting the utility department to coordinate all disconnection work as it relates to water, gas, electrical and sewer disconnects.

Sewer taps shall be located and capped prior to the structure demolition and the sewer service shall be removed to the property line.

PROTECTION & RESTORATION of PROPERTY and LANDSCAPE

- A. The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the road or street.

- B. The Contractor shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.
- C. The Contractor shall keep the surface of the sidewalks and street affected by work in a clean, neat, and safe condition.
- D. The Contractor shall cut unground water line(s) at fence and will not pull line(s) above ground.
- E. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas prior to City acceptance of work and payment.

PROVIDED REPORTS

The City of Clarkston will provide the following reports:

- A. Asbestos & Lead Based Paint Conformance Letter 2024 (United Consulting)
 - 1. Asbestos Survey Report 2021 (United Consulting)
 - 2. Lead Based Paint Assessment 2021 (United Consulting)
- B. Topographic & Tree survey
- C. Underground-penetration radar survey report (United Consulting)

DEMOLITION of STRUCTURES & REMOVAL

The Offer shall include in the removal cost, the removal of additional will include:

- A. All/any floors, and foundation footings.
- B. All/any patio, porch slabs, concrete walkways.
- C. All/any steps will be included in the removal costs of demolition.
- D. No underground tanks and other structures were identified. The Contractor will be required to selectively excavate areas as directed by the city engineer to provide ground proofing to verify if tanks exist. The volume of excavation anticipated is 90 CY. Import clean fill soil to backfill areas if tank(s) are removed. The backfill volume anticipated will be 30 CY.

GENERAL SPECIFICATIONS

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site and shall comply with all OSHA and EPA regulations as they pertain to this project.

The Contractor shall provide dust control during demolition of the structure to ensure toxic and/or nuisance dust particles do not permeate the air in and around the work site.

REQUIRED SITE WORK

- A. The Contractor shall make sure restoration and clean-up work is performed daily.
- B. No materials shall be salvaged, stored, or accumulated in any area.
- C. All loads shall be covered and secured prior to and during transport.
- D. The Contractor will perform final grading and leveling on the site to maintain a positive drainage slope, which shall include clean fill soil.

INDEMNIFICATION AGREEMENT

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, save harmless, the City of Clarkston and all of its entities, and all respective officers, employees, directors and agents of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this contract, due to any act or omission on the part of the contractor, its agents, employees or others working at the direction of contractor or on its behalf, or due to any breach of this contract by the contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the contractor.

This indemnification applies whether: (a) the activities involve third parties or employees or agents of the contractor or of the City entity; (b) the City is partially responsible for the situation giving rise to the claim; provided, however, this indemnification does not apply to the extent of the sole negligence of the City of Clarkston and its officers or employees. This indemnification extends to the successors and assigns of the contractor, and this indemnification survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the contractor. To the full extent permitted by the Constitution and the laws of the State of Georgia, the contractor and its insurers waive any right of subrogation against the City of Clarkston, its officers, employees and agents, the Fund and insurers participating there-under, to the full extent of this indemnification.

ADDITIONAL INFORMATION

- A. Liquidated damages of five hundred dollars (\$500.00) per day.
- B. Include optional cost line item, if additional testing is needed.
- C. "Trucks Entering & Exiting Ahead" signage shall be placed on both approaches to the Forty Oaks Nature Preserve entrance during work hours. Signs to be removed at the completion of each workday.
- D. The Contractor shall be responsible for the removal and proper disposal of all materials and shall provide the City of Clarkston with landfill tipping receipts prior to release of retainage. Debris to be delivered to EPD licensed landfill and relieves the City of Clarkston of all liability in the disposal of debris – include form. The contractor is responsible for all/any fees and permits, if applicable.

EXHIBIT B
CONTRACTOR'S COST PROPOSAL
(ATTACHED)

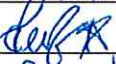
Form of Proposal
(POINT of CLARIFICATION)

To: City of Clarkston
Clarkston, GA 30021

I/We the undersigned hereby offer and agree to supply and deliver the service(s) as outlined in the Request for Proposal documents. The signature(s) below dignify the I/We have read and agree with the procedures outlined in the Request for Proposal documents.

I/We also agree no additional work shall be accepted outside of the scope of work outlined in this solicitation. If any additional work is requested, this must be assigned by the requesting department and approved by the City of College Purchasing Department, through a change order.

Proposal Submitted By:

Company Name	Southern Demolition LLC
Address	2035 Bolton Rd NW
City, State, Zip	Atlanta, GA, 30318
Phone	(404) 478-7142
Email	Lee@southerndemo.com
Website	southerndemo.com
Print/Type Name	Clarence Lee Selph II Farmer
Signature	
Title	Project Manager
Date	7/12/24



ADVERTISEMENT for CONSTRUCTION SERVICE

ITB – HOUSE DEMOLITION - 070924

POINT of CLARIFICATION

OWNER'S BID PROPOSAL FORM

OWNER: City of Clarkston
1055 Rowland Street
Clarkston, GA 30021

PROJECT: House Demolition

DATE: July 10, 2024

Congratulations to your company as one of the finalists for this phase of the selection process for the House Demolition project for the City of Clarkston. We reviewed your proposal and request clarification as we finalize our review to make a recommendation for approval.

Will you send me a response to the following:

1. Time is of the essence for this project. The Contractor is to complete all work assigned within 45 days. After the Notice to Proceed (NTP) has been issued your company shall complete the installation within [insert #] 30 consecutive days or less. (cannot work before mandatory 10 business day EPD Notifications)
2. Provide a cost for the following:
 - a. Wet demolition/removal of structure including foundation: \$ 7,000
 - b. Additional equipment charges: \$ 850
 - c. Temporary site security fencing: \$ 1,500
 - d. Erosion control (silt fence, tree save, seed & straw): \$ 2,000
 - e. Excavation of underground tank(s): \$ 750
 - f. New clean fill dirt: \$ 1,000
 - g. Haul off fees: \$ 26,650
 - h. Asbestos: \$ Included in Wet Demo. (Structure will be sprayed down throughout demo. All Materials will go into 30yd dumpsters lined with 6mil plastic to encapsulate material for transport to safeguard landfill.)

Grand total for all items under #2: \$ 39,750.00

Return your response to wmoody@cityofclarkston.com no later than 12:00 pm (EST), Friday, July 12, 2024.

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required.

All bonds and insurance coverage must be placed with an insurance company approved by the City, admitted doing business in the State of Georgia, and rated Secure (“A±” or better) by AM Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poor’s (S&P) Insurance Ratings, latest edition as Secure (“BBB” or better). Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

Worker’s Compensation	-	In accordance with O.C.G.A. Title 34, Chapter 9, as amended
Business Auto Policy	-	Not less than \$500,000.00
Commercial General Liability	-	Minimum \$1,000,000.00/claim \$2,000,000.00/occurrence for Personal Injury, Bodily Injury, and Property Damage Liability
Professional Liability	-	Not less than \$1,000,000.00/occurrence

EXHIBIT D
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
(ATTACHED)



Primary Contractor
E-verification Affidavit

The Clarkston contract holder, signed below, confirms, and verifies its compliance with Georgia law (See OCGA § 13-10-91), and affirmatively states that the business (Sole Proprietor, Partnership, Corporation, Non-Profit, LLC Corporation, or LLC Partnership) which performs services for the Clarkston: (check and complete #1 or #2 below)

1. Has registered with, is authorized to use, and uses the federal work authorization program commonly known as "E-Verify", or any subsequent replacement program. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period. The undersigned will contract for the physical performance of services for the contract only with subcontractors who present an affidavit to the contract holder with the information required by OCGA § 13-10-91, as amended. The undersigned hereby attests that its federal work authorization user identification number and date for authorization are as follows:

152898
Federal Work Authorization User Identification Number (not Taxpayer ID)

9/17/2008
Date of Authorization

Southern Demolition LLC
Legal Business Name of City of Clarkston Contract Holder/Applicant

2. Employs no employees, or otherwise does not fall within the requirements of OCGA § 13-10-91.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on July 8th, 2024 in Atlanta (city) GA (state)

[Signature]
Signature of Authorized Owner/Officer

Gina Ransdale
Printed Name and Title of Authorized Owner/Officer

Clarence Farmer
NOTARY PUBLIC

My Commission Expires: May 2nd, 2028





Bid Open Tabulation Matrix

ITB - HOUSE DEMOLITION – 070924

(Point of Clarification)

	Company Name	Bid Amount (\$)	Minority Class	Located within City limits	Previously worked w/Clarkston
1	Southern Demolition, LLC	\$39,750.00	Y (FBE)	N	N
2	The M Mitchell Group, LLC	\$41,025.00	Y (AABE)	N	N
3	Southern Environmental Services, Inc	\$47,885.00	N	N	N

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

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

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

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

Larry Kaiser, Engineering Consultant and Michael Duncan, Parks & Recreation Manager were present for the bid open.



ADVERTISEMENT for CONSTRUCTION SERVICE

ITB – HOUSE DEMOLITION - 070924

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

There will be a (**mandatory**) pre-proposal meeting held at Forty (40) Oaks Nature Preserve | 3790 Market St | Clarkston, GA | 30021.

Proposals will be received no later than Tuesday, July 9, 2024, at 9:30 am (EST) at the City Hall Annex, Attn: Purchasing Department, 1055 Rowland St | Clarkston, GA | 30021.

Proposals received after the above date and time, or in any other location other than the Purchasing Department will not be considered.

Timeline

(Mandatory) Pre-Proposal Meeting	June 18, 2024	10:00 am (EST)
Question, Answer and Clarification Deadline (Email wmoody@cityofclarkston.com) Ref: House Demo	July 2, 2024	12:00 pm (EST)
All/Any Addendum(s) published to City’s website no later than	July 5, 2024	4:00 pm (EST)
Purchasing Department to Open Sealed Bids	July 9, 2024	10:00 am (EST)

All minority, woman owned, and small business owners are strongly encouraged to submit a proposal for this solicitation. The contract will be awarded to the most responsive offeror, not always the lowest cost, that is determined to meet the requirements and criteria set forth within the solicitation.

It shall be the person, firm, or company’s responsibility to check the City’s website, within the Bid Solicitations tab under the Business link for all/any bid documents to include published addenda.

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



BID INFORMATION

SCOPE OF WORK

PURPOSE

The City of Clarkston (City) is accepting sealed proposals from qualified companies interested in providing demolition services of a two-story farmhouse style building. This Invitation to Bid (ITB) seeks to identify qualified one company for the project.

SCOPE of WORK

Interested parties should submit a quote to a two-story structure, built around 1920 and has been unoccupied since May 2018 demolition located within the Forty Oaks Nature Preserve at 3790 Market Street | Clarkston, GA | 30021. The structure shall be demolished in accordance with the Southern Building Code Appendix D, pages 717-718, and these specifications.

Coordination of work between the Contractor and City is essential to the successful completion of this project. The Contractor is to complete all work assigned within 45 days. The Contractor and City shall coordinate a schedule and daily work plans after receipt of a Notice to Proceed (NTP).

The structure's exterior dimensions are as follows:

- A. Total structure square footage unknown
- B. Building Footprint: 48 ft. x 34 ft.
- C. Front Porch: 10 ft. x 44 ft.–6 inches
- D. Side Porch: 4 ft-7 inches x 6 ft.-10 inches
- E. Crawlspace with stone/ CMU or brick wall foundation on-grade; no footings

The Contractor shall execute the work according to and meet the requirements of the following:

- A. The ITB documents include but are not limited to the scope of work, special provisions, and specifications.
- B. All city, county, state and federal rules, regulations, and ordinances.
- C. All necessary licenses and permits.
- D. OSHA standards and guidelines.
- E. Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

CERTIFICATION OF BIDDER'S EXPERIENCE and QUALIFICATIONS

- A. The Offeror certifies that they are, at the time of bidding and shall be, throughout the period of the contract, licensed by the State of Georgia to do the type of work required under terms of the contract documents.
- B. The Offeror further certifies that they are skilled and regularly engaged in the general class and type of work called for in the contract documents.
- C. The Offeror represents that they are competent, knowledgeable and have special skills in the nature, extent, and inherent conditions of the work to be performed.
- D. The Offeror further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property.
- E. The Offeror expressly acknowledges that they have the skill and experience to foresee and to adopt protective measures to perform the construction work adequately and safely with respect to such hazards.

PROSECUTION & PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this quote shall be substantially completed within 45 days from issuance of Notice to Proceed. The Contractor will be considered substantially complete when all work required by this contract has been completed and accepted by the City.

Normal workdays shall be between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, 8:00 a.m. and 5:00 p.m. on Saturdays, not Sundays, or major holidays. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on Sundays or national holidays.

The work will require the Offeror to provide all labor, administrative forces, equipment, materials, and other incidental items to complete all required work. The City shall perform a final inspection upon substantial completion of the work. The Contractor will be allowed to participate in the Final Inspection.

PERMITS, LICENSES & INSURANCE REQUIREMENTS

The Contractor shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The contract awardee will need to file with the City of Clarkston projects.

Minimum Coverages, Limits and Endorsements (other coverage may be required for demolition services). The City must be a plan holder and policy dates will cover the term of the contract.

Contractor to provide “License to Conduct Regulated Asbestos Activities in Georgia Lead-Based paint and Asbestos Program Certification, Accreditation, & Licensing Unit”.

Contractor must satisfy the requirements of the Georgia Asbestos Safety Act, O.C.G.A 12-12-1, et seq. and the Rules for Asbestos Removal and Encapsulation, Chapter 391-3-14 – provide license.

UTILITIES

The disconnection of all permanent utilities is the responsibility of the Contractor. This Contractor is responsible for contacting the utility department to coordinate all disconnection work as it relates to water, gas, electrical and sewer disconnects.

Sewer taps shall be located and capped prior to the structure demolition and the sewer service shall be removed to the property line.

PROTECTION & RESTORATION of PROPERTY and LANDSCAPE

- A. The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the road or street.
- B. The Contractor shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.
- C. The Contractor shall keep the surface of the sidewalks and street affected by work in a clean, neat, and safe condition.
- D. The Contractor shall cut unground water line(s) at fence and will not pull line(s) above ground.
- E. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas prior to City acceptance of work and payment.

PROVIDED REPORTS

The City of Clarkston will provide the following reports:

- A. Asbestos & Lead Based Paint Conformance Letter 2024 (United Consulting)
 1. Asbestos Survey Report 2021 (United Consulting)
 2. Lead Based Paint Assessment 2021 (United Consulting)
- B. Topographic & Tree survey
- C. Underground-penetration radar survey report (United Consulting)

DEMOLITION of STRUCTURES & REMOVAL

The Offer shall include in the removal cost, the removal of additional will include:

- A. All/any floors, and foundation footings.
- B. All/any patio, porch slabs, concrete walkways.
- C. All/any steps will be included in the removal costs of demolition.
- D. No underground tanks and other structures were identified. The Contractor will be required to selectively excavate areas as directed by the city engineer to provide ground proofing to

verify if tanks exist. The volume of excavation anticipated is 90 CY. Import clean fill soil to backfill areas if tank(s) are removed. The backfill volume anticipated will be 30 CY.

GENERAL SPECIFICATIONS

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site and shall comply with all OSHA and EPA regulations as they pertain to this project.

The Contractor shall provide dust control during demolition of the structure to ensure toxic and/or nuisance dust particles do not permeate the air in and around the work site.

REQUIRED SITE WORK

- A. The Contractor shall make sure restoration and clean-up work is performed daily.
- B. No materials shall be salvaged, stored, or accumulated in any area.
- C. All loads shall be covered and secured prior to and during transport.
- D. The Contractor will perform final grading and leveling on the site to maintain a positive drainage slope, which shall include clean fill soil.

INDEMNIFICATION AGREEMENT

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, save harmless, the City of Clarkston and all of its entities, and all respective officers, employees, directors and agents of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this contract, due to any act or omission on the part of the contractor, its agents, employees or others working at the direction of contractor or on its behalf, or due to any breach of this contract by the contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the contractor.

This indemnification applies whether: (a) the activities involve third parties or employees or agents of the contractor or of the City entity; (b) the City is partially responsible for the situation giving rise to the claim; provided, however, this indemnification does not apply to the extent of the sole negligence of the City of Clarkston and its officers or employees. This indemnification extends to the successors and assigns of the contractor, and this indemnification survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the contractor. To the full extent permitted by the Constitution and the laws of the State of Georgia, the contractor and its insurers waive any right of subrogation against the City of Clarkston, its officers, employees and agents, the Fund and insurers participating there-under, to the full extent of this indemnification.

ADDITIONAL INFORMATION

- A. Liquidated damages of five hundred dollars (\$500.00) per day.
- B. Include optional cost line item, if additional testing is needed.

- C. “Trucks Entering & Exiting Ahead” signage shall be placed on both approaches to the Forty Oaks Nature Preserve entrance during work hours. Signs to be removed at the completion of each workday.
- D. The Contractor shall be responsible for the removal and proper disposal of all materials and shall provide the City of Clarkston with landfill tipping receipts prior to release of retainage. Debris to be delivered to EPD licensed landfill and relieves the City of Clarkston of all liability in the disposal of debris – include form. The contractor is responsible for all/any fees and permits, if applicable.



CITY OF CLARKSTON

ITEM NO: 8A

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE: Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Approval

MEETING DATE: NOVEMBER 7, 2024

SUBJECT: To adopt a resolution to appoint Attorney Julie Kert as Solicitor of the Municipal Court and approve a contract with Yeargan & Kert, LLC for Municipal Court Solicitors Services for a term of one year, in the amount of \$2,000 per month/ \$24,000 annually, to be funded out of General Fund, effective 1/1/2025.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Willis Moody
Purchasing Consultant
PHONE NUMBER: 470-952-1824

PURPOSE: To approve the vendor Julie Kert, Partner at Yeargan & Kert for the Municipal Court Solicitor contract.

The bid solicitation documents were advertised on the City's website and BidNet Direct between July 18, 2024, and the bid close at 9:30 am, August 13, 2024. In addition, this Request for Proposal (RFP) a Courtesy Email was generated from BidNet Direct to the incumbent municipal court solicitor Christopher Diwan of this advertised RFP.

See supporting documents for recommended vendor for this service.

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

RECOMMENDATION: Staff recommends vendor Julie Kert, Partner at Yeargan & Kert for approval as the most responsive and responsible Offeror. The award amount of \$2,000.00 per month (\$24,000.00/annually) for this project should be paid from the General Fund – Municipal Court.

RESOLUTION NO. _____

A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO APPOINT ATTORNEY JULIE KERT AS SOLICITOR OF THE MUNICIPAL COURT AND TO APPROVE A CONTRACT WITH YEARGAN & KERT, LLC FOR MUNICIPAL COURT SOLICITOR SERVICES.

WHEREAS, the City Council appoints a prosecuting attorney (a/k/a solicitor) for the Municipal Court on an annual basis pursuant to Section 3.04 of the City Charter and O.C.G.A. § 15-18-92; and

WHEREAS, the City Council hereby finds that Attorney Julie Kert is qualified to serve as prosecuting attorney of a municipal court pursuant to O.C.G.A. § 15-18-92(a); and

WHEREAS, the City Council desires to engage Ms. Kert, through her law firm Yeargan & Kert, LLC, to serve as solicitor of the Clarkston Municipal Court for year 2025.

NOW THEREFORE, BE IT RESOLVED that the City of Clarkston City Council does hereby appoint Attorney Julie Kert as Municipal Court Solicitor effective January 1, 2025 and remaining in effect until such time as the City Council takes subsequent action to appoint a different individual as solicitor.

BE IT FURTHER RESLOVED that the contract with Yeargan & Kert, LLC for municipal solicitor services attached hereto as Exhibit A is hereby approved and the Mayor is hereby authorized to execute such contract.

SO RESOLVED this _____ day of _____, 2024

CLARKSTON CITY COUNCIL

Mayor Beverly H. Burks

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

Contract for Municipal Court Solicitor Services

**STATE OF GEORGIA
COUNTY OF DEKALB**

**CONTRACT TO PROVIDE MUNICIPAL COURT SOLICITOR SERVICE(s)
CLARKSTON MUNICIPAL COURT**

This Agreement is made and entered into this ____ day of _____, 20____, between the CITY OF CLARKSTON ("City"), a municipal corporation, and Yeargan & Kert, LLC ("Contractor").

WITNESSETH:

WHEREAS, the City issued bid solicitation RFP - MUNICIPAL COURT SOLICITOR - 081324 ("RFP") seeking proposals to engage a firm, individual lawyer, or a consortium of firms or lawyers to serve as the Solicitor of the City of Clarkston Municipal Court ("Contractor");

WHEREAS, the City desires the services of Attorney Julie Kert, who is a member of Yeargan & Kert, LLC, as the City Solicitor pursuant to Section 3.04 of the Charter of the City of Clarkston; and

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

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

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

1. **Duties.** The City hereby contracts with Contractor to perform all functions and duties of the prosecuting attorney of the Clarkston Municipal Court (i.e., serve as City Solicitor) and to perform such other legally permissible and proper duties and functions as said position shall require. These duties shall include, but are not limited to, the following:
 - a. Prosecute cases within the jurisdiction of the City Charter, Ordinances, and Georgia State Statutes that are within the original jurisdiction of the Clarkston Municipal Court.
 - b. Perform advanced professional legal work involving the prosecution of defendants in misdemeanor criminal cases.
 - c. Participate in administrative and research functions in civil areas when so directed by the City Manager.
 - d. Report to the City Manager as requested regarding the functions of the Municipal Court system.
 - e. Collaborate with the Municipal Court Judge to develop and carry out policies for trial procedures.
 - f. Coordinate with the Municipal Court Judge, Public Defender, and Court Clerk to

reduce or eliminate backlog of pending cases.

- g. Annually review data gathered by the City regarding cases generated by the Clarkston Police Department and filed in the Municipal Court;
 - h. Prepare an annual report concerning Municipal Court operations and results and personally present that report to the City Council.
 - i. Annually review and recommend changes to the Clarkston Municipal Code which relate to Municipal Court; and
 - j. Make recommendations to the City to improve the financial or other operating conditions of the Court.
2. Independent Contractor. In performing the duties of the City Solicitor, Contractor shall serve as an independent contractor and not as an employee of the City. The City shall have no right or responsibility to control or influence the manner in which Julie Kert carries out her prosecutorial responsibilities, save and except that the City Solicitor agrees to carry out his or her duties in a timely, consistent, fair and effective manner.
3. Term. This Agreement shall commence on January 1, 2025 and shall continue for an initial term of one year, until December 31, 2025. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties.

No rights, responsibilities, salary, or other benefits shall extend beyond the term of this Agreement and nothing in this Agreement shall be deemed to vest in the City Solicitor any property interest in the duties, responsibilities, or compensation provided in this contract or any right to the continuation thereof.

4. Compensation. The compensation shall be \$2,000.00 monthly. Payment shall be made on or before the last working day of each month this Agreement remains in effect.
5. Hours of Work. It is recognized that the hours devoted by the Contractor in the performance of his or her responsibilities may vary with the caseload of the Court. The Contractor shall report to the City Manager upon request the amount of time she is devoting to his or her duties as the Solicitor.
6. Periodic Review. The City Council may review the performance and compensation of the Contractor by such method and at such times as the Council shall deem appropriate.
7. Dues and Subscriptions. The Contractor shall maintain membership in an appropriate statewide organization for City Solicitors and all fees required for such membership shall be paid by the City. In addition, the City encourages the Contractor to participate in national, regional, and state and local associations and organizations necessary and desired for her continued professional growth and advancement and to improve his or her performance as City Solicitor. Should the Contractor desire to incur any expenditure for any of the proposed activities outlined above, she may obtain prior consent from the City Manager of the City of Clarkston, in which event the City shall be obligated to reimburse for such pre-authorized expenses.

8. Professional Development. The City agrees to reimburse the Contractor for registration, travel, and subsistence expenses for professional and office travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the City Solicitor. The procedures for reimbursement referred to in Paragraph 7 above shall apply to expenses incurred pursuant to this paragraph as well.
9. Pro Tempore Services. While it is agreed that Julie Kert shall personally serve as Solicitor and shall be available to fill the duties of that office generally not less than eighty percent of the time, it is anticipated that ethical conflicts, scheduling conflicts, vacations, illness, etc., will occasionally require the appointment of pro tempore Solicitor. It is understood that it is in the interest of both parties to utilize a pro tempore solicotr when Jule Kert is unable to appear in the Municipal Court so that the Court's important work will not be interrupted when Ms. Kert must be absent from that position. Therefore:
 - a. On or before the 1st of January of each and every year this contract remains in effect, the Contractor shall submit to the City Council the names of those persons whom it wishes to nominate as pro tempore solicitors for the 12 months following the date of such appointment. These persons shall all be members of the Georgia State Bar, in good standing, and otherwise qualified to serve as prosecuting attorney of a municipal court pursuant to O.C.G.A. § 15-18-92(a). Upon receiving such list of proposed pro tempore solicitors, the City Council shall, at its next regularly scheduled meeting, or as soon thereafter as may be convenient, review the list of persons nominated by the Contractor and approve or deny their appointment as pro tempore solicitors. Contractor is encourgaged to nominate qualified members of its firm as pro tempore solicitors.
 - b. Any pro tempore solicitor shall be in all respects subject to all of the terms and conditions of this Agreement.
 - c. The Contractor shall compensate all pro tempore solicitors at its own expense and upon such terms as he and they may agree. Contractor will be compensated according to Section 4 of this Agreement.
 - d. The Contractor shall make a reasonable effort to maintain a pool of at least two pro tempore solicitorss and shall endeavor to rotate pro tempore services evenly among the approved pro tempore pool so that all will be reasonably familiar with municipal court procedures should their service be necessary.
 - e. The Contractor shall instruct all pro tempore solicitors concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible.

10. General Provisions. This Agreement shall constitute the entire agreement between the parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from City to the Contractor other than as set forth herein.

Executed on behalf of:

CITY OF CLARKSTON, GEORGIA

BY:

Beverly H. Burks, Mayor

DATE:

CONTRACTOR: Yeargan & Kert, LLC

SIGNATURE: _____

DATE: _____

ATTEST (sign here): _____

Tomika Mitchell, City Clerk

DATE: _____

Approved as to form:

Stephen G. Quinn
City Attorney



ADVERTISEMENT for CONTRACTUAL SERVICE
RFP - MUNICIPAL COURT SOLICITOR - 081324

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

There will not be an information conference/pre-proposal meeting for this solicitation.

Proposals will be received no later than Tuesday, August 13, 2024, at 9:30 am (EST).

Proposals must be submitted through Bidnet Direct's Georgia Purchasing Group. The City of Clarkston invites all vendors to register online at www.bidnetdirect.com/georgia/cityofclarkston.

Proposals received after the above date and time, or in any other location other than the Purchasing Department will not be considered.

Timeline

Question, Answer and Clarification Deadline	Aug. 6, 2024	12:00 pm (EST)
All/Any Addendum(s) published to City's website no later than	Aug. 13, 2024	4:00 pm (EST)
Purchasing Department to Open Sealed Bids	Aug. 13, 2024	10:00 am (EST)

All minority, woman owned, and small business owners are strongly encouraged to submit a proposal for this solicitation. The contract will be awarded to the most responsive offeror, not always the lowest cost, that is determined to meet the requirements and criteria set forth within the solicitation.

It shall be the person, firm, or company's responsibility to check the City's website, within the Bid Solicitations tab under the Business link for all/any bid documents to include published addenda.

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



BID INFORMATION

SCOPE OF WORK

PURPOSE

The City of Clarkston (“City”) located in DeKalb County, Georgia, is currently soliciting proposals to engage a firm, individual lawyer, or a consortium of firms or lawyers to serve as Solicitor of the City of Clarkston Municipal Court. Any party interested in submitting a response to this bid solicitation including, where applicable, all partners, employees and contractors of such interested party shall adhere to the guidelines set forth herein.

This position is that of an independent contractor and the individual/firm will be responsible for all taxes owed for monies received for this service. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to the Contractor under this Agreement. The Contractor shall be responsible for all FICA, federal and state withholding taxes and Workers' Compensation coverage for any individuals assigned to perform the services for Clarkston.

BACKGROUND

The City’s Municipal Court began in 2006, The total number of cases is generally between 17,000 - 21,000 per year. There is one (1) appointed judge and court sessions are generally scheduled three to four times per month. The Court calendar primarily consists of jail sessions, environmental court, code enforcement, trials, and arraignments.

The Municipal Court of Clarkston has jurisdiction over all violations of City ordinances and certain State law violations that occur within Clarkston city limits, such as most traffic violations, and some State misdemeanors. When the party is found guilty, a judge can issue fines, fees, and/or incarceration.

Court is in session four times per month, except on major holidays. Trials are held only on the first Wednesday of each month, beginning at 6:00 pm (EST).

SCOPE of WORK

The Offeror shall comply with and be subject to all provisions of the City’s Charter and Codes including, without limitation, ARTICLE III of the City’s Code of Ethics.

Services to be performed pursuant to this bid solicitation shall include, but are not limited to the following:

- A. Represent the City in the prosecution of all criminal violations over which the Municipal Court has jurisdiction, including violations of any City ordinance.

- B. Be responsible for all aspects of prosecution including investigation, arraignments, pre-trial hearings and motions, bench trials, sentencing recommendations, review hearings, discovery, and appeals to superior court.
- C. Follow cases through sentencing procedures and manage criminal appeals.
- D. Provide legal research, training, and assistance to the Police Department and court staff in all criminal matters, including statutory interpretation, enforcement issues, and case decisions.
- E. Prepare cases for prosecution including contacting the Police Department and the code enforcement division of the Community Development Department, witnesses, victims, and defense attorneys.
- F. Provide advice and representation in criminal forfeiture hearings, search warrant review and similar matters.
- G. Provide occasional training for law enforcement officers and advise the department regarding substantial statutory or case law changes. Coordinate such periodic training sessions with the Police Department and the code enforcement division of the Planning/Economic Development Department.
- H. Create a plan for a Drug Treatment Court for City approval and implementation. The purpose of the Drug Treatment Court is to reduce substance abuse, crime, and recidivism by providing intensive supervision, treatment, and judicial guidance for alcohol and/or chemically dependent individuals. The goal of the Drug Treatment Court is to integrate substance abuse treatment with the justice system for the promotion of public safety, individual responsibility, citizenship, and reduction of recidivism.
- I. Create a Pretrial Diversion Program for Court for City approval and implementation. The purpose of the Pretrial Diversion Program is to be an alternative to traditional court prosecution. It will allow some first offenders, and some low-level offenders with minor criminal histories to complete programming which will impact their future decision making and provide the necessary counseling to address issues related to their charges.

EXAMPLES OF WORK

The successful Offeror shall:

- A. Review cases filed by police.
- B. Make charging decisions, as applicable.
- C. Communicate with the defendants, victims and officers concerning charging decision.
- D. Subpoena witnesses and comply with discovery requests.
- E. Lead cases through the court process.
- F. Collaborated with the Chief of Police to improve effectiveness.

PERFORMANCE EVALUATION

The Offeror awarded a contract as a result of a successful response to this bid solicitation will be measured and evaluated by the following performance standards:

- A. Prompt attendance at each regular or specially set court dates.
- B. Efficient and effective handling of cases at arraignment and trial.
- C. Written evaluation of effectiveness of advocacy as observed by the Court Administrator.
- D. Attention to detail concerning charging documents and available evidence.

- E. Appropriate negotiation of plea agreements on criminal and code enforcement citations.
- F. Communication with the City Attorney on code enforcement cases and any criminal cases in which the City Attorney has asked to be kept informed.

MINIMUM QUALIFICATIONS

A. Professional Licensing and Experience:

The Offeror and any partners in this submittal, including all attorneys designated by the Offeror to perform any and all service(s) required by this bid solicitation, shall have relevant experience as a prosecutor in a municipal court or a court of record, shall be licensed to practice law in the State of Georgia, and shall be a member of the State Bar of Georgia in good standing.

Any attorney designated by the Offeror to perform the service(s) of the City Solicitor shall have at least five (5) years' relevant experience in the State of Georgia as a prosecutor in a municipal court or a court of record.

B. Practical Experience in Municipal Courts:

The Solicitor shall demonstrate a high degree of knowledge, experience and ability in the operation of local governmental units in Georgia criminal procedure and substantive criminal law; management of a courtroom and a large docket of cases; efficient use of time and resources to reduce delays that inconvenience other Court personnel; supervision of the proper handling of any discovery requests related to a pending citation; and experience ensuring that proper and accurate records of dispositions are maintained.

PROPOSAL CONTENT AND FORMAT

Interested parties shall submit their proposal as concisely as possible while providing all requested information. The proposal shall not exceed twenty-five (25) pages for the City to conduct a comprehensive evaluation.

Interested parties shall submit their proposal in accordance with the format detailed as follows:

- A. *Cover Letter*: The cover letter shall include the name and business address of the Offeror and shall be signed by a signatory duly authorized to bind the Offeror. No pricing information shall be included in the cover letter.
- B. *Table of Contents*: The table of contents shall include section titles along with corresponding reference to commencing pages.
- C. *Offeror Overview*. The proposal shall include a general overview of the Offeror(s) submitting the proposal, how long each individual and/or firm has been in business, customer service philosophy, and identification of the primary office that will be supporting the City.

The overview should also include:

1. A copy of current professional liability insurance, name of carrier and policy number, policy exclusions, if any, and current coverage amounts.
2. Disclose any pending litigation or judgments rendered against the Offeror (or any attorneys proposed to perform Services) in any matter relating to professional activities of the firm, including any pending complaints to the Georgia State Bar Association.
3. Designate the attorney who shall act as a full time Solicitor and every other attorney performing the service(s) described herein on behalf of Offeror. The Solicitor shall always be present in the City of Clarkston Municipal Court where such Court is in session.

D. *Statement of Suitability.* The proposal shall include a statement or specific information that may serve to differentiate the Offeror from other attorneys or firms to show suitability to perform the service(s) described herein for the City.

E. *Project Understanding/Methodology.* The Offeror shall include a description of the Offeror's understanding of the proposed service(s) as outlined in the bid solicitation and a demonstration of understanding as to the magnitude of the tasks and the desired outcomes for the Services.

The Offeror shall also include a description of the Offeror's attorney/law firm practice and services the Offeror can provide, including an explanation of how these services will best meet the City's needs.

F. *Qualifications of Personnel.* The proposal shall provide information on personnel to be assigned to the City for service(s). It should include Georgia State Bar numbers and resumes for all attorneys and a release allowing the City access to all Georgia State Bar Association disciplinary investigations and/or actions. (*Does not count toward total page number.*)

G. *Past Performance/Similar Experience.* The Offeror shall include between three (3) to five (5) reference projects from past years that demonstrate that the person(s) and designated personnel have experience and expertise with the subject matter of this bid solicitation and have demonstrated performance of work that is similar in type and scope as the project described above.

References should be for a public agency and should include the following: name of the organization, contact information, including contact name, address, email address and telephone number, description of the reference project, brief summary of services provided, period of performance; and project cost.

H. *Cost Proposal.* Offeror shall also submit a proposal detailing proposed fees to perform the service(s) described herein ("Cost Proposal"). The Cost Proposal shall be submitted separately. The Cost Proposal shall clearly set forth fees or fee structure to be charged. The Cost Proposal shall include a per hour rate for each attorney (including the Solicitor) to perform any part of the described work. The hourly rate is exclusive to the attorney *actually* performing the work.

The fee proposed shall be submitted in the following form (does not count toward total page number):

1. A flat fee (to be negotiated annually) to be paid in twelve (12) equal monthly payments;
or
2. An hourly rate for the Solicitor to be paid monthly upon the City's receipt of an invoice.

EVALUATION PROCESS and CRITERIA

General Information. The bid solicitation proposal submitted in response will enable the City to gather information and identify one or more qualified Offeror to perform the service(s) described herein. The City will conduct a comprehensive, fair and impartial evaluation of all proposals received.

Proposal Review. A review committee will be established by the City to evaluate proposals and will invite the most qualified Offeror(s) to interview. One (1) Offeror and negotiate a contract. The City may also determine that no qualified proposals have been received, based on the given criteria and reject all.

Offeror Interview. At the City's discretion, selected Offerors will be interviewed and reviewed based upon the criteria set out in the bid solicitation. (i.e. Unique qualities, methodologies, or approaches taken to differentiate oneself from other Offerors).

Attorneys designated by the Offeror to perform the service(s) of Solicitor shall be present for all interviews. Final approval of a selected Offeror is subject to applicable City policies.

Past Performance. The City will review past performance of the Offeror using the information provided by the Offeror in response to information obtained from independent sources, at its sole discretion.

Evaluation Criteria. The City will evaluate proposals based on criteria stated within this bid solicitation. Proposals will be assigned values including, but not limited to, the following:

- A. Offeror's suitability to perform the Services.
- B. Offeror's understanding and methodology to provide the service(s) to meet the City's needs.
- C. Past performance/similar experience.
- D. Cost.
- E. Compatibility to the City's systems and procedures.

Negotiation and Best and Final Offer (as applicable).

- A. If the City deems it is in its best interest to retain the services of one or more Offerors, the City reserves the right to negotiate a revised scope and/or fees.

Negotiations will encompass all phases of work, including but not limited to:

1. Hourly rates and fees for services.

2. Markups for overhead and profit on subcontractors.
 3. A “not to exceed” contract amount; and
 4. Any other items the City deems appropriate.
- B. If negotiations are successful, the City and the highest-ranked Offeror will enter into an agreement to perform the service(s) as described in this bid solicitation. If an acceptable agreement cannot be reached between the City and the highest ranking Offeror, the City may choose to negotiate with the second highest-ranked Offeror.
- C. Offerors submitting proposals should be aware the review committee has sole discretion to determine what constitutes the “best qualified offer” for the City, based on the items requested in the Scope of Work and other areas of this RFP. Consequently, Offeror are urged to submit best terms in their original submittal.



CITY OF CLARKSTON

ITEM NO: 8B

WORK SESSION/ CITY COUNCIL MEETING

ACTION TYPE: Approval

HEARING TYPE: Council Meeting

AGENDA ITEM SUMMARY SHEET

MEETING DATE: NOVEMBER 7, 2024

SUBJECT: To adopt a resolution awarding a contract to the most responsive and responsible bidder IKON Filmworks, for the public meeting video recording & related services in the amount of \$38,400.00 to be funded out American Rescue Plan Act (ARPA) funding, effective 11/8/2024.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Willis Moody, Purchasing Consultant
PHONE NUMBER: (470) 952-1824

PURPOSE: To adopt a resolution awarding a contract to the most responsive and responsible bidder, IKON Filmworks, for the public meeting video recording & related services in the amount of \$38,400 to be funded out of American Rescue Plan Act (ARPA) funding.

NEED/ IMPACT: The City has the need for audio visual services for council work sessions and regular council meetings. Having a professional audio-visual company capture and broadcast all council work sessions, council meetings, and Special Called meetings and any other meetings as requested is beneficial to the City of Clarkston because the company is preserving public meeting information. The solicitation was opened on August 8, 2024, and closed on September 4, 2024. A mandatory pre-bid meeting was scheduled for Thursday, August 22, 2024, where multiple vendors attended.

We received seven bids in response to the solicitation. One bidder was disqualified as they did not attend the mandatory pre-bid meeting. After a thorough review, by an evaluation committee composed of three staff members of the remaining bidders, it was determined that IKON Filmworks was the most responsive and most responsible bidder at a cost of \$38,400.

The sign in sheet from the Pre-Bid Meeting, Bid Open Tabulation Form, and Contract are attached.

RECOMMENDATION: Staff recommend vendor IKON Filmworks for approval as the most responsive and responsible Offeror. The award amount of \$38,400.00 for this project should be paid from the American Rescue Act Plan (ARPA) funding.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AWARDDING A CONTRACT TO IKON FILMWORKS FOR PUBLIC MEETING VIDEO RECORDING AND RELATED SERVICES.

