



where possibilities grow

3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021

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Mayor Beverly H. Burks
Councilmembers:

Debra Johnson-Vice Mayor

Jamie Carroll

Sharifa Adde

Susan Hood

Yterenickia Bell

Mark Perkins

Tammi Saddler Jones, Interim City Manager

CITY COUNCIL WORK SESSION AGENDA

Tuesday, November 26, 2024 - 7:00PM
IN-PERSON/ HYBRID

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENTS

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

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

A. Report on recommendations by Interim City Manager, Tammi Saddler Jones, regarding which committees, councils, and taskforces entities are still necessary for the city's goals.

5. OLD BUSINESS

6. NEW BUSINESS

A. To discuss a resolution to add membership in a fund of Georgia Interlocal Risk Management Agency (GIRMA) for PTSD Diagnosis Benefit for First Responders in the amount of \$736.00 to be funded out of the General Fund.

B. To discuss a declaration and application proposing an adjustment to the Georgia Municipal Employees Benefit Systems, Life and Health Plan effective date for new employees at no cost to the city.

C. To discuss a resolution approving an agreement between the City of Clarkston and A&S Paving, Inc for Drainage Improvement Project #1 at 3731 & 3737 Market Crescent Drive, Clarkston, GA 30021 and 860 Market Way, Clarkston, GA 30021 in the amount of \$177,430 to be funded out of the Storm Water Enterprise Fund.

D. To discuss submitting the FY 2025 Local Maintenance Improvement Grant (LMIG) application in the amount of \$112,384.11 to the Georgia Department of Transportation; including the minimum of 30% local match to be funded out of SPLOST II, due by February 1, 2025.

E. To discuss the U.S. Department of Transportation "Safe Streets for All (SS4A) Grant Agreement" to receive a SS4A Grant for the Greater Clarkston SS4A Vision Zero Safety Action Plan.

F. To discuss a resolution approving a renewal agreement for procurement services with Bowman Moody Enterprise, LLC for in the amount of \$21,000 for up to six months to be funded out of the General Fund.

G. To discuss a resolution to amend the alcoholic beverage license fee schedule.

H. To discuss an ordinance to amend Chapter 3 of the City Code to increase the annual license fees associated with various alcoholic beverage licenses.

I. To discuss an ordinance to amend Chapter 11 of the City Code to increase the administrative fee amount required to be paid in connection with applying for or renewing a business license.



- J.** To discuss an ordinance to amend Chapter 10, Article VII of the City Code to increase the annual permit fee amount associated with a hookah permit.
- K.** To discuss the FY 2024 Budget Amendment.
- L.** To discuss allocating \$7,000 from the FY 2025 adopted budget/ Community Action Budget Grant Program to the Tell Me a Story Event.
- M.** To discuss allocating an additional \$5,000 from the FY 2025 adopted budget/ Community Action Budget to the Clarkston Community Center venue rentals.
- N.** Discuss an ordinance to amend the City's Personnel Code to specify department heads and to provide for an administrator of human resources.
- O.** To discuss the proposed 2025 City Council Regular Meeting and Work Session dates.
- P.** To discuss the proposed dates for the 2025 Mayor, Council, and Staff Retreat.

7. ADJOURNMENT

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Work Session at 7:00 p.m. on Tuesday, November 26, 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_pRzZLfg-RVmqGOYXQi_1Og

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

CITY OF CLARKSTON

ITEM NO: 4A

CITY COUNCIL MEETING

BUSINESS AGENDA / MINUTES

HEARING TYPE:
Work Session

ACTION TYPE:
Discussion

MEETING DATE: November 26, 2024

SUBJECT: Recommendation by Interim City Manager, Tammi Saddler Jones, regarding which committees, councils, and taskforces entities are still necessary for the city’s goals.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

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

PURPOSE: Discussion Recommendation by Interim City Manager, Tammi Saddler Jones, regarding which committees, councils, and taskforces entities are still necessary for the city’s goals.

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

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

The other City Committees are Early Learning Task Force; Youth Advisory Council; Senior Resident Advisory Committee; Police Community Task Force; Preventive Health Task Force; and Public Art Advisory Committee.

RECOMMENDATIONS BY THE INTERIM CITY MANAGER, TAMMI SADDLER JONES (see the attached corresponding explanations):

Merge the following together with recommendations:

Public Safety and Legal Committee and Police Community Task Force

PROPOSED NEW NAME: Public Safety Committee

Youth Advisory Council, Senior Resident Advisory Council, Early Learning Task Force

PROPOSED NEW NAME: Community Services Council

Abolish the following:

Transportation and Environment Committee – **can be handled by the Public Works Department and City Engineer**

Business and Economic Development Committee – **can be handled by Planning/Economic Development Department**

Community Development and Civic Innovation Committee – **can be handled by Planning/Economic Development Department. The Civic Innovation portion of that Committee can be merged with the responsibility of the Equality, Inclusion and Opportunity Committee.**

Housing and Infrastructure Committee – **can be handled by Planning/Economic Development Department**

Keep with recommendations:

Equality, Inclusion and Opportunity Committee

Public Art Advisory Committee

Preventive Health Task Force

INTERNAL MEMO

To: Mayor Beverly Burks and City Council
From: Tammi Saddler Jones, Interim City Manager
RE: Recommendation regarding which committees, councils, and taskforces entities are still necessary for the city's goals
Date: November 26, 2024

See the explanations below regarding which committees, councils, and tasks forces entities are still necessary for the city's goals. It is recommended that these changes be initiated in 2025.

Rationale for Eliminating the Transportation and Environment Committee

Transportation and Environment Committee

The Committee on Transportation and the Environment may be responsible for matters relating to environmental protection, highways, bridges, traffic, vehicles, and other transportation issues, maintenance of public spaces, waterways, and water supply and wastewater treatment along with other matters.

Recommendation: If this committee was formed based off the information above, the recommendation is that these specific tasks and responsibilities can all be managed by the Public Works Department and City Engineer. Therefore, there is no longer a need for this committee.

Rationale for Eliminating the Community Development and Civic Innovation Committee

Community Development and Civic Innovation Committee

A Community Development and Civic Innovation Committee may be a group that focuses on building communities through civic innovation and community development:

- **Community development**

The process of building communities is based on equality, justice, and mutual respect. It involves changing the relationship between people in positions of power and ordinary people so that everyone can participate in issues that affect their lives.

- **Civic innovation**

The process of creatively addressing community challenges through collaborative efforts between citizens, businesses, non-profits, and government entities.

Recommendation: If this committee is based off the information above, then this committee should be eliminated because these specific responsibilities for community development can be managed by the Planning and Economic Development Department in partnership with the DEI Officer for the City of Clarkston concerning the civic innovation portion. It is also recommended that civic innovation can be merged within the mission of the current Equality, Inclusion, and Opportunity Committee. Therefore, there is no longer a need for this committee.

Rationale for Eliminating the Housing and Infrastructure Committee

Housing and Infrastructure Committee

The Housing and Infrastructure Committee may be responsible for matters relating to planning and infrastructure-related functions (e.g., housing development and urban redevelopment).

- Comprehensive development and land use plans.
- Urban redevelopment and housing improvements.
- Infrastructure concerns (sewage, waste disposal, streets, and bridges).
- Housing code enforcement and regulatory matters.

Recommendation: If this committee was formed based off the information above, the recommendation is that these specific tasks and responsibilities can all be managed by the Planning/Economic Development Department and City Engineer. Therefore, there is no longer a need for this committee.

Rationale for Merging the Public Safety and Legal Committee with the Police Community Task Force and the new name would be Public Safety Committee

The new committee's name would be **Public Safety Committee** because it is recommended that the Public Safety and Legal Committee and the Police Community Task Force be merged into one committee. This committee will offer insight to how the public feels and what they need to feel safe along with looking into other tasks (i.e., addressing community and police relations).

Recommendation: If this committee is based off the information above, then this committee should be merged with the Public Safety and Legal Committee and the new name would be the Public Safety Committee to be led by specific Organization Representatives/Community Members in partnership with a city staff liaison(s) within the City Manager Office, Police Department and Parks and Recreation Department.

Additional recommendations:

Recommend various methods for naming committee members, but an application should be completed by interested parties.

This committee will be staff monitored/led. It is suggested that the council is allowed to appoint one applicant, as a governing body, per committee.

The remaining committee members would be comprised of residents and non-residents of Clarkston with the appropriate experience\background related to the committee's purpose.

It is suggested that the committee is given identified projects/goals/tasks to accomplish, with dates and qualifications for approval of desired project.

Rationale for Maintaining the Preventative Health Task Force

The City of Clarkston Preventative Health Task Force is a vital resource for promoting health and wellness in our diverse community, which includes a significant population of refugees. The task force plays an essential role in ensuring that residents have access to crucial health education and preventative services, which are especially important in a community with a range of cultural backgrounds, languages, and health needs. Many residents may face barriers such as language, cultural differences, and economic constraints, making it challenging for them to access health care and preventative services. A proactive task force can bridge these gaps by offering inclusive, accessible programs tailored to the needs of Clarkston's population.

Proposed Structure and Member Composition

To effectively address the unique needs of Clarkston's population, the Preventative Health Task Force should be small yet representative, comprising 8-10 members who bring diverse expertise and community connections. Ideal members include:

- **Health Care Professionals:** Doctors, nurses, and public health experts to guide medical best practices.
- **Mental Health Specialists:** To address psychological health, which is often intertwined with physical wellness.
- **Community Outreach Representatives:** Individuals with strong ties to refugee communities and fluency in multiple languages.
- **Dieticians/Nutritionists:** To provide education on nutrition, especially valuable in culturally tailored dietary counseling.
- **Fitness Experts:** To facilitate accessible group fitness workshops and promote active living.
- **Local Government Representative:** To ensure alignment with broader community initiatives and facilitate resource allocation.

Meeting Frequency and Member Responsibilities

The task force should convene quarterly, with additional meetings scheduled as needed to organize major events or respond to urgent health concerns. Quarterly meetings allow for consistent planning and evaluation of ongoing projects, ensuring that goals remain focused and attainable.

Annual Requirements and Goals

Each year, members of the task force should be required to:

1. Organize a Minimum of Four Health Initiatives:

- **Free Health Clinics:** Host free health check-ups and immunization drives at least twice per year, providing basic healthcare access to residents who may not otherwise seek or afford it.
- **Wellness and Fitness Workshops:** Coordinate group fitness activities that accommodate various cultural preferences and physical abilities. These could include yoga, Zumba, or walking groups, which also foster community building.
- **Dietary Counseling Sessions:** Provide workshops or individual consultations with dietitians to educate residents on nutrition and dietary choices, emphasizing cultural food preferences.

2. Health Education Campaigns:

- Conduct educational programs, ideally in collaboration with trusted local leaders, to improve health literacy and address misconceptions about medical practices and preventive health.
- Develop multilingual resources on topics like immunization, common diseases, and preventive care.

3. Annual Community Survey and Report:

- Gather feedback from the community to assess health needs and program effectiveness.
- Issue an annual report summarizing the task force's activities, outcomes, and recommendations for future initiatives, promoting transparency and community trust.

By keeping this task force active, the city of Clarkston can significantly improve health outcomes, restore trust in healthcare, and ensure that all residents, regardless of background, feel supported in achieving wellness. The Task Force would have a city staff liaison such as our Director of Parks and Recreation.

Rationale for Eliminating the Business and Economic Development Committee

The Clarkston Business Association (CBA), established by local residents, is already serving the needs of the community in terms of business and economic development. The CBA meets regularly to discuss key topics related to economic growth, business development, and related initiatives. Given the CBA's active role and willingness to collaborate with the city, we believe there is no longer a need to maintain a separate city-run Business and Economic Development Committee.

Through ongoing partnership and communication with the CBA, we can effectively advance the economic interests of the city. While the CBA is a non-city-run entity, its contributions are crucial to the growth and success of local businesses. It is recommended that this committee be eliminated to shift our focus to support and leverage the work with CBA and the Planning/Economic Development Department. Therefore, there is no longer a need for this committee.

Rationale for Keeping the City of Clarkston Public Art Committee

The City of Clarkston's Public Art Committee plays a vital role in fostering cultural enrichment, community pride, and aesthetic appeal throughout the city. By maintaining the committee, Clarkston demonstrates a commitment to cultural diversity, creative expression, and civic engagement, all of which are essential in a vibrant, inclusive community. Public art initiatives not only beautify communal spaces but also offer residents and visitors a sense of identity, belonging, and pride.

Committee Structure and Member Composition

To reflect the diverse and inclusive spirit of Clarkston, the Public Art Committee should consist of:

- **Art Professionals:** Artists, art educators, or gallery representatives.
- **Community Leaders:** Individuals with ties to local organizations or schools to help reach wider audiences.
- **Youth Representatives:** Students or young adults interested in art to ensure fresh, modern perspectives.
- **Business Owners:** To foster collaboration with local businesses and promote art throughout commercial areas.

For a Public Art Committee with a focus on expertise in the arts, the City of Clarkston could structure a **5 to 7-member** committee with a heavier emphasis on art professionals while still ensuring community representation. Here's a suggested composition:

1. **2-3 Art Professionals** (artists, art educators, or gallery representatives) to lead the artistic vision, planning, and quality of projects.
2. **1 Community Leader** (from a local organization, school, or cultural institution) to foster partnerships and community outreach.
3. **1 Business Representative** to create connections between public art and local commerce, enhancing project visibility and support.
4. **1-2 At-Large Community Members** to provide input from a resident's perspective and ensure projects align with community values.
5. **Reasoning:** There has been a significant increase in public interest and engagement regarding public art in Clarkston. Over the past year, staff have led several successful art installations, placemaking initiatives, and developed a program aimed at promoting and showcasing the city's arts and tourism attractions. Public

engagement with the arts is at an all-time high, and this momentum presents a unique opportunity to further promote Clarkston’s cultural and economic growth.

6. Staff believe the Public Art Advisory Committee could play a pivotal role in jumpstarting Clarkston’s Main Street Program, which would drive increased engagement, tourism, and economic development in the downtown area, while also expanding public art initiatives. However, past attempts to engage with the committee have been met with limited participation, which has led to delays and challenges in completing art projects.
7. Given the committee’s current level of inactivity, it is recommended that we modify its structure and purpose to better align with the city’s needs. If the committee cannot be revitalized, it is suggested that dissolving it altogether, as the Economic Development Coordinator has successfully handled all public art initiatives in 2024. Proactive support from the Public Art Advisory Committee is essential for the city to meet the goals outlined in its comprehensive plan and continue the positive momentum in public art development.

Member Responsibilities

Each member should be responsible for:

- **Regular meetings** (monthly or bi-monthly) to set objectives, review progress, and strategize future projects.
- **Engagement in at least one annual art education initiative**, such as hosting workshops, artist talks, or community art events, aiming to foster art appreciation and skills.
- **Participation in an annual public art project**, where art professionals lead design and implementation, while community members and leaders assist with outreach and public involvement.
- **Soliciting and responding to community feedback**, ensuring projects resonate with the city’s diverse residents.

This structure leverages the expertise of art professionals to guide high-quality, impactful projects while maintaining a strong connection to the community’s needs and interests.

Annual Requirements and Initiatives

Each year, the Public Art Committee should engage in:

1. **Art Education Initiatives:** Conduct workshops, artist talks, or school partnerships to cultivate art appreciation and skill-building across different age groups and demographics.

2. **Public Art Projects:** Implement at least one public art project annually, whether through murals, sculptures, or temporary installations, to enhance the city's visual landscape and invite public engagement.
3. **Community Collaboration:** Partner with local organizations and businesses to expand the reach and impact of public art, creating opportunities for community members to participate in the creative process.

By setting these objectives, the committee will continuously contribute to Clarkston's mission to be a place "where possibilities grow," enriching the community's cultural landscape year after year.

Rationale for Keeping the City of Clarkston Equality, Inclusion, and Opportunity Committee but adding the Civic Innovation portion to this Committee

Equality, Inclusion, and Opportunity Committee

Equity, Inclusion opportunity committee is a much-needed standing advisory committee in the city. This committee will give the city the opportunity to hear from the community and make a lasting impact. The committee will have to be actively involved and look for opportunities for the city to be inclusive and fair towards all citizens and business in the city.