* * * * *

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

Section 1. That the City Council award a contract to IKON Filmworks for public meeting video recording and related services in the amount of \$38,400, to be funded out of the American Rescue Act Plan (ARPA) Fund, effective November 8, 2024. A copy of said contract is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2024.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

**STATE OF GEORGIA
COUNTY OF DEKALB**

CONTRACT TO PROVIDE PUBLIC MEETING VIDEO SERVICE(S)

This Construction Contract (“Agreement”) made and entered into this ____ day of _____, 20____, for the **Public Meeting Video Recording Service(s)** (“A/V Services”) between the **City of Clarkston** (“City”), and **IKON Filmworks, LLC**, (“Contractor”).

WITNESSETH:

WHEREAS, the City issued bid solicitation RFP – PUBLIC MEETING VIDEO RECORDING SERVICES - 090424 (“RFP”) seeking proposals from qualified firms to provide public meeting video recording & related services during all council work sessions, council meetings, and special called meetings and any other meetings as requested (the “Work”).

WHEREAS, the Contractor is engaged in the business of providing the necessary materials and labor to complete the Work and submitted a proposal responsive the RFP;

WHEREAS, the Mayor and City Council awarded the bid to the Contractor on October 1, 2024; and

WHEREAS, the City desires to engage Contractor and Contractor agrees to render certain professional, technical advice and services to the City pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

- SERVICES:** Contractor agrees to perform the Work required, implied, or reasonably inferable from this Agreement. The term “Work” shall mean the services described in the scope of work attached hereto and incorporated herein as Exhibit A. The Work includes, but is not limited to, furnishing the labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage and power as required by this Agreement. If any services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. This Agreement hereby incorporates the RFP and Contractor’s response thereto. In the event of any conflict between the terms of the RFP, or Contractor’s Response to the RFP, and this Agreement, the terms of this Agreement shall control.
- COMPENSATION:** In consideration for the Work, City shall pay to Contractor a fee not to exceed the cost described in Contractor’s bid proposal, which is attached hereto as Exhibit B and incorporated by reference herein. Contractor shall invoice City on a monthly

basis for services rendered during the prior month, with approved invoices to be paid Net 30. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

The maximum compensation to be paid to Contractor during the initial term of this agreement is Thirty-Eight Thousand Four Hundred Dollars and zero cents (\$38,400.00) annually. The City and Contractor agree that such compensation is inclusive of all fees, expenses, accommodations, and any cost whatsoever incurred by any group members individually or collectively, and no other fees or expenses of any kind shall be paid to the Contractor.

3. **TERM:** This Agreement shall commence on the date set forth on page one and shall continue until October 8, 2025. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties.

No rights, responsibilities, salary, or other benefits shall extend beyond the term of this Agreement and nothing in this Agreement shall be deemed to vest in the Contractor any property interest in the duties, responsibilities, or compensation provided in this contract or any right to the continuation thereof.

4. **PHOTOGRAPH/VIDEO OWNERSHIP:** The City will own all photographs and videos created by Contractor pursuant to this Agreement. Contractor grants the City the right and permission to use photographs and/or video recordings made by the Contractor on City and other websites, social media platforms, in publications, promotional flyers, educational materials, derivative works, or for any similar purpose without additional compensation to Contractor. The Contractor waives the right to approve the final product and agrees that all such photographs and/or video recordings and reproductions thereof shall remain the property of the City.

5. **RELATIONSHIP OF THE PARTIES**

- a. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Work under this Agreement.
- b. **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation

insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

- c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to the Contractor under this Agreement. The Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Work for the City.

6. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its Work and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid proposal documents and conform to all specifications; (iii) performed by personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

7. **TERMINATION FOR DEFAULT:**

- a. The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- b. In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- c. Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood,

epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term “subcontractor” shall mean subcontractor at any tier.

- d. If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the “Termination for Convenience” paragraph of this Agreement.
 - e. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
8. **TERMINATION FOR CONVENIENCE:** The City may at any time by written notice terminate all or any part of this Agreement for the City’s convenience. If this Agreement is terminated, in whole or in part, for the City’s convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor’s failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
9. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City’s direction.
10. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the “City Indemnitees”) from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including

reasonable attorney's fees and costs), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with this Agreement. Contractor expressly understands and agrees that any bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City Indemnitees as provided herein. To the fullest extent per law, Contractor, its sureties, and its insurers waive any right of subrogation against the City Indemnitees. These obligations shall survive termination.

11. RISK MANAGEMENT REQUIREMENTS: The Contractor shall abide by the City's applicable Risk Management Requirements (Exhibit C) and hereby incorporate them into this Agreement.

12. STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS

- a. Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
- b. Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Work required by this Agreement.
- c. Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Work to be provided by Contractor hereunder or which in any manner affect this Agreement.

13. SUPERVISION OF WORK: Contractor shall be solely responsible for and shall supervise and direct all Work under this Agreement. Contractor shall provide competent and suitable personnel to perform the Work and shall at all times maintain good discipline and order at the Property. Contractor will at all times take all reasonable precautions for the safety of its employees and the public at the Property. Contractor agrees to assume full responsibility for the acts, negligence, and/or omissions of its employees and any subcontractors and their employees.

14. CHANGE ORDERS: The City reserves the right to order changes to the Work in the nature of additions, deletions or modifications, without invalidating this Agreement, and

agrees to make corresponding adjustments in the contract price and time of termination if applicable. All changes will be authorized in a written "Change Order" signed by the City and Contractor, which shall be incorporated by reference herein.

- 15. OTHER CONTRACTORS:** The City reserves the right to enter into other contracts in connection with the Work. The Contractor shall cooperate with all other contractors so that their work shall not be impeded and shall give them access to the property as necessary to perform their contracts.
- 16. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("E-Verify"). The Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on Exhibit D, attached hereto and incorporated herein.
- 17. THE CITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.
- 18. WORK ON THE CITY'S DESIGNATED PREMISES:** In the event that the Contractor, employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor's team members shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's team members, employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of the City. The Contractor and any subcontractors used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Performer(s) and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability

Insurance covering accidents to their employees. The Performer(s) and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Performer(s) and any subcontractor on account of accidents arising out of the operations of the Performer(s) or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Performer(s) shall furnish to the City certificates from d's insurers showing such coverage in effect and agreeing to give the City thirty (30) days prior written notice of cancellation of the coverage.

19. CONFLICTS OF INTEREST: Contractor warrants and represents that:

- a. The Work to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing.
- b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of the Work hereunder.

20. CONFIDENTIAL INFORMATION: Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.

21. ASSIGNMENT AND SUBCONTRACTING: The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all the Contractor's obligations under the warranty provisions of this Agreement.

22. **ATTORNEYS' FEES:** Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

23. **GOVERNING LAW AND CONSENT TO JURISDICTION:** This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

24. **NOTICES:** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hard, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

City Manager
City of Clarkson
1055 Rowland Street
Clarkston, Georgia 30021

With copies to:

City Attorney
Wilson, Morton & Downs
125 Clairemont Ave, Ste 420
Decatur, GA 30030

If to the Contractor:

IKON Filmworks, LLC
4496 Bellwood Cir
College Park, GA 30349

25. **NON-WAIVER:** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.

26. **SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

27. **INTERPRETATION:** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of

law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

28. **AMENDMENTS:** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
29. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.
30. **ENTIRE AGREEMENT:** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.
31. **CAPTIONS:** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.
32. **CALCULATION OF TIME PERIODS:** Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

IN WITNESS WHEREOF, said parties have hereunto set their seals and caused this Agreement to be executed and delivered by their duly authorized representatives the day and year written below.

SO AGREED, effective upon the date first set forth above:

CITY OF CLARKSTON

CONTRACTOR

City of Clarkston
1055 Rowland Street
Clarkston, GA 30021

IKON Filmworks, LLC
4496 Bellwood Cir
College Park, GA 30349

Beverly H. Burks, Mayor

Name &
Title

BY
(sign)

Date

Contractors
License No.

Approved as to form: Stephen Quinn, City Attorney

EXHIBIT A

SCOPE of WORK

The purpose of this Request for Proposal (RFP) is to identify and select a vendor to provide video production services for designated City of Clarkston council and work session meetings, beginning October 1, 2024.

The City is requesting the awardee provide the personnel and equipment needed to complete the video production services. The selected video services provider will be responsible for streaming and/or recording for various social media platforms (e.g., TikTok, Twitter, LinkedIn, Instagram, YouTube, Facebook) and our City's website.

SPECIFICATIONS & REQUIREMENTS

- A. Bid prices shall be inclusive of all costs related to the provision of video production services (staff, vehicles, set up, tear down, equipment, etc.).
- B. The Contractor shall exhibit proper decorum and act in a professional manner during all times of service to the City of Clarkston.
- C. The Contractor may not smoke or drink alcoholic beverages while providing services to the City that are outlined in this RFP.
- D. The Contractor and/or team shall be dress appropriately, without any rips and/or any tears in clothing at each meeting.
- E. The Contractor for services, if awarded, shall be for a period to be determined any and all financial obligations of the City under the proposed contract are conditional as they relate to a yearly appropriation.
- F. The City Clerk's office will be the Contractor's main contact (i.e. City Clerk), communication may be point with multiple City staff members depending on the meeting(s).
- G. The successful Offeror shall not employ any subcontractor to fulfill any of the duties herein specified (including for planned or unplanned vacation or sick time) without express, prior written approval of the City.
- H. It shall be the Offeror's responsibility to have the proper equipment necessary for these services. Submit a complete list of equipment with the bid submittal. This equipment will need to interface with the meeting venues' existing equipment and setup.
- I. The Contractor must be able to operate and support all video and audio recording equipment.
- J. The Contractor may be required to communicate and coordinate repairs and network changes with the City's information technology vendors.
- K. The Contractor shall meet any and all established deadlines for projects.
- L. The Contractor shall provide creative and professional guidance to ensure a high-quality product is produced during each shoot.

MEETING SCHEDULE

Work session meetings of the City Council shall be held on the last Tuesday of each month, beginning at 7:00 pm (EST) and the regular monthly meetings of the City Council shall be held on the first Tuesday of each month, beginning at 7:00 pm (EST) at Clarkston City Hall and/or

other locations. In addition, the awardee shall be ready to provide services for the entirety of all/any Special Called City Council Meeting at Clarkston City Hall and/or other locations. However, meeting dates, times, and location(s) are subject to change.

Meetings typically run from one to two hours; however, the length can vary. Setup and take-down time would be in addition to the actual meeting run times. Services will be utilized for these (approved) and all and any Special Called City Council Meeting scheduled meetings. City of Clarkston meetings may be canceled or rescheduled by the council and reconvened as may be useful and appropriate under the circumstances presented.

VIDEO EQUIPMENT LIST

Submit a compare tote list of equipment to be provided and utilized for video production services for the meetings to be held at Clarkston City Hall and other locations requested.

This should include the following:

- A. Up to thirteen (13) microphones for each meeting to be utilized by the mayor, council members, city manager, city attorney, plus microphone for audience/public comments, on an as needed basis.
- B. Camera(s) to capture entire board/committee meeting (no editing or changing camera angles, to preserve transparency; recording should capture meeting as audience/viewer would see the meeting).
- C. Capability for member(s) and public to join the meeting by a virtual platform (i.e. Zoom, Teams, Cisco) and be included in video/audio recording.
- D. Capability to livestream the meetings.
- E. Audio system to amplify microphones and to capture audio recording of proceedings.
- F. Recording equipment to produce downloadable/up loadable video/audio files (MP4 format or similar for uploading).

ADDITIONAL INFORMATION

- A. Bid prices shall be firm for the designated period for video production services.
- B. The Offeror must demonstrate that they have the skill, capacity, and ability to provide full video production services, including but not limited to providing necessary audio and video equipment for the meeting venue(s), video recording, and providing appropriate staff to cover all meetings.
- C. The Offeror must provide brief description of personnel qualifications.
- D. The Offeror's references must include other municipalities these services past and currently provided.
- E. The Offeror must provide a brief description of experience performing these services.
- F. The Offeror must provide the necessary services to format the videos for uploading to YouTube and other social media or online channels as applicable.
- G. The Offeror agrees that all videos, images, and data become the property of the City.
- H. The City shall not be liable for any costs incurred by bidders in responding to this RFP, preparing, or completing the proposal package, or for the performance evaluation, if

required, and shall in no way assume any other liability of bidders in responding to this RFP.

- I. This is a readvertisement of bid solicitation RFP – PUBLIC MEETING VIDEO RECORDING & RELATED SERVICES – 073024 that was canceled August 6, 2024.

ADDENDUMS

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 1)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 2)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 3)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 4)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 5)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 6)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 7)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 8)

EXHIBIT B
CONTRACTOR'S COST PROPOSAL
(ATTACHED)

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required.

All bonds and insurance coverage must be placed with an insurance company approved by the City, admitted doing business in the State of Georgia, and rated Secure (“A±” or better) by AM Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poor’s (S&P) Insurance Ratings, latest edition as Secure (“BBB” or better). Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

Worker’s Compensation	-	In accordance with O.C.G.A. Title 34, Chapter 9, as amended
Business Auto Policy	-	Not less than \$500,000.00
Commercial General Liability	-	Minimum \$1,000,000.00/claim \$2,000,000.00/occurrence for Personal Injury, Bodily Injury, and Property Damage Liability
Professional Liability	-	Not less than \$1,000,000.00/occurrence

EXHIBIT D
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
(ATTACHED)



PRE-PROPOSAL CONFERENCE SIGN-IN LIST
RFP - PUBLIC MEETING VIDEO RECORDING
SERVICES - 090424
August 22, 2024 @ 10:00 am

Facilitators:
Willis Moody, Purchase Consultant
Keisha Dixon, Assistant to Interim City Manager

Company Name: Vuerz, LLC

Contact: Rolando Nooks

Contact Phone: [REDACTED]

Email Address: info@vuerz.com

Company Name: SD Production Group

Contact: Steve Darrell

Contact Phone: [REDACTED]

Email Address: steve@sdproductiongroup.com

Company Name: Fueled by DOPENESS

Contact: Jerrold Capelano

Contact Phone: [REDACTED]

Email Address: Jay@fxdopeness.com



PRE-PROPOSAL CONFERENCE SIGN-IN LIST
RFP - PUBLIC MEETING VIDEO RECORDING
SERVICES - 090424
August 22, 2024 @ 10:00 am

Facilitators:
Willis Moody, Purchase Consultant
Keisha Dixon, Assistant to Interim City Manager

Company Name: Pro VIDEO TALENT

Contact: Donna Davis Ballard

Contact Phone: [REDACTED]

Email Address: Donna@ProVIDEOTALENT.COM

Company Name: Ikon Filmworks

Contact: James Hammond

Contact Phone: [REDACTED]

Email Address: Jhammond@ikonfilmworks.com

Company Name: Healthy Healed and Whole LLC

Contact: Amanda Tate

Contact Phone: [REDACTED]

Email Address: hhw.clientservice@gmail.com



PRE-PROPOSAL CONFERENCE SIGN-IN LIST
RFP - PUBLIC MEETING VIDEO RECORDING
SERVICES - 090424
August 22, 2024 @ 10:00 am

Facilitators:
Willis Moody, Purchase Consultant
Keisha Dixon, Assistant to Interim City Manager

Company Name: Omnific Media & Production

Contact: K'Donya Smith-Brown

Contact Phone: [REDACTED]

Email Address: Kdonya.smithbrown@omnificmediapro.com

Company Name: TPHILMS

Contact: Terrell Pinckney

Contact Phone: [REDACTED]

Email Address: Terrell@Tphilms.net

Company Name: Envision Gold Media

Contact: Amiya Johnson

Contact Phone: [REDACTED]

Email Address: ~~amiya@j~~ amiya@envisiongoldmedia.com



PRE-PROPOSAL CONFERENCE SIGN-IN LIST
RFP - PUBLIC MEETING VIDEO RECORDING
SERVICES - 090424
August 22, 2024 @ 10:00 am

Facilitators:
Willis Moody, Purchase Consultant
Keisha Dixon, Assistant to Interim City Manager

Company Name: EVENT Production Services

Contact: Scott Whitfield

Contact Phone: [REDACTED]

Email Address: scott@eventproductionservices,group

Company Name: Dream Factory

Contact: Art Jones

Contact Phone: [REDACTED]

Email Address: art@dreamfactoryme.com

Company Name: _____

Contact: _____

Contact Phone: _____

Email Address: _____

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES - 090424
Bid Solicitation Evaluations

Offeror	Prior AV services with government agencies	Organization, size, and structure of Offeror's firm	Firm's Qualifications and Experience	Proposed Approach and Methodology	Cost Proposal	References and Past Performance	Total Score	Ranked
Ikon Filmworks	28	10	63	22	37	8	168	1
SD Production Group	20	10	38	20	27	10	125	3
VUERZ	0	13	30	20	14	2	79	4
Omnific Media and Production	6	15	42	45	25	12	145	2
Healthy Healed & Whole	0	10	25	15	19	1	70	6
Pro Video Talent	13	10	13	15	12	13	76	5

Evaluation Score per Offeror

Offeror: Ikon Filmworks

Evaluator - JT	8	0	18	0	10	8	44
Evaluator - LT	10	0	20	0	12	0	42
Evaluator - MD	10	10	25	22	15	0	82

Offeror: SD Production Group

Evaluator - JT	3	0	3	0	4	0	10
Evaluator - LT	7	0	15	0	8	0	30
Evaluator - MD	10	10	20	20	15	10	85

Offeror: VUERZ

Evaluator - JT	0	0	0	0	2	2	4
Evaluator - LT	0	8	15	0	0	0	23
Evaluator - MD	0	5	15	20	12	0	52

Offeror: Omnific Media and Production

Evaluator - JT	0	0	5	5	2	2	14
Evaluator - LT	1	5	15	20	8	0	49
Evaluator - MD	5	10	22	20	15	10	82

Offeror: Healthy Healed & Whole

Evaluator - JT	0	0	0	0	2	1	3
Evaluator - LT	0	0	10	0	7	0	17
Evaluator - MD	0	10	15	15	10	0	50

Offeror: Pro Video Talent

Evaluator - JT	3	0	3	0	2	3	11
Evaluator - LT	5	0	5	0	5	0	15
Evaluator - MD	5	10	5	15	5	10	50



ADVERTISEMENT for CONTRACTUAL SERVICE

RFP – PUBLIC MEETING VIDEO RECORDING SERVICES - 090424

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

No pre-proposal meeting will be conducted.

Proposals will be received no later than Wednesday, September 4, 2024, at 9:30 am (EST). Proposals received after the above date and time or in any other location will not be considered.

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

Timeline

Question, Answer and Clarification Deadline	Aug. 27, 2024	12:00 pm (EST)
All/Any Addendum(s) published to City’s website no later than	Aug. 30, 2024	4:00 pm (EST)
BidNet Direct Received Proposals Opened	Sept. 4, 2024	9:45 am (EST)

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

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

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

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

In-person, fax, emailed or late proposals will not accepted.



BID INFORMATION

SCOPE OF WORK

PURPOSE

The City of Clarkston (“City”) is seeking proposals from qualified firms to provide public meeting video recording & related services. Service includes, but is not limited to, a company that can film and finalize content, including, but is not limited to, live stream video and recording of the City’s Mayor and Council workshops, meetings, and special meetings.

The awardee may, on occasion, be requested to provide video production services for other events not listed below.

SCOPE of WORK

The purpose of this Request for Proposal (RFP) is to identify and select a vendor to provide video production services for designated City of Clarkston council and work session meetings, beginning October 1, 2024.

The City is requesting the awardee provide the personnel and equipment needed to complete the video production services. The selected video services provider will be responsible for streaming and/or recording for various social media platforms (e.g., TikTok, Twitter, LinkedIn, Instagram, YouTube, Facebook) and our City’s website.

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ADDITIONAL INFORMATION

- A. Bid prices shall be firm for the designated period for video production services.
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- E. The Offeror must provide a brief description of experience performing these services.
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- G. The Offeror agrees that all videos, images, and data become the property of the City.
- H. The City shall not be liable for any costs incurred by bidders in responding to this RFP, preparing, or completing the proposal package, or for the performance evaluation, if required, and shall in no way assume any other liability of bidders in responding to this RFP.
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ADVERTISEMENT for CONTRACTUAL SERVICE

RFP – PUBLIC MEETING VIDEO RECORDING SERVICES - 090424

ADDENDUM No. 4

OWNER'S BID PROPOSAL FORM

OWNER: City of Clarkston
1055 Rowland Street
Clarkston, GA 30021

PROJECT: Public Meeting Video Recording Services

DATE: August 13, 2024

BID #090424 is hereby revised as instructed throughout attached ADDENDUM No. 4.

This Addendum forms a part of the contract documents and modifies the original bid documents. The following items shall take precedence over the originally published bid documents for the above-named project and shall become a part of the contract documents.

Mandatory On-site Visit, scheduled for 10:00 am, on August 22, 2024, at the Municipal Court of Clarkston | 3921 Church Street | Clarkston, GA | 30021.



CITY OF CLARKSTON

ITEM NO: 8C

CITY COUNCIL WORK SESSION

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: NOVEMBER 7, 2024

SUBJECT: To consider approving the annual insurance premium payment to the Lexington Insurance in the amount of \$41,756 for the city’s leased office space located at 736 Park North Blvd to be funded out of the General Fund

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
PAGES:

PRESENTER CONTACT INFO: Dr. Dwight L. Baker
PHONE NUMBER: 404.824.8135

Purpose: To update Mayor and Council on the status of insurance quotes for coverage, particularly regarding policies that are suitable and financially viable given our needs. Securing this insurance is critical to providing comprehensive risk management for our municipality and ensuring continuity of services. Additionally, we need to obtain Renters Insurance to enable contractors to commence construction in the new office space facility.

Need/Impact: There is a pressing need for insurance coverage that meets specific liability and compliance requirements associated with municipal operations, including the added complexity of Police Department exposure. A lack of suitable insurance options limits our ability to mitigate risks adequately, which could impact operations and potentially increase liability for the municipality. Furthermore, Renters Insurance is necessary to initiate construction activities in the new office space, making it an immediate priority to meet project timelines.

Current Status and Market Feedback: Several insurance providers have reviewed our request, with feedback primarily reflecting challenges associated with municipal risk categories and Police Department exposure. Below is a summary of the responses received from each market:

- MUSIC Insurance – Declined due to Police Department exposure.
- Maxum – Declined due to both the Municipality class of business and Police Department exposure.
- Atlantic Casualty – Declined due to Municipality class of business.
- Northfield – Declined due to Municipality class of business and Police Department exposure.
- Nationwide – Declined due to Municipality class of business; property coverage only available pending building information.
- Genstar – Declined due to Municipality class of business.
- Pen America – Declined due to Municipality class of business.
- Nautilus – Declined due to Municipality class of business and Police Department exposure.

- Travelers Insurance – Declined due to Municipality class of business.
- Cincinnati Insurance Company – Declined due to Municipality class of business.
- Kinsale Insurance Company – Declined.
- Westchester – Willing to provide coverage, but indicated a minimum premium of \$50,000 for this type of exposure.
- Aspen – Willing to provide coverage, but similarly indicated a minimum premium of \$50,000 for this type of exposure.

Lexington Insurance has expressed flexibility by agreeing to waive their policy fee, although the inspection fee remains mandatory. They require a property inspection to ensure compliance with all safety and building standards.

Lexington Quoted Premium:

GL: \$26,156

Excess: \$15,600

Total: \$41,756

The GL and Excess policy can be cancelled at a 25% minimum earned premium. The Inspection Fee would be 100% earned and there would not be a return premium on this fee.

Recommendation: It is recommended that we move forward with the Lexington Insurance quote at a premium of \$41,756.00, with the understanding that this policy can be canceled if we secure alternative coverage at a more competitive rate. This approach allows us to expedite the process of obtaining Renters Insurance, which is essential for contractors to begin construction work in the new facility without delay.

By proceeding with Lexington's policy, we ensure that immediate insurance needs are met, allowing project timelines to remain on track. Additionally, we can continue exploring other market options to secure more favorable terms if they become available, providing flexibility in managing our insurance coverage while supporting project requirements.



Proposal of Insurance

City of Clarkston

**General Liability
Excess Liability**

2024-2025





POLICY SPECIFICATIONS – GENERAL LIABILITY

Named Insured City of Clarkston
Mailing Address 1055 Rowland St Clarkston, GA 30021
 October 10, 2024 to 2025
Policy Term
Annual Premium: \$25,000.00
Policy Fee: \$ 350.00
Inspection Fee: \$ 150.00
Surplus Lines Tax: \$ 1,020.00
Total: **\$26,520.00**
 *Optional Coverage:
 \$1,250 TRIA + \$50 Surplus Lines Tax = \$1,300 (Terrorism)

Insurer(s)	Share %	AM Best Rating
Lexington Insurance Company	100.00%	A (XV)

COVERAGE & LIMITS

General Liability	
Limit	Coverage
\$1,000,000	Each Occurrence Limit
\$2,000,000	Products - Completed Operations Aggregate Limit
\$2,000,000	Aggregate Limit
\$1,000,000	Personal / Advertising Injury Aggregate Limit
\$ 100,000	Fire Damage Limit Any One Fire
\$ 5,000	Medical Expense Limit Any One Person
Not Covered	Professional
	Subject to \$1,000 deductible

Covered Location Information

Location	Address
P1/B1	736 Park N Blvd, CLARKSTON, GA 30021

Class Codes

Location	Class Code	Description	Exposure Basis	Rate
P1/B1	61224 (61224)	Buildings or Premises - bank or office - premises occupied by employees of the Insured	27,510 Area	Prem/Ops Rate = 908.776

KEY COVERAGE AMENDMENTS

CG2116 (07/98) Exclusion - Designated Professional Services

Description of Professional Services - row 1a : Any and all professional services

CG2144 (07/98) Limitation of Coverage to Designated Premises or Project

Designated Premises - row 1 : 736 Park North Blvd, Suite 120

CG2154 (01/96) Exclusion - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program

Description and Location of Operations - row 1 : Any and all projects covered under a wrap-up policy (Owners
Description and Location of Operations - row 2 : Controlled Insurance Program [OCIP] or Contractor Controlled
Description and Location of Operations - row 3 : Insurance Program [CCIP])

WW168 (06/12) Cancellation And Premium Audit Changes

Minimum and Deposit Premium % : 100 - All Fees are 100% Earned at binding

WW183 (05/12) Minimum-Earned Premium

% : 25

The following endorsements will be attached to the policy:

CG0001	04/13	Commercial General Liability Coverage Form
CG2107	05/14	Exclusion-Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included
CG2111	06/15	Exclusion - Unmanned Aircraft (Coverage B Only)
CG2116	07/98	Exclusion - Designated Professional Services
CG2136	03/05	Exclusion - New Entities
CG2144	07/98	Limitation of Coverage to Designated Premises or Project
CG2150	04/13	Amendment of Liquor Liability Exclusion
CG2154	01/96	Exclusion - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program
CG2165	12/04	Total Pollution Exclusion With Building Heating
CG2426	04/13	Amendment of Insured Contract Definition
CG4010	12/19	Exclusion - Cross Suits Liability
IL0017	11/98	Common Policy Conditions
LB0001	03/22	Indiana Amendatory Endorsement (Definition of Pollutants)
LB0006	03/20	Deductible Endorsement (Per Occurrence and Offense)
LB0007	02/22	Per- and Polyfluoroalkyl Substances (PFAS) Exclusion Endorsement
LB0033	03/22	Additional Exclusions and Conditions Endorsement (Commercial General Liability)
LB0037	04/22	Definition of Occurrence Amendatory Endorsement
NTCFR01	10/21	Notice to Policyholders Fraud Notice
WW168	06/12	Cancellation And Premium Audit Changes
WW183	05/12	Minimum-Earned Premium
WW192B	11/19	Premium Basis Endorsement
WW230	01/21	Common Policy Declarations
WW232	01/12	Commercial Liability Coverage Part Declarations
WW424	09/10	Exclusion of Nuclear, Biological and Chemical Injury or Damage
WW456	01/12	Commercial General Liability Amendatory Endorsement
WW497	01/21	Notice - Claim Reporting
WW505	11/19	Anti-Stacking of Limits Endorsement
WW529	11/21	Communicable Disease Exclusion
WW531	08/13	Economic Sanctions Endorsement
WW534	08/23	Amendment of Employers Liability Exclusion
WW421	11/13	Waiver of Transfer of Rights of Recovery Against Others to Us

If the insured accepts Certified Acts of Terrorism Coverage for General Liability and pays the appropriate premium the following endorsements apply:

TRIA 0003 - EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

If the insured rejects Certified Acts of Terrorism Coverage for General Liability and does not pay the appropriate premium the following endorsements apply:

TRIA 0004 - EXCLUSION OF CERTIFIED ACTS OF TERRORISM

Subjectivities - All Required Prior to Binding

- Currently signed and dated Acord 125 & 126 and supplemental app (Applications should be fully completed to reflect the Insured's true exposures at binding, and must include the Insured's inspection and audit contact person's name, phone number & email addresses)
- Per the inspection fee listed, Lexington Insurance Company is responsible for ordering the required inspection within 30 days of binding coverage. Please advise the insured that if coverage is bound, they will be contacted by the inspection company Preferred Reports to perform an inspection on behalf of Lexington Insurance Company.
- The attached 'NOTICE OF TERRORISM INSURANCE COVERAGE' must be completed and signed by the insured. No coverage may be bound without this completed and signed notice.



POLICY SPECIFICATIONS – EXCESS LIABILITY

Named Insured City of Clarkston

Mailing Address 1055 Rowland St
Clarkston, GA 30021

Policy Term October 10, 2024 to October 10, 2025

Annual Premium: \$15,000.00
Policy Fee: \$ 350.00
Surplus Lines Tax: \$ 614.00
Total: **\$15,964.00**

*Optional Coverage:
 \$750 TRIA + \$30 Surplus Lines Tax = \$780 (Terrorism)

Insurer(s)	Share %	AM Best Rating
Lexington Insurance Company	100.00%	A (XV)

COVERAGE & LIMITS

Excess Liability	
Limit	Coverage
\$2,000,000	Each Occurrence Limit
\$2,000,000	Products - Completed Operations Aggregate Limit
\$2,000,000	Aggregate Limit

Underlying Insurance Coverage	
Limit	Coverage
\$1,000,000	Each Occurrence Limit
\$2,000,000	Products - Completed Operations Aggregate Limit
\$2,000,000	Aggregate Limit
\$1,000,000	Personal / Advertising Injury Aggregate Limit

Covered Location Information

Location	Address
P1/B1	736 Park N Blvd, CLARKSTON, GA 30021

Subject to the following Endorsements:

GLX0001 09/23 Follow Form Excess Liability Policy (Dual Trigger Version)
GLX0003 09/23 Lexington Insurance Company Follow Form Excess Liability Policy Declarations
(Dual Trigger Version)
GLX0004 09/23 Schedule of Underlying Insurance
GLX0006 09/23 Minimum Earned Premium Endorsement - 25%, All Fees 100% Earned at Inception
GLX0008 09/23 Service Of Suit Endorsement
GLX0009 09/23 Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data
Related Liability Endorsement
GLX0013 09/23 Notice - Claim Reporting
GLX0016 09/23 Punitive Or Exemplary Damages Exclusion Endorsement
GLX0083 09/23 New York Exclusion - Ongoing Operations and Products - Completed Operations
Hazard
GLX0109 09/23 Exclusion of Nuclear, Biological and Chemical Injury or Damage
GLX0111 09/23 Per - And Polyfluoroalkyl Substances (PFAS) Exclusion Endorsement
GLX0135 01/24 No Fault Uninsured Motorists, Personal Injury Protection Exclusion with Exception
ILP001 01/04 U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory
NTCFR01 10/21 Notice to Policyholders Fraud Notice

If the insured accepts Certified Acts of Terrorism Coverage for General Liability, Auto Liability and pays the appropriate premium the following endorsements apply:

GLX0105 - EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP
ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
GLX0108 - EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

If the insured rejects Certified Acts of Terrorism Coverage for General Liability, Auto Liability and does not pay the appropriate premium the following endorsements apply:

GLX0110 - TOTAL TERRORISM EXCLUSION ENDORSEMENT

Subjectivities - All Required Prior to Binding

- Currently signed and dated Acord 125 & 131 (Applications should be fully completed to reflect the Insured's true exposures at binding)
- Currently signed and dated supplemental application
- The attached 'NOTICE OF TERRORISM INSURANCE COVERAGE' must be completed and signed by the insured. No coverage may be bound without this completed and signed notice.

AM Best Rating Services

Lexington Insurance Company

BestLink 

AMB #: 002350 NAIC #: 19437 FEIN #: 251149494

Mailing Address

99 High Street, 23Rd Floor
Boston, Massachusetts 02110

[United States](#)

Web: www.aig.com

Phone: 617-330-1100

[View Additional Address Information](#)

AM Best Rating Unit: [AMB #: 058702 - American International Group, Inc.](#)

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



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Based on AM Best's analysis, [058702 - American International Group, Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	January 26, 2024
Initial Rating Date:	June 30, 1966

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	January 26, 2024
Initial Rating Date:	April 06, 2005

Financial Size Category View Definition

Financial Size Category: XV (Greater than or Equal to USD 2.00 Billion)

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Associate Director : Raymond Thomson, CPCU, ARe, ARM

Director: Erik Miller

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Upgrades Issuer Credit Ratings for American International Group, Inc. and Its Property/Casualty Subsidiaries](#)

January 26, 2024

View AM Best's [Rating Review Form](#)

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 1966.

Financial Strength Rating

Effective Date	Rating
January 26, 2024	A
December 16, 2022	A
October 07, 2021	A
August 19, 2020	A
July 12, 2019	A

Long-Term Issuer Credit Rating

Effective Date	Rating
January 26, 2024	a+
December 16, 2022	a
October 07, 2021	a
August 19, 2020	a
July 12, 2019	a

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [058702 - American International Group, Inc.](#)



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



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Press Releases

<u>Date</u>	<u>Title</u>
Jan 26, 2024	AM Best Upgrades Issuer Credit Ratings for American International Group, Inc. and Its Property/Casualty Subsidiaries
Dec 16, 2022	AM Best Revises Issuer Credit Rating Outlook to Positive for American International Group, Inc. and Its P/C Subsidiaries
Oct 07, 2021	AM Best Affirms Credit Ratings of American International Group, Inc. and Its Subsidiaries
Aug 19, 2020	AM Best Affirms Credit Ratings of American International Group, Inc. and Most Subsidiaries; Downgrades ICRs of L/H Subsidiaries
Jul 12, 2019	AM Best Affirms Credit Ratings of American International Group, Inc. and Most Subsidiaries
Jun 20, 2018	A.M. Best Affirms Credit Ratings of American International Group, Inc. and Certain Subsidiaries
May 23, 2017	A.M. Best Removes From Under Review With Negative Implications and Affirms Credit Ratings of AIG and Its Subsidiaries

Page size: 10 22 items in 3 pages

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- **Expense Allowances or Reimbursements** from insurance companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable us to provide more efficient service and competitive terms to those clients for whom we consider the use of such facilities appropriate.
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MARKET SECURITY REVIEW

McGriff has established and continues to maintain an internal “Market Security Review Group” composed of senior management representatives from the Finance, Marketing, Wholesale, and Administrative Divisions of the company. This Group’s purpose is to develop and implement a policy, procedure, and standard for the review of financial security of all insurers, intermediaries, and associations used by McGriff.

This Group meets periodically to review the current listing of all companies, intermediaries, and associations that are actively used by McGriff. It will also act on any pending requests received to have new providers activated, and to inactivate any providers that do not meet current McGriff standards.

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History – A.M. Best Company was incorporated in 1899 as the first rating agency in the world to offer reliable information on the financial condition of U.S. insurance companies. The **Best’s Rating Guide** was first published in 1900, and has since become a cornerstone of the security review process by continuously evaluating the financial integrity of over 4,100 insurance companies. In 1984, the first edition of the **Best’s International Rating Guide** was published, reporting on the claims-paying ability of over 950 international insurers.

The information used by Best’s to rate insurance carriers is provided by the companies themselves as a part of their normal filings with the National Association of Insurance Commissioners, those states in which the company is licensed, the SEC and/or with its shareholders. Rating reviews are performed annually on each insurance company and on an interim basis as conditions dictate.

PROVIDER SECURITY STANDARDS (Con't.)

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- Profitability
- Quality of Reinsurance Program
- Quality and Diversification of Assets
- Adequacy of Policy Loss Reserves
- Capital Structure
- Spread of Risk
- Leverage/Capitalization
- Liquidity
- Adequacy of Policyholder's Surplus
- Management Experience and Objectives

A.M. BEST'S RATINGS

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1. (P&C & Surety Standards) **Demotech Financial Stability Rating** of "A, Exceptional For foreign insurers whose rating is not tracked by AM Best, other internationally recognized rating organizations will be used. (EB & Life) **Demotech Financial Stability Rating** of "A, Exceptional.
2. (P&C and Surety Standards): **ALIRT** score of 50 with six (6) or fewer flags. For foreign insurers whose rating is not tracked by AM Best, other internationally recognized rating organizations will be used. (EB & Life Standards) **ALIRT** score of 35 with five (5) or fewer flags.

The Provider ratings for carriers used in placing your insurance program:

INSURER	COVERAGE	PROVIDER RATING	NON-ADMITTED Y/N



CITY OF CLARKSTON

ITEM NO: 8D

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE: Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Approval

MEETING DATE: NOVEMBER 7, 2024

SUBJECT: To Consider Professional Engineering Services for the development of Design/Construction Plans and Permitting for the SPLOST II “bond-funded” Norman Road Dam Reconstruction Project.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 1

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

PURPOSE: To obtain approval to commence with the SPLOST II bond-funded “Norman Road Design/Construction Plan Development and Permitting” project – Phase I.

NEED/ IMPACT: The safety deficiencies that exist at the Norman Road dam at Clarkston Lakes necessitates moving forward with PH I of the project which begins with the procurement of a civil engineering firm to develop design and construction plans.

RECOMMENDATION: The City Engineer has identified on-going deteriorating conditions of the Norman Road dam as determined through various reconnaissance site visits and geotechnical reports and investigations. Additionally, the City Engineer undertook a site reconnaissance on September 27, 2024 and prepared a “Report of Findings – Hurricane Helene Damage Assessment of Norman Road Dam” dated September 30, 2024. The report summarizes the damage to the dam and recommendations for repair.

The City Engineer and Public Works staff recommend the following next steps for PH I:

- Prepare scope of work for engineering design and construction plan development that includes satisfying all regulatory permitting requirements. Scope of work will also include a minimum of two (2) public meetings, development of a minimum of two reconstruction alternative approaches and a Probable Cost of Construction Cost for each.
Begin advertising for professional engineering services before the end of January 2025.
Selection of professional civil engineering services will be “qualified-based” where the cost will be a component, not the only consideration, in the selection process.

Upon completion of Phase I tasks, the City Engineer and Public Works staff will work with the city manager and council to identify funding availability and scheduling for Phase II – Construction Improvements.



September 30th, 2024

REPORT OF FINDINGS

HURRICANE HELENE IMPACTS TO NORMAN ROAD DAM

Subject: Site Investigation – Visual Observations
Norman Road Dam

Date of Site Visit: 9-10:30 AM & 2-3 PM; Friday; September 27th, 2024

Purpose: Assess Damage and Offer Recommendations for Repair

Site Visit Attendees Marcus Seaton; City of Clarkston Public Works Director
Larry Kaiser, P.E. #18726

Site Assessment Findings

The undersigned offers the following visual observations and potential cause of damages.