Recommendation: If this standing advisory committee was formed based off the information above, the recommendation is that all information coming from Equality, Inclusion, and Opportunity Committee should be in partnership with city staff to include the Diversity, Equity, and Inclusion (DEI Officer) through a partnership with City Departments. The Diversity, Equity, and Inclusion (DEI) Officer should serve as the staff liaison for the merged committee. This role aligns with the focus on inclusivity, civic participation, and equitable access, ensuring initiatives are reflective of Clarkston's diverse population and priorities.

Rationale for Merging the Youth Advisory Council, Senior Resident Advisory Council, and Early Learning Task Force to the new name of Community Services Council

The Youth Advisory Council, Senior Resident Advisory Council, and Early Learning Task Force should be kept and merged into one committee called the **Community Services Council**. This committee will offer insight as to how to address issues/concerns from a holistic standpoint of the youth/teens, middle aged, and our senior population. Although all 3 groups have their specific needs, the committee would be tasked with determining how to best address the specific matters for each group. It is recommended that the staff work with the Community Services Council.

Additional recommendations:

Recommend various methods for naming committee members, but an application should be completed by interested parties.

This committee will be staff monitored/led. It was suggested that the council is allowed to appoint one applicant, as a body, per committee.

The remaining committee members would be comprised of residents and non-residents of Clarkston with the appropriate experience\background related to the committee's purpose.

It is suggested that the committee is given identified projects/goals/tasks to accomplish, with dates and qualifications for approval of desired project.



CITY OF CLARKSTON

ITEM NO: 6A

CITY COUNCIL WORK SESSION

ACTION TYPE:
Discussion

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

MEETING DATE: November 26, 2024

SUBJECT: To discuss the proposed PTSD Diagnosis Benefit Proposal for First Responders

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 discuss and approve the proposed PTSD Diagnosis Benefit for all First Responders. This benefit aims to provide financial support for mental health challenges encountered in the line of duty. The estimated annual premium for all First Responders is \$736.00, to be paid from the General Fund Account 100-3200-30 (Police Employee Benefits – 512100).

NEED/IMPACT:

This benefit addresses the critical need to support First Responders diagnosed with PTSD by providing a lump-sum financial benefit. The program acknowledges the mental health risks associated with emergency response and demonstrates the City’s commitment to the well-being of its personnel. By implementing this benefit, we align with statewide standards and strengthen our resources for supporting First Responders' mental health.

RECOMMENDATION:

Approve the PTSD Diagnosis Benefit proposal as presented.

Proposal Details:

- Component 1: Lump Sum PTSD Diagnosis Benefit for All First Responders
 - Lifetime Benefit per First Responder: \$3,000 (Mandated Limit)
 - Estimated Annual Premium for All First Responders: \$736.00

This proposal is offered through the GMA - GIRMA Georgia First Responder PTSD Program, with a requested coverage effective date of January 1, 2025. Approving this benefit will ensure our First Responders receive timely financial support if diagnosed with PTSD, reflecting our commitment to their mental health and recovery.

**GEORGIA INTERLOCAL RISK MANAGEMENT (GIRMA)
FIRST RESPONDER PTSD APPLICATION AND PARTICIPATION AGREEMENT**

Employers eligible to participate in GIRMA (hereinafter a “Participating Employer” or “Employer”) shall complete this Application and Participation Agreement in order to purchase First Responder PTSD coverage fully insured by MetLife under the GIRMA Fund C Master Policy for a Lump Sum PTSD Diagnosis Benefit, a PTSD Disability (Income Replacement) Benefit, or a Combined Lump Sum PTSD Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit. Once approved by GIRMA’s Program Administrator, the Participating Employer will receive a one-page Summary of Benefits identifying the purchased coverage(s) (the “First Responder PTSD Policy”) and a link to the Policy Certificate for the purchased coverage(s), so it may make these available to individuals performing service for them as an employed or volunteer “First Responder” as defined below (“First Responders”).

Who Does What?

- GIRMA is the Policyholder of a First Responder PTSD Policy insured by MetLife, which provides a Lump Sum Benefit and a Disability (Income Replacement) Benefit. These coverages together are designed to meet the requirements of the Ashley Wilson Act (the “Act”), effective January 1, 2025.
- Georgia Municipal Association, Inc., (“GMA”) is the Program Administrator for GIRMA. GMA uses information from the First Responder census data provided by the Participating Employer to bill for the premiums due under the First Responder PTSD Policy and maintains (either directly or through the broker for the First Responder PTSD Policy) Participating Employers’ Application and Participation Agreements.
- Participating Employers are responsible for providing census data to GMA’s broker that identifies all First Responders (as defined below) performing first responder services for them, classifying the First Responders by statutory definition and as employed or volunteer, and identifying those First Responders who are First Responders for another Public Entity.
- Participating Employers are responsible for submitting complete and accurate census data and paying premiums to GMA, communicating with First Responders about the coverages the Employer provides, providing the Summary of Benefits and link to the applicable Certificate to First Responders, and providing all requested information and documentation requested by GMA’s broker to ensure the census is current.
- Participating Employers are responsible for designating an authorized member of human resources staff to receive inquiries from MetLife related to work requirements or work status for disability claims and provide all information requested by MetLife for that purpose.
- To comply with the confidentiality provisions of the Act, GMA and its broker will not inform Participating Employers whether a First Responder has submitted a claim for benefits or received any such benefits.
- Participating Employers are responsible for ensuring that any information in their possession related to claims, and any other information that would reasonably identify an individual as having been diagnosed with PTSD, is used only in accordance with applicable laws and is kept confidential in the same way as mental health information related to an employer sponsored major medical plan or employee assistance program.
- Participating Employers are prohibited by law from taking any employment action solely as a result of a First Responder’s diagnosis, claims, or benefits.
- MetLife evaluates claims and pays approved claims under the First Responder PTSD Policy. All claims for benefits must be submitted to MetLife.
- First Responders do not need to inform the Participating Employer that they are making a claim.
- Neither GIRMA nor GMA have any role in claim determination or payment.

Definition of First Responder. A First Responder for the Participating Employer is an individual who meets one or more of the following definitions as a result of services he or she performs for the Participating Employer as an employee or volunteer:

- (A) 'Communications officer' as defined in Code Section 37-12-1;
- (B) 'Correctional officer' as defined in Code Section 45-1-8;
- (C) 'Emergency medical professional' as defined in Code Section 16-10-24.2;
- (D) 'Emergency medical technician' as defined in Code Section 16-10-24.2;
- (E) 'Firefighter' as defined in Code Section 25-4-2;
- (F) 'Highway emergency response operator' as defined in Code Section 45-1-8;
- (G) 'Jail officer' as defined in Code Section 45-1-8;
- (H) 'Juvenile correctional officer' as defined in Code Section 45-1-8;
- (I) 'Peace officer' as defined in Code Section 35-8-2;
- (J) 'Probation officer' as defined in Code Section 45-1-8; and
- (K) Law enforcement officer with the Department of Natural Resources.

Employer Obligations:

- Employer shall not require any kind of contribution from First Responders for the coverage(s) provided under the First Responder PTSD Policy.
- Employer is solely responsible for identifying all First Responders (as defined above). Any questions about First Responder status should be resolved by contacting legal counsel. Participating Employers that are members of GIRMA's Property and Liability Fund may call the GIRMA HelpLine at 800-721-1998 for free legal advice about whether an individual meets the statutory definition.
- Employer is solely responsible for keeping an accurate list of all First Responders, and providing correct and complete information to GMA's broker.
- Employer shall submit initial First Responder census data to the GMA broker in the form requested, and must update this census data as requested in order to ensure that all First Responders are properly identified and classified.
- The Employer's cost for coverage under the First Responder PTSD Policy will be based on the most recent census data at the time of billing.
- Employer shall provide the Summary of Benefits and a link to the applicable Certificate to all First Responders at no charge, and shall provide a copy of the applicable Policy to First Responders upon request.
- If the Policy is terminated for any reason, Employer shall provide notification of termination to all First Responders.
- Whenever requested to do so by MetLife or GMA, Employer shall provide MetLife or GMA the information requested.

Benefits Exempt from Income Tax:

- MetLife has determined that benefits it will pay under the policy are not subject to state or federal income taxation. Accordingly, MetLife will not report benefits to the IRS or withhold any amounts from benefit payments.
- MetLife will advise benefit recipients that benefits are not subject to federal or state income tax, so MetLife will not withhold taxes or provide a 1099 or W-2 or report benefit payments to the IRS. MetLife will remind benefit recipients that the benefits may offset other benefits received by the recipient or have other tax consequences and encourage them to consult their tax advisor for guidance.
- MetLife will provide a summary of benefits to the benefits recipient upon request.
- Legal counsel to GIRMA has advised GIRMA of the following:

- The Ashley Wilson Act provides that benefits payable pursuant to the Ashley Wilson Act are not subject to Georgia income tax.
- Benefits payable under the policy to First Responders (as defined in the statute) are not subject to federal income tax because the Ashley Wilson Act is a statute in the nature of a workers' compensation act under Treas. Reg. Section 1.104-1(b) and the MetLife policy bases benefits solely on diagnosis of work-related injuries or sickness as described in the Act.
- Participating Employers have no tax obligations arising from payment of benefits to their First Responders.
- A copy of the opinion letter is available upon request.

Information Privacy and Security:

- See the attached PTSD Privacy Notice, which will be posted on the website where policy information is published. This Notice explains the privacy requirements of the Ashley Wilson Act and how individually identifiable information is used and shared.
- As a critical illness and disability policy, the PTSD Program is not subject to the federal information privacy and security law that applies to group health plans (HIPAA). However, GMA, the GMA broker, and MetLife protect individually identifiable information and use and share it only in accordance with the privacy provisions of the Ashley Wilson Act and any other applicable privacy laws.
- Participating Employers will provide census data to GMA's broker using a secure portal established by the broker.

Desired Coverage (See Attached Proposal for Estimated Annual Premiums):

Participating Employer is applying for and agreeing to purchase the First Responder PTSD Combined Lump Sum Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit unless the following option is checked.

First Responder Lump Sum PTSD Diagnosis Benefit Only* (*Alone, this coverage does NOT meet the requirements of the Ashley Wilson Act. Leave BLANK if you want the full coverage.*)

The coverage elected above automatically renews at each anniversary of the effective date, based on then current premiums established by the Program Administrator. Coverage may be terminated in accordance with the GIRMA Bylaws regarding termination of membership in a GIRMA Fund.

**On behalf of _____ [Name of Participating Employer], _____
County, Georgia, I submit this Application and Participation Agreement and agree to its terms.**

Signature: _____ Date: _____

Print Name: _____ Title: _____

Privacy Notice for Georgia First Responders PTSD Program

This Privacy Notice describes the individually identifiable information about First Responders that Program Administrators of the Georgia First Responders PTSD Program collect and how it is used and shared.

PROGRAM ADMINISTRATORS: Certain employees of Georgia Municipal Association (“GMA”) and Association County Commissioners of Georgia (“ACCG”) provide administrative services for the PTSD Program. The Southeastern Series of Lockton Companies, Inc. serves as broker for the MetLife insurance policy that is offered through the PTSD Program. GMA, ACCG, and Lockton are all Program Administrators of the PTSD Program.

PRIVACY OBLIGATIONS UNDER ASHLEY WILSON ACT: The Ashley Wilson Act contains privacy requirements for information that “could reasonably be used to identify individuals making claims or who have made claims or who have received benefits.” These privacy requirements were included because federal privacy law (HIPAA) does not apply to the Program. Program Administrators and MetLife treat this information as “sensitive mental health information” and only use and share the information to operate the Program, prepare aggregated reports, comply with the law, or as authorized by the First Responder.

Communications between First Responders (or their representatives) and Program Administrators or MetLife are confidential and privileged.

The Act ensures that First Responders can get the lump sum benefit in a confidential manner similar to receiving mental health benefits under a group health plan (subject to HIPAA) or under an employee assistance program, and limits interactions with the employer for disability benefits to those allowed for other mental health disability benefits.

- First Responders submit their claims for benefits directly to MetLife and do not need to inform the Employer.
- MetLife will not inform Program Administrators of claims or benefits without the First Responder’s express authorization.
- MetLife and Program Administrators will never tell Employers whether a First Responder has made a claim for or received a lump sum benefit (without express authorization).
- For the disability benefit, MetLife will only communicate with a human resources contact at the Employer about work requirements and work status, which will indicate that the First Responder has submitted a claim for disability benefits.
- Due to the nature of the Program, MetLife does not need to and will not provide any reports of benefits to the IRS or the Employer.
- If an Employer learns of a claim or benefits from the First Responder or otherwise,

the Employer is prohibited by law from taking any employment action solely as a result of a First Responder's diagnosis, claims, or benefits.

- Employers are required to treat any information they may learn about claims or benefits confidentially as they would treat mental health information associated with a group health plan or employee assistance program.
- Employers are required to designate an employee who is authorized to securely submit eligibility information about First Responders to the Program Administrators' eligibility portal. This information identifies which employees and volunteers meet the definition of First Responder and does not contain any information about claims or benefits.

PROTECTED INDIVIDUALLY IDENTIFIABLE INFORMATION MAINTAINED BY PROGRAM ADMINISTRATORS; USE AND SHARING

Eligibility Data: A designated representative of each Employer that offers the Program securely submits the following information to the eligibility portal twice a year: **first and last name, social security number, date of birth, type of First Responder (by statutory definition), and employed or volunteer status.** This information is used to ensure proper billing of premiums and is securely shared with MetLife to enable MetLife to validate identity and determine eligibility for benefits when First Responders submit claims. To comply with the Act's privacy requirements, MetLife will NOT check with the Employer to determine eligibility when a claim is made.

Information Provided by First Responder: If a First Responder contacts a Program Administrator with questions about the Program, the Program Administrator may collect individually identifiable information necessary to answer the questions or direct the First Responder to the right resource and otherwise communicate with the First Responder. This information may include name, phone number, email, employer, employment status, and other information shared by the First Responder. This information is used to answer the questions and may be shared with other Program Administrators or MetLife as appropriate for answering the question and for customer service purposes.

Information About First Responder Claims or Receipt of Benefits: Program Administrators do not have access to information about whether a First Responder has submitted a claim for benefits or has received benefits unless the First Responder shares that information with the Program Administrator(s). MetLife is prohibited from sharing individually identifiable information about claims and benefits with the Program Administrators without an express written authorization from the First Responder. However, Program Administrators may learn about claims or benefits from a First Responder or someone acting on behalf of the First Responder. Program Administrators may share this information with other Program Administrators and MetLife as they deem appropriate for the operation of the Program.

Reports that Do Not Include Direct Identifiers: Program Administrators may request reports from MetLife that show use of benefits for purposes of evaluating the Program. These reports will not contain names or other direct identifiers. However, the reports may contain information (such as type of First Responder and geographic location of employer) that could be used with other information to identify individuals. These reports will be used as the Program Administrators deem appropriate for the operation of the Program and may be shared among the Program Administrators and with MetLife. Reports that could reasonably be used to identify an individual shall not be shared except as required by law.

PROTECTION OF INDIVIDUALLY IDENTIFIABLE INFORMATION

The Program Administrators and MetLife have privacy and information security policies and procedures and safeguards designed to ensure that individually identifiable information is protected from unauthorized access, misuse, and destruction. These controls are designed to meet a variety of applicable laws. For more information about MetLife's privacy practices, refer to the MetLife Privacy Notice posted on GFRPTSDInsurance.com.

**A RESOLUTION TO ADD MEMBERSHIP IN A FUND OF GEORGIA INTERLOCAL RISK
MANAGEMENT AGENCY (GIRMA)**

WHEREAS, the Public Entity of _____, located in _____ County, Georgia ("Public Entity") is a current member of the Georgia Interlocal Risk Management Agency (hereafter GIRMA), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and

WHEREAS, the governing authority of Public Entity is currently a member of a GIRMA Fund and desires to add membership in an additional GIRMA Fund; and

WHEREAS, the governing authority of Public Entity has reviewed the Fund Election Form attached as Appendix A and **the Application and Participation Agreement applicable to the Fund** and finds that it is in the best interest of its residents for Public Entity to be a member of the Fund indicated on the Fund Election Form;

NOW THEREFORE BE IT RESOLVED by the governing authority of Public Entity:

1. The [Insert title of Chief Officer] of Public Entity is authorized to **act on behalf of Public Entity to elect membership in the Fund identified in the Election Form attached as Appendix A by executing the the Application and Participation Agreement for such GIRMA Fund.**
2. The [Insert title of Chief Officer] of Public Entity is designated as Public Entity's representative to GIRMA for purposes of Fund participation.
3. Public Entity may change its representative by making a written request to Georgia Municipal Association, Inc., the Program Administrator for GIRMA
4. This resolution shall be effective on the date of adoption.