Exhibit A provides a **Location Map** depicting the observed dam distresses:

1. On the southwest corner of the downstream embankment slope a “shallow slide” (also known as a slough) was observed. The damage visually appears as a depression on the slope of the embankment where the displaced soils have moved (slid) down the slope. The crest of the “slide” is located approximately 4 feet from the edge of the south side of Norman Road. Refer to Image A. This type of damage is likely associated due to one of the following conditions:
 - (a) Saturated soils from the 6 inches of rain that occurred from September 25th to September 27th, resulted in a loss of strength of the embankment soils, in combination with an existing overly steep downstream embankment slope, or
 - (b) The dam was breached with water overtopping the road and curb on the south side which resulted in erosion of the downstream embankment slope, or
 - (c) Storm water runoff along the curb and gutter on the south side of Norman Road exceeded the height of the curb and transversed across the roadway shoulder to the embankment slope

The most likely cause of the “shallow slide” is scenario (a). The dam was not constructed in accordance with standard engineering or construction standards or specifications when it was built in 1926. As such the soils used in the construction of the earthen dam were not properly compacted. In addition, the downstream slope is at 1H:1V which is overly steep. Dam design

principals require that downstream slopes are a minimum of 2.5 (H):1 (V) (24 degrees) or flatter. The saturated soils from the rainfall event resulted in a loss of strength of the embankment soils; in combination with the steep of 1H:1V or a 45 degree slope, that resulted in the failure.

It should be noted that all the dam downstream slopes are approximately 1H:1V, and likely constructed in the same manner as the failed area, thus are prone to the same failure that is described herein. It was also observed that previous “sides” or sloughs have occurred in the past as evident by the use of stone rip rap and pieces of concrete used on the slope to mitigate/repair these failures.

2. A 50 foot section of decorative safety fence, that runs parallel to the south side of the road and installed 20 + years ago to provide pedestrian safety for those walking on the roadway shoulder, was damaged when the embankment slope failed. Refer to Image F & F-1.
3. The crest of the failed slope is approximately 4 feet from the back of curb on the south side of the road. Without repairs to the slope, it would be expected that the structural integrity of the roadway would be compromised regardless of any rainfall events. Refer to Image F & F-1.
4. Granite retaining wall at the base of the failed downstream slope on the southwest corner of the dam has been displaced and will require reconstruction. This likely occurred when the stream elevation during the stream event topped the wall and eroded the backfill embankment soils. Refer to Image B.
5. The eastern end of the retaining wall on the southeast side of the principal spillway stream channel has collapsed and requires repair. The stream elevation during the stream event washed out the retaining wall base and backfill soils resulting in the wall failure. See Image D
6. The entire retaining wall along the principal spillway stream channel has moved horizontally toward the stream channel. This retaining wall has the high likelihood of failure. See Image D-1 & D-2
7. The fence on the upstream embankment slope was been displaced horizontally and vertically in the direction of the lake. This fence movement is directly associated with settlement of the upstream embankment slope. See Image E & E-1.
8. Small depressions or holes was observed in the roadway shoulder between the crest of the upstream embankment slope and the edge of pavement. A probe rod was used to assist in determining the depth of the depression. Approximately depth of probe was 2 feet. Such depressions are an indication of slope instability. Refer to Image G.
9. Roadway emergency spillway flume has displaced exhibiting horizontal cracking in the concrete allowing water to undermine the flume, Adjoining granite and concrete retaining walls have detached likely due to displacement of the flume. Refer to Image C.
10. The west side of spillway stream channel embankment has eroded is currently within 2 feet of compromising the pier footing for the boardwalk. There is an elevated potential for undermining this footing if any significant rainfall events occur in the future

Site Repair Recommendations

The following are the recommendations to initiate corrective measures to the distressed areas identified above:

- Prepare a scope of work that articulates the required repairs with the understanding that such repairs will only be a temporary solution to the required long-term and holistic dam replacement tasks that will be necessary.
- Scope of work will require lane closures as repairs are undertaken
- Decision required on the options available for obtaining quotes for emergency repairs vs. advertising to-bid for 4 weeks. That decision will determine; (a) how to protect the slough that exists from rainfall events until a contractor is selected; and (b) the frequency and duration of inspections to monitor any changed site conditions
- Once the lake level lowers to its normal pool elevation, seek assistance from Public Works to mow all vegetation flush with the ground on the upstream slope embankment. CIS will then assess the condition on the upstream slope and report back to the City Manager.

Recommendations After Remedial Repairs

The undersigned recommends that City Council and Mayor move forward with directing CIS to prepare a scope of services for engineering services to prepare design and construction plans and all required EPD permitting necessary for various dam replacement options.

The SPLOST II approved project list includes \$300,000 in FY 25 for engineering services for the Norman Road dam Replacement project. Preparing a scope of work and advertising for 4 weeks will allow staff to procure the services of an engineering firm by early 2025.

No construction funding has been allocated in the SPLOST II Bond program. Staff will need to present to the city manager and council various construction funding options as the engineering phase is ongoing.

REPORT PREPARED BY:

Collaborative Infrastructure Services

Lawrence Kaiser, PE; #18726

Lawrence K. Kaiser, PE

ATTACHMENTS: EXHIBIT A

IMAGES A-G

EXHIBIT A

DAM DISTRESS LOCATION MAP

CLARKSTON LAKES

(private)

Decorative safety fence movement detected. Fence alignment shifted with horizontal movement in the direction of the lake. Fence posts leaning - Image E

Holes/depressions on roadway shoulder near top of embankment slope - upstream - Image G

Norman Rd

Norman Rd (City Right-of-Way)

Decorative fence damaged when embankment soils became unstable - Image F

Streambank erosion - Image H

Downstream slope - "shallow slide" - instability of embankment soils. Soils eroded by rainfall event - Image A

Granite retaining damaged - stream flow and elevation eroded foundation and soils behind wall resulting in wall instability - Image D

Granite retaining wall damaged from high water elevation in stream - Image B

Emergency spillway concrete flume damaged overtopping of Norman Road dam during rainfall event damaged flume and allowed water to penetrate under flume. Undermining of flume occurred. Granite retaining wall at flume damaged - Image C

**NORMAN ROAD DAM DAMAGE
HURRICANE HELENE - 9/25 TO 9/27/2024**

100 ft



IMAGE A



IMAGE B

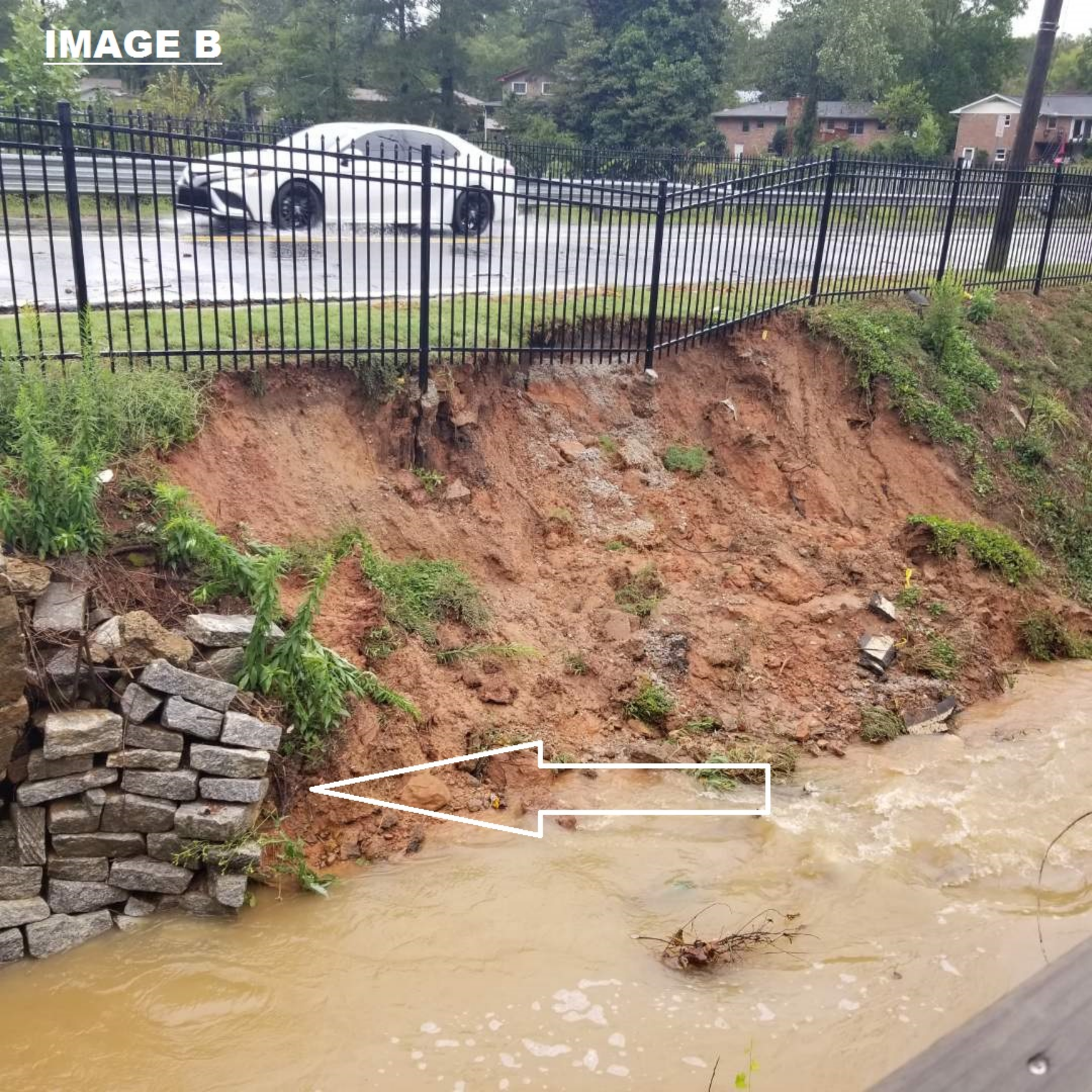


IMAGE C



IMAGE C-1



IMAGE D



IMAGE D-1

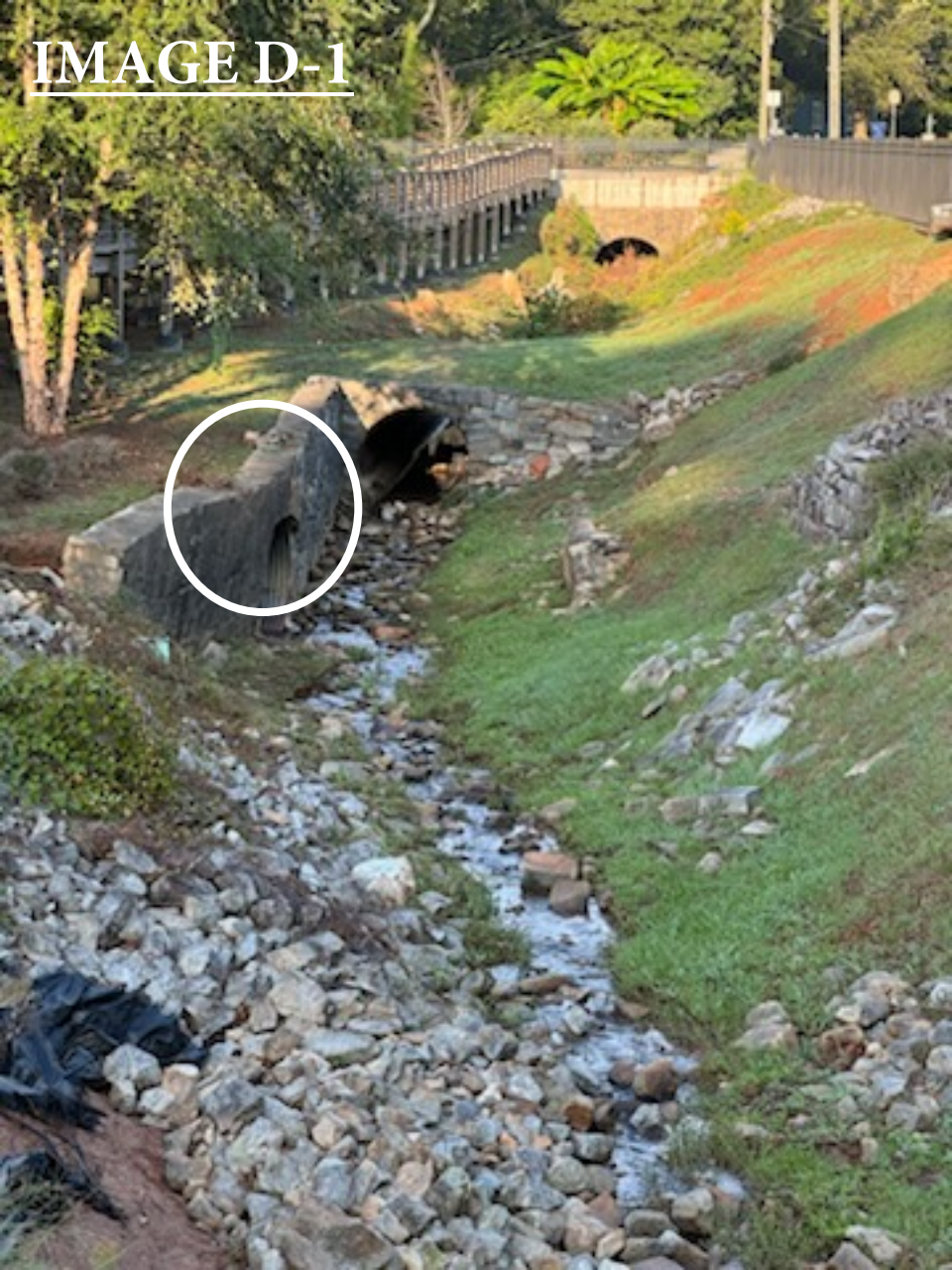


IMAGE D-2



IMAGE E



**Horizontal and vertical
movement of fence**

IMAGE E-1



Fence movement



IMAGE F



IMAGE F-1

IMAGE G





CITY OF CLARKSTON

ITEM NO: 8D

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: NOVEMBER 7, 2024

SUBJECT: To authorize contracting services for repairs to Norman Road dam due to Hurricane Helene.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 16

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

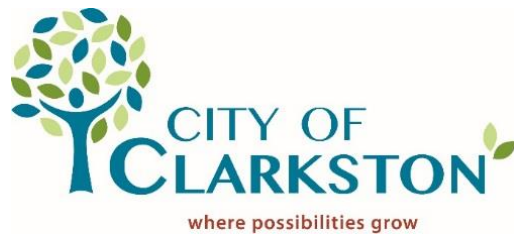
PURPOSE: To obtain approval for contractor services to repair Norman Road dam and associated infrastructure as outlined in the “Report of Findings - Hurricane Helene Impacts to Norman Road dam” dated September 30, 2024.

NEED/ IMPACT: Repairs are necessary to minimize further deterioration to the dam. Repairs are required to the Norman Road pavement, the partially collapsed decorative fence at the top of the downstream slope embankment, the stone retaining wall that has partially collapsed along the spillway downstream channel, the cracking/settlement of the roadway concrete flume and the “sloughing” of the downstream embankment slope. Further movement of soils on the downstream slope will result in negative impacts to the roadway while further compromising the core of the dam.

RECOMMENDATION: The City Engineer identified the safety deficiencies to the Norman Road dam as outlined in the “Report of Findings” and would recommend that the following steps occur to remediate the issues herein:

- Prepare scope of services to provide temporary repairs to the areas identified herein
- Forward the scope of services to Procurement to advertise to-bid
- Recommend the lowest and most qualified bidder and present to city council for approval before the end of the year
- Initiate repairs in January 2025 or sooner

The City Engineer estimates the cost of construction to be on the order of \$125,000 to \$150,000.



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. WED, DEC 25	CHRISTMAS DAY

* THREE FLOATING HOLIDAYS FOR THIS CALENDAR YEAR, TO BE USED BY DEC. 31



CITY OF CLARKSTON

ITEM NO: 8F

CITY COUNCIL WORK SESSION

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: NOVEMBER 7, 2024

SUBJECT: To approve and approve the 2025 Holiday Schedule for the City of Clarkston.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
PAGES:

PRESENTER CONTACT INFO: Dr. Dwight L. Baker
PHONE NUMBER: 404.824.8135

PURPOSE:

To approve the 2025 Holiday Schedule for the City of Clarkston.

NEED/IMPACT:

Approval of the 2025 Holiday Calendar is necessary to ensure clear communication regarding office closures and employee holidays. This schedule aligns with federal holidays and provides employees with set days off, promoting a consistent work-life balance and helping with staff planning.

RECOMMENDATION:

Approve the following 2025 Holiday Calendar for City of Clarkston offices. City offices will be closed on the following dates:

Date	Holiday
Wednesday, January 1	New Year's Day
Monday, January 20	Dr. Martin Luther King, Jr. Day
Monday, February 17	Presidents' Birthday
Friday, April 18	Spring Day
Monday, May 26	Memorial Day
Thursday, June 19	Juneteenth National Independence Day
Friday, July 4	Independence Day
Monday, September 1	Labor Day
Monday, October 13	Indigenous Day
Tuesday, November 11	Veterans Day
Thursday, November 27	Thanksgiving Day
Friday, November 28	Day after Thanksgiving
Thursday, December 25	Christmas Day

Employees will also receive three (3) Floating Holidays for the 2025 calendar year, which must be used by December 31, 2025.

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE THE ADOPTION OF A BUDGET PROPOSED BY THE CITY MANAGER CONTAINING ESTIMATES OF THE PROPOSED REVENUES AND EXPENDITURES OF THE CITY OF CLARKSTON, GEORGIA, AND TO PROVIDE FOR THE LEVY OF TAXES FOR EXPENSES OF SAID CITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025.

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

SECTION 1. That the proposed Fiscal Year 2025 Budget, attached hereto and incorporated herein as a part of this ordinance is hereby adopted as the Budget for the City of Clarkston, Georgia for Fiscal Year 2025, which begins January 1, 2025 and ends on December 31, 2025.

SECTION 2. That the several items of revenues, other financial resources, and source of cash shown in the budget for each fund in the amounts shown anticipated are hereby adopted, and that the several amounts shown in the budget for each fund as proposed expenditures or expenses and uses of cash are hereby appropriated to the departments named in each fund.

SECTION 3. That the "legal level of control" as defined in OCGA §36-81 is set at the departmental level, meaning that the City Manager in the capacity as Budget Officer is authorized to move appropriations from one line item to another within a department, but under circumstances may expenditures or expenses exceed the amount appropriated for a department without a further budget amendment approve by the Mayor and City Council.

SECTION 4. That all appropriations shall lapse at the end of the fiscal year.

SECTION 5. That this ordinance shall be and remain in full force and effect from and after its date of adoption.

SECTION 6. That for the said fiscal year 2025, there are no debt service expenses outstanding for bonds.

SECTION 7. All ordinances or parts of ordinance, inconsistent with this ordinance are hereby repealed.

ADOPTED this 7th day of November, 2024.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk



CITY OF CLARKSTON

ITEM NO: 9B

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: NOVEMBER 7, 2024

SUBJECT: To consider a resolution awarding a contract to AT&T for Internet and Phone services in the amount of \$46,740.00 per year to be funded out of American Rescue Plan Act (ARPA), for one year and General, for four years, funding with an effective date on or after November 18, 2024, for a total period of five (5) years. There is also a one-time fee of \$5,152 for the Network and Office@Hand set up.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Dan Defnall
Finance Director
PHONE NUMBER: 470-952-1824

PURPOSE: To consider a resolution awarding a contract to AT&T for internet and phone services in the amount of \$46,740 per year to be funded out of American Rescue Plan Act (ARPA), for one year, and General, for four years, funding for a total period of five (5) years. There is also a one-time fee of \$5,152 for the Network and Office@Hand set up.

NEED/ IMPACT: The City has the need for new and improved internet connectivity and phone services. We are currently experiencing frequent outages with the current internet service provider, which results in a large amount of downtime for staff. This affects the staff's ability to be responsive to residents, business owners, council and the general public.

This is a comprehensive solution tailored for the City, all conveniently billed through AT&T invoicing, by addressing our needs as follows:

Network: The locations at 3620 Montreal Creek Ct, 1055 Rowland Street, 3867 Norman Road, and 3913 Church Street will be interconnected using leased fiber known as ASEoD (AT&T Switched Ethernet on Demand). The head end at 736 Park North Blvd will provide internet connection for all buildings in this design. In the event of an outage, each building will have the capability to offload internet independently, ensuring redundancy across the sites.

Managed Equipment: Fatpipe will supply the equipment at each site to manage connectivity, establish firewall requirements, and network all sites together. This managed service will streamline the ticketing process for reporting any potential outages or requested changes in the future.

Promotional Credits: This order qualifies for two promotional offers. First, each site will receive a \$1,000 credit by the third month, totaling \$6,000, which will be credited on your internet invoice. Second, the Fatpipe onsite installation and configuration fee, valued at \$5,000, will be waived immediately.

Office@Hand: Office@Hand will serve as the City's cloud-based phone solution, enabling quick implementation of office phones on a secure platform. Provided by AT&T, the phones and service are

designed to integrate seamlessly with the aforementioned network design. Please note that these devices need to be connected via Ethernet cable to establish a dial tone. This service is also eligible for promotions:

- **Offer 1:** Receive a \$70 credit per phone, applied during the 3rd-5th billing cycles, totaling \$1,330.
- **Offer 2:** Enjoy three months of free service, with the credit applied on the 4th bill, totaling \$1,167.

AT&T Phone for Business Advanced: Will be utilized for your pool location. This service will connect separately from our main network over a 5G signal. This ensures that a call can be made at anytime or emergency event. The equipment utilized for this service is called the VAB-1 and has a battery built in for power outage scenarios.

RECOMMENDATION: Staff recommend vendor AT&T for approval to enter into a contract in the amount of \$46,740.00 for this project and should be paid from the American Rescue Act Plan (ARPA), for one year, and General, for four years, funding for a total period of five (5) years as well as the \$5152 one time fee for the Network and Office@Hand set up.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA APPROVING AN AGREEMENT BETWEEN THE CITY OF CLARKSTON AND AT&T FOR INTERNET AND PHONE SERVICES.

* * * * *

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

Section 1. That the City Council approves an agreement between the City of Clarkston and AT&T for internet and phone services in the amount of \$46,740 annually, plus a one-time fee of \$5,152 to be funded out of ARPA Funds for one year and the General Fund for four years, effective on or before November 18, 2024. A copy of said contract is attached to this resolution as “Exhibit A” and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2024.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A



AT&T Business Account Executive
 Peter Rabadi
 Phone: 224.200.6601
 Email: pr958b@att.com

TrendCo: National Sales Director
 Danielle Williamson
 Phone: 954.584.2514
 Email: dw7819@outlook.com

Date:	Expires:
9/5/2024	10/5/2024

Network	Monthly Cost	One-Time Cost	QTY	Term	Total
150MB DIA for Municipality 736 Park North Blvd	\$ 720.00	\$ 150.00	1	36	\$ 720.00
100Mb ASEoD 736 Park North Blvd (Headend)	\$ 440.02	\$ 150.00	1	60	\$ 440.02
50Mb ASEoD 3620 Montreal Creek Ct	\$ 415.02	\$ 150.00	1	60	\$ 415.02
10Mb ASEoD 1055 Rowland Street	\$ 320.00	\$ 150.00	1	60	\$ 320.00
10Mb ASEoD 3867 Norman Road	\$ 320.00	\$ 150.00	1	60	\$ 320.00
10Mb ASEoD 3913 Church Street	\$ 320.00	\$ 150.00	1	60	\$ 320.00
FatPipe Equipment and Management	\$ 835.00	Install and Configuration Waived		60	\$ 835.00
RATE PLAN TOTAL:					\$ 3,370.04

Promotional Offer Available- See Design Details Below	ONE-TIME COST:	\$ 900.00
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AT&T Office@Hand	Monthly Cost	One-Time Cost	Qty	Term	Total
AT&T Office@Hand Seat	\$ 20.51	\$ -	19	36	\$ 389.69
Polytrio 8300 Conference	\$ -	\$ 548.00	3	36	\$ -
Yealink T43U	\$ -	\$ 163.00	16	36	\$ -
RATE PLAN TOTAL:					\$ 389.69

Promotional Offer Available- See Design Details Below	ONE-TIME COST:	\$ 4,252.00
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AT&T Phone for Business Advanced	Monthly Cost	One-Time Cost	Qty	Term	Total
Milam Park Pool Dedicated Phone Line	\$ 60.00	\$ -	1	36	\$ 60.00
AT&T Wireless Broadband (AWB)	\$ 75.00	\$ -	1	36	\$ 75.00
RATE PLAN TOTAL:					\$ 135.00

Design Details

Network- Offer 1: For each site in this design you will receive a \$1000 account credit by month 3. Total \$6000. Stackable with offer 2.

Network- Offer 2: FatPipe onsite installation and configuration waived. Total value \$5000

Office@Hand Offer 1: Receive \$70 credit against each phone. Credit impacts on the 3rd bill cycle. Total Credit \$1330.00 Stackable with offer below.

Office@Hand Offer 2: 3 months free of service. Credit applies on 4th bill. Total \$1167

One-Time Cost After Promotional Credit	\$ (3,345.00)
Monthly Recurring Charges	\$ 3,894.73



**AT&T SWITCHED ETHERNETSM SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

Please sign by 09/11/2024

Customer	AT&T
CITY-CLARKSTON GA GOVERNMENT Street Address: 1055 ROWLAND ST City: CLARKSTON State/Province: GA Zip Code: 30021-2626 Country: USA	AT&T Enterprises, LLC
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: TAMMI SADLER JONES Title: Manager Street Address: 736 PARK NORTH BLVD City: CLARKSTON State/Province: GA Zip Code: 30021-1901 Country: USA Telephone: (404) 292-9465 Email: kldixon@cityofclarkston.com	Name: Street Address: City: State/Province: Zip Code: Country: USA Telephone: Email: Sales/Branch Manager: SCVP Name: Sales Strata: : Sales Region: With a copy (for Notices) to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Danielle Williamson Company Name: TrendCo Communications, Inc. (U) Agent Street Address: 4431 SW 64th avenue City: Davie State: FL Zip Code: 33314 Country: USA Telephone: 8882061962 Fax: Email: dw7819@outlook.com Agent Code: 41184	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>Signature not Required on this Page - Refer to Customer Signature Page Contract ID 1874338</i> Printed or Typed Name:	By: Printed or Typed Name:
Title:	Title:
Date:	Date:

For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):
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**AT&T SWITCHED ETHERNETSM SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS****1. SERVICES**

Service	Service Publication Location
AT&T Switched Ethernet Service SM	https://cpr.att.com/pdf/commonEthServGuide.html
AT&T Switched Ethernet Service SM Third-Party Access (3PA)	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE3PA
AT&T Switched Ethernet Service SM (TCAL)	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE
Network on Demand	https://cpr.att.com/pdf/publications/NOD_Guide.pdf
AT&T Inside Wiring	https://cpr.att.com/pdf/publications/ASE_Inside_Wiring_Service_Guide_Attachment.pdf
AT&T Entrance Facility Construction	https://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf
AT&T Managed Switched Ethernet on Demand SM	http://serviceguidenew.att.com/sg_flashPlayerPage/AMSEOD

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	60 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of the Pricing Schedule Term

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
All other Service Components	50% plus any unpaid or waived non-recurring charges	60 months

* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period; refer to [Network on Demand Guide](#) for details.

3.1. Minimum Payment Period – Calculation of Early Termination Charges

For services purchased through Network on Demand, the “Monthly Recurring Charge” used for the purposes of computing any applicable termination liability (early termination charges) under the relevant service publication or the customer’s master agreement is determined as follows: (i) the total Monthly Recurring Charges payable for the terminated service for the three months prior to the date of termination (or such shorter period as the terminated service had been installed if terminated less than three months after installation), divided by (ii) the number of days in such period, times (iii) 30 days. The Minimum Payment Period for CIR, CoS, or CIR and CoS Packages are coterminous with the Minimum Payment Period of the associated Customer Port Connection; however, early termination charges are not incurred as a result of changes to CIR, CoS, or CIR and CoS Packages while the associated Customer Port Connection is still in service.

4. ADDS

AT&T Switched Ethernet Service Customer Port Connections may be purchased (where available using the Network on Demand process) during the Pricing Schedule Term at the rates, terms and conditions herein.

5. RATES and CHARGES**5.1. AT&T SWITCHED ETHERNET SERVICE – 21-State AT&T ILEC Footprint**

AT&T and Customer Confidential Information

Page 2 of 10

**AT&T SWITCHED ETHERNETSM SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS****5.1.1. Monthly Recurring Charges (MRCs)**

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Customer Port Connection MRC, the Committed Information Rate MRC, and any associated feature MRC(s).

5.1.2 Customer Port Connection MRC

Customer Port Connection		
Port Type	Customer Port Connection Speed	60-month Term MRC
Basic Port	100 Mbps	\$189.76
	1 Gbps	\$189.76
	10 Gbps	\$1074.00
PPCoS Port	100 Mbps	\$189.75
	1 Gbps	\$189.75
	10 Gbps	\$1074.00

5.1.2.1. Bandwidth MRC

Bandwidth MRC – 60-month CIR					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	\$130.74	\$135.24	\$162.29	\$191.59	\$207.37
4 Mbps	\$155.66	\$160.23	\$187.70	\$212.88	\$228.90
5 Mbps	\$169.30	\$177.17	\$196.85	\$216.54	\$232.29
8 Mbps	\$185.72	\$192.72	\$208.49	\$222.51	\$238.28
10 Mbps	\$105.25	\$110.25	\$135.26	\$160.25	\$175.26
20 Mbps	\$120.24	\$130.24	\$155.25	\$175.26	\$190.25
50 Mbps	\$215.26	\$225.26	\$250.26	\$275.26	\$300.27
100 Mbps	\$235.26	\$250.26	\$275.24	\$295.24	\$320.25
150 Mbps	\$435.84	\$457.47	\$478.43	\$499.05	\$535.65
250 Mbps	\$435.25	\$455.26	\$520.25	\$580.24	\$625.28
400 Mbps	\$545.27	\$572.78	\$637.50	\$702.22	\$753.99
500 Mbps	\$565.26	\$595.25	\$650.23	\$710.24	\$760.29
600 Mbps	\$669.92	\$703.10	\$777.36	\$829.50	\$887.96
1000 Mbps	\$565.26	\$595.23	\$650.26	\$710.29	\$760.22
2000 Mbps	\$236.03	\$251.02	\$300.97	\$351.02	\$401.01
2500 Mbps	\$792.70	\$823.50	\$846.05	\$868.60	\$917.00
4000 Mbps	\$942.00	\$981.52	\$1009.18	\$1036.86	\$1100.10
5000 Mbps	\$655.97	\$675.99	\$750.95	\$800.96	\$900.94
7500 Mbps	\$1660.97	\$1738.34	\$1792.49	\$1846.65	\$1970.44
9500 Mbps	\$2195.53	\$2301.03	\$2374.88	\$2448.74	\$2617.53
10000 Mbps	\$1575.89	\$1626.11	\$1775.96	\$1876.04	\$2026.10

**AT&T SWITCHED ETHERNETSM SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS****5.1.2.2. Bandwidth MRC for 100 Mbps**

Bandwidth MRC - 60-month CIR (for 100 Mbps Customer Port Connections)				
	Per Packet Class of Service (PPCoS)			
Committed Information Rate (CIR)	Business Data	Critical Data	Multimedia Standard	Multimedia High
2 Mbps	\$130.73	\$135.24	\$191.59	\$207.37
4 Mbps	\$155.65	\$160.23	\$212.88	\$228.90
5 Mbps	\$169.29	\$177.17	\$216.54	\$232.28
8 Mbps	\$185.71	\$192.72	\$222.50	\$238.27
10 Mbps	\$195.24	\$204.69	\$267.67	\$286.56
20 Mbps	\$220.50	\$230.76	\$282.04	\$302.55
50 Mbps	\$258.82	\$270.70	\$323.52	\$348.61
100 Mbps	\$307.00	\$323.16	\$377.02	\$403.95

5.1.2.3. Bandwidth MRC for 1 Gbps

Bandwidth MRC - 60-month CIR (for 1 Gbps Customer Port Connections)				
	Per Packet Class of Service (PPCoS)			
Committed Information Rate (CIR)	Business Data	Critical Data	Multimedia Standard	Multimedia High
2 Mbps	\$130.73	\$135.24	\$191.59	\$207.37
4 Mbps	\$155.65	\$160.23	\$212.88	\$228.90
5 Mbps	\$169.29	\$177.17	\$216.54	\$232.28
8 Mbps	\$185.71	\$192.72	\$222.50	\$238.27
10 Mbps	\$195.24	\$204.69	\$267.67	\$286.56
20 Mbps	\$220.50	\$230.76	\$282.04	\$302.55
50 Mbps	\$258.82	\$270.70	\$323.52	\$348.61
100 Mbps	\$307.00	\$323.16	\$377.02	\$403.95
150 Mbps	\$435.84	\$457.46	\$499.05	\$535.65
250 Mbps	\$493.65	\$518.33	\$649.97	\$697.69
400 Mbps	\$545.27	\$572.77	\$702.21	\$753.99
500 Mbps	\$579.92	\$608.76	\$736.92	\$791.39
600 Mbps	\$669.92	\$703.10	\$829.50	\$887.96
1000 Mbps	\$769.06	\$808.29	\$933.85	\$1001.34

**AT&T SWITCHED ETHERNETSM SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS****5.1.2.4. Bandwidth MRC for 10 Gbps**

Bandwidth MRC - 60-month CIR (for 10 Gbps Customer Port Connections)				
Per Packet Class of Service (PPCoS)				
Committed Information Rate (CIR)	Business Data	Critical Data	Multimedia Standard	Multimedia High
1000 Mbps	\$769.06	\$808.29	\$933.85	\$1001.34
2000 Mbps	\$592.74	\$613.88	\$643.84	\$675.55
2500 Mbps	\$792.70	\$823.50	\$868.60	\$917.00
4000 Mbps	\$942.00	\$981.52	\$1036.86	\$1100.10
5000 Mbps	\$1105.63	\$1153.77	\$1221.16	\$1298.18
7500 Mbps	\$1660.97	\$1738.34	\$1846.65	\$1970.44
9500 Mbps	\$2195.53	\$2301.03	\$2448.74	\$2617.53
10000 Mbps	\$2275.33	\$2385.03	\$2538.61	\$2714.14

5.1.2.5. Feature MRC

Feature	MRC
Enhanced Multicast	\$70.00

5.1.3. Non Recurring Charges (NRCs)

Standard Non-Recurring Charges (NRCs) for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

5.1.4. Additional Charges

Charges for additional Service options may apply per Service Publication. Charges for special construction, if needed, may also apply.

5.2. AT&T SWITCHED ETHERNETSM SERVICE THIRD PARTY ACCESS (3PA) - Outside 21-State AT&T ILEC Footprint**5.2.1. Monthly Recurring Charges (MRCs)**

All Monthly Recurring Charges (MRC) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Third-Party Access connection, local mileage MRC, the bandwidth MRC, and any associated feature MRC(s). Availability, Price Group and Access Mileage Group associated with Third-Party Access are subject to change, based on the availability and pricing of access connections from the third-party providers. The Price Group and Access Mileage Group applicable to each Customer location are determined at the time of Customer's order.

5.2.1.1. Third-Party Local Switched Access Connection MRC

60-month Term - Third-Party Local Switched Access Connection MRC Price Group 1 - 7							
Port Connection Speed	Price Groups						
	Price Group 1	Price Group 2	Price Group 3	Price Group 4	Price Group 5	Price Group 6	Price Group 7
2 Mbps	\$231.29	\$231.29	\$446.27	\$270.06	\$287.63	\$270.06	\$270.06
4 Mbps	\$244.29	\$244.29	\$469.17	\$293.02	\$293.02	\$263.64	\$263.64
5 Mbps	\$273.79	\$273.79	\$480.80	\$304.69	\$304.69	\$304.69	\$480.81
8 Mbps	\$316.29	\$316.29	\$619.65	\$319.80	\$347.30	\$386.46	\$386.46

**AT&T SWITCHED ETHERNETSM SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

10 Mbps	\$345.29	\$345.29	\$615.67	\$264.70	\$343.32	\$264.70	\$615.67
20 Mbps	\$402.29	\$402.29	\$624.66	\$305.98	\$386.01	\$305.98	\$624.66
50 Mbps	\$505.96	\$505.96	\$823.57	\$363.10	\$502.08	\$363.10	\$823.57
100 Mbps	\$744.67	\$744.67	\$942.20	\$439.62	\$594.04	\$439.62	\$942.20
150 Mbps	\$880.00	\$880.00	\$1267.86	\$497.13	\$821.43	\$616.46	\$616.46
250 Mbps	\$1021.52	\$1021.52	\$1228.66	\$457.93	\$782.22	\$687.48	\$687.48
400 Mbps	\$1124.00	\$1124.00	\$1372.94	\$517.98	\$703.30	\$589.58	\$1488.06
500 Mbps	\$1166.66	\$1166.66	\$1448.86	\$550.38	\$723.05	\$550.38	\$1448.86
600 Mbps	\$1300.00	\$1300.00	\$1428.38	\$730.65	\$730.65	\$730.65	\$1428.38
1000 Mbps	\$1311.00	\$1311.00	\$1446.59	\$611.28	\$739.04	\$667.44	\$1446.59

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

60-month Term - Third-Party Local Switched Access Connection MRC Price Group 8 - 14

Port Connection Speed	Price Groups						
	Price Group 8	Price Group 9	Price Group 10	Price Group 11	Price Group 12	Price Group 13	Price Group 14
2 Mbps	\$520.76	\$304.69	\$446.27	\$429.42	\$270.06	\$642.55	\$340.97
4 Mbps	\$520.76	\$304.69	\$469.17	\$427.05	\$293.02	\$642.55	\$356.86
5 Mbps	\$520.76	\$304.69	\$483.80	\$424.65	\$304.69	\$642.55	\$362.88
8 Mbps	\$525.95	\$270.68	\$619.65	\$563.50	\$319.80	\$770.35	\$389.41
10 Mbps	\$525.95	\$270.68	\$621.65	\$559.51	\$278.74	\$770.35	\$455.63
20 Mbps	\$677.69	\$317.95	\$636.62	\$762.24	\$460.41	\$898.15	\$605.01
50 Mbps	\$776.02	\$393.01	\$853.48	\$924.65	\$573.68	\$1093.40	\$927.46
100 Mbps	\$1093.80	\$499.45	\$1002.04	\$1071.36	\$790.59	\$1299.30	\$1020.82
150 Mbps	\$1243.15	\$828.91	\$1267.86	\$1514.94	\$1023.58	\$1686.25	\$1040.43
250 Mbps	\$1433.85	\$828.91	\$1228.66	\$1475.74	\$984.38	\$1686.25	\$1136.00
400 Mbps	\$1676.57	\$828.91	\$1727.39	\$1747.78	\$1186.23	\$1945.40	\$1146.92
500 Mbps	\$1823.26	\$849.54	\$1748.02	\$1708.57	\$1147.02	\$1945.40	\$1152.64
600 Mbps	\$2025.06	\$1089.65	\$1787.37	\$1909.90	\$1348.35	\$2204.55	\$1104.08
1000 Mbps	\$2706.06	\$1265.78	\$2044.93	\$1790.54	\$1228.99	\$2595.05	\$1111.06

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

60-month Term - Third-Party Local Switched Access Connection MRC Price Group 15 - 21

Port Connection Speed	Price Groups						
	Price Group 15	Price Group 16	Price Group 17	Price Group 18	Price Group 19	Price Group 20	Price Group 21
2 Mbps	\$567.04	\$254.09	\$304.69	\$270.06	\$378.25	\$270.06	\$270.06
4 Mbps	\$567.04	\$268.37	\$304.69	\$293.02	\$378.25	\$293.02	\$293.02
5 Mbps	\$567.04	\$300.78	\$304.69	\$236.07	\$378.25	\$304.69	\$309.88
8 Mbps	\$708.12	\$347.47	\$452.88	\$319.80	\$392.36	\$319.80	\$377.24
10 Mbps	\$708.12	\$379.33	\$452.88	\$264.70	\$392.36	\$336.67	\$508.37
20 Mbps	\$756.22	\$441.96	\$743.09	\$305.98	\$461.71	\$396.54	\$597.05
50 Mbps	\$839.42	\$555.84	\$1408.18	\$363.10	\$636.73	\$537.93	\$878.04
100 Mbps	\$957.04	\$818.09	\$1835.50	\$439.62	\$766.55	\$635.50	\$1018.18
150 Mbps	\$1276.48	\$966.76	\$2506.14	\$497.13	\$818.30	\$727.23	\$1031.86
250 Mbps	\$1276.48	\$1122.23	\$3881.44	\$457.93	\$818.30	\$718.21	\$1067.24
400 Mbps	\$1276.48	\$1234.82	\$3881.44	\$589.58	\$818.30	\$661.17	\$1058.60
500 Mbps	\$1417.78	\$1281.69	\$4339.89	\$550.38	\$818.30	\$637.12	\$1051.12

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**AT&T SWITCHED ETHERNETSM SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

600 Mbps	\$1455.65	\$1428.17	\$6063.51	\$730.65	\$1162.71	\$651.14	\$1069.35
1000 Mbps	\$1622.07	\$1440.25	\$6063.51	\$667.44	\$1162.71	\$757.78	\$1341.80

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

60-month Term - Third-Party Local Switched Access Connection MRC Price Group 22 - 28							
Port Connection Speed	Price Groups						
	Price Group 22	Price Group 23	Price Group 24	Price Group 25	Price Group 26	Price Group 27	Price Group 28
2 Mbps	\$270.06	\$249.57	\$218.40	\$218.40	\$249.57	\$270.06	\$249.57
4 Mbps	\$293.02	\$263.64	\$300.30	\$300.30	\$263.64	\$263.64	\$294.99
5 Mbps	\$304.69	\$290.73	\$323.70	\$323.70	\$290.73	\$236.07	\$343.03
8 Mbps	\$319.80	\$359.81	\$370.50	\$370.50	\$257.56	\$386.46	\$386.46
10 Mbps	\$313.09	\$385.63	\$390.00	\$390.00	\$257.56	\$236.07	\$389.62
20 Mbps	\$379.91	\$751.42	\$460.20	\$460.20	\$304.43	\$255.15	\$537.38
50 Mbps	\$470.33	\$974.78	\$612.30	\$612.30	\$490.63	\$300.24	\$615.30
100 Mbps	\$558.00	\$1578.76	\$834.60	\$834.60	\$633.05	\$356.21	\$635.91
150 Mbps	\$617.07	\$3635.69	\$975.00	\$975.00	\$640.01	\$616.46	\$812.39
250 Mbps	\$653.65	\$5129.95	\$1119.30	\$1119.30	\$687.48	\$687.48	\$1015.40
400 Mbps	\$643.49	\$5129.95	\$1271.40	\$1271.40	\$687.48	\$458.97	\$1015.40
500 Mbps	\$624.49	\$5791.87	\$1357.20	\$1357.20	\$703.01	\$470.83	\$1015.40
600 Mbps	\$601.74	\$6532.00	\$1501.50	\$1501.50	\$692.33	\$466.82	\$919.64
1000 Mbps	\$577.53	\$7206.50	\$1817.40	\$1817.40	\$779.25	\$527.00	\$919.64

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

60-month Term - Third-Party Local Switched Access Connection MRC Price Group 29 - 30		
Port Connection Speed	Price Groups	
	Price Group 29	Price Group 30
2 Mbps	\$403.00	\$756.07
4 Mbps	\$437.36	\$833.54
5 Mbps	\$440.00	\$897.87
8 Mbps	\$445.00	\$1009.83
10 Mbps	\$450.00	\$1134.86
20 Mbps	\$550.00	\$1390.09
50 Mbps	\$707.08	\$1699.89
100 Mbps	\$899.73	\$2164.20
150 Mbps	\$982.06	\$2500.00
250 Mbps	\$1200.00	\$3384.11
400 Mbps	\$1369.24	\$3600.00
500 Mbps	\$1403.09	\$4030.63
600 Mbps	\$1800.00	\$5500.00
1000 Mbps	\$1999.00	\$5636.21

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

**AT&T SWITCHED ETHERNETSM SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS****5.2.1.2. Third-Party Local Switched Access Mileage MRC**

60-month Term - Third Party Local Switched Access Mileage MRCs Price Groups				
Port Connection Speed	Mileage A		Mileage B	
	Fixed	Per Mile	Fixed	Per Mile
2 Mbps - 1000 Mbps	N/A	\$110.05	N/A	\$110.05

Applicability of mileage will be determined during address qualification.

5.2.1.3. Third-Party Local Dedicated Access Connection MRC

60-month Term - Third Party Local Dedicated Access Connection MRC Price Groups 1 - 7							
Port Connection Speed	Price Groups						
	Price Group 1	Price Group 2	Price Group 3	Price Group 4	Price Group 5	Price Group 6	Price Group 7
2 Mbps - 50 Mbps	\$315.00	\$885.00	\$885.00	\$1200.00	\$1650.00	\$2050.00	\$2450.00
>50 Mbps - 100 Mbps	\$420.00	\$1320.00	\$1320.00	\$1500.00	\$3000.00	\$4000.00	\$6550.00
>100 Mbps - 250 Mbps	\$420.00	\$1320.00	\$1320.00	\$1500.00	\$3000.00	\$4000.00	\$6550.00
>250 Mbps - 500 Mbps	\$478.80	\$1800.00	\$1800.00	\$2750.00	\$3500.00	\$4600.00	\$7000.00
>500 Mbps - 600 Mbps	\$630.00	\$3098.00	\$3098.00	\$4500.00	\$5650.00	\$7200.00	\$7800.00
1000 Mbps	\$120.70	\$3438.00	\$1980.90	\$5500.00	\$6958.33	\$9250.00	\$9576.44

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

5.2.1.4. Third-Party Local Dedicated Access Mileage MRC

60-month Term - Third-Party Local Dedicated Access Mileage MRC Price Groups								
Port Connection Speed	Mileage A		Mileage B		Mileage C		Mileage D	
	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile
2 Mbps - 50 Mbps	\$189.85	\$6.75	N/A	N/A	\$315.95	\$29.11	\$315.95	\$29.11
>50 Mbps - 100 Mbps	\$277.97	\$9.02	N/A	N/A	\$397.60	\$36.21	\$397.60	\$36.21
>100 Mbps - 250 Mbps	\$277.97	\$11.29	N/A	N/A	\$397.60	\$51.12	\$397.60	\$51.12
>250 Mbps - 500 Mbps	\$518.66	\$16.97	N/A	N/A	\$727.75	\$94.43	\$727.75	\$94.43
>500 Mbps - 600 Mbps	\$822.61	\$24.85	N/A	N/A	\$1121.80	\$203.06	\$1121.80	\$203.06
1000 Mbps	\$1296.11	\$35.00	\$202.35	\$102.95	\$2403.35	\$348.61	\$2403.35	\$348.61

Applicability of mileage will be determined during address qualification.
Mileage charged may be fixed only, per mile only or both and will be determined by the Third-Party location

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60-month Term - Third-Party Local Dedicated Access Mileage MRC Price Groups						
Port Connection Speed	Mileage E		Mileage F		Mileage G	
	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile
2 Mbps - 50 Mbps	N/A	\$61.77	N/A	N/A	N/A	N/A
>50 Mbps - 100 Mbps	N/A	\$66.74	N/A	N/A	N/A	N/A
>100 Mbps - 250 Mbps	N/A	\$69.58	N/A	N/A	N/A	N/A
>250 Mbps - 500 Mbps	N/A	\$98.69	N/A	N/A	N/A	N/A
>500 Mbps - 600 Mbps	N/A	\$139.87	N/A	N/A	N/A	N/A
1000 Mbps	N/A	\$155.49	N/A	N/A	N/A	N/A

Applicability of mileage will be determined during address qualification.
Mileage charged may be fixed only, per mile only or both and will be determined by the Third-Party location

5.2.1.5. Third-Party Bandwidth MRC

Third-Party Bandwidth MRC — 60-month CIR					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	\$50.42	\$51.98	\$54.58	\$57.17	\$59.78
4 Mbps	\$52.38	\$54.00	\$56.70	\$59.40	\$62.10
5 Mbps	\$54.35	\$56.03	\$58.83	\$61.63	\$64.43
8 Mbps	\$55.66	\$57.38	\$60.25	\$63.11	\$65.99
10 Mbps	\$58.93	\$60.75	\$63.79	\$66.83	\$69.86
20 Mbps	\$65.48	\$67.50	\$70.88	\$74.25	\$77.63
50 Mbps	\$104.76	\$108.00	\$113.40	\$118.80	\$124.20
100 Mbps	\$157.14	\$162.00	\$170.10	\$178.20	\$186.30
150 Mbps	\$196.43	\$202.50	\$212.63	\$222.75	\$232.88
250 Mbps	\$229.16	\$236.25	\$248.06	\$259.88	\$271.69
400 Mbps	\$294.64	\$303.75	\$318.94	\$334.13	\$349.31
500 Mbps	\$327.38	\$337.50	\$354.38	\$371.25	\$388.13
600 Mbps	\$392.85	\$405.00	\$425.25	\$445.50	\$465.75
1000 Mbps	\$491.06	\$506.25	\$531.56	\$556.88	\$582.19

5.2.2. Additional Charges

Charges for associated features or additional Service options may apply per Service Publication.

**AT&T SWITCHED ETHERNETSM SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS****5.3. AT&T MANAGED SWITCHED ETHERNET ON DEMAND****5.3.1. Monthly Recurring Charges (MRCs)****6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS****6.1. Special Conditions for 10 Gbps Customer Port Connections**

With respect to 10 Gbps Ports, Customer may use the Business Center Portal to order such Ports, to request and schedule changes to the CIR (subject to the port configurations shown in Attachment A, Table 2) or CoS of such Ports, or to establish or change EVCs associated with such Ports. Real Time Class of Service is not available for EVCs exceeding 1000 Mbps. EVCs exceeding 1000 Mbps are subject to network availability.

End of Document



**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

Customer	AT&T
CITY-CLARKSTON GA GOVERNMENT Street Address: 736 PARK NORTH BLVD City: CLARKSTON State/Province: GA Zip Code: 30021-1901 Country: US	AT&T Enterprises, LLC
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: TAMMI SADLER JONES Title: Manager Street Address: 1055 ROWLAND ST City: CLARKSTON State/Province: GA Zip Code: 30021-2626 Country: US Telephone: 6784099683 Email: kldixon@cityofclarkston.com	Name: Street Address: City: State/Province: Zip Code: Country: Telephone: Email: Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: With a copy (for Notices) to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input checked="" type="checkbox"/>	
Name: Danielle Williamson Company Name: TrendCo Communications, Inc. (U) Agent Street Address: 4431 SW 64th avenue City: Davie State: FL Zip Code: 33314 Country: US Telephone: 8882061962 Fax: Email: dw7819@outlook.com Agent Code: 41184	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

*Signature Not Required on this Page - Refer to
Customer Signature Page Contract ID 1874139*

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Sales Express!

MA XI or higher
ROME ID: 1-PP944YG

ADI Express 1.0 PS v1 063023 AccessPromo
AT&T Solution No. FMO723495345041
Rate ID: ADIx-081224
Metro Pricing 012521

**AT&T DEDICATED INTERNET
PRICING SCHEDULE****1. SERVICES**

Service	Service Publication Location
AT&T Dedicated Internet (ADI) - ADI Express	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Wi-Fi Services - AT&T Business Wi-Fi (ABW)	http://serviceguidenew.att.com/sg_flashPlayerPage/AWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4. ADDITIONAL TERMS AND CONDITIONS FOR AT&T BUSINESS WI-FI WITH CISCO MERAKI**4.1. Service Interference**

In no event is AT&T responsible for interference or service degradation caused by or to third-party Wi-Fi services at the Sites.

4.2. Disclaimer of Warranty

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE AT&T BUSINESS WI-FI WITH CISCO MERAKI IS PROVIDED ON AN "AS-IS" BASIS, AND AT&T SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, AND SERVICE OR PERFORMANCE GUARANTEES OR LEVELS, EXPRESS OR IMPLIED, REGARDING THE AT&T BUSINESS WI-FI WITH CISCO MERAKI, THE ACCURACY OF ANY CONTENT PROVIDED BY AT&T FOR DISPLAY IN CONNECTION WITH THE AT&T BUSINESS WI-FI WITH CISCO MERAKI, OR THE RESULTS OBTAINED FROM ANY WEBSITE ACCESSED USING THE AT&T BUSINESS WI-FI WITH CISCO MERAKI. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT THE AT&T BUSINESS WI-FI WITH CISCO MERAKI WILL PROVIDE ACCESS TO THE INTERNET WITHOUT INTERRUPTION.

4.3. Indemnification

AT&T HAS NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS CUSTOMER FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON THE SERVICES, SOFTWARE, OR EQUIPMENT PURCHASED OR FURNISHED PURSUANT TO THIS PRICING SCHEDULE.

4.4. Sites and Equipment

Customer has provided a preliminary Site list and AT&T has projected the Equipment that will be used. AT&T may modify this preliminary list based on the results of the AT&T Site Survey, Service Component inventory, and system design. AT&T will notify Customer of any modifications. If Customer does not agree to the modifications, AT&T may refuse to provision Service at the applicable Site. Within thirty (30) days of receipt of notice

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Metro Pricing 012521

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from AT&T describing the necessary modifications, Customer may terminate Service only at the applicable Site only, subject to payment of applicable termination charges. No other Sites are affected by this termination.

4.5. Intellectual Property

AT&T grants Customer a limited, non-exclusive, non-transferable license to use the Service during the Term solely in connection with the receipt of the Service. All rights, title and interest in and to intellectual property relating to the Service, including any changes, modifications, alterations, or improvements made by AT&T during the Term, are owned by AT&T, its Affiliates, or AT&T's licensors, suppliers, subcontractors or vendors. Customer's possession, access, or use of any part of the Service does not transfer any ownership rights in the same or any intellectual property rights from AT&T, its Affiliates or AT&T's licensors, suppliers, subcontractors or vendors to Customer.

4.6. Privacy Terms and Conditions

4.6.1. Customer represents and warrants that it has appropriate rights to provide End User data (which may include Customer Personal Data) to AT&T in connection with the Service. Customer expressly grants AT&T permission to access information contained in application layer 7 for the sole purpose of managing the performance of the Wi-Fi network. From time to time AT&T will perform real time packet capture to analyze and troubleshoot network issues and Customer grants AT&T permission to perform such operations for short intervals as necessary for network management purposes.

4.6.2. AT&T agrees that, in performing the network management function, it will:

- Use or monitor End User data shared with AT&T only for network management purposes and for providing metrics reports, consistent with the AT&T Privacy Policy; and
- Establish data retention protocols, so that AT&T retains data shared with it for as long as reasonably necessary for network management purposes.

4.6.3. Customer agrees that in connection with the network management function, it will:

- Use or monitor End User data made available through the network management function of the Service only for network management purposes, unless it secures additional consent from End Users, or has another lawful basis for processing the data. Purposes beyond the network management function include, but are not limited to, marketing, advertising, and the examination of content and communications;
- Obtain and maintain any and all legally required employee or End User consents, or establish other lawful bases, for the processing or use of End User data. (AT&T can provide an example of the legally required employee or End User consent);
- Obtain multiple consents for distinct purposes, and proposed combinations of personal data, even if supplemental software/technology is required;
- Use only Customer SSIDs;
- Present the End User with Customer's terms of service and applicable privacy policy;
- Establish data retention protocols so that data Customer processes is retained for no longer than is reasonably necessary for network management purposes;
- Not access, use, or share content of communications, content of email or texts, content of shopping carts, or search term queries, etc., and
- Not attempt to re-identify anonymized data.

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4.6.4. Customer is responsible for the way the data is used by Customer; and its employees, guests, and representative's access to and use of the data, content, or communications generated by this Service.

4.6.5. To the extent that a website or online service is directed to or likely to collect personal information from children under the age of thirteen, Customer agrees to comply with the federal Children's Online Privacy Protection Act and provide parental notice and advance parental consent prior to collecting such personal information.

4.6.6. The Service allows Customer to collect and use an End User's location through Bluetooth Low Energy (BLE) and Wi-Fi based location technologies. Such use may be subject to various U.S. and international laws and regulations, including those promulgated by the Federal Trade Commission and other industry regulators (e.g., Privacy Forum's Mobile Location Analytics Code of Conduct, NAI, GDPR, CCPA), with which Customer agrees to comply. Customer agrees not to provide or sell location data to third parties without AT&T's prior written authorization.

4.6.6.1. This ability to collect and use location information is different than what is done with GPS or other technologies. Because the Service collects and uses location information, AT&T is offering the following information, but such information is not intended to be legal advice. Customer should consult with an attorney for legal advice.

4.6.6.2. Depending on how Customer collects or uses the Service, Customer may be required to provide notice, obtain opt-in consents, or provide periodic reminders, all separate from providing terms and conditions to End Users, so that End Users will be aware that location is being tracked when visiting Customer's Sites. If Customer buys other products or services from AT&T or others that, in conjunction with Customer's business application, allows Customer to know when an End User is at Customer's Site(s), Customer may be required to provide separate notices, obtain separate opt-in consents, or provide periodic reminders (all separate from terms and conditions) so that End Users will be aware that location is being tracked in multiple ways when visiting Customer's Site(s).

4.6.7. Customer may not use AT&T's name, brand, or mark, with third-parties or End Users in connection with the Service without AT&T's written consent.

5. RATES

MRC: Monthly Recurring Charge

N/A: Not Available

NRC: Non-Recurring Charge

5.1. ADI Self – Installation NRC

ADI Speed	Discount	Undiscounted ADI NRC	Undiscounted ADI w/ Managed Router NRC
Ethernet	90.00%	\$1,500.00	\$1,500.00

5.2. ADI On-Site Installation NRC

ADI Speed	Discount	Undiscounted ADI w/ Managed Router NRC
Ethernet	90.00%	\$1,500.00

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**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

5.3. Hi Cap Flex Billing Option - ADI w/ Customer Router 10 Mbps – 1000 Mbps Ethernet Minimum Bandwidth Commitment (MBC) MRC

Available bandwidth levels are subject to qualification at time of each order and may vary.

ADI w/ Customer Router 10 Mbps – 1000 Mbps Ethernet MBC MRC										
Zones	Bandwidth Speed / Undiscounted MRC / Discount by Zone									
	10 Mbps	20 Mbps	50 Mbps	100 Mbps	150 Mbps	250 Mbps	400 Mbps	500 Mbps	600 Mbps	1000 Mbps
	\$268.00	\$449.00	\$813.00	\$1,400.00	\$1,800.00	\$2,150.00	\$2,700.00	\$3,500.00	\$4,096.00	\$4,505.00
Nation Wide	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Atlanta	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Austin	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Birmingham	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Charlotte	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Chicago	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Cleveland	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Columbus	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Dallas	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Detroit	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Houston	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Indianapolis	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Jacksonville	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Kansas City	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Little Rock	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Los Angeles	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Memphis	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Miami	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Milwaukee	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Nashville	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
New Orleans	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
New York	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Oklahoma	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Orlando	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Riverside	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Sacramento	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Antonio	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Diego	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Francisco	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Jose	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
St. Louis	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%

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MA XI or higher
 ROME ID: 1-PP944YG

ADI Express 1.0 PS v1 063023 AccessPromo
 AT&T Solution No. FMO723495345041
 Rate ID: ADIx-081224
 Metro Pricing 012521

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

5.4. Hi Cap Flex Billing Option - ADI w/AT&T Managed Router 10 Mbps – 1000 Mbps Ethernet MBC MRC

Available bandwidth levels are subject to qualification at time of each order and may vary.

ADI w/ AT&T Managed Router Monthly Fee 10 Mbps – 1000 Mbps Ethernet MBC MRC										
Zones	Bandwidth Speed / Undiscounted MRC / Discount by Zone									
	10 Mbps	20 Mbps	50 Mbps	100 Mbps	150 Mbps	250 Mbps	400 Mbps	500 Mbps	600 Mbps	1000 Mbps
	\$396.00	\$577.00	\$955.00	\$1,555.00	\$1,965.00	\$2,240.00	\$3,380.00	\$4,325.00	\$4,840.00	\$5,620.00
Nation Wide	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Atlanta	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Austin	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Birmingham	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Charlotte	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Chicago	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Cleveland	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Columbus	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Dallas	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Detroit	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Houston	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Indianapolis	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Jacksonville	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Kansas City	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Little Rock	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Los Angeles	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Memphis	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Miami	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Milwaukee	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Nashville	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
New Orleans	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
New York	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Oklahoma	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Orlando	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Riverside	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Sacramento	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Antonio	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Diego	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Francisco	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Jose	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
St. Louis	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%

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MA XI or higher
 ROME ID: 1-PP944YG

ADI Express 1.0 PS v1 063023 AccessPromo
 AT&T Solution No. FMO723495345041
 Rate ID: ADIx-081224
 Metro Pricing 012521

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

5.5. Hi Cap Flex Billing Option – Incremental Usage 10 Mbps – 1000 Mbps Ethernet Charge per Mbps

Available bandwidth levels are subject to qualification at time of each order and may vary.

Incremental Usage 10 Mbps – 1000 Mbps Ethernet Charge per Mbps										
Zones	Bandwidth Speed / Undiscounted Charge per Mbps / Discount by Zone									
	10 Mbps	20 Mbps	50 Mbps	100 Mbps	150 Mbps	250 Mbps	400 Mbps	500 Mbps	600 Mbps	1000 Mbps
	\$198.00	\$144.25	\$95.50	\$77.75	\$65.50	\$44.80	\$42.25	\$43.25	\$40.33	\$28.10
Nation Wide	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Atlanta	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Austin	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Birmingham	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Charlotte	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Chicago	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Cleveland	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Columbus	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Dallas	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Detroit	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Houston	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Indianapolis	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Jacksonville	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Kansas City	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Little Rock	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Los Angeles	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Memphis	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Miami	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Milwaukee	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Nashville	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
New Orleans	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
New York	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Oklahoma	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Orlando	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Riverside	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
Sacramento	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Antonio	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Diego	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Francisco	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
San Jose	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%
St. Louis	92.00%	92.00%	92.00%	92.00%	93.00%	89.00%	93.00%	94.00%	92.00%	90.00%

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MA XI or higher
 ROME ID: 1-PP944YG

ADI Express 1.0 PS v1 063023 AccessPromo
 AT&T Solution No. FMO723495345041
 Rate ID: ADIx-081224
 Metro Pricing 012521

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

5.6. Hi Cap Flex Billing Option - ADI w/Customer Router 2 Gbps – 10 Gbps Ethernet MBC on 10 Gbps Access MRC

Available bandwidth levels are subject to qualification at time of each order and may vary.

ADI w/Customer Router 2 Gbps – 10 Gbps Ethernet MBC on 10 Gbps Access MRC									
Zones	Bandwidth Speed / Undiscounted MRC / Discount by Zone								
	2 Gbps	3 Gbps	4 Gbps	5 Gbps	6 Gbps	7 Gbps	8 Gbps	9 Gbps	10 Gbps
	\$9,091.00	\$13,309.00	\$16,015.00	\$18,196.00	\$21,309.00	\$24,218.00	\$26,953.00	\$28,931.00	\$30,909.00
Nation Wide	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Atlanta	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Austin	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Birmingham	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Charlotte	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Chicago	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Cleveland	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Columbus	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Dallas	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Detroit	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Houston	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Indianapolis	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Jacksonville	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Kansas City	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Little Rock	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Los Angeles	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Memphis	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Miami	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Milwaukee	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Nashville	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
New Orleans	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
New York	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Oklahoma	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Orlando	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Riverside	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Sacramento	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Antonio	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Diego	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Francisco	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Jose	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
St. Louis	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%

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 Sales Express!

MA XI or higher
 ROME ID: 1-PP944YG

ADI Express 1.0 PS v1 063023 AccessPromo
 AT&T Solution No. FMO723495345041
 Rate ID: ADIx-081224
 Metro Pricing 012521

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

5.7. Hi Cap Flex Billing Option - ADI w/AT&T Managed Router 2 Gbps – 10 Gbps Ethernet MBC on 10 Gbps Access MRC

Available bandwidth levels are subject to qualification at time of each order and may vary.

ADI w/ AT&T Managed Router Monthly Fee 2 Gbps – 10 Gbps Ethernet MBC on 10 Gbps Access MRC									
Zones	Bandwidth Speed / Undiscounted MRC / Discount by Zone								
	2 Gbps	3 Gbps	4 Gbps	5 Gbps	6 Gbps	7 Gbps	8 Gbps	9 Gbps	10 Gbps
	\$12,276.00	\$17,981.00	\$21,591.00	\$24,553.00	\$28,768.00	\$32,727.00	\$36,387.00	\$39,069.00	\$41,716.00
Nation Wide	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Atlanta	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Austin	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Birmingham	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Charlotte	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Chicago	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Cleveland	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Columbus	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Dallas	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Detroit	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Houston	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Indianapolis	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Jacksonville	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Kansas City	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Little Rock	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Los Angeles	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Memphis	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Miami	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Milwaukee	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Nashville	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
New Orleans	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
New York	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Oklahoma	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Orlando	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Riverside	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Sacramento	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Antonio	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Diego	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Francisco	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Jose	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
St. Louis	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%

AT&T and Customer Confidential Information

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MA XI or higher
 ROME ID: 1-PP944YG

ADI Express 1.0 PS v1 063023 AccessPromo
 AT&T Solution No. FMO723495345041
 Rate ID: ADIx-081224
 Metro Pricing 012521

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

5.8. Hi Cap Flex Billing Option – Incremental Usage 2 Gbps – 10 Gbps Ethernet on 10 Gbps Access Charge per Mbps

Available bandwidth levels are subject to qualification at time of each order and may vary.

Incremental Usage 2 Gbps – 10 Gbps Ethernet on 10 Gbps Access Charge per Mbps									
Zones	Bandwidth Speed / Undiscounted Charge per Mbps / Discount by Zone								
	2 Gbps	3 Gbps	4 Gbps	5 Gbps	6 Gbps	7 Gbps	8 Gbps	9 Gbps	10 Gbps
	\$30.69	\$29.97	\$26.99	\$24.55	\$23.97	\$23.38	\$22.74	\$21.71	\$20.86
Nation Wide	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Atlanta	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Austin	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Birmingham	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Charlotte	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Chicago	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Cleveland	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Columbus	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Dallas	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Detroit	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Houston	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Indianapolis	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Jacksonville	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Kansas City	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Little Rock	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Los Angeles	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Memphis	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Miami	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Milwaukee	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Nashville	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
New Orleans	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
New York	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Oklahoma	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Orlando	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Riverside	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
Sacramento	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Antonio	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Diego	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Francisco	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
San Jose	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%
St. Louis	95.00%	94.00%	94.00%	94.00%	94.00%	93.00%	93.00%	93.00%	93.00%

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MA XI or higher
 ROME ID: 1-PP944YG

ADI Express 1.0 PS v1 063023 AccessPromo
 AT&T Solution No. FMO723495345041
 Rate ID: ADIx-081224
 Metro Pricing 012521

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

5.9. Hi Cap Flex Billing Option - ADI w/Customer Router 10 Gbps - 50 Gbps Ethernet MBC on 100 Gbps Access MRC

Available bandwidth levels are subject to qualification at time of each order and may vary.

ADI w/ Customer Router 10 Gbps - 50 Gbps Ethernet MBC on 100 Gbps Access MRC					
Zones	Bandwidth Speed / Undiscounted MRC / Discount by Zone				
	10 Gbps	20 Gbps	30 Gbps	40 Gbps	50 Gbps
	\$34,457.00	\$39,766.00	\$49,237.00	\$62,871.00	\$73,393.00
Nation Wide	1.00%	1.00%	1.00%	1.00%	1.00%
Atlanta	1.00%	1.00%	1.00%	1.00%	1.00%
Austin	1.00%	1.00%	1.00%	1.00%	1.00%
Birmingham	1.00%	1.00%	1.00%	1.00%	1.00%
Charlotte	1.00%	1.00%	1.00%	1.00%	1.00%
Chicago	1.00%	1.00%	1.00%	1.00%	1.00%
Cleveland	1.00%	1.00%	1.00%	1.00%	1.00%
Columbus	1.00%	1.00%	1.00%	1.00%	1.00%
Dallas	1.00%	1.00%	1.00%	1.00%	1.00%
Detroit	1.00%	1.00%	1.00%	1.00%	1.00%
Houston	1.00%	1.00%	1.00%	1.00%	1.00%
Indianapolis	1.00%	1.00%	1.00%	1.00%	1.00%
Jacksonville	1.00%	1.00%	1.00%	1.00%	1.00%
Kansas City	1.00%	1.00%	1.00%	1.00%	1.00%
Little Rock	1.00%	1.00%	1.00%	1.00%	1.00%
Los Angeles	1.00%	1.00%	1.00%	1.00%	1.00%
Memphis	1.00%	1.00%	1.00%	1.00%	1.00%
Miami	1.00%	1.00%	1.00%	1.00%	1.00%
Milwaukee	1.00%	1.00%	1.00%	1.00%	1.00%
Nashville	1.00%	1.00%	1.00%	1.00%	1.00%
New Orleans	1.00%	1.00%	1.00%	1.00%	1.00%
New York	1.00%	1.00%	1.00%	1.00%	1.00%
Oklahoma	1.00%	1.00%	1.00%	1.00%	1.00%
Orlando	1.00%	1.00%	1.00%	1.00%	1.00%
Riverside	1.00%	1.00%	1.00%	1.00%	1.00%
Sacramento	1.00%	1.00%	1.00%	1.00%	1.00%
San Antonio	1.00%	1.00%	1.00%	1.00%	1.00%
San Diego	1.00%	1.00%	1.00%	1.00%	1.00%
San Francisco	1.00%	1.00%	1.00%	1.00%	1.00%
San Jose	1.00%	1.00%	1.00%	1.00%	1.00%
St. Louis	1.00%	1.00%	1.00%	1.00%	1.00%

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MA XI or higher
 ROME ID: 1-PP944YG

ADI Express 1.0 PS v1 063023 AccessPromo
 AT&T Solution No. FMO723495345041
 Rate ID: ADIx-081224
 Metro Pricing 012521

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

5.10. Hi Cap Flex Billing Option - ADI w/AT&T Managed Router 10 Gbps - 50 Gbps Ethernet MBC on 100 Gbps Access MRC

Available bandwidth levels are subject to qualification at time of each order and may vary.

ADI w/ AT&T Managed Router 10 Gbps - 50 Gbps Ethernet MBC on 100 Gbps Access MRC					
Zones	Bandwidth Speed / Undiscounted MRC / Discount by Zone				
	10 Gbps	20 Gbps	30 Gbps	40 Gbps	50 Gbps
	\$78,194.00	\$80,539.00	\$82,956.00	\$84,485.00	\$98,789.00
Nation Wide	1.00%	1.00%	1.00%	1.00%	1.00%
Atlanta	1.00%	1.00%	1.00%	1.00%	1.00%
Austin	1.00%	1.00%	1.00%	1.00%	1.00%
Birmingham	1.00%	1.00%	1.00%	1.00%	1.00%
Charlotte	1.00%	1.00%	1.00%	1.00%	1.00%
Chicago	1.00%	1.00%	1.00%	1.00%	1.00%
Cleveland	1.00%	1.00%	1.00%	1.00%	1.00%
Columbus	1.00%	1.00%	1.00%	1.00%	1.00%
Dallas	1.00%	1.00%	1.00%	1.00%	1.00%
Detroit	1.00%	1.00%	1.00%	1.00%	1.00%
Houston	1.00%	1.00%	1.00%	1.00%	1.00%
Indianapolis	1.00%	1.00%	1.00%	1.00%	1.00%
Jacksonville	1.00%	1.00%	1.00%	1.00%	1.00%
Kansas City	1.00%	1.00%	1.00%	1.00%	1.00%
Little Rock	1.00%	1.00%	1.00%	1.00%	1.00%
Los Angeles	1.00%	1.00%	1.00%	1.00%	1.00%
Memphis	1.00%	1.00%	1.00%	1.00%	1.00%
Miami	1.00%	1.00%	1.00%	1.00%	1.00%
Milwaukee	1.00%	1.00%	1.00%	1.00%	1.00%
Nashville	1.00%	1.00%	1.00%	1.00%	1.00%
New Orleans	1.00%	1.00%	1.00%	1.00%	1.00%
New York	1.00%	1.00%	1.00%	1.00%	1.00%
Oklahoma	1.00%	1.00%	1.00%	1.00%	1.00%
Orlando	1.00%	1.00%	1.00%	1.00%	1.00%
Riverside	1.00%	1.00%	1.00%	1.00%	1.00%
Sacramento	1.00%	1.00%	1.00%	1.00%	1.00%
San Antonio	1.00%	1.00%	1.00%	1.00%	1.00%
San Diego	1.00%	1.00%	1.00%	1.00%	1.00%
San Francisco	1.00%	1.00%	1.00%	1.00%	1.00%
San Jose	1.00%	1.00%	1.00%	1.00%	1.00%
St. Louis	1.00%	1.00%	1.00%	1.00%	1.00%

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MA XI or higher
 ROME ID: 1-PP944YG

ADI Express 1.0 PS v1 063023 AccessPromo
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 Rate ID: ADIx-081224
 Metro Pricing 012521

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

5.11. Hi Cap Flex Billing Option – Incremental Usage 10 Gbps and 50 Gbps Ethernet on 100 Gbps Access Charge per Mbps

Available bandwidth levels are subject to qualification at time of each order and may vary.

Incremental Usage 10 Gbps - 50 Gbps Ethernet on 100 Gbps Access Charge per Mbps					
Zones	Bandwidth Speed / Undiscounted MRC / Discount by Zone				
	10 Gbps	20 Gbps	30 Gbps	40 Gbps	50 Gbps
	\$1.35	\$1.35	\$1.35	\$1.35	\$1.35
Nation Wide	1.00%	1.00%	1.00%	1.00%	1.00%
Atlanta	1.00%	1.00%	1.00%	1.00%	1.00%
Austin	1.00%	1.00%	1.00%	1.00%	1.00%
Birmingham	1.00%	1.00%	1.00%	1.00%	1.00%
Charlotte	1.00%	1.00%	1.00%	1.00%	1.00%
Chicago	1.00%	1.00%	1.00%	1.00%	1.00%
Cleveland	1.00%	1.00%	1.00%	1.00%	1.00%
Columbus	1.00%	1.00%	1.00%	1.00%	1.00%
Dallas	1.00%	1.00%	1.00%	1.00%	1.00%
Detroit	1.00%	1.00%	1.00%	1.00%	1.00%
Houston	1.00%	1.00%	1.00%	1.00%	1.00%
Indianapolis	1.00%	1.00%	1.00%	1.00%	1.00%
Jacksonville	1.00%	1.00%	1.00%	1.00%	1.00%
Kansas City	1.00%	1.00%	1.00%	1.00%	1.00%
Little Rock	1.00%	1.00%	1.00%	1.00%	1.00%
Los Angeles	1.00%	1.00%	1.00%	1.00%	1.00%
Memphis	1.00%	1.00%	1.00%	1.00%	1.00%
Miami	1.00%	1.00%	1.00%	1.00%	1.00%
Milwaukee	1.00%	1.00%	1.00%	1.00%	1.00%
Nashville	1.00%	1.00%	1.00%	1.00%	1.00%
New Orleans	1.00%	1.00%	1.00%	1.00%	1.00%
New York	1.00%	1.00%	1.00%	1.00%	1.00%
Oklahoma	1.00%	1.00%	1.00%	1.00%	1.00%
Orlando	1.00%	1.00%	1.00%	1.00%	1.00%
Riverside	1.00%	1.00%	1.00%	1.00%	1.00%
Sacramento	1.00%	1.00%	1.00%	1.00%	1.00%
San Antonio	1.00%	1.00%	1.00%	1.00%	1.00%
San Diego	1.00%	1.00%	1.00%	1.00%	1.00%
San Francisco	1.00%	1.00%	1.00%	1.00%	1.00%
San Jose	1.00%	1.00%	1.00%	1.00%	1.00%
St. Louis	1.00%	1.00%	1.00%	1.00%	1.00%

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MA XI or higher
 ROME ID: 1-PP944YG

ADI Express 1.0 PS v1 063023 AccessPromo
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 Metro Pricing 012521

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

5.12. Hi Cap Flex Billing Option - ADI w/Customer Router 60 Gbps - 100 Gbps Ethernet MBC on 100 Gbps Access MRC

Available bandwidth levels are subject to qualification at time of each order and may vary.

ADI w/ Customer Router 60 Gbps - 100 Gbps Ethernet MBC on 100 Gbps Access MRC					
Zones	Bandwidth Speed / Undiscounted MRC / Discount by Zone				
	60 Gbps	70 Gbps	80 Gbps	90 Gbps	100 Gbps
	\$78,957.00	\$84,800.00	\$90,934.00	\$97,376.00	\$104,174.00
Nation Wide	1.00%	1.00%	1.00%	1.00%	1.00%
Atlanta	1.00%	1.00%	1.00%	1.00%	1.00%
Austin	1.00%	1.00%	1.00%	1.00%	1.00%
Birmingham	1.00%	1.00%	1.00%	1.00%	1.00%
Charlotte	1.00%	1.00%	1.00%	1.00%	1.00%
Chicago	1.00%	1.00%	1.00%	1.00%	1.00%
Cleveland	1.00%	1.00%	1.00%	1.00%	1.00%
Columbus	1.00%	1.00%	1.00%	1.00%	1.00%
Dallas	1.00%	1.00%	1.00%	1.00%	1.00%
Detroit	1.00%	1.00%	1.00%	1.00%	1.00%
Houston	1.00%	1.00%	1.00%	1.00%	1.00%
Indianapolis	1.00%	1.00%	1.00%	1.00%	1.00%
Jacksonville	1.00%	1.00%	1.00%	1.00%	1.00%
Kansas City	1.00%	1.00%	1.00%	1.00%	1.00%
Little Rock	1.00%	1.00%	1.00%	1.00%	1.00%
Los Angeles	1.00%	1.00%	1.00%	1.00%	1.00%
Memphis	1.00%	1.00%	1.00%	1.00%	1.00%
Miami	1.00%	1.00%	1.00%	1.00%	1.00%
Milwaukee	1.00%	1.00%	1.00%	1.00%	1.00%
Nashville	1.00%	1.00%	1.00%	1.00%	1.00%
New Orleans	1.00%	1.00%	1.00%	1.00%	1.00%
New York	1.00%	1.00%	1.00%	1.00%	1.00%
Oklahoma	1.00%	1.00%	1.00%	1.00%	1.00%
Orlando	1.00%	1.00%	1.00%	1.00%	1.00%
Riverside	1.00%	1.00%	1.00%	1.00%	1.00%
Sacramento	1.00%	1.00%	1.00%	1.00%	1.00%
San Antonio	1.00%	1.00%	1.00%	1.00%	1.00%
San Diego	1.00%	1.00%	1.00%	1.00%	1.00%
San Francisco	1.00%	1.00%	1.00%	1.00%	1.00%
San Jose	1.00%	1.00%	1.00%	1.00%	1.00%
St. Louis	1.00%	1.00%	1.00%	1.00%	1.00%

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MA XI or higher
 ROME ID: 1-PP944YG

ADI Express 1.0 PS v1 063023 AccessPromo
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 Rate ID: ADIx-081224
 Metro Pricing 012521

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

5.13. Hi Cap Flex Billing Option - ADI w/AT&T Managed Router 60 Gbps - 100 Gbps Ethernet MBC on 100 Gbps Access MRC

Available bandwidth levels are subject to qualification at time of each order and may vary.