Adopted this _____ day of 20 _____ [Name of Public Entity]_____

By: _____,
[Print Name of Person Authorized to Sign Resolutions, Title]

Attest: _____,
[Print Name of Person Authorized to Attest, Title]

APPENDIX A

**Georgia Interlocal Risk Management Agency ("GIRMA") Fund C Election Form
for Existing GIRMA Members**

As stated in Section 6.1 of the Intergovernmental Contract, a GIRMA member must participate in at least one Fund established by the GIRMA Board of Trustees. The Intergovernmental Contract and GIRMA Bylaws apply to all GIRMA members, regardless of the Fund or Funds in which they participate. Terms and conditions specific to a Fund are set forth in the Coverage Description for the Fund.

This election form is for use by current GIRMA Members who wish to join GIRMA Fund C and thereby offer PTSD Benefits to eligible First Responders.

Fund C Application Information: GIRMA established Fund C on September 4, 2024. Fund C will provide fully- insured lump sum benefits and disability benefits for first responders entitled to such benefits under the Ashley Wilson Act. A coverage description for Fund C has been filed with the Georgia Department of Insurance and will be made available to Fund C members after approval of membership in Fund C by Georgia Municipal Association, Inc., the Program Administrator for GIRMA, and the insurance carrier.

To join Fund C, the governing body of the GIRMA Member must adopt a Resolution to Add Membership in a GIRMA Fund and the individual authorized to serve as the Public Entity's primary contact for Fund participation must complete and sign the First Responder PTSD Application and Participation Agreement. Membership in Fund C is effective when the Application is approved by the Program Administrator and the carrier.



**GMA - GIRMA Georgia First Responder PTSD Program
Proposal for Coverage**

Effective Date: January 1, 2025

Anniversary Date: January 1

Member: City of Clarkston

Member Number: 0000049

Insurer: Metropolitan Life Insurance Company (MetLife)

There are two coverage components required by House Bill 451 (2024) effective January 1, 2025:

- 1) Lifetime Critical Illness Lump Sum PTSD Diagnosis Benefit
- 2) Lifetime Long-Term PTSD Disability Benefit (Income Replacement)

The GMA-GIRMA Critical Illness Lump Sum PTSD Diagnosis Benefit and Long-Term Disability (Income Replacement) coverage components are designed to comply with House Bill 451 when purchased together. However, a city is permitted to purchase only one component if you have existing coverage that complies with the new law.

Estimated annual premiums are based on the Eligible First Responder census data provided by the city. While the premiums below are estimated annual amounts, the city will be billed on a semiannual basis in an amount that reflects the city's updates to the census.

Component 1: Lump Sum PTSD Diagnosis Benefit –		
All First Responders		
Lifetime Benefit per first responder:	\$3,000	(Mandated Limit)
Lump Sum PTSD Diagnosis Benefit - Estimated Annual Premium for All First Responders:		\$736.00

Component 2: PTSD Disability Limit		
Employed First Responders		
Monthly benefit:	60% of pre-disability first responder earnings	
Maximum monthly benefit per first responder:	\$5,000	
Estimated Annual Premium for Employed First Responders:		\$1,632.00
Volunteer First Responders		
Monthly Benefit per first responder:	\$1,500	
Estimated Annual Premium for Volunteer First Responders:		\$0.00
PTSD Disability Limit – Estimated Annual Premium for All First Responders:		\$1,632.00

Estimated Annual Premium for Components 1 & 2: Lump Sum PTSD Diagnosis Benefit and PTSD Disability Benefit		\$2,368.00
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This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later. This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).



Optional Limits for Consideration:

The coverage limits reflected for Lump Sum PTSD (\$3,000) and PTSD Disability Benefit (60% of earnings for employees and \$1,500/month for volunteers) on Page 1 of the Proposal for Coverage reflect the mandated amounts required by HB 451. However, if your city would like to purchase additional limits above the mandated amounts, the pricing is outlined in the table below. You can select a higher limit for Lump Sum PTSD only, a higher limit for PTSD Disability only, or a higher limit for both coverages. To elect a higher limit, please check the box beside the chosen limit(s).

***If you do NOT want to elect a higher limit, you can disregard this form. If optional limits are not selected, coverage will default to the minimum required limits in HB 451.**

In order to bind coverage for this program (mandated OR optional limits), the executed Application and Participation Agreement as well as the enrollment documents are required.

Lump Sum PTSD Diagnosis Limit	Total Premium Cost at Higher Limit	Check to increase limit
\$5,000	\$2,528.00	
\$10,000	\$2,944.00	
\$15,000	\$3,360.00	

PTSD Disability Benefit (Class 2 Volunteers ONLY)	Total Premium Cost at Higher Limit	Check to increase limit
\$2,000	\$2,368.00	

This document must be signed and returned to Lockton at gfrptsd@lockton.com for the higher limits to be effective.

City Name: _____

Name of Authorized City Employee: _____

Title of Authorized City Employee: _____

Signature of Authorized City Employee: _____

Date: _____

This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later. This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).

Just FYI



Georgia First Responders' PTSD Program
 Offered through GMA and ACCG Insurance Programs
 Program FAQ

This document provides information on GMA and ACCG's Georgia First Responder PTSD Program (GFRPTSD). For additional questions, contact GFRPTSD@lockton.com and provide your contact information to schedule a follow-up call. If you prefer to speak with a Program representative, call Lindsey Albright at 706.877.6400 or Meghan Murray at 678.361.0886.

Information about the statutorily required benefits in O.C.G.A. § 45-25-1 et seq.(2024):

Q. What was the purpose of HB 451 (2024)?

A. The Ashley Wilson Act (the Act or HB 451) requires all public entities in Georgia to offer a supplemental benefit program for eligible first responders diagnosed with post-traumatic stress disorder (PTSD) resulting from exposure to line of duty traumatic events. It creates two once-per-lifetime financial safety nets to assist with uninsured costs associated with PTSD treatment and recovery. A first responder may access the benefits quickly and confidentially without worry over stigma or job loss. The Act does not impact employer health plans, which are required to provide coverage for PTSD and other mental health conditions.

Q. What is the effective date of the Act?

A. The effective date of the Act is January 1, 2025. That is the date on which public entities are required to offer the benefits. An eligible first responder diagnosed with PTSD arising from a qualifying traumatic event that occurred on or after July 1, 2024, may submit a claim on or after January 1, 2025, and must also submit proof that a diagnosis of PTSD was made on or after January 1, 2025.

Q. Doesn't workers' compensation pay for occupational PTSD?

A. In Georgia, a first responder may file a claim for occupational PTSD under workers' compensation provided the PTSD follows from or because of a physical injury in the line of duty. However, the workers' compensation system is not designed to address and treat mental injuries. The system does not meet the first responders' confidentiality needs since employers and supervisors are notified of PTSD claims and does not allow a first responder to choose their own mental health care providers.



GEORGIA FIRST RESPONDER PTSD PROGRAM



Q. Doesn't a first responder's health plan pay for treatment of PTSD?

A. By law, employer health benefit plans are required to cover mental health treatment. But employer health plans do not cover all costs associated with treatment and recovery such as deductibles, co-pays, and out-of-network treatment costs.

Q. How does the Act define PTSD?

A. The Act defines PTSD as an ***anxiety disorder caused by experiencing or being exposed to a traumatic event*** and which satisfies the clinical diagnostic criteria set forth in the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders in effect January 1, 2024.

Q. How does the Act define a First Responder who can be eligible for benefits?

A. The Act defines ***eligible first responder*** as a first responder who experienced or was exposed to a traumatic event during the normal course of performing regular occupational or volunteer duties on behalf of a public entity and such experience resulted in PTSD, if the first responder received a diagnosis of PTSD arising from such experience and exposure no later than two years after the traumatic event.

Q. How does the Act define a First Responder?

A. Under the Act, First Responder means any of the following:

- Communications Officer
- Emergency Medical Professional
- Firefighter
- Jail Officer
- Peace Officer (including law enforcement officer with the Department of Natural Resources)
- Correctional Officer
- Emergency Medical Technician
- Highway Emergency Response Operator
- Juvenile Correctional Officer
- Probation Officer

Q. What are the benefits required under the Act?

A. The Act requires ***two once-per-lifetime benefits***. The first is a \$3,000 lump-sum benefit paid following diagnosis of occupational PTSD by a qualified diagnostician. The second is a long-term disability benefit if the eligible first responder is no longer able to perform their duties as a first responder due to their PTSD diagnosis:

- The **disability benefit begins 90 days** following a first responder's inability to continue regular occupational or volunteer duties as a first responder due to the covered condition, despite receipt of appropriate treatment.



GEORGIA FIRST RESPONDER PTSD PROGRAM



- The disability benefit is paid **monthly for up to 36 months**.
- Paid first responders receive **60% of their monthly pay** to a maximum of \$5,000 per month.
- Volunteer first responders receive **\$1,500** per month.

Q. How is Covered Condition defined under the Act?

A. The Act provides benefits for eligible first responders with a **covered condition** of PTSD that is the direct result of an experience of or exposure to a traumatic event during the normal course of their regular occupational or volunteer duties on behalf of a public entity.

Q. How does the Act define a Traumatic Event?

A. The Act defines a **traumatic event** as an actual or threatened death, serious injury, or act of sexual violence that occurs after July 1, 2024, and which the first responder experienced or was exposed to during the normal course of the first responder's regular occupational or volunteer duties on behalf of the public entity. In cases involving multiple traumatic events occurring after July 1, 2024, the traumatic event is the most recent event determined by the qualified diagnostician to be related to the symptoms of PTSD.

Q. How does the Act define Qualified Diagnostician?

A. **Qualified diagnosticians** are psychiatrists, psychologists, and physicians who are duly authorized to practice in Georgia and are certified in a medical specialty appropriate for trauma related mental health diagnoses.

Q. How does the Act ensure that a first responder can get the benefits confidentially?

A. The Act requires that the first responder be able to obtain the lump sum benefit confidentially in a manner similar to using health insurance to pay for mental health treatment or using employee assistance program benefits and be able to obtain the long term disability benefit confidentially in a manner similar to obtaining other disability benefits for mental health conditions. The Act provides that all communications between the first responder and the administrator or insurer are confidential and privileged.

Q. If an employer learns of a first responder's claim, can the employer use that information for employment purposes?

A. No. The Act states: "In no event shall information solely about an individual's diagnosis, claims, or benefits be used for any employment action."



GEORGIA FIRST RESPONDER PTSD PROGRAM

ACCG  GEORGIA MUNICIPAL ASSOCIATION

- Q. How would a first responder obtain a PTSD diagnosis submitted in support of their claim?**
- A.** A first responder's primary care physician can recommend a qualified diagnostician. In addition, a first responder can call the customer service number on their major medical health plan ID card for help locating an in-network qualified diagnostician. In many cases, qualified diagnosticians offer virtual appointments that eliminate the need to travel.
- Q. Following a traumatic event, how much time does a first responder have to obtain a PTSD diagnosis from a qualified diagnostician?**
- A.** A first responder has up to **24 months following a traumatic event** to obtain a PTSD diagnosis from a qualified diagnostician and file a claim for the supplemental benefits.
- Q. Following end of service or retirement, how much time does a first responder have to obtain a PTSD diagnosis from a qualified diagnostician and file a claim?**
- A.** An eligible First Responder may file a claim for the supplemental benefits **up to 24 months following end of service** provided the traumatic event resulting in the PTSD occurred when the First Responder was in active service and a diagnosis is received within 24 months of the traumatic event.
- Q. The Act says the traumatic event date must be on or after July 1, 2024, but the Act is not effective until January 1, 2025. How does this work?**
- A.** These dates create a temporary transition period. The Act's purpose is to encourage first responders to promptly seek treatment for symptoms of PTSD. If a first responder is already receiving treatment for PTSD arising from a traumatic event that occurred between July 1, 2024 and January 1, 2025, the first responder will need to obtain a qualifying diagnosis of PTSD arising from that event on or after January 1, 2025 to be eligible for benefits. The waiting period for disability benefits cannot start before January 1, 2025.
- Q. How does the Act address cumulative trauma or the witnessing of traumatic events over time?**
- A.** In cases involving multiple traumatic events occurring on or after July 1, 2024, the traumatic event is the most recent traumatic event determined by the qualified diagnostician to be related to the symptoms of PTSD.
- Q. Are benefits provided under the Act taxable?**
- A.** As the benefits are provided by the employer on behalf of the first responder, the federal government considers the benefits a form of taxable income. The State of Georgia waived state taxation of the benefit.



GEORGIA FIRST RESPONDER PTSD PROGRAM



- Q. Is the PTSD lump-sum benefit reduced if a first responder is receiving benefits from sources outside of the program?**
- A.** No.
- Q. Is the PTSD disability benefit reduced if a first responder receives disability benefits from sources outside of the program?**
- A.** The PTSD disability benefit would be reduced if a first responder receives disability benefits from an employer funded group long-term disability plan or workers' compensation. The PTSD disability benefit would not be reduced if the first responder received disability benefits from insurance paid by the first responder.
- Q: If a first responder has received the once-per-lifetime lump sum and disability benefits, would they be eligible for a second set of benefits if they switched employers in the future?**
- A.** No. An eligible first responder is not entitled to more than the once-per-lifetime benefits.

Administration of the GMA and ACCG Programs

- Q. Does GMA and ACCG plan to offer insurance coverage compliant with the Act?**
- A.** GMA and ACCG have partnered with MetLife to design and implement a highly customized insurance program compliant with the Act.
- Q. Who pays the cost of coverage under the program?**
- A.** A public entity pays the cost of the program on behalf of its first responders. The Act defines **public entity** as a department, agency, board, bureau, commission, authority, or instrumentality of the State of Georgia, any local government or authority, including a county, municipality, or consolidated government in this state, or any other political division in this state. Such term includes a school district, independent school district, or other local school system in this state .
- Q. Is a public entity required to purchase the PTSD insurance from GMA or ACCG Programs?**
- A.** No. A public entity may purchase the PTSD insurance from other private insurance companies or self-insure the coverage upon approval from the Georgia Office of Commissioner of Insurance and Safety Fire.



GEORGIA FIRST RESPONDER PTSD PROGRAM



Q. If a public entity chooses to participate in the GMA or ACCG programs, how often will it be billed for cost of the coverage?

A. GMA, ACCG and MetLife are still finalizing the premium invoicing process. At this time, we expect that the GMA and ACCG programs will bill a participating public entity twice annually for 50% of the annual cost.

Q. If a public entity wants to participate in the GMA or ACCG programs, how does it obtain a quote?

A. To obtain a quote, the public entity would contact GFRPTSD@lockton.com and provide your contact information to schedule a follow-up call. To speak with a Program representative, please contact Lindsey Albright at 706.877.6400 or Meghan Murray at 678.361.0886.

Starting in August/September 2024, GMA and ACCG will contact its members directly with information on the program and how to obtain a quote and secure coverage compliant with the Act with a January 1, 2025 effective date.

Q. If a first responder is employed by two public entities, which public entity is required to pay the cost of the insurance?

A. The program will bill both public entities 50% of the required premium.

Q. If a first responder is employed by public entity A and volunteers at public entity B, which public entity is required to pay the cost of the insurance?

A. Public entity A, the place of employment, is required to pay the cost of the insurance.

Q. If a first responder volunteers at public entity A and B, which public entity is required to pay the cost of the insurance?

A. The program will bill both public entities 50% of the required premium.

Q. If a public entity hires a first responder in the middle of the billing cycle, is it required to pay back premium for the newly hired first responder?

A. No. While the first responder is eligible on the first day of service, the public entity would include the newly hired first responder in its upcoming eligibility roster.

Q. May a public entity increase the lifetime benefits above those required under the Act?

A. The GMA and ACCG Programs allow a public entity to increase PTSD coverage in two ways:

- Increasing the lump-sum benefit from \$3,000 to \$5,000, \$10,000 or \$15,000
- Increasing the monthly disability benefit for volunteers from \$1,500 to \$2,000



CITY OF CLARKSTON

ITEM NO: 6B

CITY COUNCIL WORK SESSION

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: November 26, 2024

SUBJECT: To discuss a declaration proposing an adjustment to the Benefits Plan effective date for new employees.