ADI w/ AT&T Managed Router Monthly Fee 60 Gbps - 100 Gbps Ethernet MBC on 100 Gbps Access MRC					
Zones	Bandwidth Speed / Undiscounted MRC / Discount by Zone				
	60 Gbps	70 Gbps	80 Gbps	90 Gbps	100 Gbps
	\$105,623.00	\$112,799.00	\$120,334.00	\$128,245.00	\$136,595.00
Nation Wide	1.00%	1.00%	1.00%	1.00%	1.00%
Atlanta	1.00%	1.00%	1.00%	1.00%	1.00%
Austin	1.00%	1.00%	1.00%	1.00%	1.00%
Birmingham	1.00%	1.00%	1.00%	1.00%	1.00%
Charlotte	1.00%	1.00%	1.00%	1.00%	1.00%
Chicago	1.00%	1.00%	1.00%	1.00%	1.00%
Cleveland	1.00%	1.00%	1.00%	1.00%	1.00%
Columbus	1.00%	1.00%	1.00%	1.00%	1.00%
Dallas	1.00%	1.00%	1.00%	1.00%	1.00%
Detroit	1.00%	1.00%	1.00%	1.00%	1.00%
Houston	1.00%	1.00%	1.00%	1.00%	1.00%
Indianapolis	1.00%	1.00%	1.00%	1.00%	1.00%
Jacksonville	1.00%	1.00%	1.00%	1.00%	1.00%
Kansas City	1.00%	1.00%	1.00%	1.00%	1.00%
Little Rock	1.00%	1.00%	1.00%	1.00%	1.00%
Los Angeles	1.00%	1.00%	1.00%	1.00%	1.00%
Memphis	1.00%	1.00%	1.00%	1.00%	1.00%
Miami	1.00%	1.00%	1.00%	1.00%	1.00%
Milwaukee	1.00%	1.00%	1.00%	1.00%	1.00%
Nashville	1.00%	1.00%	1.00%	1.00%	1.00%
New Orleans	1.00%	1.00%	1.00%	1.00%	1.00%
New York	1.00%	1.00%	1.00%	1.00%	1.00%
Oklahoma	1.00%	1.00%	1.00%	1.00%	1.00%
Orlando	1.00%	1.00%	1.00%	1.00%	1.00%
Riverside	1.00%	1.00%	1.00%	1.00%	1.00%
Sacramento	1.00%	1.00%	1.00%	1.00%	1.00%
San Antonio	1.00%	1.00%	1.00%	1.00%	1.00%
San Diego	1.00%	1.00%	1.00%	1.00%	1.00%
San Francisco	1.00%	1.00%	1.00%	1.00%	1.00%
San Jose	1.00%	1.00%	1.00%	1.00%	1.00%
St. Louis	1.00%	1.00%	1.00%	1.00%	1.00%

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MA XI or higher
 ROME ID: 1-PP944YG

ADI Express 1.0 PS v1 063023 AccessPromo
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 Metro Pricing 012521

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

5.14. Hi Cap Flex Billing Option – Incremental Usage 60 Gbps - 100 Gbps Ethernet on 100 Gbps Access Charge per Mbps

Available bandwidth levels are subject to qualification at time of each order and may vary.

Incremental Usage 60 Gbps - 100 Gbps Ethernet on 100 Gbps Access Charge per Mbps					
Zones	Bandwidth Speed / Undiscounted MRC / Discount by Zone				
	60 Gbps	70 Gbps	80 Gbps	90 Gbps	100 Gbps
	\$1.35	\$1.35	\$1.35	\$1.35	N/A
Nation Wide	1.00%	1.00%	1.00%	1.00%	NA
Atlanta	1.00%	1.00%	1.00%	1.00%	NA
Austin	1.00%	1.00%	1.00%	1.00%	NA
Birmingham	1.00%	1.00%	1.00%	1.00%	NA
Charlotte	1.00%	1.00%	1.00%	1.00%	NA
Chicago	1.00%	1.00%	1.00%	1.00%	NA
Cleveland	1.00%	1.00%	1.00%	1.00%	NA
Columbus	1.00%	1.00%	1.00%	1.00%	NA
Dallas	1.00%	1.00%	1.00%	1.00%	NA
Detroit	1.00%	1.00%	1.00%	1.00%	NA
Houston	1.00%	1.00%	1.00%	1.00%	NA
Indianapolis	1.00%	1.00%	1.00%	1.00%	NA
Jacksonville	1.00%	1.00%	1.00%	1.00%	NA
Kansas City	1.00%	1.00%	1.00%	1.00%	NA
Little Rock	1.00%	1.00%	1.00%	1.00%	NA
Los Angeles	1.00%	1.00%	1.00%	1.00%	NA
Memphis	1.00%	1.00%	1.00%	1.00%	NA
Miami	1.00%	1.00%	1.00%	1.00%	NA
Milwaukee	1.00%	1.00%	1.00%	1.00%	NA
Nashville	1.00%	1.00%	1.00%	1.00%	NA
New Orleans	1.00%	1.00%	1.00%	1.00%	NA
New York	1.00%	1.00%	1.00%	1.00%	NA
Oklahoma	1.00%	1.00%	1.00%	1.00%	NA
Orlando	1.00%	1.00%	1.00%	1.00%	NA
Riverside	1.00%	1.00%	1.00%	1.00%	NA
Sacramento	1.00%	1.00%	1.00%	1.00%	NA
San Antonio	1.00%	1.00%	1.00%	1.00%	NA
San Diego	1.00%	1.00%	1.00%	1.00%	NA
San Francisco	1.00%	1.00%	1.00%	1.00%	NA
San Jose	1.00%	1.00%	1.00%	1.00%	NA
St. Louis	1.00%	1.00%	1.00%	1.00%	NA

AT&T and Customer Confidential Information

Page 16 of 18
 Sales Express!

MA XI or higher
 ROME ID: 1-PP944YG

ADI Express 1.0 PS v1 063023 AccessPromo
 AT&T Solution No. FMO723495345041
 Rate ID: ADIx-081224
 Metro Pricing 012521

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

5.15. Hi Cap Flex Billing Option - Ethernet Access MRC

No discounts apply.

Bandwidth	Access Speed	Discounted Ethernet Access MRC Group 1	Discounted Ethernet Access MRC Group 2	Discounted Ethernet Access MRC Group 3	Discounted Ethernet Access MRC Group 4
10 Mbps	10 Mbps	\$471.32	\$421.00	\$635.00	N/A
20 Mbps	20 Mbps	\$476.84	\$449.00	\$758.00	N/A
50 Mbps	50 Mbps	\$648.60	\$572.00	\$968.00	N/A
100 Mbps	100 Mbps	\$718.60	\$651.00	\$1,280.00	N/A
150 Mbps	150 Mbps	\$774.45	\$677.00	\$1,412.00	N/A
250 Mbps	250 Mbps	\$940.76	\$900.00	\$1,667.00	N/A
400 Mbps	400 Mbps	\$1,114.50	\$1,100.00	\$2,201.00	N/A
500 Mbps	500 Mbps	\$1,114.50	\$1,100.00	\$2,239.00	N/A
600 Mbps	600 Mbps	\$1,114.50	\$1,100.00	\$2,807.00	N/A
1000 Mbps	1000 Mbps	\$1,235.00	\$1,300.00	\$3,184.00	N/A
2 Gbps	10 Gbps	\$1,600.00	\$6,397.00	\$10,151.44	No Charge
3 Gbps	10 Gbps	\$1,600.00	\$6,397.00	\$10,151.44	No Charge
4 Gbps	10 Gbps	\$1,600.00	\$6,397.00	\$10,151.44	No Charge
5 Gbps	10 Gbps	\$1,600.00	\$6,397.00	\$10,151.44	No Charge
6 Gbps	10 Gbps	\$1,600.00	\$6,397.00	\$10,151.44	No Charge
7 Gbps	10 Gbps	\$1,600.00	\$6,397.00	\$10,151.44	No Charge
8 Gbps	10 Gbps	\$1,600.00	\$6,397.00	\$10,151.44	No Charge
9 Gbps	10 Gbps	\$1,600.00	\$6,397.00	\$10,151.44	No Charge
10 Gbps	10 Gbps	\$1,600.00	\$6,397.00	\$10,151.44	No Charge
10 Gbps	100 Gbps	\$31,043.55	N/A	N/A	No Charge
20 Gbps	100 Gbps	\$31,043.55	N/A	N/A	No Charge
30 Gbps	100 Gbps	\$31,043.55	N/A	N/A	No Charge
40 Gbps	100 Gbps	\$31,043.55	N/A	N/A	No Charge
50 Gbps	100 Gbps	\$31,043.55	N/A	N/A	No Charge
60 Gbps	100 Gbps	\$31,043.55	N/A	N/A	No Charge
70 Gbps	100 Gbps	\$31,043.55	N/A	N/A	No Charge
80 Gbps	100 Gbps	\$31,043.55	N/A	N/A	No Charge
90 Gbps	100 Gbps	\$31,043.55	N/A	N/A	No Charge
100 Gbps	100 Gbps	\$31,043.55	N/A	N/A	No Charge

5.15.1. Hi Cap Flex Billing Option - Ethernet Access Building Level Promotion - MRCs

Bandwidth	Access Speed	Discounted Ethernet Access MRC Group 5	Discounted Ethernet Access MRC Group 6	Discounted Ethernet Access MRC Group 7	Discounted Ethernet Access MRC Group 8
10 Mbps	10 Mbps	\$471.32	\$392.08	\$367.32	\$318.87
20 Mbps	20 Mbps	\$476.84	\$437.31	\$383.84	\$340.84

AT&T and Customer Confidential Information

Page 17 of 18
 Sales Express!

MA XI or higher
 ROME ID: 1-PP944YG

ADI Express 1.0 PS v1 063023 AccessPromo
 AT&T Solution No. FMO723495345041
 Rate ID: ADIx-081224
 Metro Pricing 012521

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

Bandwidth	Access Speed	Discounted Ethernet Access MRC Group 5	Discounted Ethernet Access MRC Group 6	Discounted Ethernet Access MRC Group 7	Discounted Ethernet Access MRC Group 8
50 Mbps	50 Mbps	\$648.60	\$485.80	\$449.12	\$423.60
100 Mbps	100 Mbps	\$718.60	\$604.00	\$513.40	\$475.60
150 Mbps	150 Mbps	\$774.45	\$649.30	\$582.45	\$500.45
250 Mbps	250 Mbps	\$940.76	\$743.20	\$720.60	\$615.00
400 Mbps	400 Mbps	\$1,114.50	\$925.00	\$740.00	\$668.00
500 Mbps	500 Mbps	\$1,114.50	\$925.00	\$740.00	\$668.00
600 Mbps	600 Mbps	\$1,114.50	\$925.00	\$740.00	\$668.00
1000 Mbps	1000 Mbps	\$1,235.00	\$1,000.00	\$760.00	\$688.00

The above Building Level MRCs are based upon eligible Customer Site(s) and apply to Customer's initial order. These MRCs may apply to subsequent orders based upon eligible Customer Site(s). If Site(s) are not eligible, the MRCs in table 5.15 will apply.

5.16. ADI Wireless Backup Option MRC

AT&T Equipment	Undiscounted MRC	Discount
ADI Wireless Backup Device	\$50.00	50.00%

5.17. Additional NRCs

No discounts apply.

Moving Charge	NRC Per Site
If scheduled during standard business hours – (8:00 a.m. to 5:00 p.m. Monday through Friday)	\$1,000.00
If scheduled outside standard business hours	\$1,500.00

5.18. ABW with Cisco Meraki MRC

No discounts apply.

ABW per Access Point (AP) MRC	\$42.00
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END OF DOCUMENT

AT&T and Customer Confidential Information

Page 18 of 18
 Sales Express!

MA XI or higher
 ROME ID: 1-PP944YG

ADI Express 1.0 PS v1 063023 AccessPromo
 AT&T Solution No. FMO723495345041
 Rate ID: ADIx-081224
 Metro Pricing 012521



AT&T PRICING SCHEDULE

Customer	AT&T
CITY-CLARKSTON GA GOVERNMENT Street Address: 1055 ROWLAND ST City: CLARKSTON State/Province: GA Zip Code: 30021-2626 Country: United States	AT&T Enterprises, LLC
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: TAMMI SADLER JONES Title: Manager Street Address: 736 PARK NORTH BLVD City: CLARKSTON State/Province: GA Zip Code: 30021-1901 Country: United States Telephone: 6784099683 Email: kldixon@cityofclarkston.com	Name: ATTUID: Street Address: City: State/Province: Zip Code: Country: Telephone: Email: Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: With a copy (for Notices) to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input checked="" type="checkbox"/>	
Name: Danielle Williamson Company Name: TrendCo Communications, Inc. (U) Agent Street Address: 4431 SW 64th avenue City: Davie State: FL Zip Code: 33314 Country: United States Telephone: 8882061962 Fax: Email: dw7819@outlook.com Agent Code: 41184	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer acknowledges that emergency calling (e.g., E911 or its equivalent outside the United States) may not be available with AT&T Office@Hand. Examples include if: a User's CPE is relocated; 911 is dialed from a location other than the Registered Location; an underlying broadband or WAN connection, or data service or application riding on the connection, is terminated, disrupted or impaired; electrical or battery power is lost; a Registered Location is not updated timely; a non-native telephone number is used; or the device is located outside of the United States. Customer further understands the limitations with emergency calls placed from mobile applications on cellular or Wi-Fi-enabled devices used in connection with AT&T Office@Hand. Such limitations and advisories are set forth in the AT&T Office@Hand Service Guide at http://serviceguidenew.att.com/sg_flashPlayerPage/OAH2.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 1874255

AT&T and Customer Confidential Information

AT&T PRICING SCHEDULE**1. SERVICES**

Service	Service Publication Location
AT&T Office@Hand (v2.0)	http://servicequidenew.att.com/sq_flashPlayerPage/OAH2

Software	Software License Agreement
AT&T Office@Hand desktop and mobile software	http://www.att.com/officeathandpolicy

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 month(s)
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. TERMINATION CHARGES

If Customer terminates this Pricing Schedule other than for cause or if AT&T terminates the Pricing Schedule for cause prior to end of the Term, AT&T will impose Termination Charges consisting of the average of the Monthly Recurring Charges associated with AT&T Office@Hand Editions for the last 12 months (or if less than 12 months, averaged over the months of active service) multiplied by the number of months remaining in the Term.

4. ADDITIONAL TERMS AND CONDITIONS

4.1. Purchased Equipment. Customer may purchase equipment under this Pricing Schedule for use with the Service and not for resale purposes ("Purchased Equipment"). PURCHASED EQUIPMENT IS NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR, OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH PURCHASED EQUIPMENT COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE. SHOULD CUSTOMER CHOOSE TO USE PURCHASED EQUIPMENT FOR SUCH APPLICATIONS, CUSTOMER DOES SO AT ITS OWN RISK.

4.1.1. Equipment Order List. AT&T shall provide the Purchased Equipment as identified in an applicable Order.

4.1.2. Availability and Delivery Schedule; Title and Risk of Loss; Returned Equipment

4.1.2.1. Availability and Delivery Schedule. AT&T's delivery of Purchased Equipment is contingent upon the availability and the delivery schedule of the manufacturer or supplier. AT&T cannot guarantee firm delivery dates.

4.1.2.2. Warranty Returns. If Purchased Equipment requires return during its respective warranty period, Customer must contact AT&T for return instructions. Customer must return the Purchased Equipment according to instructions provided by AT&T or its supplier. Customer will be responsible for payment of any associated restocking fees and return shipping and handling costs.

4.1.2.3. Non-defective Returns. If Customers seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T within 15 days following delivery of such Purchased Equipment to the ship to address in the applicable Order. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment.

4.1.2.4. Maintenance Returns. To return Purchased Equipment covered by a maintenance service plan, Customer must contact the applicable maintenance provider.

4.2. Intellectual Property Indemnity. AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY OR ALL SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY.

AT&T and Customer Confidential Information

Page 2 of 4

AT&T PRICING SCHEDULE**5. PRICING****5.1. AT&T Office @ Hand Pricing**

AT&T Office@Hand Monthly Charges*	Stabilized rates then in effect as specified in the Service Guide on Aug-31-2020
AT&T Office@Hand One-time Charges	Per the Service Guide rates as revised from time to time.
*Service Components added to the Service Guide after the Stabilization Date are available at undiscounted, non-stabilized rates.	

5.2. DISCOUNTS**5.2.1. United States**

Discounts only apply to Service Components listed in tables below.

Service Component	Quantity	Discount
Standard Edition	1-50 Users	43.00%
Standard Edition	51-100 Users	45.00%
Standard Edition	101-150 Users	5.00%
Standard Edition	151-250 Users	5.00%
Standard Edition	251-500 Users	5.00%
Standard Edition	501-1000 Users	5.00%
Standard Edition	1001+ Users	5.00%

Service Component	Quantity	Discount
Premium Edition	1-50 Users	35.00%
Premium Edition	51-100 Users	5.00%
Premium Edition	101-150 Users	5.00%
Premium Edition	151-250 Users	5.00%
Premium Edition	251-500 Users	5.00%
Premium Edition	501-1000 Users	5.00%
Premium Edition	1001+ Users	5.00%

Service Component	Quantity	Discount
Enterprise Edition	1-50 Users	30.00%
Enterprise Edition	51-100 Users	5.00%
Enterprise Edition	101-150 Users	5.00%
Enterprise Edition	151-250 Users	5.00%
Enterprise Edition	251-500 Users	5.00%
Enterprise Edition	501-1000 Users	5.00%
Enterprise Edition	1001+ Users	5.00%

AT&T PRICING SCHEDULE

Feature	Quantity	Discount
Limited Extension	1-50 Users	61.00%
Limited Extension	51-100 Users	5.00%
Limited Extension	101-150 Users	5.00%
Limited Extension	151-250 Users	5.00%
Limited Extension	251-500 Users	5.00%
Limited Extension	501-1000 Users	5.00%
Limited Extension	1001+ Users	5.00%

Service Component	Quantity	Discount
Emergency Location Mgmt	1-50 Users	33.00%
Emergency Location Mgmt	51-100 Users	33.00%
Emergency Location Mgmt	101-150 Users	33.00%
Emergency Location Mgmt	151+ Users	33.00%

Feature	Quantity	Discount
Live Reports	1-50 Live Reports	25.00%
Live Reports	51-100 Live Reports	25.00%
Live Reports	101-150 Live Reports	30.00%
Live Reports	151+ Live Reports	35.00%

Feature	Quantity	Discount
Phone Numbers	1-50 Phone Numbers	68.00%
Phone Numbers	51-100 Phone Numbers	10.00%
Phone Numbers	101-150 Phone Numbers	15.00%
Phone Numbers	151+ Phone Numbers	17.00%

Feature	Quantity	Discount
Meetings	1-50 Meetings	10.00%
Meetings	51-100 Meetings	15.00%
Meetings	101-150 Meetings	20.00%
Meetings	151+ Meetings	20.00%

FOR AT&T ADMINISTRATIVE USE ONLY	
Rate Plan	Office@Hand



Sales Contact Information
Williamson; Danielle
888-206-1962
dw7819@outlook.com

eSign Fax Cover Sheet

To: AT&T Automated Fax Handling Service

From:

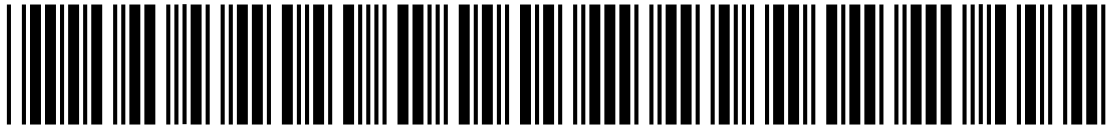
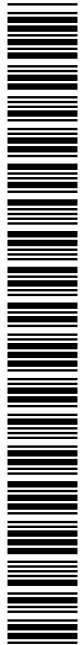
Fax: 877-374-4632 or 877-eSignFax

Total Pages: 1
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign Only the Signature Page with Signature, Title and Date.
2. Fax Only two(2) Pages:
 - a. eSign Fax Cover Page – This Page first, then,
 - b. Signature Page with Contract Id: 1874139
(see Picture below)



Request Id: 3155044
Contract Id: 1874139

Customer Signature Page

Customer	AT&T
CITY-CLARKSTON GA GOVERNMENT Street Address: 736 PARK NORTH BLVD City: CLARKSTON State/Province: GA Zip Code: 30021-1901 Country: US	AT&T Enterprises, LLC
Customer Contact (for notices)	AT&T Contact (for notices)
Name: TAMMI SADLER JONES Title: Manager Street Address: 1055 ROWLAND ST City: CLARKSTON State/Province: GA Zip Code: 30021-2626 Country: US Telephone: 6784099683 Fax: Email: kldixon@cityofclarkston.com Customer Account Number or Master Account:	Street Address: City: State/Province: Zip Code: Country:
AT&T Solution Provider or Representative Information (if applicable)	
Name: Danielle Williamson Company Name: TrendCo Communications, Inc. (U) Agent Street Address: 4431 SW 64th avenue Suite 113 City: Davie State: FL Zip Code: 33314 Country: United States Telephone: 8882061962 Fax: Email: dw7819@outlook.com Agent Code: 41184	

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Listed documents become effective upon execution of all documents identified by Contract ID below.

Documents Appended:	Contract IDs:
MASTER_AGREEMENT click here for details or http://serviceguide.att.com/masteragreement/	
AT&T_MANAGED_INTERNET_SERVICE_PRICING_SCHEDULE_CONTRACT_ID_1874138.pdf	1874138

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

Customer (by its authorized representative)
By:
Name:
Title:
Date:

Approved as to form:

Stephen Quinn
Stephen G. Quinn
City Attorney



Sales Contact Information
Williamson; Danielle
888-206-1962
dw7819@outlook.com

eSign Fax Cover Sheet

To: AT&T Automated Fax Handling Service

From:

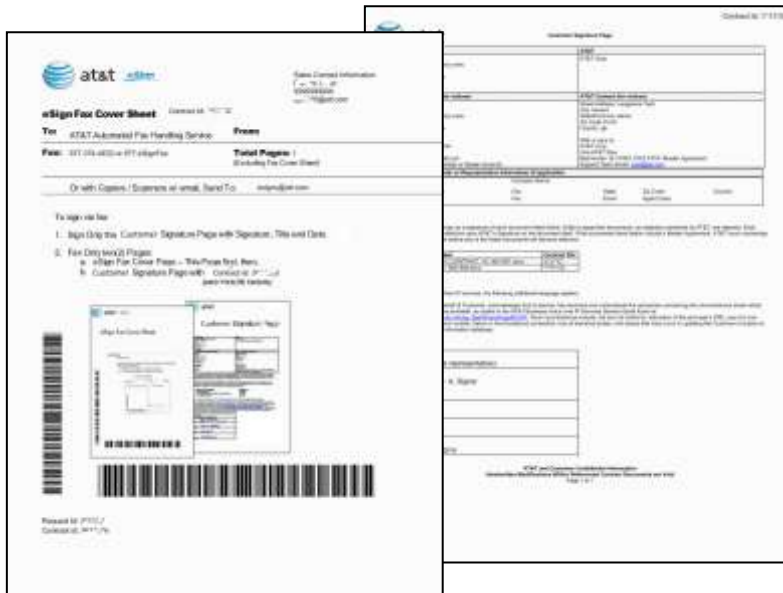
Fax: 877-374-4632 or 877-eSignFax

Total Pages: 1
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign Only the Signature Page with Signature, Title and Date.
2. Fax Only two(2) Pages:
 - a. eSign Fax Cover Page – This Page first, then,
 - b. Signature Page with Contract Id: 1874255
(see Picture below)



Request Id: 3155123
Contract Id: 1874255



Customer Signature Page

Customer	AT&T
CITY-CLARKSTON GA GOVERNMENT Street Address: 1055 ROWLAND ST City: CLARKSTON State/Province: GA Zip Code: 30021-2626 Country: US	AT&T Enterprises, LLC
Customer Contact (for notices)	AT&T Contact (for notices)
Name: TAMMI SADLER JONES Title: Manager Street Address: 736 PARK NORTH BLVD City: CLARKSTON State/Province: GA Zip Code: 30021-1901 Country: US Telephone: 6784099683 Fax: Email: kldixon@cityofclarkston.com Customer Account Number or Master Account:	Street Address: City: State/Province: Zip Code: Country:
AT&T Solution Provider or Representative Information (if applicable)	
Name: Danielle Williamson Agent Street Address: 4431 SW 64th avenue Suite 113 Telephone: 8882061962	Company Name: TrendCo Communications, Inc. (U) City: Davie Fax: State: FL Zip Code: 33314 Country: United States Email: dw7819@outlook.com Agent Code: 41184

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Listed documents become effective upon execution of all documents identified by Contract ID below.

Documents Appended:	Contract IDs:
MASTER AGREEMENT click here for details or http://serviceguide.att.com/masteragreement/	
Multiservice contract bundle_CONTRACT_ID_1874253.pdf	1874253

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

Customer (by its authorized representative)
By:
Name:
Title:
Date:

Approved as to form:

Stephen G. Quinn
City Attorney



Sales Contact Information
Williamson; Danielle
888-206-1962
dw7819@outlook.com

eSign Fax Cover Sheet

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

Total Pages: 1
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign Only the Signature Page with Signature, Title and Date.
2. Fax Only two(2) Pages:
 - a. eSign Fax Cover Page – This Page first, then,
 - b. Signature Page with Contract Id: 1874338
(see Picture below)



Request Id: 3155167
Contract Id: 1874338



Customer Signature Page

Customer	AT&T
CITY-CLARKSTON GA GOVERNMENT Street Address: 1055 ROWLAND ST City: CLARKSTON State/Province: GA Zip Code: 30021-2626 Country: US	AT&T Enterprises, LLC
Customer Contact (for notices)	AT&T Contact (for notices)
Name: TAMMI SADLER JONES Title: Manager Street Address: 736 PARK NORTH BLVD City: CLARKSTON State/Province: GA Zip Code: 30021-1901 Country: US Telephone: (404) 292-9465 Fax: Email: kldixon@cityofclarkston.com Customer Account Number or Master Account:	Street Address: City: State/Province: Zip Code: Country:
AT&T Solution Provider or Representative Information (if applicable)	
Name: Danielle Williamson Agent Street Address: 4431 SW 64th avenue Suite 113 Telephone: 888-206-1962	Company Name: TrendCo Communications, Inc. (U) City: Davie State: FL Zip Code: 33314 Country: United States Email: dw7819@outlook.com Agent Code: 41184

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Listed documents become effective upon execution of all documents identified by Contract ID below.

Documents Appended:	Contract IDs:
MASTER_AGREEMENT click here for details or http://serviceguide.att.com/masteragreement/	
AT&T_NETWORK_ON_DEMAND_CONTRACT_ID_1874335.pdf	1874335

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

Customer (by its authorized representative)
By:
Name:
Title:
Date:

Approved as to form:

Stephen Quinn
Stephen G. Quinn
City Attorney



CITY OF CLARKSTON

ITEM NO: 9C

CITY COUNCIL WORK SESSION/ COUNCIL MEETING

MEETING TYPE: Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Approval

MEETING DATE: NOVEMBER 7, 2024

SUBJECT: To consider an Alcoholic Beverages Late Night Sales application for consumption on premises for Ponce Sports Lounge located at 3924 E. Ponce De Leon Ave., Clarkston, GA 30021.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: [] YES [x] NO

ATTACHMENT: [] YES [] NO
PAGES:

PRESENTER CONTACT INFO: City Clerk, Tomika R. Mitchell
PHONE NUMBER: (404) 296-6489

PURPOSE: October 1, 2024, The City Council approved an ordinance amending Chapter 3 of the Code, regarding alcoholic beverages, to allow "late night sales" for consumption on the premises subject to certain conditions.

The City Clerk's Office received and reviewed an Alcoholic Beverages Late Night Sales application from Tesfamariyam H. Wegayehu, owner of Ponce Sports Lounge for Late night alcohol sales for consumption on premises. The location to be considered for this application is located at 3924 E. Ponce De Leon Ave., Clarkston, GA 30021.

NEED/ IMPACT: The Clarkston Police Department met with Mr. Jimmy at Ponce Sports Lounge on October 22, 2024, at approximately 11:30 a.m. to assess the noise level from the exterior of the business. Mr. Jimmy agreed to monitor the volume closely and keep the music at Level 3, which appeared reasonable and not a nuisance when tested from outside, including the parking lot.

The City Clerk determined all terms and conditions have been met pertaining to the ordinance.

RECOMMENDATION: Late night sales permits may be granted by the City Council if the City Council finds that late night sales at the subject location would not have an undue negative impact on the health, morals or general welfare of the residents of the city.



RECEIVED

OCT 10 2024

CITY OF CLARKSTON

**APPLICATION FOR ALCOHOLIC BEVERAGES LATE NIGHT SALES
FOR CONSUMPTION ON PREMISES**

As provided by Section 3-34 of the City's Code of Ordinances approved on October 1, 2024, the undersigned hereby makes application for a new license for Late Night Sales of Alcoholic Beverages for Consumption on Premises in the City of Clarkston, Georgia.

Name of Business or Corporation

Ponce Sport Lounge.

Location of License

3924 E Ponce de Leon Ave Clarkston GA-30021

Name, address and phone number of owner, resident corporate or regional manager making application for license

TESFAMARIYAM H. WEGAYEHU

Name, home address and phone number of Manager

1893 Weston Ln Tucker GA 30084
[REDACTED]

ALL STATEMENT MUST BE INITIALED AND MUST BE NOTARIZED

Terms and conditions; Any late-night sales permit that may be granted by the City Council is subject to the following terms and conditions:

T.W Late night sales shall only be allowed when the permittee engages an off-duty P.O.S.T. certified law enforcement officer currently employed in such capacity by either the City of Clarkston or DeKalb County to provide security at the licensed establishment, and such officer shall be present at the establishment to provide security at all times between 11:00 p.m. and thirty minutes after closing of the establishment on all days that the establishment is open for business.

T.W The permittee shall not allow any person under 21 years of age to be present at the premises after 11:00 p.m.

T.W Upon request by a city official, the permittee shall provide a sworn verification of the fact that a certified law enforcement officer is engaged at the premises and actually present there at all times required by this section.

T.W The permittee shall ensure that its facility installs and maintains reasonable noise-attenuation measures to prevent sound from inside the establishment from disturbing the peaceful repose of residents during late night sales hours. Applicants shall allow city officials designated by the city manager to inspect their premises as part of the application process and the city manager shall report to the City Council with regard to noise attenuation measures observed at the premises for the City Council's consideration in connection with the application for a late-night sales permit.

T.W The permittee shall ensure that the late-night patrons of its establishment do not disturb the peaceful repose of residents, including when such patrons are present at

the outside area of the licensed premises and any area, whether on the same lot as the licensed premises or another lot, where patrons of the establishment park vehicles while patronizing the establishment.

AFFIDAVIT

I understand that this Late-Night Sales Permit is temporary in nature. Each such permit shall expire upon the first to occur of the following: (1) The licensed establishment's general alcohol license is suspended, revoked, or expires without being renewed as required by this chapter for any reason; (2) The City Council revokes the late night sales permit; or (3) Two years elapse from the date of issuance of the late night sales permit.

Tim
Signature of Authorized Individual

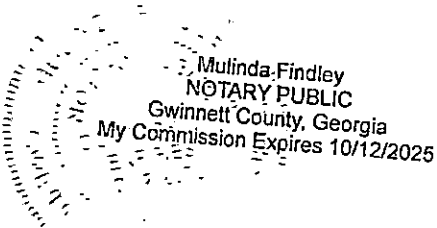
G. Manger
Title

Sworn to and subscribed before me

This 10th day of OCTOBER, 2024

Notary *Melinda Findley*

(Seal)



ORDINANCE NO. 500

AN ORDINANCE TO AMEND CHAPTER 3 OF THE CODE, REGARDING ALCOHOLIC BEVERAGES, TO ALLOW "LATE NIGHT SALES" FOR CONSUMPTION ON THE PREMISES SUBJECT TO CERTAIN CONDITIONS.

WHEREAS, the City Council has determined that "late night sales" of alcohol for consumption on the premises, as defined herein, present an important economic opportunity for businesses located within the City; and

WHEREAS, the City Council has determined that certain conditions must be met by licensed alcohol vendors in order to protect public safety and the peaceful repose of residents during the "late night sales" period.

NOW THEREFORE, BE IT ORDAINED BY the City of Clarkston, Georgia that Chapter 3 of the City's Code of Ordinances, concerning the sale of alcohol within the City of Clarkston, be amended as follows:

Section 1.

New Code Section 3-34 is hereby adopted, to read as follows:

"Sec. 3-34. Late night alcohol sales for consumption on premises.

(a) In addition to the permissible hours for sales of alcoholic beverages for consumption on the premises set out in Section 3-29, businesses licensed to sell alcohol for consumption on premises may obtain a temporary permit to also make "late night sales" of alcohol during the following hours, subject to the conditions set forth in this section:

- (1) Monday, Tuesday, Wednesday, Thursday and Friday mornings between 1:56 a.m. and 4:00 a.m.; and
- (2) Saturday morning between 2:51 a.m. and 4:00 a.m.

(b) *Late night sales permits.* Through November 1, 2024, businesses licensed to sell alcohol for consumption on premises may apply for a "late night sales permit" that, if granted, would allow the business to sell alcohol for consumption on the premises during the hours identified in subsection (a). Late night sales permits may be granted by the City Council if the City Council finds that late night sales at the subject location would not have an undue negative impact on the health, morals or general welfare of the residents of the city.

(c) *Terms and conditions.* Any late night sales permit that may be granted by the City Council is subject to the following terms and conditions:

- (1) Late night sales shall only be allowed when the permittee engages an off-duty P.O.S.T. certified law enforcement officer currently employed in such capacity by either the City of Clarkston or DeKalb County to provide security at the licensed establishment, and such officer shall be present at the establishment to provide security at all times between 11:00 p.m. and thirty minutes after closing of the establishment on all days that the establishment is open for business.
- (2) The permittee shall not allow any person under 21 years of age to be present at the premises after 11:00 p.m.
- (3) Upon request by a city official, the permittee shall provide a sworn verification of the fact that a certified law enforcement officer is engaged at the premises and actually present there at all times required by this section.
- (4) The permittee shall ensure that its facility installs and maintains reasonable noise-attenuation measures to prevent sound from inside the establishment from disturbing the peaceful repose of residents during late night sales hours. Applicants shall allow city officials designated by the city manager to inspect their premises as part of the application process and the city manager shall report to the City Council with regard to noise attenuation measures observed at the premises for the City Council's consideration in connection with the application for a late night sales permit.
- (5) The permittee shall ensure that the late night patrons of its establishment do not disturb the peaceful repose of residents, including when such patrons are present at the outside area of the licensed premises and any area, whether on the same lot as the licensed premises or another lot, where patrons of the establishment park vehicles while patronizing the establishment.

(d) *Duration of permit.* Late night sales permits granted under this section are temporary in nature. Each such permit shall expire upon the first to occur of the following:

- (1) The licensed establishment's general alcohol license is suspended, revoked, or expires without being renewed as required by this chapter for any reason;
- (2) The City Council revokes the late night sales permit; or
- (3) Two years elapse from the date of issuance of the late night sales permit.

(e) *Revocation of late night sales permit.* Upon good cause and competent evidence shown at a hearing upon five (5) days' written notice to the holder of such permit of the time, place, and purpose of the hearing and a general statement of the charges to be considered, the City Council may revoke any late night sales permit if it finds that the permittee has violated any of the terms and conditions of the permit as set forth in this section. The permittee may cross examine witnesses, present testimony and other evidence in its defense and may be represented by an attorney at the hearing."

Section 2.

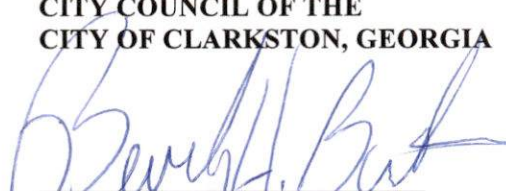
This ordinance shall become effective immediately upon its adoption by the City Council.

SO ORDAINED, this 1st day of October, 2024.


ATTEST:

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


Tomika R. Mitchell, City Clerk


Mayor Beverly H. Burks

Approved as to Form


Stephen G. Quinn, City Attorney



CITY OF CLARKSTON

ITEM NO: 9D

CITY COUNCIL REGULAR SESSION

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Defer

MEETING DATE: November 7, 2024

SUBJECT: Defer an ordinance to amend the text of the Clarkston Zoning Ordinance, Appendix A, Articles III and VI of the city code.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
PAGES:

PRESENTER CONTACT INFO: Richard Edwards,
CPL Planning Manager
PHONE NUMBER: 404-296-6489

PURPOSE: To defer an ordinance to amend the text of the Clarkston Zoning Ordinance, Appendix A, Articles III and VI of the city code, to increase the maximum floor area ratio, reduce the minimum lot size, and increase maximum lot coverage requirements for NR-3 lots; to reduce the minimum lot width and to remove side setback requirements for single family attached dwelling units (townhomes); to increase the maximum building height for TC lots; and to reduce parking requirements for certain dwelling types to encourage the development of multiple dwelling types within the city limits.

NEED/ IMPACT: Based on information provided from a committee member, this text amendment proposal originates from the Housing and Infrastructure committee after two (2) full meetings on the topic earlier in the year (April and May), and that there has been a significant amount of public discussion on these items over the past two years.

RECOMMENDATION: With respect to its findings, the Planning and Zoning Board members recommend this item be sent back to the Housing and Infrastructure Committee for further community engagement.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TEXT OF THE CLARKSTON ZONING ORDINANCE, APPENDIX A, ARTICLES III AND VI OF THE CITY CODE, TO INCREASE THE MAXIMUM FLOOR AREA RATIO, REDUCE THE MINIMUM LOT SIZE, AND INCREASE MAXIMUM LOT COVERAGE REQUIREMENTS FOR NR-3 LOTS; TO REDUCE THE MINIMUM LOT WIDTH AND TO REMOVE SIDE SETBACK REQUIREMENTS FOR SINGLE FAMILY ATTACHED DWELLING UNITS (TOWNHOMES); TO INCREASE THE MAXIMUM BUILDING HEIGHT FOR TC LOTS; AND TO REDUCE PARKING REQUIREMENTS FOR CERTAIN DWELLING TYPES TO ENCOURAGE THE DEVELOPMENT OF MULTIPLE DWELLING TYPES WITHIN THE CITY LIMITS.

WHEREAS, the City’s new Zoning Ordinance adopted in 2023 includes certain requirements for the development of real property located within the City limits; and

WHEREAS, the City desires to encourage housing diversity and affordability, and to that end encourages the development of multiple types of housing within the City limits; and

WHEREAS, the modification of certain dimensional and parking requirements for districts in which residential development is permitted will expand housing options within the City limits; and

WHEREAS, the City Council desires to amend the zoning ordinance to facilitate appropriate development within the City; and

WHEREAS, the City has fully complied with the requirements of the Zoning Procedures Law in adopting this ordinance.

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

SECTION 1. Appendix A, Article III, Division 2, Section 305 of the City of Clarkston Code of Ordinances is amended by deleting existing Table 3.4 and replacing it with the following:

Table 3.4 Residential Zoning District Dimensional Requirements			
	NR-1	NR-2	NR-3
Primary Structure			
Maximum FAR	0.4	0.4	1.0
Minimum Unit Size	1000 s.f.	900 s.f.	800 s.f.
Maximum Lot Coverage	50%	50%	SF detached: 50% SF attached (townhome): 67% Triplex: 62% Duplex: 57% Quadruplex: 67%

Maximum Building Height	35'	35'	35'
Minimum Lot Size	9,000 s.f.	7,500 s.f.	1,400 s.f.
Minimum Lot Width	75'	SF detached: 60' SF attached (Townhome): 18'	SF detached/Duplex/Triplex/Quadruplex: 50' SF attached (Townhome): 18'
Minimum Front Setback (SF detached)	30'	25'	15'
Minimum Front Setback (duplex/triplex/quadruplex)	N/A	N/A	15'
Minimum Front Setback (SF attached (townhome))	N/A	15'	15'
Minimum Side Setback (SF detached, duplex, triplex, quadruplex)	10'	7'	5'
Minimum Side Setback (SF attached (townhome))	0'	0'	0'
Minimum Rear Setback (SF detached)	25'	20'	15'
Minimum Rear Setback (duplex/triplex/quadruplex)	N/A	N/A	15'
Accessory Dwelling Unit			
Maximum Height	See Section 413		
Minimum Side Setback	10'	7'	5'
Minimum Rear Setback	10'	7'	5'

SECTION 2. Appendix A, Article III, Division 4, Section 314 of the City of Clarkston Code of Ordinances is amended by deleting existing Table 3.6 and replacing it with the following:

	NR-CD	RC	TC
Primary Structure			
Maximum FAR	2	1	5
Minimum Unit Size	700 s.f.	800 s.f.	700 s.f.
Maximum Lot Coverage	80%	50%	80%
Minimum Open Space	20%	20%	20%
Maximum Building Height	50'	35'	7 stories/100'
Minimum Lot Size	Single-Family Use: 5,000 s.f. Multi-Family Use: N/A Non-Residential Use: N/A	7,200 s.f.	N/A
Minimum Lot Width	Single-Family Use Detached: 60' Single-Family Use Attached (Townhome): 18' Multi-Family Use: 75'	50'	N/A

	Non-Residential Use: 75'		
Minimum Front Setback	Single-Family Use: 10' Multi-Family Use: 10' Non-Residential Use: 30'	15'	0'
Minimum Side Setback	Single-Family Use Detached: 15' between units Single-Family Use Attached (Townhome): 0' Multi-Family Use: 10' Non-Residential Use: 15'	7'	5'
Minimum Rear Setback	25'	20'	0'
Accessory Dwelling Unit			
Maximum Height	See Section 413		
Minimum Side Setback	5'	5'	5'
Minimum Rear Setback	5'	5'	5'

SECTION 3. Appendix A, Article VI, Section 607 of the City of Clarkston Code of Ordinances is amended by deleting subsections (a) and (b), and further amended by deleting existing Table 6.1 and replacing it with the following:

Table 6.1 Parking Requirements	
Use	Minimum Number of Spaces Required
Commercial:	
Government, Office, Retail, Service Establishment, Restaurant, and Similar Commercial Uses	1.5 per 300 square feet of gross floor
Vehicle Repair Garages, Paint and Body Shops, Welding Shops, and Similar Establishments	1 per 200 square feet of gross floor area
Vehicle rental establishment	1 per 200 square feet of gross floor area plus one space for every vehicle for rent

Vehicle service garages	3 spaces per service bay
Hotel and motel	.75 spaces per guest room
Bed and Breakfast Inn	1 parking space per guest room, plus 1 for the owner-operator
Recreation-Subdivision recreation area	1 space per 10 dwelling units
Recreation-Commercial and public	1 space per 200 sq. ft. of recreational space
Wholesale stores	1 space per 600 sq. ft. of gross floor area, plus 1 space per 2000 sq. ft. of gross storage area
Institutional	
Places of worship and other places of assembly	1 per each 8 seats in the sanctuary or meeting room where seating is fixed or 1 per 50 sq. ft. of gross floor area of sanctuary or meeting room where seating is not fixed
Theaters, Auditoriums, Funeral Homes, Community Centers and Other Places of Assembly	1 per each 4 seats where seating is fixed; 1 per 25 sq. ft. of gross floor area of assembly area where seating is not fixed
Social organizations including lodges and fraternal organizations	1 space per 250 sq. ft.
Hospitals or group homes	1 space per 2 beds
Libraries, galleries, and similar uses	1 space per each 400 sq. ft. of gross space to which the public has access
Schools (elementary, middle, high schools)	2 per classroom, plus 1 space per each 8 seats in auditorium or assembly area where seating is fixed or 1 per 50 sq. ft. of gross floor area of auditorium or assembly area where seating is not fixed
Schools (colleges, universities or adult education facilities)	As determined as part of the design approval
Daycare or nursery	2 spaces per classroom
Offices:	
Offices-Government, banks, professional, medical, general	1.5 per 300 sq. ft. of gross floor
Residential:	
Apartments, townhomes, condominiums, duplexes, triplexes, quadruplexes and other multi-family attached uses	Minimum of 1 space per dwelling unit
Boarding or rooming houses	1 space per 2 bedrooms
Cottage housing	1 space per dwelling unit as regulated in section 529
Single-family- detached	2 spaces per dwelling unit
Senior citizen independent living facility	.75 space per unit

SECTION 4. This ordinance is intended to be severable. Should any portion of this ordinance be judged invalid by a Court of competent jurisdiction, such order or judgment shall not invalidate the remainder of this ordinance.

SECTION 5. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

Notice Published in DeKalb Champion: _____

Public Hearing Held by City Council: _____

SO ORDAINED this _____ day of _____, **2024.**

ATTEST:

CITY COUNCIL OF
CITY OF CLARKSTON, GEORGIA

Tomika Mitchell, City Clerk

Mayor Beverly H. Burks

Approved as to form:

Stephen Quinn

Stephen G. Quinn, City Attorney



CITY OF CLARKSTON

ITEM NO: 9F

CITY COUNCIL REGULAR SESSION

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: November 7, 2024

SUBJECT: To approve the Applicants, Grace Denise Rainey-Orr, Garry Rainey, Victor Dwight Rainey, and John Barry Rainey request to rezone their properties located at 911 Mell Avenue, 917 Mell Avenue, 929 Mell Avenue, and 935 Mell Avenue from NR-1- Low-density Neighborhood District to NR-3 (High-density Neighborhood Residential District).

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
PAGES:

PRESENTER CONTACT INFO: Richard Edwards, CPL
Planning Manager
PHONE NUMBER: 404-296-6498

PURPOSE: In accordance with Sec. 205 (c). - Common procedures, to consider the Planning and Zoning Board recommendation(s) with respect to its findings on zoning case REZ-24-10-001– The Applicants, Grace Denise Rainey-Orr, Garry Rainey, Victor Dwight Rainey, and John Barry Rainey request to rezone their properties located at 911 Mell Avenue, 917 Mell Avenue, 929 Mell Avenue, and 935 Mell Avenue from NR-1- Low-density Neighborhood District to NR-3 (High-density Neighborhood Residential District).

NEED/ IMPACT: The rezoning request is the process of changing the designated zoning of NR-1, low—density to a higher density designation of NR-3. Based on the Clarkston 2040 Comprehensive Plan Future Land Use Map (FLUM), the proposal to rezone the subject properties from NR-1 to NR-3 corresponds with the applied character area of the Traditional Neighborhood Development. These areas are designated to nurture traditional neighborhood development patterns and housing types.

RECOMMENDATION: With respect to its findings, the Planning and Zoning Board members recommend approval of the request to rezone properties located at 911 Mell Avenue, 917 Mell Avenue, 929 Mell Avenue, and 935 Mell Avenue from NR-1- Low-density Neighborhood District to NR-3 (High-density Neighborhood Residential District) and any proposed development shall be in accordance with all applicable City, County, and GDOT development requirements, standards and regulations.



CITY OF CLARKSTON

ITEM NO: 9H

CITY COUNCIL WORK SESSION

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: November 7, 2024

SUBJECT: To approve a Modification to a zoning stipulation #19 on the Final Plat of the Parkside Subdivision, which states that “Every home shall have one visitors parking space to be located behind each homes carport”, to read “Every home shall have one visitors parking space to be located behind each homes carport or garage”.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
PAGES:

PRESENTER CONTACT INFO: Richard Edwards,
CPL Planning Manager
PHONE NUMBER: 404-296-6489

PURPOSE: Zoning case MOD-24-10-001 - The Applicant, Tad Braswell, on behalf of Southwyck Homes, requests a Modification to zoning stipulation #19 on the Final Plat of the Parkside Subdivision

NEED/ IMPACT: There are 28 remaining buildable lots for improvement in the Parkside Subdivision. A garage verses a carport provides extra protection and personal privacy for storing items such as sports equipment, yard tools, storage items, and more.

RECOMMENDATION: With respect to its findings, the Planning and Zoning Board members recommend approval to amend zoning condition number #19 **to read** “Every home shall have one visitors parking space to be located behind each home’s carport “or garage”.



Mayor
Beverly H. Burks

City Council
Debra Johnson, Vice Mayor
Yterenickia Bell
Jamie Carroll
Susan Hood
Mark Perkins

PLANNING & ZONING BOARD

SPECIAL-CALLED PUBLIC HEARING

October 31, 2024

6:00 P.M. – Public Hearing

3921 Church Street, Clarkston, GA 30021

AGENDA

- I. Meeting Called to Order
- II. Roll Call
- III. Approval of the October 31, 2024 Agenda
- IV. Approval of the August 20, 2024, Minutes
(The September meeting cancelled due to lack of quorum)
- V. Business arises from minutes.
Public Comments: Any member of the public may address the Planning and Zoning Board during the time allotted for public comment. Each attendee will be allowed 3 minutes. If your public comment contains a series of questions, please submit those to the Planning and Economic Development Director in writing on the Public Comment Card prior to the meeting. This will facilitate follow-up by staff or the city council. The Planning and Zoning Board desires to allow an opportunity for public comment, however, the business of the Board must proceed in an orderly and timely manner.
- VI. Old Business: None
- VI. New Business:
 1. Housing and Infrastructure Committee Text Amendments
Proposal:
 - i. Article III, Division 2 – Residential Districts, Sec. 305, Table 3.4 for Residential Districts Dimensional Standards, pertaining to NR-3 (High-density Neighborhood Residential District),
All districts with townhomes:
 - ii. the NR-2 (Medium-density Neighborhood Residential District),

- iii. Sec. 314, Dimensional requirements for Mixed-use Districts - NR-CD (Neighborhood Residential-Community Development District), Planned Unit Development - Planned Residential Development District), and Planned Unit Development - Planned Mixed-use Development District).
 - iv. Article VI, Division 3, Off-street parking requirements, Sec. 607. Off-street parking requirements – pertaining to Sec. 607 (a) and Table 6.1 for Parking requirements.
 - v. Article III, Division 4, Mixed Use Districts, Sec. 314, - Dimensional requirements, pertaining to Table 3.6 for the Town Center District.
- 2. MOD-24-10-001 - The Applicant, Tad Braswell, on behalf of Southwyck Homes, is requesting a Modification to zoning condition #19 on Site Plan of the Parkside Subdivision, from “Every home shall have one visitors parking space to be located behind each homes carport” **to read** “Every home shall have one visitors parking space to be located behind each homes carport **or garage**”.
 - 3. REZ-24-10-001 – The Applicants, Grace Denise Rainey-Orr, Garry Rainey, Victor Dwight Rainey, and John Barry Rainey are requesting to rezone properties located at 911 Mell Avenue, 917 Mell Avenue, 929 Mell Avenue, and 935 Mell Avenue from NR-1 District to NR-3.

VII. Adjourn

REZONING ANALYSIS

Report Prepared by: Adleasia Cameron, Planning & Development Director

Applicant: Tad Braswell, on behalf of Southwyck Homes

Location:

Address:	Parcel ID
3780 Cottage Circle	18 067 02 228
3786 Cottage Circle	18 067 02 229
3792 Cottage Circle	18 067 02 230
3798 Cottage Circle	18 067 02 231
3804 Cottage Circle	18 067 02 232
3810 Cottage Circle	18 067 02 233
918 Green Lane	18 067 02 242
914 Green Lane	18 067 02 243
910 Green Lane	18 067 02 244
906 Green Lane	18 067 02 245
929 West Green Lane	18 067 02 246
933 West Green Lane	18 067 02 247
937 West Green Lane	18 067 02 248
941 West Green Lane	18 067 02 249
940 West Green Lane	18 067 02 250
936 West Green Lane	18 067 02 251
932 West Green Lane	18 067 02 252
928 West Green Lane	18 067 02 253
3881 Cottage Circle	18 067 02 254
3885 Cottage Circle	18 067 02 255
3889 Cottage Circle	18 067 02 256
3893 Cottage Circle	18 067 02 257
3870 Cottage Circle	18 067 02 258
3864 Cottage Circle	18 067 02 259
3858 Cottage Circle	18 067 02 260
3852 Cottage Circle	18 067 02 261
3846 Cottage Circle	18 067 02 262
3840 Cottage Circle	18 067 02 263

Request: To modify zoning condition # 19 on conceptual site plan which state that “Every home shall have a minimum of one visitor parking space to be located behind each home’s carport.” **Modify condition to read:** “Every home shall have a minimum of one visitor parking space to be located behind each home’s carport or garage.”

Proposed Use /Purpose: Garage for single dwelling units

Current Land Use: Thirty-six (36) single dwelling Units

Future Land Use: According to the Clarkston 2040 Comprehensive Plan, the subject area is characterized as Traditional Neighborhood Development. Traditional Neighborhood Development are areas designated to nurture traditional neighborhood development patterns and housing types. This includes walkable areas of single-family homes, duplexes and triplexes, cottage courtyard housing, 4–6-unit walk-up apartment buildings, and townhouses.

Sign Posted: 9/30/2024.
Community Meeting: 10/7/2024
Planning and Zoning Meeting: 10/31/2024
City Council Work Session: 10/29/2024
City Council Meeting Date: 11/07/2024

Lots' Size:

Number	Size
1	3450 SF
2-5	3780SF each
6	3248.74
15-26	3977.50 each
27	3391.71
28-29	3440 SF each
30	3391.71 SF
31-36	5025 SF each

Road Access: East Avenue

Public Utilities:

Water and Wastewater Treatment – Public water service is available and connected on the improved lots, however not yet available on the buildable lots. As the subdivision is currently being developed, public water service is warranted and will be made available via a line extension at the developer's expense.

Zoning History:

A review of City records indicates that the subject area was annexed into the City in January 2019. At the time of annexation, the subject property was zoned as NR-1, (low-density neighborhood residential district) intended primarily for single-family detached dwellings with greater amounts of open space. The annexation and rezone request from NR-1 to NR-3, High Density neighborhood residential district was approved on May 7, 2019, with zoning conditions. The recorded final plat dated December 8, 2022, depicts 36 lots.

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

Table 1.0

	Current Zoning	Current Land Use
North	NR-1, Low density residential	Park and Recreation
East	NR-1, Low density residential	Single-family dwelling
South	R-85 Dekalb County	Unincorporated Dekalb County
West	R-85 Dekalb County	Unincorporated Dekalb County

Rezoning Review Criteria: Analysis of Request to modify a zoning condition (Article II, Sec. 201).

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

The proposed request to add the words “or garage” to the existing zoning condition will allow a completely enclosed structure that offers a property owner the privacy, protection, and security for private property, storage, and other valuable items such as: sports equipment, yard tools, and/or gardening supplies.

Criteria 2: Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

Yes, garage doors are reasonable and suitable for the privacy and protection of prospective property owners in the subdivision and nearby property. They provide protection and personal privacy.

Criteria 3: Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

No, the proposal will not have any adverse effect on the existing use or usability of adjacent or nearby properties. A garage is defined as a completely enclosed structure that offers privacy, protection, and security for a vehicle, storage, and other valuable items. According to real estate experts, a garage adds value to a home versus a carport. Carports are inexpensive and easier to install but may lack curb appeal. They also make private property susceptible to intruders and weathering erosion.

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

A carport is defined as an outdoor structure providing overhead protection from the elements. They are smaller, more economical, and quicker to build. A carport can be attached or a freestanding structure to a house that can be installed without a permit depending on its size.

A garage is defined as a completely enclosed structure offering storage space and overall security. A garage can be separated or attached to a house. Garages match the home’s color and material scheme and come in design choices. A garage provides dry, secure, often climate-controlled storage for not only vehicles but also appropriate for storing other items such as sports equipment, yard tools, gardening supplies, boxed storage items, and more.

Garages provide extra protection and personal privacy.

Criteria Point 5: Whether the zoning proposal will result in a use that may cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. No, the nature of the proposal to add the words “or garage” to the existing condition will

have no impact on or cause any excessive or burdensome use on existing streets, transportation facilities, utilities, or schools.

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

No. The applicant is requesting to modify zoning condition # 19 which stipulates, that “Every home shall have a minimum of one visitor parking space to be located behind each home’s **carport**” to read, “Every home shall have a minimum of one visitor parking space to be located behind each home’s **carport “or garage”**”.

As noted under criterion #4, a carport is defined as an outdoor structure providing overhead protection. They are more economical and quicker to build. A carport can be attached or a freestanding structure to a house, which can be installed without a permit, depending on its size. On the other hand, a garage is defined as a completely enclosed structure used for storage space and security. A garage may be separate or attached to a house. A garage generally matches the home’s color and material scheme and comes in design choices. Additionally, a garage provides a dry entrance, security, and storage for not only vehicles but also for storing other expensive items such as: sports equipment, yard tools, gardening supplies,

Criteria Points 7 & 8: Whether the zoning proposal is compatible with the principles of the most current adopted version of the city’s future land use map and comprehensive plan.

The Clarkston 2040 Update proposed a housing policy to create design standards that reflect the architectural diversity and history of Clarkston listed in a previous LCI planning study (2015) under Land Use Problems and Issues, which stated that existing structures were poor aesthetically and lacked design standards. Therefore, it is reasonable to believe that adding the option for a garage in the subject area would bring a higher economic return to the prospective property owners.

Comments:

The community meeting was held on October 7, 2024. The meeting was held at 3827 Cottage Circle, in the subdivision. The surrounding property owner within 300 feet attended the meeting at the subject site (see Exhibit “A”).

See Exhibit “B” for the notification letter to the surrounding property owner within 300 feet and comments from attendees.

Recommendation:

Staff recommends **approval** of the request from the applicant to modify the zoning condition to add the words “or garage” to the zoning condition.

All other conditions remain the same.

Attachments:

- Application
- Campaign Disclosure Form
- Letter of Ownership/Intent (6)
- Survey
- Site Plan
- Tax Map
- Zoning Map
- Aerial Map
- Site Photograph

EXHIBIT "A"

Parkside Zoning Condition Change Request Public Meeting Summary.

- I. The meeting was attended by 8 neighbors. The consensus was in support of the change.
- II. See attached
- III. The comments were mostly in favor of the change. There were concerns on how the first 8 homes were permitted with garage doors. There was no talk of not wanting to have garages in the community.
- IV. The concern of the permits is City issue and it was addressed by Mr. Carroll.
- V. See attached.
- VI. See Attached.

EXHIBIT "B"

Dear Neighbor,

We have submitted for a change to zoning condition #19 in our original zoning. The request is as follows:

” Every home shall have a minimum of one visitors parking space to be located behind each home’s carport”. We are requesting the condition to be revised to read “Every home shall have one visitors parking space to be located behind each homes carport **or garage.**”

We are having a meeting on Monday evening October 7, 2024, at 6:30 to answer any questions you may have.

We will be meeting at our model home in the Parkside Community, lot 10, 3827 Cottage Circle.

We hope you can make it.

Tad Braswell

Southwyck Homes

3801 East Avenue Clarkston, GA 30021
3787 East Avenue Clarkston, GA 30021
3792 East Avenue Clarkston, GA 30021
3798 East Avenue Clarkston, GA 30021
3804 East Avenue Clarkston, GA 30021
3805 Poplar Drive Clarkston, GA 30021
3799 Poplar Drive Clarkston, GA 30021
3781 East Avenue Clarkston, GA 30021

883 Lagoon Court Stone Mountain, GA 30083
875 Lagoon Court Stone Mountain, GA 30083
867 Lagoon Court Stone Mountain, GA 30083
861 Lagoon Court Stone Mountain, GA 30083
855 Lagoon Court Stone Mountain, GA 30083
851 Lagoon Circle Stone Mountain, GA 30083
849 Lagoon Circle Stone Mountain, GA 30083

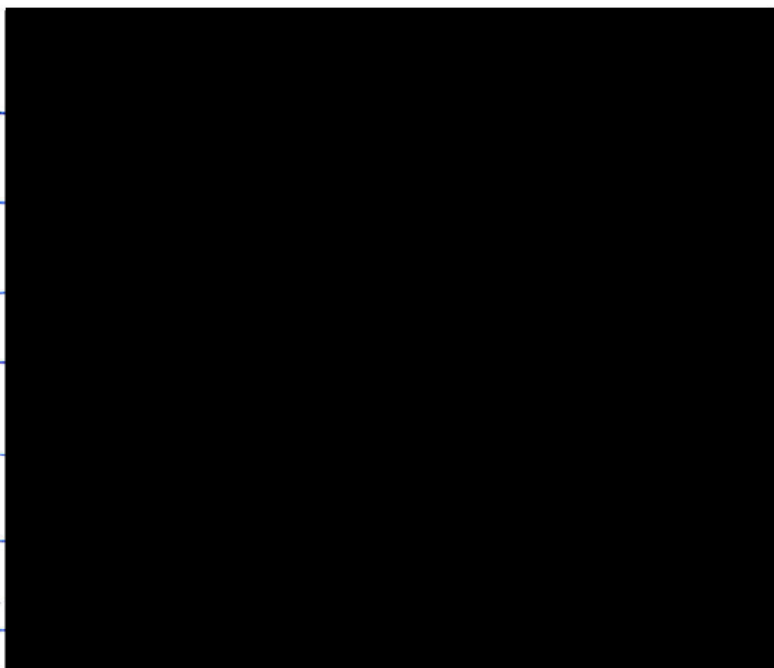
930 Belle Glade Drive Stone Mountain, GA 30083
924 Belle Glade Drive Stone Mountain, GA 30083
918 Belle Glade Drive Stone Mountain, GA 30083
912 Belle Glade Drive Stone Mountain, GA 30083

PARLOR MEETING SIGN-UP

NAME

ADDRESS

- ① Bradford
- ② Jamie Carroll
- ③ DEAN MOORE
- ④ Ann McCormack
- ⑤ Valissa Turner
- ⑥ Maggie Deaton
- ⑦ Jazmyne Boothe & Andre Boothe
- ⑧ _____
- ⑨ _____
- ⑩ _____
- ⑪ _____
- ⑫ _____
- ⑬ _____





AMENDMENT TO ZONING CONDITIONS APPLICATION

This page must be completed by the Applicant. Please see Applicant Instructions for full requirements.

APPLICANT INFORMATION

Applicant Name Tad Braswell		Company Southwyck Homes	
Mailing Address 70 Mansell Ct, [REDACTED]		Suite/Apt. # Suite 110	City, State Alpharetta, Georgia 30076
Primary Phone #	Alternate Phone #	Fax #	
Email Address tad@southwyckhomes.com			

PROJECT SUMMARY

Name of Project Parkside Original Re-zoning Case #: 11-6

Detailed Description of Modification (Include proposed use(s) and square footage of floor area for each use):
Although we believe this is unnecessary. We are requesting a clarification to 19. Which states "Every home shall have a minimum of one visitor parking space to be located behind each home's carport. We are requesting this condition to be replaced with the following "Every home shall have a minimum one one visitor parking space to be located behind each home's carport or garage"

Total Number of Parcels Involved: <u>38</u>	Total Project Acreage: <u>6.292</u>
Total Number of Buildings: <u>8</u>	Total Estimated Cost of Planned Improvements: <u>N/A</u>

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

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

<u>[Signature]</u> Applicant Signature	<u>9-16-2024</u> Date
<input checked="" type="checkbox"/> Property Owner	<input type="checkbox"/> Owner's Agent

PROPERTY INFORMATION/OWNER AUTHORIZATION

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

PROPERTY # _____ OF _____ TOTAL see attached

PARCEL (PROPERTY) INFORMATION

Property Address/Location <u>SEE ATTACHED</u>	Suite/Apt. #	City, State	Zip Code
Parcel ID/Property Tax Identification Number	Total Acreage		

Lot #	Address	Parcel ID	Acres
Non Lot	3809 EAST AVE	18 067 02 025	0.091
Lot 1	3780 COTTAGE CIR	18 067 02 228	0.079
Lot 2	3786 COTTAGE CIR	18 067 02 229	0.087
Lot 3	3792 COTTAGE CIR	18 067 02 230	0.087
Lot 4	3798 COTTAGE CIR	18 067 02 231	0.087
Lot 5	3804 COTTAGE CIR	18 067 02 232	0.087
Lot 6	3810 COTTAGE CIR	18 067 02 233	0.075
Lot 7	3815 COTTAGE CIR	18 067 02 234	0.078
Lot 8	3819 COTTAGE CIR	18 067 02 235	0.079
Lot 9	3823 COTTAGE CIR	18 067 02 236	0.079
Lot 10	3827 COTTAGE CIR	19 067 02 237	0.078
Lot 11	907 EAST GREEN LN	20 067 02 238	0.079
Lot 12	911 EAST GREEN LN	18 067 02 239	0.079
Lot 13	915 EAST GREEN LN	18 067 02 240	0.079
Lot 14	919 EAST GREEN LN	18 067 02 241	0.079
Lot 15	918 EAST GREEN LN	18 067 02 242	0.079
Lot 16	914 EAST GREEN LN	18 067 02 243	0.079
Lot 17	910 EAST GREEN LN	18 067 02 244	0.079
Lot 18	906 EAST GREEN LN	18 067 02 245	0.079
Lot 19	929 WEST GREEN LN	18 067 02 246	0.079
Lot 20	933 WEST GREEN LN	18 067 02 247	0.079
Lot 21	937 WEST GREEN LN	18 067 02 248	0.079
Lot 22	941 WEST GREEN LN	18 067 02 249	0.079
Lot 23	940 WEST GREEN LN	19 067 02 250	0.079
Lot 24	936 WEST GREEN LN	18 067 02 251	0.079
Lot 25	932 WEST GREEN LN	18 067 02 252	0.079
Lot 26	928 WEST GREEN LN	18 067 02 253	0.079
Lot 27	3881 COTTAGE CIR	18 067 02 254	0.078
Lot 28	3885 COTTAGE CIR	18 067 02 255	0.079
Lot 29	3889 COTTAGE CIR	18 067 02 256	0.079
Lot 30	3893 COTTAGE CIR	18 067 02 257	0.078
Lot 31	3870 COTTAGE CIR	18 067 02 258	0.115
Lot 32	3864 COTTAGE CIR	18 067 02 259	0.115
Lot 33	3858 COTTAGE CIR	18 067 02 260	0.115
Lot 34	3852 COTTAGE CIR	18 067 02 261	0.115
Lot 35	3846 COTTAGE CIR	18 067 02 262	0.115
Lot 36	3840 COTTAGE CIR	18 067 02 263	0.115
Non lot	3774 COTTAGE CIR	18 067 02 264	1.727



AMENDMENT TO ZONING CONDITIONS APPLICATION

Single Family Residential _____ NR-3 _____
 Present Use(s) Present Zoning (Official Zoning Map)
 Single Family Residential _____
 Proposed Use(s) _____

PROPERTY OWNER

Southwyck Construction, LLC _____ Southwyck Construction, LLC _____
 Owner (Person, Firm, Corporation, or Agency) Company Name
 70 Mansell Ct Suite 110 Alpharetta, GA 30076
 Mailing Address Suite/Apt. # City, State Zip Code

 Primary Phone # Alternate Phone # Fax #
 tad@southwyckhomes.com
 Email Address _____

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

 Name and Company (Owner's Agent or Attorney)

 Mailing Address Suite/Apt. # City, State Zip Code

 Primary Phone # Alternate Phone # Fax #

 Email Address _____

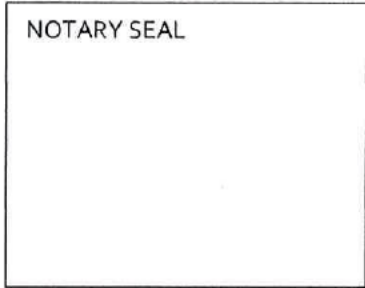
AUTHORIZATION FOR AGENT (If applicable)

 Owner Signature _____ Date _____

 Print Name

Subscribed and sworn before me this _____ day of _____, 20____.

 Signature of Notary Public in the State of Georgia
 My Commission expires: _____



FOR OFFICE USE/DETERMINATION

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

_____ **Amendment to Zoning Conditions** (Fee) \$ _____

Pre-Application Date: _____ **Planning Director/Engr Project #** _____



Disclosure of Campaign Contributions

Pursuant to OCGA, Section 36-67A-3(a), the following disclosure is mandatory when an applicant or any representative has made campaign contributions aggregating \$250.00 or more to a local government within two (2) years immediately preceding the filing of this application.

It shall be the duty of the applicant and the attorney representing the applicant to file a disclosure with the governing authority of the respective local government. The following questions **must** be answered:

Have you, the applicant, made \$250.00 or more in campaign contributions to a **local** government official within two years immediately preceding the filing of this application?

Yes No

If the answer is **yes**, you must file a disclosure report with the governing authority of City of Clarkston showing:

1. The name and official position of the local governing authority in City of Clarkston to whom the campaign contribution was made.

N/A

Name and official position of the applicant/representative (Please Print)

2. The dollar amount and description of each campaign contribution made during the two (2) years immediately preceding the filing of this application and the date of each such contribution was made.

N/A

\$ *N/A*

Description of Campaign Contribution (Please Print)

Dollar Amount

This disclosure must be filed within ten (10) days after the application is first filed and must be submitted to the City of Clarkston, 8921 Church Street, Clarkston, GA 30021.

[Signature]

Signature (choose one) Applicant Owner

9-16-2024

Date

[Signature]

Notary Signature

9/16/24

Date and Seal





September 16, 2024

Lisa Cameron
Planning & Development Director
1055 Rowland St.
Clarkston, GA 30021

RECEIVED
SEP 18 2024
CITY OF CLARKSTON

Dear Lisa,

Although we feel this zoning condition change is unnecessary, because there are 8 homes in the community which have garage doors and garages or Private carports. We are requesting the City to revise the existing condition number 19. It states the following "Every home shall have a minimum of one visitors parking space to be located behind each home's carport". We are requesting the condition to be revised to read "Every home shall have one visitors parking space to be located behind each homes carport **or garage.**"

The following are the responses to the review standards:

- a) We believe it is immoral to allow some residence and not all to have the safety and privacy of a garage.
- b) The use of the property will not change and will allow it to be the same as the existing homes and homes in the surrounding area.
- c) The change will allow all homes in the subdivision to be the same.
- d) The revision will allow the new homes to have the same value as the existing homes.
- e) The use of the property will remain the same and will not cause increase the burdon on existing facilities.
- f) Because the City has already permitted and issued certificates of occupancy for 8 homes under the conditions as they are currently written, we believe that is supporting grounds for approval.
- g) We cannot find there are any future plans in the city to not allow garages on new homes in the city.
- h) We cannot find there are any future plans in the city to not allow garages on new homes in the city.

We appreciate your consideration of this matter and look forward to working with you on this project.

Sincerely,

Tad Braswell
Manager, Southwyck Homes
Cell: 404-234-6669

70 Mansell Court, Suite 110, Alpharetta, GA 30076 • 678-929-7075
www.southwyckhomes.com

OWNER/DEVELOPER:
DNC CLARKSON LLC
8256 PEACHTREE ROAD, SUITE 100
ATLANTA, GA 30341
PHONE: 770-432-5058
CONTRACT: UNIT RULINGS
EMAIL: matt@clarksonllc.com

SURVEYOR/ENGINEER:
MCFARLAND-DYER & ASSOCIATES, INC.
4174 SILVER PEAK PARKWAY
DUNWOODY, GEORGIA 30346
PHONE: 770-432-6000 FAX: 770-432-6051
(SURVEYOR) CONTACT: CHRIS WHITLEY
EMAIL: ChrisWhitley@mda.com
(ENGINEER) CONTACT: JOHN BERRY, P.E.
EMAIL: JohnBerry@mda.com

FINAL PLAT FOR: PARKSIDE (A.K.A. GARDENS OF EAST AVENUE) (A.K.A. CLARKSTON TRACT)

RECEIVED
SEP 18 2024
CITY OF CLARKSTON
DEKALB COUNTY
ATLANTA, GEORGIA
TAX PARCEL # 18-067-02-001

TAX PARCEL ADDRESS: 3809 EAST AVENUE
CLARKSTON, GA 30021
DEKALB COUNTY AP#3053801



DeKalb County
DEVELOPMENT SERVICES
APPROVED

AP 2023001
DATE 09/16/2023

The Department of Planning and Development has reviewed the plat and approved it for recording. This approval is based on the information provided and does not constitute a warranty of any kind. The Department of Planning and Development is not responsible for the accuracy of the information provided or for the consequences of any errors or omissions. The Department of Planning and Development reserves the right to require the correction of errors.

LOCATION MAP
N.T.S.

Planning, Mechanical, Gas, and Electrical sections of these plans have not been reviewed for compliance with technical codes and will be field-verified during inspection.



SURVEYOR'S CERTIFICATION BOX
As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

[Signature] 12-11-2022

- UTILITY NOTES:**
- ALL DESIGN & CONSTRUCTION FOR WATER, SEWER, FIRE LINES, LIFT STATIONS & BACKFLOW PREVENTION SHALL COMPLY WITH DEKALB COUNTY DEPARTMENT OF WATERSHED MANAGEMENT DESIGN STANDARDS 2009 EDITION, VERSION 1.0. ACTUAL FIELD CONDITIONS MAY DICTATE MORE STRINGENT REQUIREMENTS IF DEEMED NECESSARY BY THE CONSTRUCTION INSPECTOR.
 - PROJECTS INVOLVING CONSTRUCTION OF TOWNHOMES AND/OR CONDOMINIUMS ARE REQUIRED TO HAVE INDIVIDUAL METERS FOR EACH UNIT.
 - FIELD CHANGES DURING CONSTRUCTION MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE COUNTY WATER & SEWER ENGINEER BEFORE CHANGES ARE IMPLEMENTED.
 - CONTRACTOR MUST JET CLEAN AND T.V. SANITARY SEWER LINES AFTER CONNECTIONS ARE MADE TO THE EXISTING SEWER TIE-IN POINTS. TRACER WIRE TO BE INSTALLED FOR PVC PIPES.
 - THRUST BLOCKS ARE REQUIRED WHENEVER PIPE CHANGES DIRECTIONS (TEES, BENDS, ECT.).
 - POTABLE WATER MAINS SHALL MAINTAIN A TEN (10') FOOT HORIZONTAL AND EIGHTEEN (18') INCH VERTICAL CLEARANCE FROM NON-POTABLE PIPELINES.
 - GRAVITY SEWER LINE MATERIAL SHALL BE PVC (SDR35) OR DIP (CLASS 350).
 - FIRE LINES, F.O.G., BACKFLOW PREVENTION, AND LIFT STATIONS REQUIRE A SEPARATE REVIEW.
 - DEKALB COUNTY SHALL BE RESPONSIBLE SOLLEYFOR THE 8 INCH SANITARY SEWER, THE 6 INCH SEWER SERVICE LATERAL PIPE UP TO THE CLEAN OUT, AND THE 8 INCH WATER MAIN.
 - THE OWNER/DEVELOPER IS RESPONSIBLE FOR PROVIDING LONG SIDE AND SHORT SIDE WATER SERVICE LINES EXTENDED PAST OR OUTSIDE THE SIDEWALK.
 - ALL STREETS, CURB, SIDEWALK, STORM WATER FEATURES, AND UTILITIES INSIDE THE BOUNDARY SHOWN HEREON HAVE NOT YET BEEN CONSTRUCTED AND ARE BASED ON PROPOSED CONSTRUCTION DRAWING EXCEPT FOR THOSE LABELED EX. OR EXISTING.