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 discuss a declaration proposing an adjustment to the Benefits Plan effective date for all City employees. The proposed change would shift the current policy—from benefits beginning on the first day of the month after thirty days of employment—to benefits starting on the first day of the month following an employee’s hire date. This adjustment aims to enhance employee satisfaction, align with best practices adopted by other municipalities, and implement the change at no additional cost to the City.

Need/Impact:

Under the existing policy, new employees face a gap in benefits coverage, which can create unnecessary stress and financial insecurity during the transition to their new roles. This proposed change ensures:

- **Immediate Access to Benefits:** Employees would have benefits coverage without unnecessary delays, demonstrating the City’s commitment to their well-being from day one.
- **Improved Retention and Satisfaction:** Timely benefits access is a significant factor in fostering a positive employee experience and encouraging long-term retention.
- **Alignment with Peer Municipalities:** Cities such as Decatur and Rome already implement similar policies. The City of Roswell, for example, aligns its benefits effective date with the first day of the month following the hire date, illustrating a dedication to employee-centric practices.

Recommendation:

The Office of Human Resources and Risk Management recommends that the Mayor and City Council consider this proposal for discussion at the upcoming workshop, with the goal of implementing this policy change effective January 1, 2025.

This adjustment reflects our commitment to creating a supportive and competitive workplace environment, ensuring new hires feel valued and supported from the outset.

Policy Update Details:

Employees hired or taking office in an eligible position after the employer’s effective date for group health/dental coverage will be eligible to enroll for coverage on the first day of the calendar month following or coinciding with their hire date. This eliminates the requirement to wait for 30 days of continuous, active service before benefits activation.

This change aligns with industry standards and reinforces the City’s focus on employee well-being and satisfaction.

**GMEBS LIFE & HEALTH PROGRAM
 EMPLOYER DECLARATION & APPLICATION
 EMPLOYEE HEALTH, DENTAL & VISION BENEFITS
 CLARKSTON**

NOTE TO EMPLOYER: THIS FORM DESIGNATES GMEBS HEALTH AND DENTAL BENEFITS THAT YOU REQUEST BE MADE AVAILABLE, THE POSITIONS THAT ARE ELIGIBLE FOR SUCH BENEFITS, AND THE EXTENT THE BENEFITS ARE AVAILABLE TO DEPENDENTS. TO BECOME EFFECTIVE, THIS DECLARATION MUST BE APPROVED BY YOUR GOVERNING AUTHORITY, AND BY THE GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR. UPON SUCH APPROVAL, THIS DECLARATION WILL REPLACE AND SUPERSEDE ANY PRIOR EMPLOYER DECLARATION ON FILE WITH THE GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR. IF YOU WISH TO OFFER HEALTH / DENTAL COVERAGE FOR RETIREES, YOU MUST APPROVE A SEPARATE RETIREE DECLARATION.

ELECTIONS MADE IN THIS DOCUMENT MAY OR MAY NOT RESULT IN PENALTIES IF YOU ARE AN APPLICABLE LARGE EMPLOYER (“ALE”) UNDER THE AFFORDABLE CARE ACT (“ACA”). IT IS YOUR RESPONSIBILITY TO CONSULT WITH YOUR ATTORNEY ABOUT WHETHER YOU ARE AN APPLICABLE LARGE EMPLOYER AND THE CONSEQUENCES OF YOUR ELECTIONS. REGARDLESS OF YOUR SIZE, BY EXECUTING THIS DECLARATION, YOU CERTIFY THAT YOU WILL NOT IMPOSE ELIGIBILITY CONDITIONS THAT ARE NOT SET FORTH IN THIS DOCUMENT, OR IMPOSE A LONGER WAITING PERIOD THAN IS SET FORTH IN THIS DOCUMENT. EFFECTIVE JANUARY 1, 2015, IF YOU ARE AN APPLICABLE LARGE EMPLOYER, YOU MAY INCUR ACA PENALTIES IF: 1) YOU DO NOT IDENTIFY ALL “FULL TIME EMPLOYEES” AS DEFINED BY THE ACA AND OFFER THEM HEALTH COVERAGE; 2) YOU DO NOT OFFER HEALTH COVERAGE TO DEPENDENT CHILDREN; OR 3) YOU DO NOT SUBSIDIZE HEALTH COVERAGE ENOUGH TO MAKE THE COST OF EMPLOYEE-ONLY HEALTH COVERAGE AFFORDABLE (AS DEFINED BY THE ACA).

SECTION 1. ELIGIBLE POSITIONS; TYPE OF BENEFITS REQUESTED

1A. Regular Employees– The Employer requests the following benefits for all Regular Employees (as defined below).

Regular Employees: A Regular Employee who resides in the United States, and is employed in a salaried or hourly rated position that requires 30 Hours of Service per week or more and is expected to last at least 48 weeks. An Hour of Service is an hour for which an employee is paid, or is entitled to payment, for the performance of duties for the employer, and each hour for which an employee is paid, or entitled to payment, due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

Health Dental Vision

1B. Elected or Appointed Members of the Governing Authority – The Employer requests the following benefits for all active elected or appointed members of the Employer’s Governing Authority. This would include the Chief Legal Officer, Associate Legal Officer and Municipal Judges unless identified as being excluded by Employer below.

Health Dental Vision

Exclude from Benefits: (EMPLOYER FILL IN BOX WITH "X")

Chief Legal Officer Associate Legal Officer Municipal Judges

1C. [For ALE’s only - Participating Employers that are ALE’s may determine that certain workers who do not meet the definition of a Regular Employee above are “ACA Full-Time Employees.” For example, an Employer might determine that a newly hired employee in a nine-month position that requires 30 Hours of Service per week is an ACA Full-Time Employee. For coverage in calendar years 2015 and later, Participating Employers that are ALE’s may offer the coverage elected in 1A to anyone it determines to be an ACA Full-Time Employee.]

SECTION 2. EMPLOYEE ELIGIBILITY WAITING PERIOD

Individuals who are hired or take office into an Eligible position after the Employer’s effective date of group health/dental coverage are eligible to enroll for such coverage on the first day of the calendar month following or coinciding with the date that they complete the following number of days of continuous, active service in an Eligible position.

0 30 45 60

Those rehired into an Eligible position are not subject to a waiting period unless rehired after 13 consecutive weeks without an Hour of Service.

[For ALE’s only - The waiting period elected above applies for any newly hired workers the Employer identifies as being “ACA Full-Time Employees” pursuant to Section 1.C. If the Employer determines a worker to be an ACA Full-Time Employee based on Hours of Service during an initial measurement period, the waiting period: 1) starts at the end of the initial measurement period, and 2) must be shortened as needed for coverage to be effective no later than 13 months from the date of hire (or the first day of the following month if the worker did not start on the first day of the month.)]

Note: The Employer’s waiting period must be the same for all GMEBS Life & Health Program coverages offered by the Employer (i.e., health, dental, life, short term disability, etc.) There will be no exceptions to waiting period unless Employer submits documentation waiving the stated waiting period.

SECTION 3. EMPLOYER HEALTH PLAN ELECTION

If the “Health” box for any Employee position in Section 1A or 1B above is checked, the boxes checked below indicate the Health Plan option(s) and deductibles requested and coverage for dependents:

	Plan Name/Deductible	Employee	Employee + Spouse	Employee + Child	Family
x	HMO (80%)-Open Acc	x			x
x	PPO 90/70 500	x			x
x	PPO(80/60) - 500	x			x

SECTION 4. EMPLOYER DENTAL PLAN ELECTION If the “Dental” box for any Employee position in Section 1A or 1B above is checked, the box checked below indicates whether coverage is requested for eligible dependents.

Employee Only Employee + Dependents (spouse and children)

SECTION 5. EMPLOYER VISION PLAN ELECTION

If the “Vision” box for any Employee position in Section 1A or 1B above is checked, the boxes checked below indicates whether coverage is requested for eligible dependents:

	Employee	Employee + Spouse	Employee + Child	Family
x	x	x	x	x

SECTION 6. EMPLOYER REPRESENTATIVE – Please list by title or position the person designated by the Employer to represent the Employer in all communications with GMEBS and the Program Administrator concerning the GMEBS Life & Health Program: HR Director

The Employer may identify in writing to the Program Administrator an additional agent or authorized representative (such as an insurance broker) as being authorized to receive communications, including enrollment information for billing purposes.

SECTION 7. EMPLOYER ADOPTION - The Employer acknowledges that this Employer Declaration and Application will not become effective unless and until it is approved by the GMEBS Life & Health Program Administrator, and that upon such approval this Employer Declaration and Application will replace and supersede any prior Employer Declaration and Application concerning health and dental coverage for employees that is on file with the GMEBS Life & Health Program Administrator. The Employer further acknowledges that GMEBS’ approval of this Employer Declaration and Application is contingent upon the Employer having adopted the GMEBS Life and Health Program Participation Agreement, as amended. If the Employer has elected Vision Coverage, the Employer also agrees to the following Vision Participation Agreement required by Anthem, the insurer of the Vision Coverage:

VISION PARTICIPATION AGREEMENT

- By electing Vision Coverage, Employer is electing to participate in the Master Policy for Anthem Vision Coverage held by GMEBS (the Policyholder.)
- The eligibility and waiting period provisions elected above are incorporated by reference in this Vision Participation Agreement.
- Employer shall fulfill the obligations of the "group" or the "employer" set forth in the Vision Coverage Certificate.
- The Employer affirms that it will not offer any other vision coverage while offering Vision Coverage through GMEBS.
- If the Employer engages in fraudulent conduct or misrepresentations when requesting or offering Vision Coverage, Anthem has the right to rescind, cancel or terminate the Employer's participation in the Anthem Vision Coverage effective on the date of the fraudulent conduct or misrepresentation, regardless of the date of Anthem's discovery of such conduct. The Employer shall be liable to Anthem for any and all payments made or losses or damages sustained by Anthem arising as a result of such conduct.
- In the event the Employer has failed to provide to Anthem's satisfaction, any information requested by Anthem, Anthem may terminate the Employer's participation in Vision Coverage upon thirty (30) days written notice.
- If the Employer fails to timely notify the Life & Health Program Administrator of an employee or dependent's loss of eligibility, and Anthem is unable to recover claim amounts paid to an ineligible individual, the Employer shall be liable to reimburse Anthem for all unrecovered claim amounts paid.
- Employer agrees not to impede any individual enrolled in Employer's Vision Coverage from performing his or her obligations under the Certificate of Coverage, and agrees to assist such individuals in performing their obligations.

Approved by the Mayor and Council/Commission of the City of CLARKSTON , Georgia this _____ day of _____, 20_____.

Attest:

CITY OF _____, GEORGIA

Signature of City Clerk

Signature of Mayor

Print Name of City Clerk
(SEAL)

Print Name of Mayor

Please do not write below this line (for GMEBS USE ONLY)

The terms of the foregoing Employer Declaration and Application are approved by the GMEBS Life & Health Program Administrator this ____ day of _____, 20_____.
Subject to the applicable terms of the GMEBS Life and Health Program Participation Agreement and the Plan(s), the effective date of the coverages (or any change in coverage) as reflected in this Employer Declaration and Application will be the date shown under "Declaration Effective Date" on the first page of this form.

GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR
By: _____



CITY OF CLARKSTON

ITEM NO: 6C

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Review/Discussion

MEETING DATE: November 26, 2024

SUBJECT: To discuss a resolution approving an agreement between the City of Clarkston and A&S Paving, Inc. for Drainage Improvement Project #1 at 3731 & 3737 Market Crescent Drive and 860 Market Way in the amount of \$177,430 to be funded by the Storm Water Enterprise Fund.

DEPARTMENT: PUBLIC WORKS

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Marcus Seaton,
Interim Public Works Director
PHONE NUMBER: 678-431-1538

PURPOSE: To repair a sinkhole at Mr. Glenn Ford’s residence located at 860 Market Way that partially collapsed his driveway apron and the sidewalk on Market Way. It is believed this issue was associated with the city storm water system specifically a deteriorated storm line and a blind junction box within the storm line system. The second phase of this project is to repair a couple of sink holes in the backyards of 3731/3737 Market Crescent Drive.

The ITB – DRAINAGE IMPROVEMENTS – 102224 for this project began advertising September 19, 2024. A (mandatory) in-person pre-proposal meeting, to include site visits, held October 1, 2024, promptly at 10:00 am at City Hall with 13 vendors present. Proposals will be received, via BidNet Direct, no later than Tuesday, October 22, 2024, at 9:30 am then and opened at 9:45 am with Larry Kaiser and Marcus Seaton present.

See supporting documents.

NEED/ IMPACT: Repairing these two locations would be impactful for the safety of both properties and allow Mr. Ford to repave his driveway in order to utilize his garage and the sidewalk, so residents are not forced to walk into the street to go around the blocked driveway.

RECOMMENDATION: Staff recommend A&S Paving, Inc for approval as the most responsive and responsible Offeror. The award amount of \$132,320.00 for this project should be paid from the Stormwater Fund.



ADVERTISEMENT for CONSTRUCTION SERVICE

ITB – DRAINAGE IMPROVEMENTS - 102224

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

A (mandatory) in-person pre-proposal meeting, to include site visits, held October 1, 2024, promptly at 10:00 am at City Hall | 3921 Church St | Clarkston, GA | 30021.

Proposals will be received no later than Tuesday, October 22, 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

(Mandatory) Pre-Proposal Meeting	Oct. 1, 2024	10:00 am (EST)
Question, Answer and Clarification Deadline (Submit using BidNet Question & Answers portal - ONLY)	Oct. 15, 2024	12:00 pm (EST)
All/Any Addendum(s) published to City’s website no later than	Oct. 18, 2024	4:00 pm (EST)
BidNet Direct Received Proposals Opened	Oct. 22, 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 accepting sealed proposals from qualified experienced companies interested in providing construction services to remove and replace existing storm drainage. The purpose of this ITB is to identify and select one (1) vendor or several to provide these construction services for the three (3) storm drainage projects within the City.

There will be a (**mandatory**) in-person pre-proposal meeting, to include site visits, held beginning at 10:00 am at City Hall | 3921 Church St | Clarkston, GA | 30021.

SCOPE of WORK

The work will require the Offeror to provide all labor, administrative forces, equipment, materials, and other incidental items to complete all required work. All work shall be completed within 60 days of the Notice to Proceed (NTP) being issued except for 860 Market Street which shall be completed within 30 days of the Notice to Proceed being issued.

The City shall perform a final inspection, with the Contractor(s), upon substantial completion of the work.

The identified project locations are:

- A. Project #1
 - 1. 3731/3737 Market Crescent Drive | Clarkston, GA | 30021
 - 2. 860 Market Way | Clarkston, GA | 30021
- B. Project #2
 - 1. 1175 Smith Street to curve of Lincoln Street | Clarkston, GA | 30021
- C. Project #3
 - 1. 928 Mell Avenue | Clarkston, GA | 30021

SPECIFICATIONS & REQUIREMENTS

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(s) and shall comply with all OSHA and EPA regulations as they pertain to this project.

Project #1 – Market Crescent Drive & Market Way

- A. Grading complete shall include the following tasks:

1. All demolition within the project limits including removal of existing storm lines, sidewalk, driveway concrete debris, drop inlets and associated brick risers, headwall at Market Street
 2. Removal of existing wood fence and two (2) gates at the locations identified on the survey.
 3. Removal of headwall at the Market Street 18-inch storm line outfall and join new 18in ALCMP with a coupler/hugger band.
 4. Grading to the rear of 3731 Crescent Drive shall include the removal of the existing five (5) tree stumps. Grading shall ensure positive drainage flow to the inlet structure located on the survey.
 5. The approximate width of excavation is 10ft on each storm line.
 6. Approximate volume of excavation for the following storm lines is as follows:
 - a. 3731/3737 Market Street – 400CY
 - b. 860 Market Way - 350CY
- B. Fence installation to include the following
1. Existing wood fencing shall be replaced as follows: Rear yard fencing at 3731 Market Crescent Drive and fencing between 3731 and 3737 property line to be new wooden six (6) foot high six (6) inches wide vertical board privacy fence with 4 x 4 wooden posts.
 2. All wood shall be pressure treated. Posts shall be embedded a minimum of 12 inches and encased with concrete. The top of embedment shall be clear of concrete spillover.
 3. Fencing to be stained at the discretion of the owners.
- C. Drop Inlet
1. Brick or Precast concrete riser.
 2. Three (3) total with depths of 3ft, 4ft and 5ft respectively
 3. Refer to slab dimensions of each drop inlet as shown on Exhibits A and A-1.
- D. Storm Line Installation
1. Refer to Georgia DOT Standard 1030-D, Tables 1 and 1R for the minimum acceptable combinations of gages, diameters, and corrugation configurations for corrugated aluminum alloy pipe and pipe arches, and for corrugated aluminum coated steel pipe and pipe arches.
 2. Placement of 4 inches GAB bedding for storm lines and GAB backfill storm line haunches.
 3. Soil backfill from top of ALCMP (aluminized CMP) to surface shall be compacted to a minimum of 90% of the standard proctor
- E. Driveway Concrete
1. Class A concrete
 2. Welded Wire Fabric (WWF) and Graded Aggregate Base GAB) will be supplied by the property owner. Both materials will be located at the project site.
 3. Longitudinal construction joint to be placed down the center of the driveway and transverse construction joints spaced at no greater than 5ft.
- F. Grass Replacement
1. Bermuda sod placement
- G. Catch Basin Replacement
1. 5ft depth brick or precast concrete riser
- H. Project Completion

1. The drainage project located at 860 Market Street shall be completed no later than thirty (30) days after issuance of an NTP.

Project #2 – 1175 Smith Street to curve of Lincoln Street

- A. Grading complete shall include the following:
 1. Removal and disposal of all trees less than 12” DBH, including brush/vegetation within 10ft off the fence line within the project limits – see Exhibits B and B-1
 2. Grading complete also includes removal and disposal of the existing drop inlet and brick riser.
 3. Grassing and straw disturbed areas
- B. Catch Basin Replacement
 1. 5ft depth brick or precast concrete rise.
- C. Fence installation shall include the following:
 1. 12-gauge zinc coated
 2. Two (2) 5ft end posts
- D. Existing granite curb to be reset as follows:
 1. 6 inches to 7 inch curb reveal
 2. Class B concrete to be placed where granite curb sections abut and at the base of each section of granite at the center point. Do not place class B concrete along the base of the entire length of granite curb.

Project #3 - Mell Avenue

- A. Grading complete shall include the following:
 1. All grading and soil disposal associated with reset including any saw cutting pavement edge and asphalt placement between the edge of existing pavement and the face of the reset curb.
- B. Existing granite curb to be reset as follows:
 1. 6 inches to 7 inch curb reveal
 2. Class B concrete to be placed where granite curb sections abut and at the base of each section of granite at the center point. Do not place class B concrete along the base of the entire length of granite curb.
- C. Asphalt Hump at Driveway
 1. Increase height of existing asphalt hump by 2in and width by 12in.
 2. Approximately one (1) ton of hot mix asphalt – 9.5 mm Type II
- D. Catch Basin Replacement
 1. 5ft depth brick or precast concrete riser.
 2. Single Wing

REQUIRED SITE WORK

The Contractor shall perform daily clean-up of all trash and related misc. debris that is not associated with the physical performance of the work tasks.

CONTRACTOR REQUIREMENTS

The Contractor shall:

- A. Submit a schedule of work tasks completed to-date and upcoming tasks on a bi-weekly basis.
- B. Collaborate with the property owners throughout the duration of the project. The City shall approve a letter prior to issuance to property owners and will provide contact information to be issued for ten (10) property owners indicating a start date and name/contact information of contractor.
- C. Be responsible for all utility coordination including avoidance of conflicts with this work. No claims will be considered for extra compensation for delays or costs.
- D. Install "Construction Ahead" signage required per MUTCD shall be placed on Market Street, Market Crescent, Market Way, Mell Ave, and Smith Street. Traffic Control plan shall be submitted to the Project Engineer before work commences
- E. 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.

ATTACHMENT(s)

Drainage Improvements Locations

ADDITIONAL INFORMATION

- A. Offerors are requested to submit a bid for each project.
- B. Inlet and outlet elevations for all storm lines and associated drainage structures shall remain as existing.
- C. Orange safety fence shall be used in each work zone.
- D. Submittals required for all aluminized CMP and drainage structures.
- E. Workdays shall be only allowed on weekdays between 8:00 a.m. and 5:00 p.m. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis.
- F. The Contractor will mobilize with sufficient forces such that all construction identified as part of this quote from issuance of Notice to Proceed.
- G. AIA Document A310 Bid Bond (5%).
 - a. The City does not provide this form, the bidder must include in bid package.
 - b. Surety must have a current A.M. Best rating of "A" (Excellent).
- H. 100% Performance & Payment Bond, required from awardee(s), unless otherwise.
- I. Contractors are not required to be Georgia Department of Transportation pre-qualified.
- J. All materials and installation shall be in accordance with the Georgia Department of Transportation Standard Specifications, unless otherwise noted.

COST PROPOSAL

Bidding Company: _____

Company Rep: _____

Project Name: _____

<u>ITEM DESCRIPTION</u>	<u>LUMP SUM</u>
Drainage Improvements – Project #1	
Drainage Improvements – Project #2	
Drainage Improvements – Project #3	
GRAND TOTAL	

SIGNATURE: _____ DATE: _____

COST PROPOSAL

Bidding Company:

Company Rep:

Project Name: Drainage Improvements – Project #1

ITEM NO.	DESCRIPTION	U/M	QTY	UNIT COST	EXTENDED COST
150-1000	TRAFFIC CONTROL	LS	LUMP		
210-0100	GRADING COMPLETE <i>(reference Letter A)</i>	LS	LUMP		
310-1101	GR AGGR BASE CRS, INCL MATL	TN	11		
441-0014	DRIVEWAY CONCRETE, 4 IN. TK <i>(reference Letter E)</i>	SY	50		
441-0016	DRIVEWAY CONCRETE (APRON), 6 IN. TK	SY	9		
441-0014	CONC SIDEWALK, 4 IN	SY	22		
550-1440	CORRUGATED ALUMINIZED COATED METAL PIPE (ALCMP), TP 2, 18 IN, H 1-10 FT. DEPTH <i>(reference Letter D)</i>	LF	132		
550-1445	CORRUGATED ALUMINIZED COATED METAL PIPE (ALCMP), TP 2, 24 IN, H 1-10 FT. DEPTH <i>(reference Letter D)</i>	LF	75		
550-1450	CORRUGATED ALUMINIZED COATED METAL PIPE (ALCMP), TP 2, 48 IN, H 1-10 FT. DEPTH <i>(reference Letter D)</i>	LF	94		
643-8200	BARRIER FENCE (ORANGE); 4 FT.	LF	310		
643-8300	WOODEN FENCE, 6 FT HEIGHT WITH 2 GATES <i>(reference Letter B)</i>	LF	160		
668-1100	SINGLE WING CATCH BASIN, GP 1 <i>(reference Letter G)</i>	EA	1		
668-2100	DROP INLET, GP 1; 9031D <i>(reference Letter C)</i>	EA	3		

668-4300	STORM SEWER MANHOLE (BLIND), TP 1	EA	1		
668-1110	STORM SEWER MANHOLE (BLIND), TP 1, ADDL. DEPTH, CL 2	LF	8		
				<i>Section Total</i>	
PERMANENT EROSION CONTROL					
ITEM NO.	DESCRIPTION	U/M	QTY	UNIT COST	EXTENDED COST
700-7000	AGRICULTURAL LIME	TN	1		
700-8000	FERTILIZER MIXED GRADE	TN	1		
700-8100	FERTILIZER NITROGEN CONTENT	LB	25		
700-9300	SOD (Bermuda)	SY	450		
				<i>Section Total</i>	
TEMPORARY EROSION CONTROL					
ITEM NO.	DESCRIPTION	U/M	QTY	UNIT COST	EXTENDED COST
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	250		
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	250		
				<i>Section Total</i>	
				<i>Contingency Cost</i>	
					\$10,000.00
				Grand Total	
				(Section Totals + Contingency)	

COST PROPOSAL

Bidding Company:

Company Rep:

Project Name: Drainage Improvements – Project #2

ITEM NO.	DESCRIPTION	U/M	QTY	UNIT COST	EXTENDED COST
150-1000	TRAFFIC CONTROL	LS	LUMP		
210-0100	GRADING COMPLETE <i>(reference Letter A)</i>	LS	LUMP		
500-9999	CLASS B CONCRETE BASE	CY	5		
610-0001	REMOVAL OF TREE OVER 12" DBH	EA	4		
611-5280	RESET GRANITE CURB <i>(reference Letter D)</i>	LF	102		
643-1132	CH LK FENCE, ZC COAT, 4 FT <i>(reference Letter C)</i>	LF	50		
668-1100	SINGLE WING CATCH BASIN <i>(reference Letter B)</i>	EA	1		
				<i>Section Total</i>	
				<i>Contingency Cost</i>	\$2,000.00
				Grand Total (Section Totals + Contingency)	

COST PROPOSAL

Bidding Company:

Company Rep:

Project Name: Drainage Improvements – Project #3

ITEM NO.	DESCRIPTION	U/M	QTY	UNIT COST	EXTENDED COST
150-1000	TRAFFIC CONTROL	LS	LUMP		
210-0100	GRADING COMPLETE <i>(reference Letter A)</i>	LS	LUMP		
500-9999	CLASS B CONCRETE BASE	CY	5		
611-5280	RESET GRANITE CURB <i>(reference Letter B)</i>	LF	130		
668-1100	SINGLE WING CATCH BASIN, GP 1 <i>(reference Letter D)</i>	EA	1		
NA	ASPHALT HUMP AT DRIVEWAY <i>(reference Letter C)</i>	EA	1		
			<i>Section Total</i>		
			<i>Contingency Cost</i>		\$1,000.00
			Grand Total (Section Totals + Contingency)		



City of Clarkston

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



Bid Open Final Tabulation

Solicitation:	ITB - DRAINAGE IMPROVEMENTS – 102224 (Project #1)
Open Date:	October 22, 2024
Open Time:	9:45 am (EST)
Open Site:	City Hall Annex – BidNet Direct
Facilitator:	Willis Moody, Purchasing Consultant

	Company Name	Bid Amount (\$)	Identified Minority Class	Located within city limits	Previously worked w/CP
1	A&S Paving, Inc	\$132,320.00	Y (FBE)	N	Y
2	Civil Works	\$151,051.00	Y (AABE)	N	N
3	Construction 57	\$173,605.75	Y (AABE)	Y	Y
4	R&B Developer	\$183,205.00	N	N	N
5	Blount Construction	\$208,757.77	N	N	Y

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

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

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

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



CITY OF CLARKSTON

ITEM NO: 6D

CITY COUNCIL WORK SESSION/ COUNCIL MEETING

MEETING TYPE: Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Discussion

MEETING DATE: November 26, 2024

SUBJECT: To discuss submitting the FY 2025 Local Maintenance Improvement Grant (LMIG) application in the amount of 112,384.11 to the Georgia Department of Transportation; including the minimum of 30% local match to be funded by SPLOST II.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: [] YES [x] NO

ATTACHMENT: [x] YES [] NO
PAGES: 10

PRESENTER CONTACT INFO: Larry Kaiser, P.E.
PHONE NUMBER: 404-909-5619

PURPOSE: To discuss and approve the project list for the FY 25 LMIG Application and authorize the Mayor to sign the application

NEED/ IMPACT: On September 3, 2024, City Council and Mayor selected twenty (20) streets from the SPLOST II 2024 Resurfacing Project List. The bid package for these streets are anticipated to be advertised to-bid the week of November 18.

The remaining streets on the 2024 SPLOST II Project list; Rogers Street, Casa Drive (section 2) and Smith Street, are included in the attached LMIG 25 submittal. The estimated cost for milling, resurfacing, traffic control and related tasks for the three projects is \$200,695.

If should be noted that the submitted bid must be no less than \$146,099.34 to ensure the city satisfies its 30% match requirement.

With the current LMIG project list, the City will need to obligate funding for project costs that exceed the GDOT LMIG funding of \$112,384.11; i.e. the difference between the bid amount and the \$112,384.11.

Staff has included a list of all streets yet to be resurfaced in the city, including associated estimated costs, in the event City Council and Mayor choose to substitute other streets for the FY 25 LMIG application.

The required LMIG 25 application must be submitted by February 1, 2025. Staff will modify the documents based on council and mayor decision on project selections.

RECOMMENDATION: Staff recommends approval of the attached LMIG 25 Project List

Attachments: LMIG cover letter, project location maps, project list and city affidavit
Table of City Streets Remaining to be Resurfaced

December 3, 2024

Bill Wright
Local Grants Administrator
Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street NW, 17th Floor
Atlanta, Georgia 30308

RE: City of Clarkston – LMIG FY 25 Funding

Dear Mr. Wright:

On behalf of City Council, please find the attached FY 25 LMIG application.

Attached is a list of 3 resurfacing projects, with an estimated cost of \$200,000 to be funded with the FY 25 LMIG funding. The City will provide the 30% local match.

To support this FY 26 request, the city has also attached the following required documentation:

- A status update of the prior 6 years of LMIG funding
- FY 23/24 Rollover LMIG Statement of Final Expenditures. Statement of Final Expenditures will be included in the FY 26 LMIG submittal
- Contractor pay application that documents the LMIG FY 23/24 project costs and the city 30% match
- Contractor pay application that documents the FY24 Local Road Assistance (LRA) project costs

We appreciate the states support of infrastructure improvements in the City of Clarkston.

Sincerely,

Tammi Saddler Jones
Interim City Manager

Attachment (s)

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2025
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, _____ (Name), the _____ (Title), on behalf of _____ (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), Immigration Sanctuary Policies; prohibition; penalties (O.C.G.A. § 36-80-23), and the Local Government Budgets and Audits Act (O.C.G.A. § 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government’s Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment Act (TIA) (O.C.G.A. § 48-8-240).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application (“Loss”). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a project shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department’s Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

(Signature)

(Print)
Mayor / Commission Chairperson

(Date)

E-Verify Number
Sworn to and subscribed before me,
This ____ day of _____, 20____.
In the presence of:

NOTARY PUBLIC

My Commission Expires:

LOCAL GOVERNMENT SEAL (required):

NOTARY PUBLIC SEAL (required):

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 et seq. regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 et seq. for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)**

APPLICATION FOR FISCAL YEAR 25

TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.