LOT AREA CHART

LOT #	SO. FT. ACRES
1	3,240.00 (0.072)
2	3,720.00 (0.087)
3	3,720.00 (0.087)
4	3,720.00 (0.087)
5	3,720.00 (0.087)
6	3,720.00 (0.087)
7	3,720.00 (0.087)
8	3,720.00 (0.087)
9	3,720.00 (0.087)
10	3,720.00 (0.087)
11	3,720.00 (0.087)
12	3,720.00 (0.087)
13	3,720.00 (0.087)
14	3,720.00 (0.087)
15	3,720.00 (0.087)
16	3,720.00 (0.087)
17	3,720.00 (0.087)
18	3,720.00 (0.087)
19	3,720.00 (0.087)
20	3,720.00 (0.087)
21	3,720.00 (0.087)
22	3,720.00 (0.087)
23	3,720.00 (0.087)
24	3,720.00 (0.087)
25	3,720.00 (0.087)
26	3,720.00 (0.087)
27	3,720.00 (0.087)
28	3,720.00 (0.087)
29	3,720.00 (0.087)
30	3,720.00 (0.087)
31	3,720.00 (0.087)
32	3,720.00 (0.087)
33	3,720.00 (0.087)
34	3,720.00 (0.087)
35	3,720.00 (0.087)
36	3,720.00 (0.087)
37	3,720.00 (0.087)
38	3,720.00 (0.087)
39	3,720.00 (0.087)
40	3,720.00 (0.087)

BOUNDARY LINE CHART

LINE	BEARING	DISTANCE
BL1	N 19°44'27" W	4.85
BL2	N 78°11'09" W	8.50
BL3	S 85°21'07" W	6.69
BL4	S 52°07'44" W	18.22
BL5	S 02°32'04" W	6.92
BL6	S 18°06'28" E	16.79
BL7	S 29°36'52" W	18.37
BL8	S 53°30'07" W	15.76
BL9	N 89°03'34" W	13.31
BL10	N 54°28'58" W	18.02
BL11	N 48°09'38" W	11.12
BL12	S 56°24'14" W	18.66
BL13	N 83°19'08" W	13.62
BL14	N 36°05'42" W	3.05
BL15	S 71°05'43" W	15.49
BL16	S 54°07'39" W	35.71
BL17	N 83°53'52" W	23.45
BL18	N 59°25'39" W	39.19
BL19	N 77°24'46" W	49.55
BL20	N 53°17'32" W	7.04
BL21	N 78°45'14" W	39.58
BL22	S 84°53'21" W	34.20
BL23	S 86°07'05" W	32.14
BL24	S 82°15'44" W	40.80
BL25	S 85°48'26" W	23.88
BL26	S 50°55'31" W	14.66
BL27	N 50°02'03" W	20.62
BL28	N 81°09'28" W	35.77
BL29	N 76°58'44" W	31.78
BL30	N 58°33'43" W	14.92
BL31	N 41°35'02" W	25.24
BL32	N 55°58'12" W	25.80
BL33	N 29°35'27" W	17.99
BL34	N 54°21'10" W	5.27
BL35	N 80°23'21" W	16.38
BL36	N 48°37'43" W	17.81
BL37	N 52°38'47" W	10.28

CURVE CHART

CURVE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	40.15	25.50° S 25°19'10" W	36.13
C2	39.79	25.50° S 24°47'59" E	35.79
C3	14.35	25.50° S 82°19'14" E	14.31
C4	72.05	25.50° S 37°19'14" E	67.00
C5	66.39	25.50° S 25°12'21" W	77.78
C6	66.39	25.50° S 25°12'21" W	77.78
C7	66.39	25.50° S 25°12'21" W	77.78
C8	66.39	25.50° S 25°12'21" W	77.78
C9	36.10	25.50° S 24°47'59" W	35.23
C10	23.56	15.00° S 45°12'21" W	21.21
C11	23.56	15.00° S 45°12'21" W	21.21
C12	23.56	15.00° S 45°12'21" W	21.21
C13	23.56	15.00° S 45°12'21" W	21.21

ROAD CENTERLINE CURVE CHART

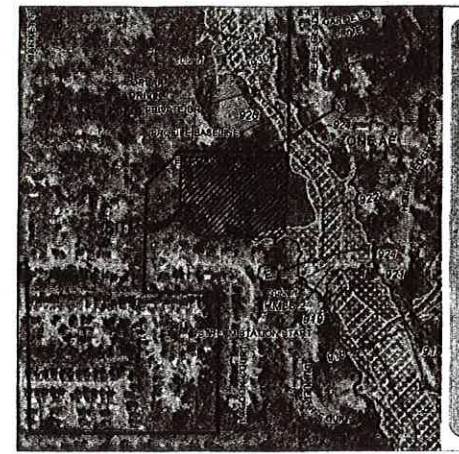
CURVE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	54.89	35.00° S 44°47'59" E	49.50
C2	54.89	35.00° S 44°47'59" E	49.50
C3	54.89	35.00° S 44°47'59" E	49.50
C4	54.89	35.00° S 44°47'59" E	49.50

CENTERLINE CHART

LINE	BEARING	DISTANCE
CL1	S 02°32'04" W	6.92
CL2	S 18°06'28" E	16.79
CL3	S 29°36'52" W	18.37
CL4	S 53°30'07" W	15.76
CL5	N 89°03'34" W	13.31
CL6	N 54°28'58" W	18.02
CL7	N 48°09'38" W	11.12
CL8	S 56°24'14" W	18.66
CL9	N 83°19'08" W	13.62
CL10	N 36°05'42" W	3.05
CL11	S 71°05'43" W	15.49
CL12	S 54°07'39" W	35.71
CL13	N 83°53'52" W	23.45
CL14	N 59°25'39" W	39.19
CL15	N 77°24'46" W	49.55
CL16	N 53°17'32" W	7.04
CL17	N 78°45'14" W	39.58
CL18	S 84°53'21" W	34.20
CL19	S 86°07'05" W	32.14
CL20	S 82°15'44" W	40.80
CL21	S 85°48'26" W	23.88
CL22	S 50°55'31" W	14.66
CL23	N 50°02'03" W	20.62
CL24	N 81°09'28" W	35.77
CL25	N 76°58'44" W	31.78
CL26	N 58°33'43" W	14.92
CL27	N 41°35'02" W	25.24
CL28	N 55°58'12" W	25.80
CL29	N 29°35'27" W	17.99
CL30	N 54°21'10" W	5.27
CL31	N 80°23'21" W	16.38
CL32	N 48°37'43" W	17.81
CL33	N 52°38'47" W	10.28

LINE CHART

LINE	BEARING	DISTANCE
L1	S 02°32'04" W	6.92
L2	S 18°06'28" E	16.79
L3	S 29°36'52" W	18.37
L4	S 53°30'07" W	15.76
L5	N 89°03'34" W	13.31
L6	N 54°28'58" W	18.02
L7	N 48°09'38" W	11.12
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L9	N 83°19'08" W	13.62
L10	N 36°05'42" W	3.05
L11	S 71°05'43" W	15.49
L12	S 54°07'39" W	35.71
L13	N 83°53'52" W	23.45
L14	N 59°25'39" W	39.19
L15	N 77°24'46" W	49.55
L16	N 53°17'32" W	7.04
L17	N 78°45'14" W	39.58
L18	S 84°53'21" W	34.20
L19	S 86°07'05" W	32.14
L20	S 82°15'44" W	40.80
L21	S 85°48'26" W	23.88
L22	S 50°55'31" W	14.66
L23	N 50°02'03" W	20.62
L24	N 81°09'28" W	35.77
L25	N 76°58'44" W	31.78
L26	N 58°33'43" W	14.92
L27	N 41°35'02" W	25.24
L28	N 55°58'12" W	25.80
L29	N 29°35'27" W	17.99
L30	N 54°21'10" W	5.27
L31	N 80°23'21" W	16.38
L32	N 48°37'43" W	17.81
L33	N 52°38'47" W	10.28



FIRM FLOOD INSURANCE RATE MAP
DEKALB COUNTY, GEORGIA
AND INCORPORATED AREAS
PANEL 06 OF 201
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

MAP NUMBER 13088C008J
MAP REVISED MAY 16, 2013

NATIONAL FLOOD INSURANCE PROGRAM
Federal Emergency Management Agency

ACCORDING TO THE F.I.R.M. (FLOOD INSURANCE RATE MAP) OF DEKALB COUNTY, PANEL NUMBER 13088C008J, DATED MAY 16, 2013, A PORTION OF THIS PROPERTY DOES LIE IN AN AREA DESIGNATED AS HAVING FLOOD HAZARD.

- FINAL PLAT NOTES**
- SITE AREA: 6.292 ACRES
 - THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 18,108 FEET AND AN ANGULAR ERROR OF 2" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 145,292 FEET. A TRIMBLE ROBOTIC TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT. FIELD DATA WAS OBTAINED ON 04-09-2018.
 - PROVISIONS HAVE BEEN MADE FOR STREET LIGHTING.
 - SIDEWALKS ARE REQUIRED.
 - IT IS THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION TO MAINTAIN THE STORM DRAIN SYSTEM, DETENTION FACILITY, AND PRIVATE STREETS SHOWN HEREON.
 - THE HOMEOWNERS ASSOCIATION OWNS THE COMMON AREAS IT IS THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION TO MAINTAIN THE COMMON AREAS SHOWN HEREON.
 - NO WORK IN THE RIGHT-OF-WAY, INCLUDING PAVED SURFACES, PERMITTED WITHOUT WRITTEN AUTHORIZATION FROM DEKALB PUBLIC WORKS DEPARTMENT.
 - FOR HOMES LOCATED BELOW THE STREET, A SEWER RELIEF VALVE IS REQUIRED ON CLEAN-OUT OUTSIDE EACH BUILDING AND BELOW THE LOWEST FLOOR ELEVATION. A BACKFLOW CHECK VALVE IS REQUIRED BETWEEN CLEAN-OUT AND THE STRUCTURE.
 - SUBSEQUENT BUILDERS AND DEVELOPERS OF INDIVIDUAL LOTS SHALL MAKE PROVISIONS TO CONDUCT LOT GENERATED SURFACE WATERS TO THE DRAINAGE FACILITIES PROVIDED BY THE DEVELOPER WITHOUT UNAUTHORIZED DISCHARGE ONTO ADJACENT PROPERTIES.
 - A 10 FT. DRAINAGE EASEMENT EXISTS BETWEEN ALL LOTS AND ALONG THE PERIMETER BOUNDARY LINES OF THE SUBDIVISION EXCEPT WHERE SHOWN OTHERWISE.
 - EASEMENTS FOR STORM DRAINS AND SANITARY SEWER LINES SHALL BE CENTERED ON THE PIPES.
 - INDIVIDUAL RESIDENTIAL BUILDERS, IN THE SUBDIVISION WHEN A NOTICE OF INTENT (NOI) IS REQUIRED TO COMPLY WITH FEDERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATIONS, MUST ALSO FILE A NOI AND NOTICE OF TERMINATION (NOT) WITH THE GEORGIA DEPARTMENT OF NATURAL RESOURCES, ENVIRONMENTAL PROTECTION DIVISION (EPD). A STORM WATER POLLUTION PREVENTION PLAN MUST BE DEVELOPED AND IMPLEMENTED.
 - THE OWNER/DEVELOPER IS RESPONSIBLE FOR PROVIDING LONG SIDE AND SHORT SIDE SERVICE LINES EXTENDING PAST OR OUTSIDE THE SIDEWALK.
 - DEKALB COUNTY SANITATION DEPARTMENT IS NOT RESPONSIBLE FOR TRASH PICK-UP ON PRIVATE STREETS.
 - LOTS THAT WILL REQUIRE FILL DEPTH OF TWO (2) FEET OR GREATER BETWEEN THE ROAD RIGHT-OF-WAY AND REAR BUILDING LINE AT THE TIME OF FUTURE LOT GRADING WILL REQUIRE A COMPACTION CERTIFICATION SEALED BY A REGISTERED GEOTECHNICAL ENGINEER TO BE SUBMITTED AT THE TIME OF BUILDING PERMITS APPLICATION.
 - INERT LANDFILLS OR THE BURYING OF CONSTRUCTION DEBRIS, TREE STUMPS AND TOPS OR ANY OTHER RESUSE IS PROHIBITED EXCEPT IN M-2 INDUSTRIAL DISTRICT PER LAND DEVELOPMENT ORDINANCE CHAPTER 14, ARTICLE II, SECTION 14-37(b)(6).
 - ELECTRIC SERVICE SHALL BE UNDERGROUND.
 - ALL BUILDINGS LOCATED ADJACENT TO THE INTERMEDIATE REGIONAL FLOODPLAIN SHALL BE CONSTRUCTED SO THAT PORTIONS OF THE STRUCTURE, INCLUDING THE BASEMENT FLOOR OR CRAWL AREAS, SHALL NOT BE LESS THAN THREE FEET ABOVE THE INTERMEDIATE REGIONAL FLOOD ELEVATIONS.
 - AN EASEMENT SHALL EXIST WHICH INCLUDES THE FLOOD PLAIN PLUS FIVE FEET.
 - THIS PLAT IS SUBJECT TO COVENANTS SET FORTH IN SEPARATE DOCUMENTS DATED 7-21-2022, RECORDED IN DEED BOOK 30469, PAGE 20, WHICH HEREBY BECOME A PART OF THIS PLAT.

FLOOD STATEMENT
A PORTION OF THE SUBJECT PROPERTY LIES WITHIN A 100 YEAR FLOOD ZONE. (PER F.I.R.M. MAP PANEL NO. 13088C008J, DATED MAY 16, 2013)

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67, AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

REFERENCES

- BOUNDARY SURVEY FOR L.G. ADAMS BY SHREVE CONSULTING SERVICES, DATED 07-15-85.
- DEED BOOK 26415, PAGE 206 RECORDED 08-04-2017.
- DEKALB COUNTY APPROVED COMBINATION PLAT APPLICATION NUMBER 3040953.

SETBACKS
FRONT YARD: 15'
SIDE YARD: 5'
REAR YARD: 20'

DENSITY
36 UNITS / 6.292 ACRES = 5.72 UPA

OPEN SPACE
OPEN SPACE REQ'D 400 SF / UNIT = 14,400 SF
OPEN SPACE PROVIDED 76,137 SF

DESC.	DATE	PLAT BOOK	PAGE #	AP #
ORIGINAL PLAT	12/3/2021	298	95	3053801

NOTE: THIS PLAT SUPERCEDES PREVIOUSLY RECORDED FINAL PLATS

This plat and permitted reproductions, in whole or in part, are instruments of service and are the sole property of McFarland-Dyer & Associates, Inc. Unless otherwise agreed to, they shall not be reproduced or conveyed in any manner nor are they to be used for any projects other than specifically indicated hereon without written authorization from and due compensation to McFarland-Dyer & Associates, Inc.

This plat was prepared for the exclusive use of the person, persons, or entity named hereon. This plat does not extend to any unnamed person, persons, or entity without the express recertification of the surveyor naming such person, persons, or entity.

THIS IS TO CERTIFY THAT THIS REVISION IS MADE BY AND WITH THE KNOWLEDGE OF THE UNDERSIGNED SURVEYOR AND IS IN COMPLIANCE WITH THE APPLICABLE RULES OF THE STATE OF GEORGIA.

[Signature]
John C. Whitley, Ge. Land Surveyor Registration No. 2672
Revision # 1 REVISED OCTOBER 28, 2022
THIS PLAT SUPERCEDES A PORTION OF THE PLAT RECORDED IN PLAT BOOK 288 PAGE 95-99.

THE PURPOSE OF THIS REVISION IS TO: CORRECT ADDRESSES INCORRECTLY ASSIGNED BY FORMER GIS STAFF, SHOW PROPOSED 20' DRIVEWAY LOCATIONS AND REDUCE CERTAIN DRAINAGE EASEMENTS TO 15' WIDTH, REVISE LOT LINES AND AREAS ON LOTS 11-28, SHOW PROPOSED WATER METERS, AND SANITARY SEWER EASEMENT VERTICES COORDINATES TABLE.

City of Clarkston Planning and Development

This is to certify that this final plat complies with all City Zoning, Environmental and Subdivision Ordinances and Regulations and all applicable state and federal laws.

Dated this ___ day of ___, 2022.

FOR ORIGINAL SIGNATURES, SEE PB 298, PG 95-99
[Signature]
Director, Planning and Development

City Manager of Clarkston

This plat has been submitted to and accepted by the City Manager of Clarkston, Georgia and has been approved as required by state law and county codes as meeting all conditions precedent to recording in the superior court of this circuit.

Dated this ___ day of ___, 2022.

FOR ORIGINAL SIGNATURES, SEE PB 298, PG 95-99
[Signature]
By Direction: City Manager of Clarkston, Georgia

DeKalb County Department of Watershed Management

I certify that the Developer has complied with the requirements and the sanitary sewer requirements of this ___ day of ___, 2022.

[Signature]
Director, Department of Watershed Management

Surveyor's Acknowledgement

In my opinion, this plat, drawn by me or under my supervision, was made from an actual survey, and is a correct representation of the land plotted and has been prepared in conformity with the minimum standards and requirements of law.

[Signature] 12-11-2022
John C. Whitley
Registered Georgia Land Surveyor No. 2672

Owner's Acknowledgement:

I, the owner of the land shown on this plat and whose name is subscribed hereto, acknowledge that this plat was made from an actual survey, and for value received the sufficiency of which is hereby acknowledged, do hereby confirm that the street and storm water facilities shown hereon shall be privately owned and maintained. The water mains and sanitary sewer lines in appropriate easements are hereby dedicated in fee simple forever to DeKalb County, in consideration of the approval of this development plan and other valuable considerations, the owner further releases and holds harmless DeKalb County from any and all claims, damages or demands arising on account of the design, construction, and maintenance of the property shown hereon, on account of roads, fills, embankments, ditches, cross-drains, culverts, water mains, sewer lines, and bridges, within the proposed right-of-way and easements shown; and on account of backwater, the collection or discharge of surface water, or the changing of courses of streams.

And further the owner warrants that he owns fee simple title to the property shown hereon and agrees that DeKalb County shall not be liable to him/her heirs, successors or assigns for any claim or damages resulting from the construction or maintenance of cross-drain extensions, drives, structures, streets, culverts, curbs or sidewalks, the changing of courses of streams and rivers, flooding from natural creeks and rivers, surface waters and any other matter whatsoever. I further warrant that I have the right to sell and convey the land according to this plat and do hereby bind myself and owners subsequent in title to defend by virtue of these presents.

In witness whereof, I have hereunto set my hand this ___ day of ___, 20__.

FOR ORIGINAL SIGNATURES, SEE PB 298, PG 95-99
Witness (Print name under signature) _____ Dyer (Corporate Seal)

FOR ORIGINAL SIGNATURES, SEE PB 298, PG 95-99
Notary Public (Notary Public Seal) _____

Attest:
(Print name of Corp. Sec.) _____
Corporate Secretary

FINAL PLAT FOR:
PARKSIDE
(A.K.A. GARDENS OF EAST AVENUE)
(A.K.A. CLARKSTON TRACT)
U.67 & 96.18TH DISTRICT
CITY OF CLARKSTON
DEKALB COUNTY, GEORGIA
FINAL PLAT
SHEET 1 OF 6

OWNER/DEVELOPER:
GIC CLARKSON LLC
1800 PHOENIX ROAD SUITE 100
ATLANTA, GA 30329
PHONE 770-292-2889
COMMERCIAL UNIT FLOOR
COUNTY UNIT FLOOR
COUNTY UNIT FLOOR

SURVEYOR/ENGINEER:
MCFARLAND-DYER & ASSOCIATES, P.C.
4754 SHERWOOD PARKWAY
SUITE 200
CLARKSTON, GEORGIA 30021
PHONE 770-292-2889
FAX 770-292-2889
WWW.MCFARLAND-DYER.COM
REGISTERED PROFESSIONAL ENGINEER
REGISTERED PROFESSIONAL SURVEYOR
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTERED PROFESSIONAL CIVIL ENGINEER

FINAL PLAT FOR:
PARKSIDE
(A.K.A. GARDENS OF EAST AVENUE)
(A.K.A. CLARKSTON TRACT)
18TH DISTRICT, LAND LOTS 67 & 96
CITY OF CLARKSTON
DEKALB COUNTY
ATLANTA, GEORGIA
TAX PARCEL # 18-067-02-025
TAX PARCEL ADDRESS: 3809 EAST AVENUE
CLARKSTON, GA 30021
DEKALB COUNTY AP#3053801



SURVEYOR'S CERTIFICATION BOX
As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA PROFESSIONAL SURVEYOR
CHRIS WYATT
01-1-2021

UTILITY NOTES:

1. ALL DESIGN & CONSTRUCTION FOR WATER, SEWER, FIRE LINES, LIFT STATIONS & BACKFLOW PREVENTION SHALL COMPLY WITH DEKALB COUNTY DEPARTMENT OF WATERSHED MANAGEMENT DESIGN STANDARDS 2009 EDITION, VERSION 1.0. ACTUAL FIELD CONDITIONS MAY DICTATE MORE STRINGENT REQUIREMENTS IF DETERMINED NECESSARY BY THE CONSTRUCTION INSPECTOR.
2. PROJECTS INVOLVING CONSTRUCTION OF TOWNHOUSES AND/OR CONDOMINIUMS ARE REQUIRED TO HAVE INDIVIDUAL METERS FOR EACH UNIT.
3. FIELD CHANGES DURING CONSTRUCTION MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE COUNTY WATER & SEWER ENGINEER BEFORE CHANGES ARE IMPLEMENTED.
4. CONTRACTOR MUST JET CLEAN AND T.V. SANITARY SEWER LINES AFTER CONNECTIONS ARE MADE TO THE EXISTING SEWER TIE-IN POINTS. TRACER WIRE TO BE INSTALLED FOR PVC PIPES.
5. THRUST BLOCKS ARE REQUIRED WHENEVER PIPE CHANGES DIRECTIONS (TEES, BENDS, ECT.).
6. POTABLE WATER MAINS SHALL MAINTAIN A TEN (10') FOOT HORIZONTAL AND EIGHTEEN (18") INCH VERTICAL CLEARANCE FROM NON-POTABLE PIPELINES.
7. GRAVITY SEWER LINE MATERIAL SHALL BE PVC (SDR35) OR DIP (CLASS 350).
8. FIRE LINES, F.O.C., BACKFLOW PREVENTION, AND LIFT STATIONS REQUIRE A SEPARATE REVIEW.
9. DEKALB COUNTY SHALL BE RESPONSIBLE SOLELY FOR THE 8 INCH SANITARY SEWER, THE 6 INCH SEWER SERVICE LATERAL PIPE UP TO THE CLEAN OUT, AND THE 8 INCH WATER MAIN.
10. THE OWNER/DEVELOPER IS RESPONSIBLE FOR PROVIDING LONG SIDE AND SHORT SIDE WATER SERVICE LINES EXTENDED PAST OR OUTSIDE THE SIDEWALK.
11. ALL STREETS, CURB, SIDEWALK, STORM WATER FEATURES, AND UTILITIES INSIDE THE BOUNDARY SHOWN HEREON HAVE NOT YET BEEN CONSTRUCTED AND ARE BASED ON PROPOSED CONSTRUCTION DRAWING EXCEPT FOR THOSE LABELED EX. OR EXISTING.

LOT AREA CHART

LOT #	SQ. FT. AREA
1	3,500
2	3,500
3	3,500
4	3,500
5	3,500
6	3,500
7	3,500
8	3,500
9	3,500
10	3,500
11	3,500
12	3,500
13	3,500
14	3,500
15	3,500
16	3,500
17	3,500
18	3,500
19	3,500
20	3,500
21	3,500
22	3,500
23	3,500
24	3,500
25	3,500
26	3,500
27	3,500
28	3,500
29	3,500
30	3,500
31	3,500
32	3,500
33	3,500
34	3,500
35	3,500
36	3,500
37	3,500
38	3,500
39	3,500
40	3,500
41	3,500
42	3,500
43	3,500
44	3,500
45	3,500
46	3,500
47	3,500
48	3,500
49	3,500
50	3,500
51	3,500
52	3,500
53	3,500
54	3,500
55	3,500
56	3,500
57	3,500
58	3,500
59	3,500
60	3,500
61	3,500
62	3,500
63	3,500
64	3,500
65	3,500
66	3,500
67	3,500
68	3,500
69	3,500
70	3,500
71	3,500
72	3,500
73	3,500
74	3,500
75	3,500
76	3,500
77	3,500
78	3,500
79	3,500
80	3,500
81	3,500
82	3,500
83	3,500
84	3,500
85	3,500
86	3,500
87	3,500
88	3,500
89	3,500
90	3,500
91	3,500
92	3,500
93	3,500
94	3,500
95	3,500
96	3,500

BOUNDARY LINE CHART

LINE	BEARING	DISTANCE
B1	N 12°42'27" W	4.85
B2	N 78°11'05" W	8.50
B3	S 89°31'07" W	8.50
B4	S 82°07'44" W	19.22
B5	S 02°39'04" W	6.52
B6	S 18°05'38" W	16.79
B7	S 23°39'58" W	18.37
B8	S 33°37'07" W	15.71
B9	N 52°03'54" W	15.31
B10	N 77°59'58" W	18.04
B11	N 42°02'58" W	11.12
B12	S 62°21'14" W	16.88
B13	N 83°19'08" W	13.62
B14	N 38°09'42" W	3.09
B15	S 71°09'45" W	15.49
B16	S 54°07'39" W	35.71
B17	N 83°53'02" W	25.48
B18	N 62°39'58" W	29.19
B19	N 77°43'48" W	49.55
B20	N 58°17'39" W	7.04
B21	N 72°45'14" W	35.58
B22	S 62°32'21" W	24.29
B23	S 68°07'45" W	35.14
B24	S 02°18'24" W	20.80
B25	S 08°42'28" W	23.89
B26	S 28°58'53" W	14.88
B27	N 52°03'54" W	14.88
B28	N 87°09'28" W	20.52
B29	N 78°28'14" W	34.77
B30	N 58°34'43" W	31.76
B31	N 58°34'43" W	14.52
B32	N 41°33'02" W	28.24
B33	N 39°59'12" W	28.80
B34	N 29°32'27" W	17.99
B35	N 22°11'10" W	8.77
B36	N 07°29'21" W	16.39
B37	N 49°37'43" W	17.92
B38	N 62°38'47" W	10.28

CURVE CHART

STATION	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
1+00	N 12°42'27" W	4.85	4.85
1+05	N 78°11'05" W	8.50	8.50
1+10	S 89°31'07" W	8.50	8.50
1+15	S 82°07'44" W	19.22	19.22
1+20	S 02°39'04" W	6.52	6.52
1+25	S 18°05'38" W	16.79	16.79
1+30	S 23°39'58" W	18.37	18.37
1+35	S 33°37'07" W	15.71	15.71
1+40	N 52°03'54" W	15.31	15.31
1+45	N 77°59'58" W	18.04	18.04
1+50	N 42°02'58" W	11.12	11.12
1+55	S 62°21'14" W	16.88	16.88
1+60	N 83°19'08" W	13.62	13.62
1+65	N 38°09'42" W	3.09	3.09
1+70	S 71°09'45" W	15.49	15.49
1+75	S 54°07'39" W	35.71	35.71
1+80	N 83°53'02" W	25.48	25.48
1+85	N 62°39'58" W	29.19	29.19
1+90	N 77°43'48" W	49.55	49.55
1+95	N 58°17'39" W	7.04	7.04
2+00	N 72°45'14" W	35.58	35.58
2+05	S 62°32'21" W	24.29	24.29
2+10	S 68°07'45" W	35.14	35.14
2+15	S 02°18'24" W	20.80	20.80
2+20	S 08°42'28" W	23.89	23.89
2+25	S 28°58'53" W	14.88	14.88
2+30	N 52°03'54" W	14.88	14.88
2+35	N 87°09'28" W	20.52	20.52
2+40	N 78°28'14" W	34.77	34.77
2+45	N 58°34'43" W	31.76	31.76
2+50	N 58°34'43" W	14.52	14.52
2+55	N 41°33'02" W	28.24	28.24
2+60	N 39°59'12" W	28.80	28.80
2+65	N 29°32'27" W	17.99	17.99
2+70	N 22°11'10" W	8.77	8.77
2+75	N 07°29'21" W	16.39	16.39
2+80	N 49°37'43" W	17.92	17.92
2+85	N 62°38'47" W	10.28	10.28

ROAD CENTERLINE CURVE CHART

STATION	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
1+00	N 12°42'27" W	4.85	4.85
1+05	N 78°11'05" W	8.50	8.50
1+10	S 89°31'07" W	8.50	8.50
1+15	S 82°07'44" W	19.22	19.22
1+20	S 02°39'04" W	6.52	6.52
1+25	S 18°05'38" W	16.79	16.79
1+30	S 23°39'58" W	18.37	18.37
1+35	S 33°37'07" W	15.71	15.71
1+40	N 52°03'54" W	15.31	15.31
1+45	N 77°59'58" W	18.04	18.04
1+50	N 42°02'58" W	11.12	11.12
1+55	S 62°21'14" W	16.88	16.88
1+60	N 83°19'08" W	13.62	13.62
1+65	N 38°09'42" W	3.09	3.09
1+70	S 71°09'45" W	15.49	15.49
1+75	S 54°07'39" W	35.71	35.71
1+80	N 83°53'02" W	25.48	25.48
1+85	N 62°39'58" W	29.19	29.19
1+90	N 77°43'48" W	49.55	49.55
1+95	N 58°17'39" W	7.04	7.04
2+00	N 72°45'14" W	35.58	35.58
2+05	S 62°32'21" W	24.29	24.29
2+10	S 68°07'45" W	35.14	35.14
2+15	S 02°18'24" W	20.80	20.80
2+20	S 08°42'28" W	23.89	23.89
2+25	S 28°58'53" W	14.88	14.88
2+30	N 52°03'54" W	14.88	14.88
2+35	N 87°09'28" W	20.52	20.52
2+40	N 78°28'14" W	34.77	34.77
2+45	N 58°34'43" W	31.76	31.76
2+50	N 58°34'43" W	14.52	14.52
2+55	N 41°33'02" W	28.24	28.24
2+60	N 39°59'12" W	28.80	28.80
2+65	N 29°32'27" W	17.99	17.99
2+70	N 22°11'10" W	8.77	8.77
2+75	N 07°29'21" W	16.39	16.39
2+80	N 49°37'43" W	17.92	17.92
2+85	N 62°38'47" W	10.28	10.28

CENTERLINE CHART

STATION	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
1+00	N 12°42'27" W	4.85	4.85
1+05	N 78°11'05" W	8.50	8.50
1+10	S 89°31'07" W	8.50	8.50
1+15	S 82°07'44" W	19.22	19.22
1+20	S 02°39'04" W	6.52	6.52
1+25	S 18°05'38" W	16.79	16.79
1+30	S 23°39'58" W	18.37	18.37
1+35	S 33°37'07" W	15.71	15.71
1+40	N 52°03'54" W	15.31	15.31
1+45	N 77°59'58" W	18.04	18.04
1+50	N 42°02'58" W	11.12	11.12
1+55	S 62°21'14" W	16.88	16.88
1+60	N 83°19'08" W	13.62	13.62
1+65	N 38°09'42" W	3.09	3.09
1+70	S 71°09'45" W	15.49	15.49
1+75	S 54°07'39" W	35.71	35.71
1+80	N 83°53'02" W	25.48	25.48
1+85	N 62°39'58" W	29.19	29.19
1+90	N 77°43'48" W	49.55	49.55
1+95	N 58°17'39" W	7.04	7.04
2+00	N 72°45'14" W	35.58	35.58
2+05	S 62°32'21" W	24.29	24.29
2+10	S 68°07'45" W	35.14	35.14
2+15	S 02°18'24" W	20.80	20.80
2+20	S 08°42'28" W	23.89	23.89
2+25	S 28°58'53" W	14.88	14.88
2+30	N 52°03'54" W	14.88	14.88
2+35	N 87°09'28" W	20.52	20.52
2+40	N 78°28'14" W	34.77	34.77
2+45	N 58°34'43" W	31.76	31.76
2+50	N 58°34'43" W	14.52	14.52
2+55	N 41°33'02" W	28.24	28.24
2+60	N 39°59'12" W	28.80	28.80
2+65	N 29°32'27" W	17.99	17.99
2+70	N 22°11'10" W	8.77	8.77
2+75	N 07°29'21" W	16.39	16.39
2+80	N 49°37'43" W	17.92	17.92
2+85	N 62°38'47" W	10.28	10.28

LINE CHART

STATION	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
1+00	N 12°42'27" W	4.85	4.85
1+05	N 78°11'05" W	8.50	8.50
1+10	S 89°31'07" W	8.50	8.50
1+15	S 82°07'44" W	19.22	19.22
1+20	S 02°39'04" W	6.52	6.52
1+25	S 18°05'38" W	16.79	16.79
1+30	S 23°39'58" W	18.37	18.37
1+35	S 33°37'07" W	15.71	15.71
1+40	N 52°03'54" W	15.31	15.31
1+45	N 77°59'58" W	18.04	18.04
1+50	N 42°02'58" W	11.12	11.12
1+55	S 62°21'14" W	16.88	16.88
1+60	N 83°19'08" W	13.62	13.62
1+65	N 38°09'42" W	3.09	3.09
1+70	S 71°09'45" W	15.49	15.49
1+75	S 54°07'39" W	35.71	35.71
1+80	N 83°53'02" W	25.48	25.48
1+85	N 62°39'58" W	29.19	29.19
1+90	N 77°43'48" W	49.55	49.55
1+95	N 58°17'39" W	7.04	7.04
2+00	N 72°45'14" W	35.58	35.58
2+05	S 62°32'21" W	24.29	24.29
2+10	S 68°07'45" W	35.14	35.14
2+15	S 02°18'24" W	20.80	20.80
2+20	S 08°42'28" W	23.89	23.8

DeKalb County
GEORGIA
DEVELOPMENT SERVICES

APPROVED

AP 3053801
DATE 11/03/22

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

The issuance of a permit for, or an approval of, any construction project by the Department of Planning and Community Development does not constitute an endorsement or approval of the project or any other aspect of the project. The Department of Planning and Community Development is not liable for any damages or injuries resulting from the use of the project.

A set of approved plans shall be kept on the site of the project and shall not be modified or altered without the approval of the Department of Planning and Community Development.



THE FIELD DATA FROM WHICH THIS PLAN IS BASED HAS BEEN OBTAINED FROM A COURSE OF SURVEYING BY MDA ASSOCIATES, INC. AND WAS ACCURATE TO THE NEAREST HUNDREDTHS OF AN INCH. THE MAP OR PLAN HAS BEEN CALCULATED IN CLONDE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET. A TRIMBLE SCIENTIFIC TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAN. FIELD DATA WAS OBTAINED ON 04/08/2022 (FORMAL) ON 09/20/2022.

DATE	DESCRIPTION
05/24/2022	FINAL PLAN
10/26/2022	REVISION

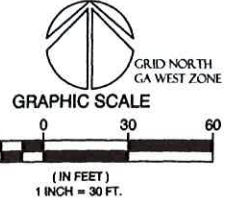
JOB NO. 845396
DRAWN BY: JH
CHECKED BY: JH
SURVEYED BY: KB

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MCFARLAND-DYER & ASSOCIATES, INC.

FINAL PLAT FOR:
PARKSIDE
(AKA. GARDENS OF EAST AVENUE)
(AKA. CLARKSTON TRACT)

LL 67 & 68, 8TH DISTRICT
CITY OF CLARKSTON
DEKALB COUNTY, GEORGIA

FINAL PLAT
SHEET 5 OF 6



ABBREVIATIONS

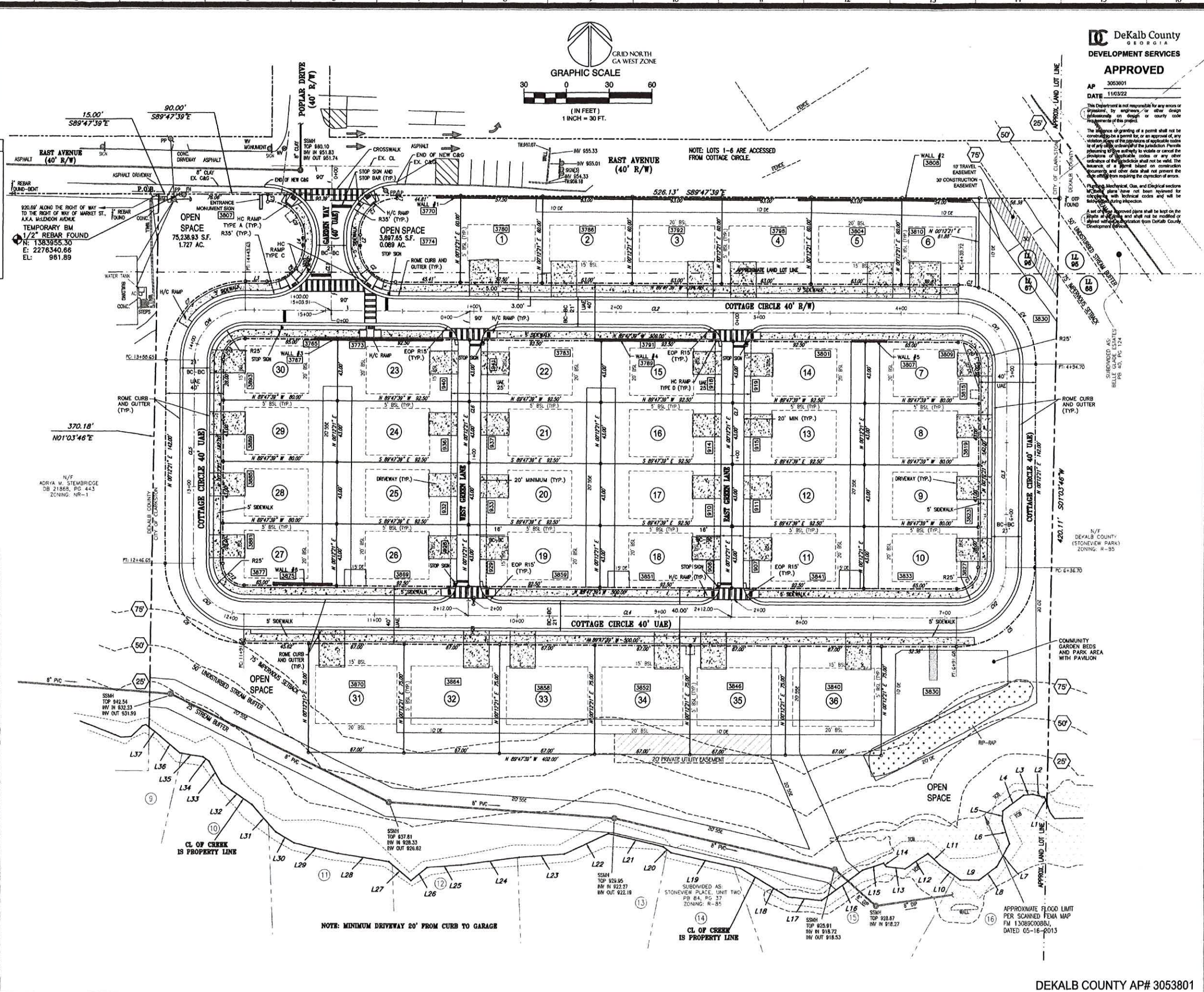
INV	INVERT ELEVATION
HDPE	HIGH DENSITY POLYETHYLENE PIPE
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE
F.F.E.	FINISHED FLOOR ELEVATION
TBM	TEMPORARY BENCHMARK
GV	GATE VALVE
UGCM	UNDERGROUND CABLE MARKER
GLM	GAS LINE MARKER
WLM	WATER LINE MARKER
PB	PLAT BOOK
DB	DEED BOOK
N/O	HOW OR FORMERLY
SSWH	SANITARY SEWER MANHOLE
DWCB	DOUBLE WING CATCH BASIN
SWCB	SINGLE WING CATCH BASIN
FES	FLARED END SECTION
CCNC	CONCRETE

LEGEND

PP	UTILITY POLE
GW	GUY WIRE
LP	LIGHT POLE
FP	FLAG POLE
FH	FIRE HYDRANT
SN	SIGN
JB	JUNCTION BOX
DI	DROP INLET
WV	WATER VALVE
RD	ROOF DRAIN
CO	CLEAN OUT
YI	YARD INLET
WM	WATER METER
SM	SANITARY MANHOLE
IP	IRON PIN FOUND
CONC	CONCRETE
HW	HEAD WALL
FL	FENCE LINE
TL	TREE LINE
HR	HANDICAP RAMP
CG	CURB AND GUTTER

ADDRESS TABLE

LOT #	ADDRESS	STREET NAME
1	3790	COTTAGE CIRCLE
2	3796	COTTAGE CIRCLE
3	3792	COTTAGE CIRCLE
4	3798	COTTAGE CIRCLE
5	3804	COTTAGE CIRCLE
6	3810	COTTAGE CIRCLE
7	3808	COTTAGE CIRCLE
8	3815	COTTAGE CIRCLE
9	3819	COTTAGE CIRCLE
10	3823	COTTAGE CIRCLE
11	3827	COTTAGE CIRCLE
12	3833	COTTAGE CIRCLE
13	3841	COTTAGE CIRCLE
14	3807	EAST GREEN LANE
15	3811	EAST GREEN LANE
16	3815	EAST GREEN LANE
17	3819	EAST GREEN LANE
18	3823	EAST GREEN LANE
19	3827	EAST GREEN LANE
20	3833	EAST GREEN LANE
21	3841	EAST GREEN LANE
22	3807	WEST GREEN LANE
23	3811	WEST GREEN LANE
24	3815	WEST GREEN LANE
25	3819	WEST GREEN LANE
26	3823	WEST GREEN LANE
27	3827	WEST GREEN LANE
28	3833	WEST GREEN LANE
29	3841	WEST GREEN LANE
30	3807	COTTAGE CIRCLE
31	3811	COTTAGE CIRCLE
32	3815	COTTAGE CIRCLE
33	3819	COTTAGE CIRCLE
34	3823	COTTAGE CIRCLE
35	3827	COTTAGE CIRCLE
36	3833	COTTAGE CIRCLE
37	3841	COTTAGE CIRCLE
38	3807	EAST AVENUE
39	3774	COTTAGE CIRCLE
40	3830	COTTAGE CIRCLE
41	3770	COTTAGE CIRCLE
42	3808	COTTAGE CIRCLE
43	3767	COTTAGE CIRCLE
44	3789	COTTAGE CIRCLE
45	3807	COTTAGE CIRCLE
46	3875	COTTAGE CIRCLE



NOTE: MINIMUM DRIVEWAY 20' FROM CURB TO GARAGE

DEKALB COUNTY AP# 3053801

DeKalb County DEVELOPMENT SERVICES APPROVED AP 3053801 DATE 11/03/22



MINUTES FROM CLARKSTON CITY COUNCIL MEETING MAY 7, 2019

MINUTES CLARKSTON CITY COUNCIL Tuesday, May 7, 2019

Official Present Mayor: Tod Terry Council: YT Bell, Jamie Carroll, Andrea Cervone, Awet Eysa, Ahmed Hassan, Mario Williams City Manager: Robin L. Gomez City Clerk: Tracy Abby City Attorney: Stephanie Quinn

A. CALL TO ORDER Mayor Terry called the meeting to order at 7:00pm. B. ROLL CALL: Present: YT Bell, Mario Williams, Awet Eysa, Ahmed Hassan, Andrea Cervone Councilmember Jamie Carroll arrived 7:09pm. C. PLEDGE OF ALLEGIANCE D. ADMINISTRATIVE BUSINESS/PRESENTATION 1) Approve Minutes, Council Meeting 5-7-19 2) Georgia State University Peabody Awarded Career Experience (PACE) J. Mack Robinson School of Business. 3) 100% Class Energy Presentation Greenleaf Group provided a presentation. E. REPORTS 1) Planning & Zoning Report 2) City Manager's Report

Public Information meeting (618) for I-285 express lane proposal changes. 3) City Attorney's Report Mr. Quinn provided an update on the nuisance abatement action on 590 Woodland started approximately 2 years ago. 4) Council Remarks 5) Mayor's Report 6) Public Comments 7) Public Hearing Regarding Application to Rezone 3827, 3835 and 3861 East Avenue from Conditional NR-1 (Low Density Residential) to Conditional NR-3 (High Density Residential)

Public Hearing Regarding Application to Rezone 3827, 3835 and 3861 East Avenue from Conditional NR-1 (Low Density Residential) to Conditional NR-3 (High Density Residential) Mayor Terry recognized the applicant Mr. Braxwell, Oak Hall Companies, who presented the proposed plan to annex 6 acres into the city and build 36 cottage style homes with 24 conditions. 17. The developer shall provide a copy of the HOA documents to the city for review and approval prior to recording. 18. The developer shall provide a copy of the HOA documents to the city for review and approval prior to recording.