LOCAL GOVERNMENT INFORMATION

Date of Application: 12/3/2024

Name of local government: City of Clarkston

Address: 1055 Rowland Street

Contact Person and Title: Tammi Saddler Jones; Interim City Manager

Contact Person's Phone Number: (404) 296- 6489

Contact Person's Fax Number: NA

Contact Person's Email: tjones@cityofclarkston.com

Is the Priority List attached? LMIG FY 25 Funding Request - REFER TO ATTACHED LETTER

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, _____ (Name), the _____ (Title), on behalf of _____ (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

2025 LMIG PROJECT REPORT

COUNTY / CITY City of Clarkston

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

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



Casa Woods Ln

Casa Dr

CASA DRIVE
FM: North end of Bridge
TO: Dead End





Smith St

Hill St

SMITH STREET
FM: North Indian Creek
TO: Jolly Street

400 ft





Rowland St

Norman Rd

ROGERS STREET
FM: Market Street
TO: Cul-de-Sac



700 ft



12/3/2024

CLARKSTON

LMIG PROJECT HISTORY

FY18-25

LMIG FY	PROJECT NAME	PROJECT LIMITS/DESCRIPTION	STATUS
18/19/20	Rowland Street Road Diet	<ul style="list-style-type: none"> • Market St to North Indian Creek; Rogers St from Market to NIC • Resurfacing, drainage, stormwater enhancements, new granite curb, signage and striping 	<ul style="list-style-type: none"> • Completed August 2022 • Exceeded 30% local match
21	Resurfacing 2 City Streets	<ul style="list-style-type: none"> • Vaughan St, Clarkston Industrial Blvd and Carroll Park Drive • Milling and Resurfacing 	<ul style="list-style-type: none"> • Completed August 2022 • Exceeded 30% local match
22	Church St and Lovejoy St. Sidewalks	<ul style="list-style-type: none"> • New sidewalk at Mell Ave pocket park to Lovejoy and Lovejoy from Church St. to PATH Trail • Reconstruct existing driveways, ADA ramps, 5 ft. sidewalks, pervious sidewalks at trees, retaining wall, one bench 	<ul style="list-style-type: none"> • Advertised to-bid October 2022 • City council selection of low bidder on February 7, 2023 • Low bid exceeded local match • NTP to be issued 3/1/2023
23/24	Church St sidewalk; Brockett Rd ADA ramps; Trimble/Clark/Smith St resurfacing	Council approved SPLOST II Resurfacing List Sept 4, 2024	<ul style="list-style-type: none"> • FY 23 funds rolled over into FY 24 for 2 years of LMIG funding • Resurfacing Projects advertised to-bid November 2024 • Bid Opening December 2024
25	Casa Dr/ Rogers St/ Smith St	Council agenda for December 3, 2024 for review	<ul style="list-style-type: none"> • October 2025 advertise to-bid

CLARKSTON

REMAINING STREETS TO BE RESURFACED

(streets not resurfaced since 2012)

I. 2025 LMIG SUBMITTAL

- (a) Streets on 2024 Resurfacing Project list approved by council Sept 2024 and not included in the 2024 Resurfacing Bid Package
- (b) Estimated cost of \$200,000 exceeds the required GDOT match of \$146,000
- (c) Unless council approves additional SPLOST II monies to fund this overage, projects will need to be removed from LMIG submittal

II. REMAINING CITY STREETS TO BE RESURFACED

STREET	FROM	TO	EST. COST	COMMENTS
Mell Place	Mell Ave	Dead End	\$28,000	Pavement in Poor Condition
Woodland Ave	Church Street	North Decatur	\$60,000	Development projects recently permitted – recommend resurfacing in the future
Glendale Rd	RR Tracks	County Line	\$105,000	Pavement in Good Condition
Montreal Creek Court	Montreal Road	Cul-de-sac	\$28,000	Pavement in Good Condition
Montreal Rd	North Indian Creek	City of Tucker	\$450,000	Pavement in Good Condition
North Indian Creek	Montreal Road	County	\$1,200,000	Pavement in Good Condition
Mauck Street	Church Street	Dead End	\$36,000	Recommend delay in resurfacing – potential develop. projects
Jamieson Place	North Indian Creek	Market Street	\$35,000	Requires county \$ participation
College Ave	Market St	Rogers Street	\$55,000	Hold until speed calming decision
Bacon Street	Jolly Ave	Pecan Street	\$24,000	Hold for future storm water project
Popular Street	Market Street	Parking Lot	\$55,000	Pavement in fair condition
East Avenue	Market Street	Parking Lot	\$60,000	Pavement in fair condition
Market Crescent	Market Street	Cul-de-Sac	\$75,000	Pavement Fair Condition
Market Way	Market Crescent	Cul-de-Sac	\$20,000	Pavement Fair Condition
Market Walk	Market Street	Cul-de-Sac	\$55,000	Pavement in Fair Condition
Market Place Court	Market Walk	Cul-de-Sac	\$15,000	Pavement in Fair Condition
Ridgeland Trail	MacLaren Dr	Cul-de-Sac	\$45,000	Pavement in fair to poor Condition
Park Place Blvd (public section)	Church St	Private Road	\$35,000	Pavement in Fair Condition
Vaughan Street	Montreal Rd	Hill Street	\$102,000	Pavement in Fair Condition
Mell Place	Mell Ave	Dead End	\$25,000	Pavement in Fair Condition
Casa Court	Casa Drive	Cul-de-Sac	\$36,000	Pavement in Fair Condition



CITY OF CLARKSTON

ITEM NO: 6E

CITY COUNCIL WORK SESSION/ COUNCIL MEETING

MEETING TYPE: Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Discussion

MEETING DATE: November 26, 2024

SUBJECT: Review and Approve Grant Agreement – FY 2023 Safe Streets for All Grant Program (SS4A)

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
PAGES: 17

PRESENTER CONTACT INFO: Larry Kaiser, P.E.
PHONE NUMBER: 404-909-5619

PURPOSE: To discuss and approve the U.S. Department of Transportation "Safe Streets for All (SS4A) Grant Agreement" that reflects the selection of the City of Clarkston, Georgia to receive a Safe Streets and Roads for All ("SS4A") Grant for the Greater Clarkston SS4A Vision Zero Safety Action Plan

NEED/ IMPACT: On September 3, 2024, City Council and Mayor approved of a Resolution to Provide Local Match Funding of \$250,000 for the Federal Highway Administration "Safe Streets for All" (SS4A) Safety Action Planning Grant.

The attached SS4A Agreement outlines the Safety Action Plan document requirements that include assembling and analyzing data of existing roadway conditions and utilizing that data to develop recommendations, policies, actions and implementation plan to guide future development and retrofit existing public infrastructure with the goal of significant percentage reduction and eventual elimination of pedestrian and vehicular serious injuries and fatalities.

City Attorney Quinn reviewed the US DOT Agreement Template in August. In order to obligate funding, the U.S. DOT requires City approval and submittal of the signed Agreement at the December 2024 City Council Meeting.

RECOMMENDATION: Staff recommends approval of the attached Agreement.

CONTRACT BETWEEN OWNER & CONTRACTOR

This Agreement ("Contract") made and entered into this ____ day of _____, 20__, by and between the **CITY OF CLARKSTON** ("City"), and **A & S PAVING, INC.**, ("Contractor"). Owner and Contractor mutually agree to the terms and conditions set forth herein shall govern the performance of the work contemplated by this Contract, which is the Project known as: **DRAINAGE IMPROVEMENT – PROJECT #1.**

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

1. **SCOPE OF WORK.** Contractor agrees to furnish all labor, materials and equipment required to complete the work described in EXHIBIT A hereto (the "Work") and that said Work shall be performed in accordance with all plans, specifications and other Contract Documents attached hereto.
2. **PRICE AND PAYMENT** Owner agree to pay Contractor for the strict performance of the Work, a sum not to exceed one hundred thirty-two, three hundred twenty dollars (\$132,320.00). The price of units or phases of the Work is reflected on EXHIBIT B hereto. This Contract Price is subject to adjustments for changes in the work as may be agreed to by the Owner and the Contractor pursuant to the terms of this Contract. Payment shall be made based on progress of the completed Work, with Contractor to invoice owner monthly for work completed and accepted by Owner.
3. **ENTIRE AGREEMENT.** This agreement represents the entire agreement between Contractor and Owner regarding the Project and supersedes any prior written or oral agreements or representations as to that work.
4. **TIME.** Time is of the essence of this agreement. The progress and completion schedule are reflected in EXHIBIT C hereto. Contractor's performance of the Work shall conform to said schedule, including any changes to that schedule agreed to between Owner and Contractor or required by circumstances beyond Contractor's control.
5. **DIFFERING SITE CONDITIONS.** Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing of any:
 - a. Material that the contractor believes may be material that is hazardous waste, or a toxic pollutant or other substance, the handling of which may subject Contractor to legal liability.
 - b. Subsurface or latent physical conditions at the work site differing from those indicated in the Contract; or
 - c. Unknown physical conditions at the work site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.The Owner shall promptly investigate. If the Owner finds that the worksite conditions do materially differ, or involve hazardous waste or toxic pollutants, Owner and Contractor shall mutually agree on a plan to address said conditions, including an equitable adjustment(s) to the Contract price and/or schedule, as may

be appropriate under the circumstances, by written change order under the procedures described in Section 6.

6. **CHANGES IN WORK.** The Work shall be subject to changes or additions, deletions or revisions by the Owner. The Contractor will be notified by receipt of written additions and/or revised drawings, specifications, exhibits or written orders. Whenever an adjustment in the Contract price or Contract time is required because of Owner's request, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of Contractor (including lack of worksite access, weather, fires, floods, strikes, acts of God, natural disasters, or acts of third parties), the Contractor shall submit to the Owner within a reasonable time a detailed estimate, with supporting calculations, pricing and adjustments in the schedule of the change to the Contract price and the Contract time. Pricing of the adjustment shall be in general accordance with the pricing structure of this Contract. However, to the extent that such pricing is inapplicable, the cost of the change or the amount of the adjustment shall be determined on the basis of the cost to the Contractor plus reasonable amounts for overhead and profit. The Contractor shall not proceed with changes in the work or additional work until and unless the Owner has approved, in writing, the changes to the Work, Contract price and the Contract time.
7. **INSPECTION OF THE WORK.** The Contractor shall make the work accessible at all reasonable times for inspection by the Owner or Owner's agents. Contractor shall inspect all material and equipment delivered to the job site by others to be used or incorporated in the Contractor's work.
8. **SITE ACCESS AND RIGHTS OF WAY.** Owner shall provide all necessary access to the lands upon which the Work is to be performed. Owner shall continue to provide such access until completion of the Work. Any failure to provide such access shall entitle the Contractor to an equitable adjustment in the Contract time.
9. **REPORTS AND SURVEYS.** The Owner shall furnish prior to the start of work all maps, surveys and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitations, utility locations and legal descriptions that are necessary for the Contractor to perform the Work.
10. **PERMITS, LICENSES AND REGULATIONS.** Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be paid for by the Owner. Owner shall assist the Contractor in obtaining such permits and licenses as needed.
11. **COMPLIANCE WITH LAWS AND REGULATIONS.** The Contractor shall perform the work in compliance with all applicable laws, ordinances, rules and regulations bearing on the performance of the Work and shall give any notices so required. If the Contractor observes that drawings, specifications or other Contract documents are at variance with such laws, ordinances, rules and regulations, Owner shall promptly be notified and, if necessary, an adjustment made to the Contract time or Contract price.
12. **TERMINATION.** The Owner reserves the right to terminate the Work for its convenience upon notice in writing to the Contractor. In such an event, the Contractor shall be paid its actual costs (not already paid as part of a progress payment) for the portion of the work performed to the date of termination, including

any documented and paid termination charges assessed by vendors and subcontractors, plus 20% of all of Contractor's actual and incurred costs for overhead and profit.

13. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless Owner against all claims, demands, lawsuits and liabilities arising out of or connected to property damage or personal injury to the extent caused, or alleged to be caused, by the negligence of Contractor or its subcontractors, suppliers, employees, agents or representatives.

14. **INSURANCE.** See EXHIBIT D

15. **CHOICE OF LAW AND VENUE.** This Contract is made and performed in DeKalb County, Georgia and is subject to the laws of the State of Georgia. Venue for any legal action arising out of this Contract shall be in the State or Superior Courts of DeKalb County, Georgia.

16. **STANDARD OF CARE.** Contractor and its agents, employees and subcontractors shall perform the Work for Owner with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. The Work shall be of good quality and in conformance with the Contract documents.

17. **ASSIGNMENT.** This Contract may not be assigned by Contractor without the prior written consent of Owner.

18. **SECURITY AND IMMIGRATION COMPLIANCE.** 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 E, attached hereto and incorporated herein.

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

CITY OF CLARKSTON

CONTRACTOR

City of Clarkston
1055 Rowland Street
Clarkston, GA 30021

A & S Paving, Inc
2747 S Stone Mountain Industrial Rd
Lithonia, GA 30058

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 work will require the Offeror to provide all labor, administrative forces, equipment, materials, and other incidental items to complete all required work. All work shall be completed within 60 days of the Notice to Proceed (NTP) being issued except for 860 Market Street which shall be completed within 30 days of the Notice to Proceed being issued.

The City shall perform a final inspection, with the Contractor(s), upon substantial completion of the work.

The identified project locations are:

- A. Project #1
 - 1. 3731/3737 Market Crescent Drive | Clarkston, GA | 30021
 - 2. 860 Market Way | Clarkston, GA | 30021
- B. Project #2
 - 1. 1175 Smith Street to curve of Lincoln Street | Clarkston, GA | 30021
- C. Project #3
 - 1. 928 Mell Avenue | Clarkston, GA | 30021

SPECIFICATIONS & REQUIREMENTS

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(s) and shall comply with all OSHA and EPA regulations as they pertain to this project.

Project #1 – Market Crescent Drive & Market Way

- A. Grading complete shall include the following tasks:
 - 1. All demolition within the project limits including removal of existing storm lines, sidewalk, driveway concrete debris, drop inlets and associated brick risers, headwall at Market Street
 - 2. Removal of existing wood fence and two (2) gates at the locations identified on the survey.
 - 3. Removal of headwall at the Market Street 18-inch storm line outfall and join new 18in ALCMP with a coupler/hugger band.
 - 4. Grading to the rear of 3731 Crescent Drive shall include the removal of the existing five (5) tree stumps. Grading shall ensure positive drainage flow to the inlet structure located on the survey.
 - 5. The approximate width of excavation is 10ft on each storm line.
 - 6. Approximate volume of excavation for the following storm lines is as follows:
 - a. 3731/3737 Market Street – 400CY
 - b. 860 Market Way - 350CY
- B. Fence installation to include the following

1. Existing wood fencing shall be replaced as follows: Rear yard fencing at 3731 Market Crescent Drive and fencing between 3731 and 3737 property line to be new wooden six (6) foot high six (6) inches wide vertical board privacy fence with 4 x 4 wooden posts.
 2. All wood shall be pressure treated. Posts shall be embedded a minimum of 12 inches and encased with concrete. The top of embedment shall be clear of concrete spillover.
 3. Fencing to be stained at the discretion of the owners.
- C. Drop Inlet
1. Brick or Precast concrete riser.
 2. Three (3) total with depths of 3ft, 4ft and 5ft respectively
 3. Refer to slab dimensions of each drop inlet as shown on Exhibits A and A-1.
- D. Storm Line Installation
1. Refer to Georgia DOT Standard 1030-D, Tables 1 and 1R for the minimum acceptable combinations of gages, diameters, and corrugation configurations for corrugated aluminum alloy pipe and pipe arches, and for corrugated aluminum coated steel pipe and pipe arches.
 2. Placement of 4 inches GAB bedding for storm lines and GAB backfill storm line haunches.
 3. Soil backfill from top of ALCMP (aluminized CMP) to surface shall be compacted to a minimum of 90% of the standard proctor
- E. Driveway Concrete
1. Class A concrete
 2. Welded Wire Fabric (WWF) and Graded Aggregate Base GAB) will be supplied by the property owner. Both materials will be located at the project site.
 3. Longitudinal construction joint to be placed down the center of the driveway and transverse construction joints spaced at no greater than 5ft.
- F. Grass Replacement
1. Bermuda sod placement
- G. Catch Basin Replacement
1. 5ft depth brick or precast concrete riser
- H. Project Completion
1. The drainage project located at 860 Market Street shall be completed no later than thirty (30) days after issuance of an NTP.

Project #2 – 1175 Smith Street to curve of Lincoln Street

- A. Grading complete shall include the following:
1. Removal and disposal of all trees less than 12" DBH, including brush/vegetation within 10ft off the fence line within the project limits – see Exhibits B and B-1
 2. Grading complete also includes removal and disposal of the existing drop inlet and brick riser.
 3. Grassing and straw disturbed areas
- B. Catch Basin Replacement

1. 5ft depth brick or precast concrete rise.
- C. Fence installation shall include the following:
 1. 12-gauge zinc coated
 2. Two (2) 5ft end posts
- D. Existing granite curb to be reset as follows:
 1. 6 inches to 7 inch curb reveal
 2. Class B concrete to be placed where granite curb sections abut and at the base of each section of granite at the center point. Do not place class B concrete along the base of the entire length of granite curb.

Project #3 - Mell Avenue

- A. Grading complete shall include the following:
 1. All grading and soil disposal associated with reset including any saw cutting pavement edge and asphalt placement between the edge of existing pavement and the face of the reset curb.
- B. Existing granite curb to be reset as follows:
 1. 6 inches to 7 inch curb reveal
 2. Class B concrete to be placed where granite curb sections abut and at the base of each section of granite at the center point. Do not place class B concrete along the base of the entire length of granite curb.
- C. Asphalt Hump at Driveway
 1. Increase height of existing asphalt hump by 2in and width by 12in.
 2. Approximately one (1) ton of hot mix asphalt – 9.5 mm Type II
- D. Catch Basin Replacement
 1. 5ft depth brick or precast concrete riser.
 2. Single Wing

REQUIRED SITE WORK

The Contractor shall perform daily clean-up of all trash and related misc. debris that is not associated with the physical performance of the work tasks.

CONTRACTOR REQUIREMENTS

The Contractor shall:

- A. Submit a schedule of work tasks completed to-date and upcoming tasks on a bi-weekly basis.
- B. Collaborate with the property owners throughout the duration of the project. The City shall approve a letter prior to issuance to property owners and will provide contact information to be issued for ten (10) property owners indicating a start date and name/contact information of contractor.
- C. Be responsible for all utility coordination including avoidance of conflicts with this work. No claims will be considered for extra compensation for delays or costs.

- D. Install "Construction Ahead" signage required per MUTCD shall be placed on Market Street, Market Crescent, Market Way, Mell Ave, and Smith Street. Traffic Control plan shall be submitted to the Project Engineer before work commences
- E. 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.

ATTACHMENT(s)

Drainage Improvements Locations

ADDITIONAL INFORMATION

- A. Offerors are requested to submit a bid for each project.
- B. Inlet and outlet elevations for all storm lines and associated drainage structures shall remain as existing.
- C. Orange safety fence shall be used in each work zone.
- D. Submittals required for all aluminized CMP and drainage structures.
- E. Workdays shall be only allowed on weekdays between 8:00 a.m. and 5:00 p.m. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis.
- F. The Contractor will mobilize with sufficient forces such that all construction identified as part of this quote from issuance of Notice to Proceed.
- G. AIA Document A310 Bid Bond (5%).
 - 1. The City does not provide this form, the bidder must include in bid package.
 - 2. Surety must have a current A.M. Best rating of "A" (Excellent).
- H. 100% Performance & Payment Bond, required from awardee(s), unless otherwise.
- I. Contractors are not required to be Georgia Department of Transportation pre-qualified.

All materials and installation shall be in accordance with the Georgia Department of Transportation Standard Specifications, unless otherwise noted.

EXHIBIT B
CONTRACTOR'S COST PROPOSAL
(ATTACHED)

COST PROPOSAL

Bidding Company: A+S Paving, Inc.

Company Rep: Lisa Wooten

Project Name: Drainage Improvements – Project #1

ITEM NO.	DESCRIPTION	U/M	QTY	UNIT COST	EXTENDED COST
150-1000	TRAFFIC CONTROL	LS	LUMP	1,500.00	1,500.00
210-0100	GRADING COMPLETE (reference Letter A)	LS	LUMP	4,500.00	4,500.00
310-1101	GR AGGR BASE CRS. INCL MATL	TN	11	100.00	1,100.00
441-0014	DRIVEWAY CONCRETE, 4 IN. TK (reference Letter E)	SY	50	120.00	6,000.00
441-0016	DRIVEWAY CONCRETE (APRON), 6 IN. TK	SY	9	120.00	1,080.00
441-0014	CONC SIDEWALK, 4 IN	SY	22	120.00	2,640.00
550-1440	CORRUGATED ALUMINIZED COATED METAL PIPE (ALCMP), TP 2, 18 IN. H 1-10 FT. DEPTH (reference Letter D)	LF	132	130.00	17,160.00
550-1445	CORRUGATED ALUMINIZED COATED METAL PIPE (ALCMP), TP 2, 24 IN. H 1-10 FT. DEPTH (reference Letter D)	LF	75	175.00	13,125.00
550-1450	CORRUGATED ALUMINIZED COATED METAL PIPE (ALCMP), TP 2, 48 IN. H 1-10 FT. DEPTH (reference Letter D)	LF	94	225.00	21,150.00
643-8200	BARRIER FENCE (ORANGE); 4 FT.	LF	310	5.50	1,705.00
643-8300	WOODEN FENCE. 6 FT HEIGHT WITH 2 GATES (reference Letter B)	LF	160	60.00	9,600.00
668-1100	SINGLE WING CATCH BASIN. GP 1 (reference Letter G)	EA	1	3,000.00	3,000.00
668-2100	DROP INLET. GP 1; 9031D (reference Letter C)	EA	3	5,500.00	16,500.00

668-4300	STORM SEWER MANHOLE (BLIND), TP 1	EA	1	5,500.00	5,500.00
668-1110	STORM SEWER MANHOLE (BLIND), TP 1, ADDL. DEPTH, CL 2	LF	8	1,000.00	8,000.00
				<i>Section Total</i>	112,560.00
PERMANENT EROSION CONTROL					
ITEM NO.	DESCRIPTION	U/M	QTY	UNIT COST	EXTENDED COST
700-7000	AGRICULTURAL LIME	TN	1	800.00	800.00
700-8000	FERTILIZER MIXED GRADE	TN	1	800.00	800.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	25	4.40	110.00
700-9300	SOD (Bermuda)	SY	450	14.00	6,300.00
				<i>Section Total</i>	8,010.00
TEMPORARY EROSION CONTROL					
ITEM NO.	DESCRIPTION	U/M	QTY	UNIT COST	EXTENDED COST
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	250	3.50	875.00
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	250	3.50	875.00
				<i>Section Total</i>	1,750.00
				<i>Contingency Cost</i>	\$10,000.00
				Grand Total (Section Totals + Contingency)	132,320.00

EXHIBIT C
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 sixty (60) 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.

EXHIBIT D
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 E
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:

47332

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

7/13/07

Date of Authorization

A+S Paving, Inc.

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 October 21, 2024 in Lithonia (city) GA (state)

[Signature]
Signature of Authorized Owner/Officer

Lisa Wooten

Printed Name and Title of Authorized Owner/Officer

[Signature]
NOTARY PUBLIC
My Commission Expires April 28, 2027



CITY OF CLARKSTON

ITEM NO: 6F

WORK SESSION

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: November 22, 2024

SUBJECT: To discuss for approval of a resolution authorizing an agreement with Bowman Moody Enterprise, LLC for professional procurement services in the amount of \$3,500 monthly for up to 6 months.

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Tammi Saddler Jones
PHONE NUMBER: 404-296-6489

PURPOSE: To discuss an agreement with Bowman Moody Enterprise, LLC for professional procurement services in the amount of \$3,500 monthly for up to 6 months to be funded out of the General Fund.

NEED/ IMPACT: The Interim City Manager selected, and the City Council approved, Mr. Willis Moody to handle procurement for the City of Clarkston. Mr. Willis Moody has a Bachelor of Science degree in Business Management, and he has 18 years of experience in public procurement. The services contemplated by this Agreement will be performed by Bowman Moody Enterprise, LLC beginning on January 1, 2025, and continuing for an initial term of up to 6 months.

Mr. Moody will continue to work in the office three days a week from 8:30am to 5pm and remote two days a week and then rotate this schedule to 2 days in office and 3 days remotely the following week. This would continue to be his rotating schedule each week for the term of the agreement.

RECOMMENDATION: Approve the resolution authorizing an agreement with Bowman Moody Enterprise, LLC for professional procurement services in the amount of \$3,500 monthly for up to 6 months to be funded out of the General Fund.

Bid solicitations that have been completed		Advertised	Pre-bid Meeting	Q&A Closed	Bid Open Date	ICM Award	M&C Award	Vendor Awarded	Award Amount	Note(s)
1	ITB – 40 Oaks House Demolition	6/12/2024	6/18/2024	7/2/2024	7/9/2024	none	none	none	-	All bids rejected after council vote Thursday, November 7, 2024
2	RFP – Public Meeting Video Recording Services	7/16/2024	None	7/23/2024	7/30/2024	none	none	none	-	Due to the GPR technical issue that resulted in a lack of participation, the City of Clarkston will reject all received in-person and BidNet Direct proposals, cancel RFP - PUBLIC MEETING VIDEO RECORDING & RELATED SERVICES – 073024, and readvertised.
3	RFP – Municipal Court Solicitor	7/18/2024	None	8/6/2024	8/13/2024	-	11/7/2024	Julie Kert	\$24,000.00	Annual contract
4	RFP – Public Meeting Video Recording Services	8/6/2024	8/22/2024	8/27/2024	9/4/2024	-	11/7/2024	Ikon Filmworks	\$38,400.00	Annual contract
5	ITB – Pavement Core Sampling	8/8/2024	None	8/20/2024	8/29/2024	10/1/2024	-	S&ME, Inc.	\$8,950.00	
6	RFP – City Classification Study	8/13/2024	None	9/10/2024	9/17/2024	10/8/2024	-	Evergreen Solutions, LLC	\$21,500.00	
7	ITB - Drainage Improvements (Project #1)	9/19/2024	10/1/2024	10/15/2024	10/22/2024	-		A&S Paving, Inc		Three (3) projects advertised in one (1) bid solicitation. The smaller projects were authorized under the ICM approval level.
	ITB - Drainage Improvements (Project #2)					10/22/2024	-	A&S Paving, Inc	\$23,110.00	
	ITB - Drainage Improvements (Project #3)					10/22/2024	-	A&S Paving, Inc	\$22,000.00	
8	ITB - Pedestrian Improvement Projects	11/19/2024	12/3/2024	12/17/2024	12/23/2024					
9	ITB - 2024 LMIG Resurfacing Project	11/19/2024	None	12/17/2024	12/23/2024					

Upcoming bid solicitations

- 1 RFP - Aquatic Pool Management (Lifeguards) Services
- 2 RFP - Park & Rec Master Plan
- 3 RFP - Compliance & Financial Audit
- 4 RFQ - Dam Engineering Services
- 5 ITB - Forty Oaks Vegetation Clearing
- 6 ITB - Norman Road Dam Repairs
- 7 RFQ - Engineering Consultant

RESOLUTION NO. _____

**A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO
APPROVE AN AGREEMENT FOR PROCUREMENT SERVICES
WITH BOWMAN MOODY ENTERPRISE LLC**

WHEREAS, the City is in need of procurement services; and

WHEREAS, Bowman Moody Enterprise LLC is a reputable provider of such services.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clarkston that the attached Agreement for Procurement Services with Bowman Moody Enterprise LLC is hereby approved and the Mayor is authorized to sign the same.

BE IT FURTHER RESOLVED that the cost of procurement services rendered to the City by Bowman Moody Enterprise LLC pursuant to the approved Agreement shall not exceed Twenty-One Thousand Dollars (\$21,000).

SO RESOLVED, this _____ day of _____ 2024.

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

BEVERLY H. BURKS, Mayor

ATTEST:

Tomika Mitchell, City Clerk

AGREEMENT FOR PROCUREMENT SERVICES

This Agreement is made this ____ day of _____, 2024, by and between the **City of Clarkston** (“City”), a Georgia municipal corporation, and **Bowman Moody Enterprises, LLC** (“BME”), a Georgia limited liability corporation:

WHEREAS, the City is in need of procurement services; and

WHEREAS, BME is a respected provider of such services and has performed well in the role of providing procurement services to the City.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

1. SCOPE OF SERVICES

- a) BME will perform procurement services in accordance with the Scope of Work section of the document attached hereto as Exhibit “A”, at the direction of the city manager.
- b) BME will be solely responsible for compensating all person(s) performing services pursuant to this Agreement. Such person(s) will not be an employee of the City. The City will not provide any benefits of employment (such as insurance) to Mr. Willis Moody nor withhold any payroll tax for any person performing services pursuant to this Agreement.
- c) BME will dedicate such effort and hours to the procurement services contemplated by this Agreement as necessary.
- d) Willis Moody will personally appear at City Hall Annex for “office hours” of 8:30 a.m. to 5:00 p.m. at least two days per week, including holidays on a rotating basis (i.e., Monday, Wednesday and Friday of the first week, Tuesday and Thursday of the second week, etc.). When not working “office hours,” Mr. Moody will be available "remotely" during the same business hours and will respond to communications from the City Manager, department director or her/his designee.

2. COMPENSATION

- a) In exchange for the services provided by BME, City shall pay BME a flat fee of Three Thousand Five Hundred Dollars (\$3,500) per month to be invoiced by the 5th of each month.
- b) Such payments shall be paid electronically, when possible, upon receiving an invoice from BME. City will pay BME by the last day of the month for services rendered and invoiced during that month.

3. TERM AND TERMINATION

- a) This Agreement shall become effective when approved by the City Council and BME.
- b) The services contemplated by this Agreement will be performed by BME beginning on January 1, 2025, and continuing through June 30, 2025.
- c) City may immediately terminate this Agreement at any time, for any or no reason, by giving notice to BME. In the event of termination by the City, City will pay BME on a prorated basis for services performed prior to termination.
- d) BME may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days' written notice to the city manager.

4. RESOURCES PROVIDED TO BME BY CITY

During the term of this Agreement, including any extension terms, City shall provide BME with the following resources to assist with the performance of BME's procurement services:

- a) Workspace. The City will provide Mr. Moody with workspace at City Hall Annex during all "office hours" contemplated by this Agreement.
- b) Equipment. The City will provide Mr. Willis Moody with a City of Clarkston email address, cellular phone and laptop computer to be used to perform the procurement services contemplated by this Agreement.

- c) Mr. Moody shall promptly return all such equipment to the city manager or her/his designee upon the conclusion of the term (and any extension term) of this Agreement.

5. MISCELLANEOUS TERMS

- a) Prior Agreements. This Agreement supersedes and renders null and void all prior agreements between the parties.
- b) Assignment. This Agreement may not be assigned by either party without the express written consent of the other party.
- c) Amendment. This Agreement may only be amended by the mutual written consent of both parties.

SO AGREED, upon the date first written above:

City of Clarkston, Georgia

BME Consulting LLC

Mayor Beverly H. Burks

Willis Moody

Attest:

City Clerk

Approved as to form: Stephen Quinn
City Attorney

EVIDENCE
OF THINGS
HOPE
FOR

BOWMAN MOODY ENTERPRISE, LLC
BROADCASTING TO CATCH FISH OF EVERY KIND



Pricing

Description	Rate	Qty	Line Total
Procurement Manager	\$3,500.00	6	\$21,000.00
		Subtotal	21,000.00
		Tax	0.00
Proposal Total (USD)			\$21,000.00

Prepared For
City of Clarkston
1055 Rowland St
Clarkston, GA 30021

Proposal Number
0010

Proposal Date
11/13/2024

Scope of Work

1. This position is responsible for procuring or coordinating the procurement of construction, and related goods, supplies and services required by various departments in accordance with all applicable federal, state, and local laws, policies, and procedures.
2. Prepare and analyze specifications, competitive sealed bids and proposals, requests for quotations and requests for statements of qualifications.
3. Conduct all pre-bid/proposal meetings when necessary.
4. Coordinate and supervise activities of bid evaluation committees.
5. Analyze current procurement activities and recommend improvements through more efficient procurement methods, e-procurement, privatization, quantity discounts, standardization, value analysis or cooperative purchasing.
6. Read, interpret, explain, and properly apply rules, regulations, laws, policies, and procedures.

Timeline

1. Six (6) months with renewal
2. City email address, laptop computer, and phone.
3. The proposal is to include Monday through Friday days working at least two days per week, including holidays.
When not working in person Willis Moody will be available "remotely" during the same business hours
4. The proposal is to include Monday through Friday working hours from 9:30 am – 3:30 pm.

Notes

When requested to stay after hours, this will count as a day in person.

Terms

These services are billed no later than the 5th every month and payments shall be paid electronically, when possible, upon receiving an invoice by BME by the last monthly pay cycle.



CITY OF CLARKSTON

ITEM NO(s):
6G, 6H, 6I and 6J

WORK SESSION/ CITY COUNCIL MEETING

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: November 24, 2024

SUBJECT: Review/Discuss Items 6G, 6H, 6I and 6J regarding proposed amendments to the City of Clarkston Code of Ordinances pertaining to alcohol license, business license, and hookah permits.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
PAGES:

PRESENTER CONTACT INFO: Tomika R. Mitchell
City Clerk
PHONE NUMBER: (404) 296-6489

PURPOSE: Review/Discuss proposed amendments to the City of Clarkston Code of Ordinances pertaining to the FY 2025 Fee Schedule for the following agenda items:

- G.** To discuss a resolution to amend the alcoholic beverage license fee schedule.
- H.** To discuss an ordinance to amend Chapter 3 of the City Code to increase the annual license fees associated with various alcoholic beverage licenses.
- I.** To discuss an ordinance to amend Chapter 11 of the City Code to increase the administrative fee amount required to be paid in connection with applying for or renewing a business license.
- J.** To discuss an ordinance to amend Chapter 10, Article VII of the City Code to increase the annual permit fee amount associated with a hookah permit.

NEED/ IMPACT: Items 6G, 6H, 6I and 6J are formalities to change the City of Clarkston Code of Ordinances to set fee amounts to be the amounts already approved by the City Council in connection with the FY 2025 budget.

RECOMMENDATION: Staff recommends approval of the fee amendments.