Public Hearing Support: Hazal Poo, current co-owner of the property, spoke in support of the project. Opposed: Lisa Williams spoke in opposition to the proposal. Ann McCormack spoke in opposition to the proposal. Ashley Kuber spoke in opposition to the proposal. Dean Moore spoke in opposition to the proposal. Mayor Terry closed the public hearing. The City Attorney discussed the amended proposed conditions. Councilman Williams questioned if the application should be returned to Planning & Zoning for review based on the new conditions.

Planning & Zoning, but legally it is not required as the project is not a rezoning. F2) Consider Application to Annex 3827, 3835 and 3861 East Avenue from Conditional NR-1 (Low Density Residential) to Conditional NR-3 (High Density Residential) Mayor Terry opened the floor for a motion. Awet Eysa made a motion Deny the application to Annex 3827, 3835 and 3861 East Avenue and Assign NR-1 Zoning Designation. The Mayor re-opened the floor for a motion. Jamie Carroll made a motion to approve the application to Annex 3827, 3835 and 3861 East Avenue and Assign NR-1 Zoning Designation. The Mayor re-opened the floor for a motion. Awet Eysa, Ahmed Hassan, Mario Williams, the Mayor broke the tie and voted Yes and the motion is approved (4, 3).

Lisa Williams spoke in support of the proposal. No other speakers. Mayor Terry closed the public hearing. 02) Discussion of proposal by MicroLife Institute to build a planned Cottage Home Development (CHD) located at 1169 Vaughan Street, Clarkston, GA 30021. 03) Adopt Summer/Fall Youth Tennis Program at Milton Park with South Atlanta Community Tennis Association. 04) Agreement to Purchase Real Estate, Tax Parcel ID # 18-119-09-004 as part of the E Ponce de Leon Streetcar Improvement Project. 05) Adopt resolution to Refer a Plastic Bags and Single-Use Plastics Ban for study to the Environment & Natural Resources Committee. 06) Adopt Urban Agriculture Consulting Agreement with Roots Down Consulting LLC. 07) Adopt Council Comment Policy

Ahmed Hassan made a motion to adopt the Council Comment Policy and rules of decorum. 08) Adopt Resolution to Establish Public Hearing Procedures for Zoning Hearings. Andrea Cervone made a motion to adopt the Resolution to Establish Public Hearing Procedures for Zoning Hearings. ADJOURNMENT: Andrea Cervone made a motion to adjourn the Council Meeting. Meeting adjourned. ATTEST: Tracy Abby City Clerk, City of Clarkston Approved: 6-4-2019

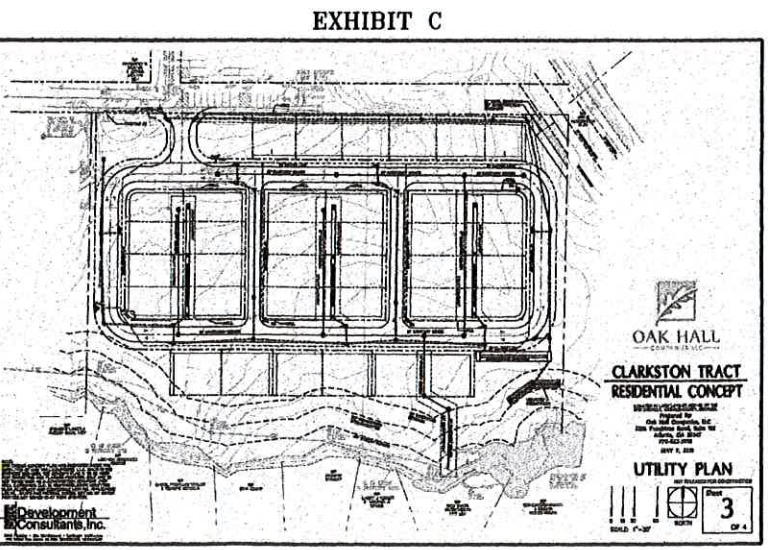
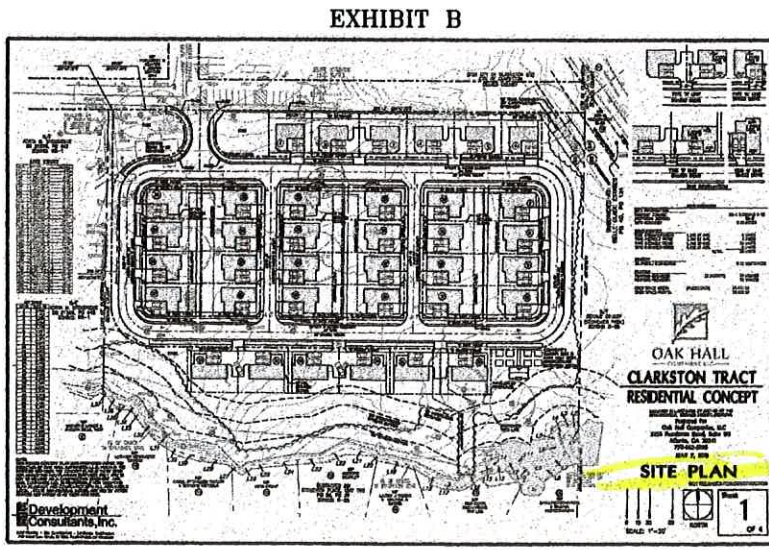
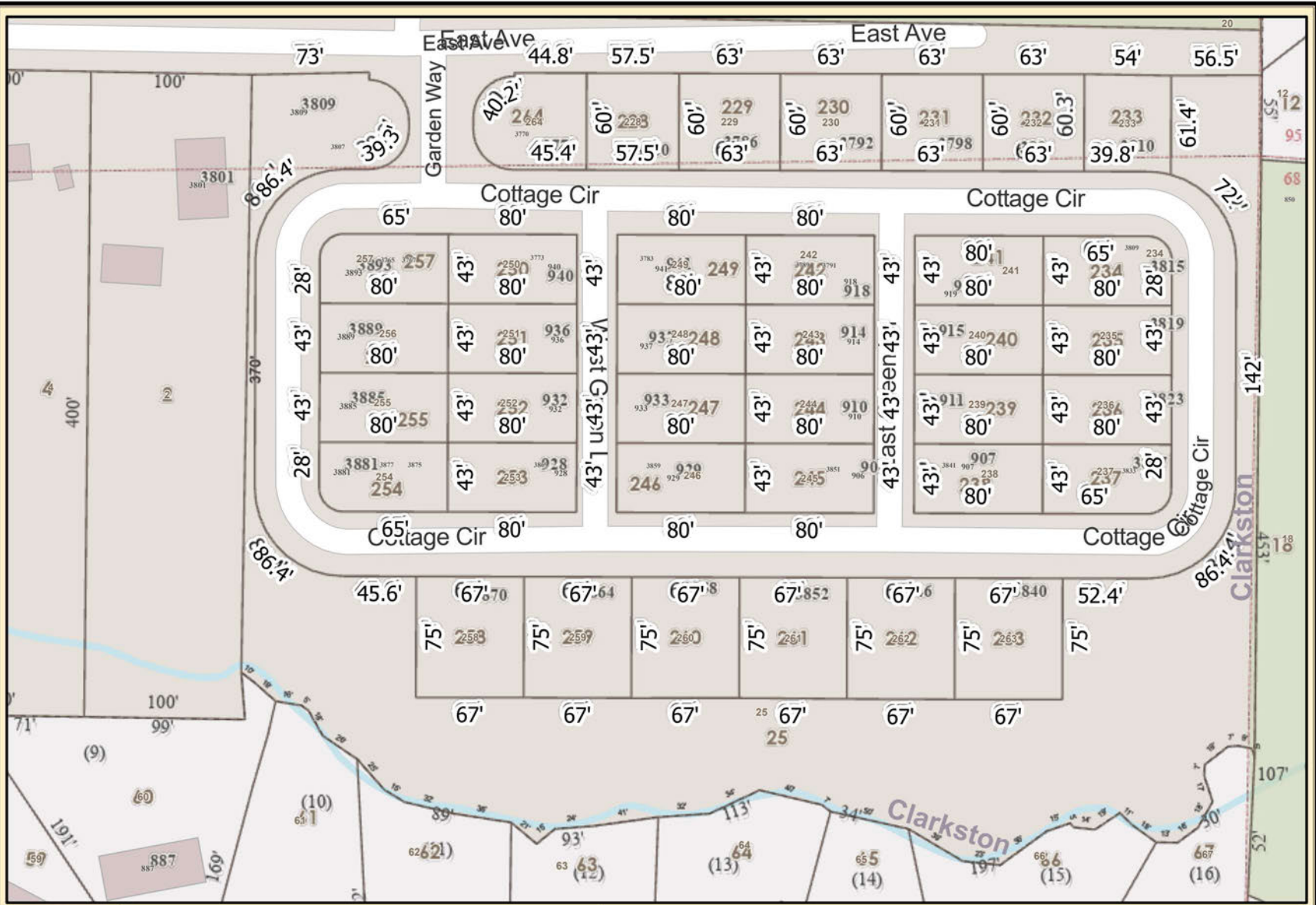


Table with columns: DATE, DESCRIPTION, FINAL PLAT, RESUBMIT. Row 1: 05/07/2022, PUBLIC HEARING FOR THE PROPOSED PLAT, FINAL PLAT, RESUBMIT. Row 2: 05/26/2022, CHECKED BY: KB, SURVEYED BY: KB.

FINAL PLAT FOR: PARKSIDE (AKA GARDENS OF EAST AVENUE) (AKA CLARKSTON TRACT) 11 07 06 06 08 08 DISTRICT CITY OF CLARKSTON DEKALB COUNTY, GEORGIA

FINAL PLAT SHEET 4 OF 6



DeKalb County Parcel Map



Date Printed: 10/8/2024



DeKalb County GIS Disclaimer

The maps and data, contained on DeKalb County's Geographic Information System (GIS) are subject to constant change. While DeKalb County strives to provide accurate and up-to-date information, the information is provided "as is" without warranty, representation or guarantee of any kind as to the content, sequence, accuracy, timeliness or completeness of any of the database information provided herein. DeKalb County explicitly disclaims all representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. In no event shall DeKalb County be liable for any special, indirect, or consequential damages whatsoever resulting from loss of use, data, or profits, whether in an action of contract, negligence, or other actions, arising out of or in connection with the use of the maps and/or data herein provided. The maps and data are for illustration purposes only and should not be relied upon for any reason. The maps and data are not suitable for site-specific decision-making nor should it be construed or used as a legal description. The areas depicted by maps and data are approximate, and are not necessarily accurate to surveying or engineering standards.



KSIDE
Clarkston, GA

REZONING NOTICE PUBLIC HEARING

Case No. MD24-10-001 Phone No. 404-296-6439
From: Carport To: Carport or Garage
Purpose: To add the word "Garage" to zoning conditions

Location: CLARKSTON CITY HALL
3921 Church Street
Clarkston, Georgia 30021

PLANNING & ZONING: DATE 10-15-24 TIME: 7:00pm
CITY COUNCIL: DATE 11-2-24 TIME: 7:00pm

COMMUNITY
IS UNDER
VIDEO
SURVEILLANCE
24 HOURS



CITY OF CLARKSTON

ITEM NO: 9J

CITY COUNCIL WORK SESSION/ MEETING

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: NOVEMBER 7, 2024

SUBJECT: To consider an ordinance to amend Chapter 2, Article 2 of the City Code concerning Council meetings.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
PAGES:

PRESENTER CONTACT INFO:

Councilmembers Debra Johnson and Susan Hood
PHONE NUMBER: 404-296-6489

PURPOSE: To consider an ordinance by the City of Clarkston to amend Chapter 2, Article 2 of the city code concerning council meetings; to clarify how council meetings will be conducted, including how the agenda will be set, how councilmembers will conduct their discussions, and how deferred business items will be addressed at future meetings; to provide for a time limit for council meetings; to mandate councilmember attendance and provide for penalties for excessive absences; and for other purposes.

NEED/ IMPACT: To make changes to the city code that will establish rules concerning the conduct of city council meetings to standardize procedures, encourage efficiency and address councilmember absences.

RECOMMENDATION: N/A

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND CHAPTER 2, ARTICLE 2 OF THE CITY CODE CONCERNING COUNCIL MEETINGS; TO CLARIFY HOW COUNCIL MEETINGS WILL BE CONDUCTED, INCLUDING HOW THE AGENDA WILL BE SET, HOW COUNCILMEMBERS WILL CONDUCT THEIR DISCUSSIONS, AND HOW DEFERRED BUSINESS ITEMS WILL BE ADDRESSED AT FUTURE MEETINGS; TO PROVIDE FOR A TIME LIMIT FOR COUNCIL MEETINGS; TO MANDATE COUNCILMEMBER ATTENDANCE AND PROVIDE FOR PENALTIES FOR EXCESSIVE ABSENCES; AND FOR OTHER PURPOSES.

WHEREAS, City Charter § 2.02(d) provides that “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”; and

WHEREAS, the City Council desires to do so by means of this ordinance, in order to clearly establish the rules for conducting its business and the expectations of its members.

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

SECTION 1. Section 2-25 of the City Code is hereby repealed and replaced with the following language:

“Sec. 2-25. Rules for proceedings during city council meetings.

(a) *Time for discussion at work sessions.* The time allocated for discussion and comment on each work session agenda item is a maximum of 20 minutes for councilmembers and a separate maximum of 20 minutes for public comments per item. The mayor may extend either or both time limits.

(b) *Presentations:*

1. Presentations are agenda items, separate from public comment, in which a person or group is granted time to address the city council during its meeting.
2. A maximum of three (3) presentations should be scheduled per meeting, unless a majority of the council votes to add an additional presentation or presentations when adopting the meeting agenda.
3. Presentations should be made in-person whenever possible, rather than remotely.
4. If a presentation is sponsored by an elected official that person should introduce the presenter.
5. Presentations sponsored by a councilmember should be limited to 5 minutes in duration. The mayor may approve additional time.
6. If a presentation includes written materials or a slide display, a draft of these materials ~~Copies of presentation material~~ should be provided to the city clerk in advance and attached to the published agenda packet when possible. At the time of the presentation, copies of any such materials ~~the material~~ must be available to

the mayor, city council members, city manager, and members of the public in attendance.

- (c) *Deferred items.* No item that has been tabled, postponed, deferred, ~~referred to a Standing Advisory Committee (“SAC”)~~, or withdrawn by consensus at work session should be discussed or voted on at the immediately following regular city council meeting, except to formally defer the item to a future meeting or refer it to a Standing Advisory Committee-SAC.
- (d) *Mayor and councilmember reports.* ~~Remarks during this portion of regular meetings should relate to meetings attended, upcoming events, announcements, resident acknowledgments, and other similar topics.~~ This is not a time for discussion by or among councilmembers of council business.
- (e) *Length of councilmember discussions:*
 - 1. In the interest of efficiency, during discussions councilmembers are urged to answer questions from the mayor and other councilmembers but not to repeat earlier comments and talking points.
 - 2. Councilmembers are urged to limit their comments to a maximum of 3 minutes.
 - 3. In situations where council discussion exceeds 20 minutes, councilmembers are urged to refer the agenda item to the relevant Standing Advisory Committee or defer the item to the next following council meeting.
- (f) *Total length of meetings:*
 - 1. All regular city council meetings and work sessions shall adjourn by 11:00 pm unless a vote is taken by 10:30 p.m. to extend the meeting.
 - 2. The city clerk will alert the 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 set a new ending time for the meeting.
 - 3. Additional items of business will not be discussed after 11:00 p.m. unless a motion to consider the item(s) is passed.
 - 4. At 11:00 pm, if the meeting has not been extended by majority vote of the council, the mayor will call for a vote to adjourn the meeting.
 - 5. Upon adjournment, all items on the agenda that were not reached will automatically appear on the next work session agenda at the beginning of the New Business section of the agenda.”

SECTION 2. Chapter 2, Article 2, of the City Code is hereby amended to add new Section 2-35, which shall provide as follows:

“Sec. 2-35. Procedures for setting agendas.

Agendas for meetings of the City Council shall be set according to the following procedures:

- (a) *Adding items to the agenda in advance:*

1. The city manager may place any business item on the agenda that he or she deems pertinent to the business of the City.
2. In order for councilmembers to place an item (including, but not limited to, presentations) on a council meeting agenda prior to the meeting, one councilmember must sponsor the item, and a second councilmember must affirmatively indicate to the city manager their agreement to have the item placed on the agenda. If such an item is sponsored by the mayor, two councilmembers must affirmatively indicate to the city manager their agreement to have the item placed on the agenda. The councilmember (or mayor) that sponsors an item shall provide any supporting materials for the agenda packet to the city manager at the time of proposing the agenda item.
3. In the case of work sessions only, each councilmember and the mayor are limited to sponsoring a maximum of two agenda items per meeting for advance placement on the agenda. However, a majority of the Council may vote to add an additional item or items sponsored by the same councilmember when adopting the meeting agenda.
4. For continuity, all agenda items on a work session agenda must appear on the immediately following city council meeting agenda.

(b) *Requirement for prior appearance on work session agenda before regular meeting.* To ensure that the public is aware of prior discussions on a potential agenda item, councilmembers may not add an item to a regular meeting agenda unless it has appeared on a work session agenda within the seventy-five days preceding the regular meeting. This requirement may be waived by unanimous vote of the City Council at the time the final adoption of the regular meeting agenda.

(c) *Deferred items.* Items that have been tabled, postponed, deferred, referred to a Standing Advisory Committee, or withdrawn at work session should be so noted on the following city council regular meeting agenda.

(d) *Publication of advance agenda.* The City Clerk shall cause the anticipated agenda for each regular meeting and work session to be published on the City's website and posted at City Hall as soon as possible, but not later than forty-eight (48) hours prior to the start of the meeting.

(e) *Final adoption of agenda.* At the regular meeting or work session, the Council shall, by majority vote, adopt the agenda for the meeting before doing any other business. The advance agenda may be amended at this time, as necessary, by proper motion and majority vote.”

SECTION 3. Chapter 2, Article 2, of the City Code is hereby amended to add new Section 2-36, which shall provide as follows:

“Sec. 2-36. Attendance by mayor and councilmembers; penalty for excessive absences.

The mayor and each councilmember are expected to attend all work sessions and regular

meetings if possible. Absences shall be addressed according to the following rules and penalties:

- (a) Councilmembers 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.
- (b) *Remote attendance.* Pursuant to O.C.G.A. § 50-14-1(g), 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 more than twice in one calendar year.
- (c) When the mayor or a councilmember is absent from more than two meetings (which include both work sessions and regular meetings) during a calendar year, the city council may, by majority vote, impose a fine not to exceed \$350 for each such meeting missed. For purposes of this section, the mayor or a councilmember is not absent if they attend the meeting remotely as permitted by O.C.G.A. § 50-14-1(g), or if their attendance was prevented by an emergency (as determined by the discretion of the city council).”

SECTION 4. This ordinance shall become effective immediately upon its adoption by the City Council and signature of the Mayor. Any ordinance in conflict herewith is hereby repealed.

SO ORDAINED, this _____ day of _____, 2024.

ATTEST:

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

By _____
Tomika Mitchell, City Clerk

Beverly H. Burks, Mayor

Approved as to Form:

Stephen G. Quinn, City Attorney

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND CHAPTER 2, ARTICLE 2 OF THE CITY CODE CONCERNING COUNCIL MEETINGS; TO CLARIFY HOW COUNCIL MEETINGS WILL BE CONDUCTED, INCLUDING HOW THE AGENDA WILL BE SET, HOW COUNCILMEMBERS WILL CONDUCT THEIR DISCUSSIONS, AND HOW DEFERRED BUSINESS ITEMS WILL BE ADDRESSED AT FUTURE MEETINGS; TO PROVIDE FOR A TIME LIMIT FOR COUNCIL MEETINGS; TO MANDATE COUNCILMEMBER ATTENDANCE AND PROVIDE FOR PENALTIES FOR EXCESSIVE ABSENCES; AND FOR OTHER PURPOSES.

WHEREAS, City Charter § 2.02(d) provides that “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”; and

WHEREAS, the City Council desires to do so by means of this ordinance, in order to clearly establish the rules for conducting its business and the expectations of its members.

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4. If a presentation is sponsored by an elected official that person should introduce the presenter.
5. Presentations sponsored by a councilmember should be limited to 5 minutes in duration. The mayor may approve additional time.
6. If a presentation includes written materials or a slide display, a draft of these materials should be provided to the city clerk in advance and attached to the published agenda packet when possible. At the time of the presentation, copies of any such materials must be available to the mayor, city council members, city

manager, and members of the public in attendance.

(c) *Deferred items.* No item that has been tabled, postponed, deferred, or withdrawn by consensus at work session should be discussed or voted on at the immediately following regular city council meeting, except to formally defer the item to a future meeting or refer it to a Standing Advisory Committee.

(d) *Mayor and councilmember reports.* This is not a time for discussion by or among councilmembers of council business.

(e) *Length of councilmember discussions:*

1. In the interest of efficiency, during discussions councilmembers are urged to answer questions from the mayor and other councilmembers but not to repeat earlier comments and talking points.
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3. In situations where council discussion exceeds 20 minutes, councilmembers are urged to refer the agenda item to the relevant Standing Advisory Committee or defer the item to the next following council meeting.

(f) *Total length of meetings:*

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1. The city manager may place any business item on the agenda that he or she deems pertinent to the business of the City.
2. In order for councilmembers to place an item (including, but not limited to, presentations) on a council meeting agenda prior to the meeting, one

councilmember must sponsor the item, and a second councilmember must affirmatively indicate to the city manager their agreement to have the item placed on the agenda. If such an item is sponsored by the mayor, two councilmembers must affirmatively indicate to the city manager their agreement to have the item placed on the agenda. The councilmember (or mayor) that sponsors an item shall provide any supporting materials for the agenda packet to the city manager at the time of proposing the agenda item.

3. In the case of work sessions only, each councilmember and the mayor are limited to sponsoring a maximum of two agenda items per meeting for advance placement on the agenda. However, a majority of the Council may vote to add an additional item or items sponsored by the same councilmember when adopting the meeting agenda.
 4. For continuity, all agenda items on a work session agenda must appear on the immediately following city council meeting agenda.
- (b) *Requirement for prior appearance on work session agenda before regular meeting.* To ensure that the public is aware of prior discussions on a potential agenda item, councilmembers may not add an item to a regular meeting agenda unless it has appeared on a work session agenda within the seventy-five days preceding the regular meeting. This requirement may be waived by unanimous vote of the City Council at the time the final adoption of the regular meeting agenda.
- (c) *Deferred items.* Items that have been tabled, postponed, deferred, referred to a Standing Advisory Committee, or withdrawn at work session should be so noted on the following city council regular meeting agenda.
- (d) *Publication of advance agenda.* The City Clerk shall cause the anticipated agenda for each regular meeting and work session to be published on the City’s website and posted at City Hall as soon as possible, but not later than forty-eight (48) hours prior to the start of the meeting.
- (e) *Final adoption of agenda.* At the regular meeting or work session, the Council shall, by majority vote, adopt the agenda for the meeting before doing any other business. The advance agenda may be amended at this time, as necessary, by proper motion and majority vote.”

SECTION 3. Chapter 2, Article 2, of the City Code is hereby amended to add new Section 2-36, which shall provide as follows:

“Sec. 2-36. Attendance by mayor and councilmembers; penalty for excessive absences.

The mayor and each councilmember are expected to attend all work sessions and regular meetings if possible. Absences shall be addressed according to the following rules and penalties:

- (a) Councilmembers 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.
- (b) *Remote attendance.* Pursuant to O.C.G.A. § 50-14-1(g), 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 more than twice in one calendar year.
- (c) When the mayor or a councilmember is absent from more than two meetings (which include both work sessions and regular meetings) during a calendar year, the city council may, by majority vote, impose a fine not to exceed \$350 for each such meeting missed. For purposes of this section, the mayor or a councilmember is not absent if they attend the meeting remotely as permitted by O.C.G.A. § 50-14-1(g), or if their attendance was prevented by an emergency (as determined by the discretion of the city council).”

SECTION 4. This ordinance shall become effective immediately upon its adoption by the City Council and signature of the Mayor. Any ordinance in conflict herewith is hereby repealed.

SO ORDAINED, this _____ day of _____, 2024.

ATTEST:

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

By _____
Tomika Mitchell, City Clerk

Beverly H. Burks, Mayor

Approved as to Form:

Stephen Quinn
Stephen G. Quinn, City Attorney

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND CHAPTER 2, ARTICLE 2 OF THE CITY CODE CONCERNING COUNCIL MEETINGS; TO CLARIFY HOW COUNCIL MEETINGS WILL BE CONDUCTED, INCLUDING HOW THE AGENDA WILL BE SET, HOW COUNCILMEMBERS WILL CONDUCT THEIR DISCUSSIONS, AND HOW DEFERRED BUSINESS ITEMS WILL BE ADDRESSED AT FUTURE MEETINGS; TO PROVIDE FOR A TIME LIMIT FOR COUNCIL MEETINGS; TO MANDATE COUNCILMEMBER ATTENDANCE AND PROVIDE FOR PENALTIES FOR EXCESSIVE ABSENCES; AND FOR OTHER PURPOSES.

WHEREAS, City Charter § 2.02(d) provides that “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”; and

WHEREAS, the City Council desires to do so by means of this ordinance, in order to clearly establish the rules for conducting its business and the expectations of its members.

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

SECTION 1. Section 2-25 of the City Code is hereby repealed and replaced with the following language:

“Sec. 2-25. Rules for proceedings during city council meetings.

(a) *Time for discussion at work sessions.* The time allocated for discussion and comment on each work session agenda item is a maximum of 20 minutes for councilmembers and a separate maximum of 20 minutes for public comments per item. The mayor may extend either or both time limits.

(b) *Presentations:*

1. Presentations are agenda items, separate from public comment, in which a person or group is granted time to address the city council during its meeting.
2. A maximum of three (3) presentations should be scheduled per meeting, unless a majority of the council votes to add an additional presentation or presentations when adopting the meeting agenda.
3. Presentations should be made in-person whenever possible, rather than remotely.
4. If a presentation is sponsored by an elected official that person should introduce the presenter.
5. Presentations sponsored by a councilmember should be limited to 5 minutes in duration. The mayor may approve additional time.
6. If a presentation includes written materials or a slide display, a draft of these materials ~~Copies of presentation material~~ should be provided to the city clerk in advance and attached to the published agenda packet when possible. At the time of the presentation, copies of any such materials ~~the material~~ must be available to

the mayor, city council members, city manager, and members of the public in attendance.

7. Presentations that do not pertain to an action item for the City Council (at that meeting or a meeting anticipated in the near future) will not be allowed.

(c) *Deferred items.* No item that has been tabled, postponed, deferred, ~~referred to a Standing Advisory Committee (“SAC”)~~, or withdrawn by consensus at work session should be discussed or voted on at the immediately following regular city council meeting, except to formally defer the item to a future meeting or refer it to a Standing Advisory Committee SAC.

(d) *Mayor and councilmember reports.* ~~Remarks during this portion of regular meetings should relate to meetings attended, upcoming events, announcements, resident acknowledgments, and other similar topics.~~ This is not a time for discussion by or among councilmembers of council business.

(e) *Length of councilmember discussions:*

1. In the interest of efficiency, during discussions councilmembers are urged to answer questions from the mayor and other councilmembers but not to repeat earlier comments and talking points.
2. Councilmembers are urged to limit their comments to a maximum of 3 minutes.
3. In situations where council discussion exceeds 20 minutes, councilmembers are urged to refer the agenda item to the relevant Standing Advisory Committee or defer the item to the next following council meeting.

(f) *Total length of meetings:*

1. All regular city council meetings and work sessions shall adjourn by 11:00 pm unless a vote is taken by 10:30 p.m. to extend the meeting.
2. The city clerk will alert the 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 set a new ending time for the meeting.
3. Additional items of business will not be discussed after 11:00 p.m. unless a motion to consider the item(s) is passed.
4. At 11:00 pm, if the meeting has not been extended by majority vote of the council, the mayor will call for a vote to adjourn the meeting.
5. Upon adjournment, all items on the agenda that were not reached will automatically appear on the next work session agenda at the beginning of the New Business section of the agenda.”

SECTION 2. Chapter 2, Article 2, of the City Code is hereby amended to add new Section 2-35, which shall provide as follows:

“Sec. 2-35. Procedures for setting agendas.

Agendas for meetings of the City Council shall be set according to the following procedures:

(a) *Adding items to the agenda in advance:*

1. The city manager may place any business item on the agenda that he or she deems pertinent to the business of the City.
2. In order for councilmembers to place an item (including, but not limited to, presentations) on a council meeting agenda prior to the meeting, one councilmember must sponsor the item, and a second councilmember must affirmatively indicate to the city manager their agreement to have the item placed on the agenda. If such an item is sponsored by the mayor, two councilmembers must affirmatively indicate to the city manager their agreement to have the item placed on the agenda. The councilmember (or mayor) that sponsors an item shall provide any supporting materials for the agenda packet to the city manager at the time of proposing the agenda item.
3. In the case of work sessions only, each councilmember and the mayor are limited to sponsoring a maximum of two agenda items per meeting for advance placement on the agenda. However, a majority of the Council may vote to add an additional item or items sponsored by the same councilmember when adopting the meeting agenda.
4. For continuity, all agenda items on a work session agenda must appear on the immediately following city council meeting agenda.

(b) *Requirement for prior appearance on work session agenda before regular meeting.* To ensure that the public is aware of prior discussions on a potential agenda item, councilmembers may not add an item to a regular meeting agenda unless it has appeared on a work session agenda within the seventy-five days preceding the regular meeting. This requirement may be waived by unanimous vote of the City Council at the time the final adoption of the regular meeting agenda.

(c) *Deferred items.* Items that have been tabled, postponed, deferred, referred to a Standing Advisory Committee, or withdrawn at work session should be so noted on the following city council regular meeting agenda.

(d) *Publication of advance agenda.* The City Clerk shall cause the anticipated agenda for each regular meeting and work session to be published on the City's website and posted at City Hall as soon as possible, but not later than forty-eight (48) hours prior to the start of the meeting.

(e) *Final adoption of agenda.* At the regular meeting or work session, the Council shall, by majority vote, adopt the agenda for the meeting before doing any other business. The advance agenda may be amended at this time, as necessary, by proper motion and majority vote."

SECTION 3. Chapter 2, Article 2, of the City Code is hereby amended to add new Section 2-36, which shall provide as follows:

"Sec. 2-36. Attendance by mayor and councilmembers; penalty for excessive absences.

The mayor and each councilmember are expected to attend all work sessions and regular meetings if possible. Absences shall be addressed according to the following rules and penalties:

- (a) Councilmembers 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.
- (b) *Remote attendance.* Pursuant to O.C.G.A. § 50-14-1(g), 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 more than twice in one calendar year.
- (c) When the mayor or a councilmember is absent from more than two meetings (which include both work sessions and regular meetings) during a calendar year, the city council may, by majority vote, impose a fine not to exceed \$350 for each such meeting missed. For purposes of this section, the mayor or a councilmember is not absent if they attend the meeting remotely as permitted by O.C.G.A. § 50-14-1(g), or if their attendance was prevented by an emergency (as determined by the discretion of the city council).”

SECTION 4. This ordinance shall become effective immediately upon its adoption by the City Council and signature of the Mayor. Any ordinance in conflict herewith is hereby repealed.

SO ORDAINED, this _____ day of _____, 2024.

ATTEST:

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

By _____
Tomika Mitchell, City Clerk

Beverly H. Burks, Mayor

Approved as to Form:

Stephen G. Quinn, City Attorney

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND CHAPTER 2, ARTICLE 2 OF THE CITY CODE CONCERNING COUNCIL MEETINGS; TO CLARIFY HOW COUNCIL MEETINGS WILL BE CONDUCTED, INCLUDING HOW THE AGENDA WILL BE SET, HOW COUNCILMEMBERS WILL CONDUCT THEIR DISCUSSIONS, AND HOW DEFERRED BUSINESS ITEMS WILL BE ADDRESSED AT FUTURE MEETINGS; TO PROVIDE FOR A TIME LIMIT FOR COUNCIL MEETINGS; TO MANDATE COUNCILMEMBER ATTENDANCE AND PROVIDE FOR PENALTIES FOR EXCESSIVE ABSENCES; AND FOR OTHER PURPOSES.

WHEREAS, City Charter § 2.02(d) provides that “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”; and

WHEREAS, the City Council desires to do so by means of this ordinance, in order to clearly establish the rules for conducting its business and the expectations of its members.

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

SECTION 1. Section 2-25 of the City Code is hereby repealed and replaced with the following language:

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6. If a presentation includes written materials or a slide display, a draft of these materials should be provided to the city clerk in advance and attached to the published agenda packet when possible. At the time of the presentation, copies of any such materials must be available to the mayor, city council members, city

manager, and members of the public in attendance.

7. Presentations that do not pertain to an action item for the City Council (at that meeting or a meeting anticipated in the near future) will not be allowed.

(c) *Deferred items.* No item that has been tabled, postponed, deferred, or withdrawn by consensus at work session should be discussed or voted on at the immediately following regular city council meeting, except to formally defer the item to a future meeting or refer it to a Standing Advisory Committee.

(d) *Mayor and councilmember reports.* This is not a time for discussion by or among councilmembers of council business.

(e) *Length of councilmember discussions:*

1. In the interest of efficiency, during discussions councilmembers are urged to answer questions from the mayor and other councilmembers but not to repeat earlier comments and talking points.
2. Councilmembers are urged to limit their comments to a maximum of 3 minutes.
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SECTION 2. Chapter 2, Article 2, of the City Code is hereby amended to add new Section 2-35, which shall provide as follows:

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1. The city manager may place any business item on the agenda that he or she deems pertinent to the business of the City.

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SECTION 3. Chapter 2, Article 2, of the City Code is hereby amended to add new Section 2-36, which shall provide as follows:

“Sec. 2-36. Attendance by mayor and councilmembers; penalty for excessive absences.

The mayor and each councilmember are expected to attend all work sessions and regular meetings if possible. Absences shall be addressed according to the following rules and penalties:

- (a) Councilmembers 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.
- (b) *Remote attendance.* Pursuant to O.C.G.A. § 50-14-1(g), 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 more than twice in one calendar year.
- (c) When the mayor or a councilmember is absent from more than two meetings (which include both work sessions and regular meetings) during a calendar year, the city council may, by majority vote, impose a fine not to exceed \$350 for each such meeting missed. For purposes of this section, the mayor or a councilmember is not absent if they attend the meeting remotely as permitted by O.C.G.A. § 50-14-1(g), or if their attendance was prevented by an emergency (as determined by the discretion of the city council).”

SECTION 4. This ordinance shall become effective immediately upon its adoption by the City Council and signature of the Mayor. Any ordinance in conflict herewith is hereby repealed.

SO ORDAINED, this _____ day of _____, 2024.

ATTEST:

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

By _____
Tomika Mitchell, City Clerk

Beverly H. Burks, Mayor

Approved as to Form:

Stephen Quinn

Stephen G. Quinn, City Attorney



CITY OF CLARKSTON

ITEM NO: 9K

CITY COUNCIL WORK SESSION/ MEETING

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: NOVEMBER 7, 2024

SUBJECT: To consider a resolution to regulate the utilization of the City Attorney’s services by Councilmembers.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
PAGES:

PRESENTER CONTACT INFO:
Councilmembers Debra Johnson and Susan Hood
PHONE NUMBER: 404-296-6489

PURPOSE: For the City Council to control expenses incurred by engaging legal advice from the city attorney and ensure that the city manager is kept abreast of legal issues.

NEED/ IMPACT: To regulate the utilization of the City Attorney’s services by Councilmembers.

RECOMMENDATION: N/A

RESOLUTION NO. _____

A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO REGULATE THE UTILIZATION OF THE CITY ATTORNEY’S SERVICES BY COUNCILMEMBERS.

WHEREAS, the City Council desires to control expenses incurred by engaging legal advice from the city attorney and ensure that the city manager is kept abreast of legal issues.

NOW THEREFORE, BE IT RESOLVED as follows:

1. Councilmembers should consult with the city manager before communicating directly with the city attorney. Councilmembers need not consult with the city manager first when the matter can be discussed with the city attorney in fifteen minutes or less, when the councilmember seeks advice about complying with the code of ethics, or when the matter is a personnel matter related to the city manager.
2. In any circumstance where an elected official believes they may have a potential conflict of interest, or other matters related to the code of ethics, such official is encouraged to consult directly 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.

SO RESOLVED, this _____ day of _____, 2024.

ATTEST:

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

By _____
Tomika Mitchell, City Clerk

Beverly H. Burks, Mayor

Approved as to Form:

Stephen G. Quinn, City Attorney



CITY OF CLARKSTON

ITEM NO: 9L

CITY COUNCIL WORK SESSION/ MEETING

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: NOVEMBER 7, 2024

SUBJECT: To consider an ordinance to amend Chapter 2, Article 3 of the City Code concerning the Code of Ethics to prohibit cash advances to elected officials to exclude per diems.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
PAGES:

PRESENTER CONTACT INFO:

Councilmembers Debra Johnson and Susan Hood
PHONE NUMBER: 404-296-6489

PURPOSE: For the City Council to clearly prohibit the mayor and any councilmember from requesting or receiving any cash advance from the City. This shall not apply to the payment of per diem for travel associated with an approved trip for city business or education purposes.”

NEED/ IMPACT: To prohibit cash advances to elected officials to exclude per diems.

RECOMMENDATION: N/A

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND CHAPTER 2, ARTICLE 3 OF THE CITY CODE CONCERNING THE CODE OF ETHICS TO PROHIBIT CASH ADVANCES OF COMPENSATION TO ELECTED OFFICIALS.

WHEREAS, the Mayor and Councilmembers receive compensation from the City for their service pursuant to City Charter § 2.02(b) and City Code §§ 2-2 and 2-3; and

WHEREAS, the Mayor and City Council desire to clearly prohibit the mayor and any councilmember from requesting or receiving any cash advance of such compensation from the City.

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

SECTION 1. New Section 2-55 of the City Code is hereby adopted and shall provide as follows:

“Sec. 2-55. Cash advance of compensation prohibited.

Neither the mayor nor any councilmember shall request nor accept a cash advance of their compensation paid by the City.”

SECTION 2. This ordinance shall become effective immediately upon its adoption by the City Council and signature of the Mayor. Any ordinance in conflict herewith is hereby repealed.

SO ORDAINED, this _____ day of _____, 2024.

ATTEST:

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

By _____
Tomika Mitchell, City Clerk

Beverly H. Burks, Mayor

Approved as to Form:

Stephen Quinn
Stephen G. Quinn, City Attorney