City of Clarkston	FY 2024 FEE	Proposed FY 2025 FEE	CODE AMENDMENT REQUIRED	Adopted Ordinance(s)
CITY CLERK OFFICE				
ALCOHOL LICENSE FEE				
Beer/Malt Beverage	\$ 750	\$ 862	Sec. 3-51	(Ord. No. 264, 11-5-02; Ord. No. 368, § 2, 9-4-12; Ord. No. 405, § 3, 12-6-16)
Wine	\$ 750	\$ 862	Sec. 3-51	(Ord. No. 264, 11-5-02; Ord. No. 368, § 2, 9-4-12; Ord. No. 405, § 3, 12-6-16)
Beer/Wine/Malt Beverage	\$ 1,000	\$ 1,150	Sec. 3-51	(Ord. No. 264, 11-5-02; Ord. No. 368, § 2, 9-4-12; Ord. No. 405, § 3, 12-6-16)
Distilled Spirits	\$ 2,500	\$ 2,875	Sec. 3-51	(Ord. No. 264, 11-5-02; Ord. No. 368, § 2, 9-4-12; Ord. No. 405, § 3, 12-6-16)
Retail Dealer - Wholesale Wine/Beer/Malt Beverage	\$ 350	\$ 405	Sec. 3-51	(Ord. No. 264, 11-5-02; Ord. No. 368, § 2, 9-4-12; Ord. No. 405, § 3, 12-6-16)
Retail Dealer - Wholesale Wine/Beer/Malt Beverage/Distilled Spirit	\$ 2,850	\$ 3,278	Sec. 3-51	(Ord. No. 264, 11-5-02; Ord. No. 368, § 2, 9-4-12; Ord. No. 405, § 3, 12-6-16)
Wholesale Beer/Win/Malt Beverage	\$ 450	\$ 520	Sec. 3-51	(Ord. No. 264, 11-5-02; Ord. No. 368, § 2, 9-4-12; Ord. No. 405, § 3, 12-6-16)
Wholesale Distilled Spirits (City)	\$ 5,000	\$ 5,750	Sec. 3-51	(Ord. No. 264, 11-5-02; Ord. No. 368, § 2, 9-4-12; Ord. No. 405, § 3, 12-6-16)
Administrative/Investigative Fee	\$ 200	\$ 260	Sec. 3-4 (b) and Sec. 3-7 (g)	(Ord. No. 264, 11-5-02; Ord. No. 368, § 2, 9-4-12)
Background Check	\$ 50	\$ 65		
Alcohol Server Permit Fee	\$ 50	\$ 85		
ALCOHOL BEVERAGE CATERER FEE (On Premises)				
Wine Only	\$ 500	\$ 575	Sec. 3-122 (1)	(Ord. No. 264, 11-5-02)
Beer /Malt Beverages	\$ 500	\$ 575	Sec. 3-122 (2)	(Ord. No. 264, 11-5-02)
Distilled Spirits	\$ 2,000	\$ 2,300	Sec. 3-91 (a) and Sec. 3-122 (3)	(Ord. No. 264, 11-5-02)
Wine/Beer/Malt Beverages	\$ 750	\$ 865	Sec. 3-122 (4)	(Ord. No. 264, 11-5-02)
Beer/Wine/Malt Beverage/Distilled Spirits	\$ 2,500	\$ 2,875	Sec. 3-122 (5)	(Ord. No. 264, 11-5-02)
Temp Alcohol License for Non-Profit/Charitable Events (Up to 3 Days License)	\$ 50	\$ 65	Sec. 3-8	(Ord. No. 264, 11-5-02)
Individual Event POUR LICENSE	\$ 75	\$ 100	Sec. 16-49	(Ord. No. 446, § 1(Att.), 11-7-19)
HOOKAH LICENSE	\$ 1,000	\$ 1,300	Sec. 10-79 (c)	(Ord. No. 421, § 2, 4-3-18; Ord. No. 454, § 2, 11-5-20)
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.		
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	\$ 0		
Business Licenses/Occupational Tax				
Administrative Fee	\$ 100	\$ 130	Sec.11-4 and Sec. 11-5	(Ord. No. 404, § 1, 12-6-16)

RESOLUTION NO. _____

A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO AMEND THE ALCOHOLIC BEVERAGE LICENSE FEE SCHEDULE

WHEREAS, City Code Section 3-51 requires applicants for an alcohol sales license to pay the license fee in an amount to be set by resolution of the city council; and

WHEREAS, the City Council desires to adjust alcoholic beverage license fee amounts by means of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clarkston that the City of Clarkston hereby adopts the following amended fee schedule for alcohol beverage license fees, effective January 1, 2025, and until amended by the City Council:

ALCOHOL LICENSE

Beer/Malt Beverage	\$862
Wine	\$862
Beer/Wine/Malt Beverage	\$1,150
Distilled Spirits	\$2,875
Retail Dealer - Wholesale Wine/Beer/Malt Beverage	\$405
Retail Dealer - Wholesale Wine/Beer/Malt Beverage/Distilled Spirits	\$3,278
Wholesale Beer/Wine/Malt Beverage	\$520
Wholesale Distilled Spirits (City)	\$5,750

BE IT FURTHER RESOLVED that this resolution shall be maintained as a public record by the City Clerk and shall be available for public inspection.

SO RESOLVED, this _____ day of November, 2024.

CLARKSTON CITY COUNCIL

BEVERLY H. BURKS, Mayor

ATTEST:

City Clerk

Approved as to form:

Stephen G. Quinn, City Attorney

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND CHAPTER 3 OF THE CITY CODE CONCERNING ALCOHOL AND CHAPTER 16 OF THE CITY CODE CONCERNING STREETS, SIDEWALKS AND PUBLIC WAY TO INCREASE ANNUAL LICENSE, ADMINISTRATIVE, AND INVESTIGATIVE FEES ASSOCIATED WITH VARIOUS ALCOHOLIC BEVERAGE LICENSES; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 3-3-1 declares that engaging in the business of selling alcohol in Georgia is a privilege and not a right; and

WHEREAS, the City Code requires applicants for licenses to sell and/or serve alcohol to pay license fees and other administrative and permit fees to defray the costs incurred in processing such applications; and

WHEREAS, the City Council now desires to increase certain of those fees to reflect increasing costs.

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

SECTION 1. Subsection 3-4(b) of the City Code is hereby repealed and replaced with the following language:

“(b) Except as hereinafter provided, each application for a license under this chapter shall be accompanied by a certified check for the full amount of the license fee, together with a separate checks or cash in the following amounts: two hundred sixty dollars (\$260.00) to defray investigative and administrative costs, and sixty-five dollars (\$65.00) to defray the cost of a background check. If the applicant withdraws his application prior to its being submitted to the city council, or if the application is denied and the license refused, the deposit representing the license fee shall be refunded, but the two hundred sixty dollars (\$260.00) paid for investigation and administrative costs and the sixty-five dollars (\$65.00) paid for the background check shall be retained.”

SECTION 2. Subsection 3-7(g) of the City Code is hereby repealed and replaced with the following language:

“Any licensee who desires to transfer the location of any establishment licensed to sell alcoholic beverages within the city shall so notify the city clerk prior to any transfer of location. The request for transfer shall be accompanied by a survey as required by subsection (a) of this section. The city clerk shall determine whether the new location is in compliance with all provisions of this chapter. No change in location of a licensed establishment shall be permitted unless the new location complies with all provisions of this chapter. The city council shall have the

authority to approve or deny the transfer of location in the same manner that it may approve or deny the issuance of a new license. An investigative fee of two hundred-sixty dollars (\$260.00), plus sixty-five dollars (\$65.00) to defray the cost of a background check, shall be paid by the licensee at the time that an application is made for the transfer of an establishment location. Should a transfer of location be approved, with no change of ownership of the business, the license fee paid for the old location shall be applied to the new location.”

SECTION 3. Section 3-8 of the City Code is hereby repealed and replaced with the following language:

“Upon application by a nonprofit or charitable organization and approval by the city council, a temporary license for the retail sale of beer and wine may be issued to such nonprofit or charitable organization. Such temporary license shall be subject to such conditions as may be established by the city council, and no temporary license shall be granted for a period longer than three (3) days. The fee for a temporary license shall be sixty-five dollars (\$65.00).”

SECTION 4. Subsection 3-14(d) of the City Code is hereby repealed and replaced with the following language:

“(d) All employees who work for a business licensed to sell alcoholic beverages within the city who are actually engaged in the sale of alcoholic beverages shall be required to apply for and obtain a work permit from the police department for each location at which the employee is working. A permit fee of eighty-five dollars (\$85.00) shall be paid by the applicant at the time that an application is made for the permit. All work permits issued to employees who sell alcoholic beverages within the city shall have on the work permit the person's name and address, and the name and address of the establishment. No work permit is required of employees who are employed in a grocery store or convenience store where less than ten (10) percent of the store sales arise from the sale of alcoholic beverages.”

SECTION 5. Subsection 3-14(e) of the City Code is hereby repealed and replaced with the following language:

“(e) No work permit shall be issued to any applicant until such time as a signed application has been filed with the police department and a search of the criminal record of the applicant completed. The application shall include, but shall not be limited to, the name, date of birth, address, Social Security number, and prior arrest record of the applicant, though the fact of any arrest record shall be used for investigative purposes only, and shall give rise to no presumption or inference of guilt. An additional fee of sixty-five dollars (\$65.00) shall be paid by the applicant at the time that an application is made for the background check to be conducted. Because of the inclusion of arrest information and social security number, these applications shall be regarded as confidential and shall not be produced for public inspection without a court order. The police chief, or his designee, shall have a search made relative to any police record of the applicant. If there is no record

of violation of this chapter, or of any similar ordinance in another jurisdiction, the police chief shall issue a work permit to the employee, stating he or she is eligible for employment. If it is found that the person is not eligible for employment, the police chief shall so notify the employer.”

SECTION 6. Subsection 3-91(a) of the City Code is hereby repealed and replaced with the following language:

“(a)The fee for a consumption of distilled spirits by the drink on premises where sold, license shall be two thousand three hundred dollars (\$2,300.00) per year. In exception to the general provisions of [section 3-4](#), the fee for such license may be paid in two (2) installments, rather than one (1) lump sum payment due at the time of original or renewal application. In the case of a new license application, one-half (½) of the license fee shall be paid at the time of application, and the other half shall be paid at the time of issuance of the license. In the case of renewal license application, one-half (½) shall be paid at the time of application and the other half shall be paid no later than March 1 next following the date of application.”

SECTION 7. Subsection 3-122 of the City Code is hereby repealed and replaced with the following language:

“Before such license is granted, the applicant therefor shall comply with all rules and regulations adopted by the city council regulating alcoholic beverage caterers, and each applicant shall pay a license fee in accordance with the following:

- (1) Alcoholic beverage caterers selling wine to be consumed on the premises, per year\$575.00
- (2) Alcoholic beverage caterers selling beer and malt beverages to be consumed on the premises, per year\$575.00
- (3) Alcoholic beverage caterers selling distilled spirits to consumed on the premises, per year\$2,300.00
- (4) A combination license for alcoholic beverage caterers selling wine and beer and malt beverages to be consumed on the premises, per year\$865.00
- (5) A combination license for alcoholic beverage caterers selling distilled spirits, wine, and beer and malt beverages to be consumed on the premises, per year\$2,875.00.”

SECTION 8. Subsection 16-49(b)(2) of the City Code is hereby repealed and replaced with the following language:

“(2) Obtains an "individual event pouring license" for the event pursuant to this subsection The application fee for an individual event pouring license is one hundred dollars (\$100.00). Such applications shall be evaluated based on the criteria set forth in City Code [section 3-5](#). An individual event paring license may only be issued to persons twenty-one (21) years of age or older.”

SECTION 9. This Ordinance shall be effective January 1, 2025.

SECTION 10. All provisions of the City Code in conflict herewith are 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 11 OF THE CITY CODE CONCERNING OCCUPATIONAL LICENSES AND TAXES TO INCREASE THE ADMINISTRATIVE FEE AMOUNT REQUIRED TO BE PAID IN CONNECTION WITH APPLYING FOR OR RENEWING A BUSINESS LICENSE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, the City Code imposes an administrative fee on all business and occupational tax accounts for the initial start-up, renewal, or reopening of those accounts; and

WHEREAS, the City Council now desires to increase that fee to reflect increasing costs.

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

SECTION 1. Subsection 11-35(a) of the City Code is hereby repealed and replaced with the following language:

“(a) A non-prorated, nonrefundable annual administrative fee of one hundred thirty dollars (\$130.00) shall be required on all business and occupational tax accounts for the initial start-up, renewal, or reopening of those accounts.”

SECTION 2. This Ordinance shall be effective January 1, 2025.

SECTION 3. All provisions of the City Code in conflict herewith are 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 10, ARTICLE VII OF THE CITY CODE CONCERNING CLEAN INDOOR AIR TO INCREASE THE ANNUAL PERMIT FEE ASSOCIATED WITH A HOOKAH PERMIT; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, the City Code requires applicants for permits to allow limited smoking of hookah within their establishments to pay a permit fee to defray the costs incurred in enforcing hookah regulations; and

WHEREAS, the City Council now desires to increase certain of those fees to reflect increasing costs.

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

SECTION 1. Subsection 10-79(c) of the City Code is hereby repealed and replaced with the following language:

“(c) An annual regulatory permit fee of one thousand three hundred dollars (\$1,300.00) shall be paid to the city prior to issuance of a hookah permit. Such fee is intended to compensate the city for the cost of enforcing this section. The annual fee will not be pro-rated.”

SECTION 2. This Ordinance shall be effective January 1, 2025.

SECTION 3. All provisions of the City Code in conflict herewith are 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

CITY OF CLARKSTON

ITEM NO: 6J

CITY COUNCIL WORK SESSION

ACTION TYPE:
Discussion

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

MEETING DATE: November 26, 2024

SUBJECT: To discuss a resolution Authorizing, Among Other Things, Amending the FY2024 Operating Budget from \$12,079,688 to \$12,356,956

DEPARTMENT: Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT:
Lolita Grant, Finance Director
PHONE NUMBER: 404-296-6489

PURPOSE: To discuss a resolution Authorizing, Among Other Things, Amending the FY2024 Operating Budget from \$12,079,688 to \$12,356,956

NEED/ IMPACT: The City of Clarkston approves an annual budget at the beginning of each fiscal year based on projected revenues and expenditures. Throughout the year, various factors influence the budget which impact projected revenues being realized and which affect necessary expenditures. As part of our annual audit review, the Georgia Department of Accounts and Audits (GDAA) monitors our budget vs. actuals reports at the legal level of control, which for the City of Clarkston is by fund and departmental level. This budget amendment is needed to correct the FY2024 Amended budget appropriations based on actual expenditures in FY2024 to be in compliance with the GDAA. The attached worksheets show the line-item budget amendments being proposed to adjust for projected revenues and expenditures for the General Fund and Other Funds.

GENERAL FUND

The Fiscal Year 2024 General Fund total budgeted revenues were originally \$9,224,065 with budgeted General Fund Expenditures of \$9,224,065. After receiving updated data on the 2024 Property Tax Digest, management staff has reviewed the 2024 Budget to amend revenues and expenditures based on current information.

There is no change to the amendment to General Fund Revenues. Net amendment to General Fund expenditures decreased of \$46,906.

Staff Recommendation

Staff recommend approval of the Amended Budget.

RESOLUTION NO. _____

A RESOLUTION TO ADOPT THE FISCAL YEAR 2024 AMENDED BUDGET FOR EACH FUND OF THE CITY OF CLARKSTON, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS, AND PROHIBITING EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE, AND FOR OTHER PURPOSES.

WHEREAS, sound governmental operations require a budget in order to plan the financing of services for the residents of the City of Clarkston; and

WHEREAS, Title 36, Chapter 81, Article 1 of the Official Code of Georgia Annotated (OCGA) requires a balanced budget for the City’s fiscal year, which runs from January 1st to December 31st of each year; and

WHEREAS, the Mayor and City Council of the City of Clarkston have reviewed the Proposed FY 2024 budget which includes the FY2024 AMENDED BUDGET data as presented by the City Manager; and

WHEREAS, each of these funds is a balanced budget, so that anticipated revenues and other financial resources for each fund equal the proposed expenditures or expenses; and

WHEREAS, the Mayor and City Council desire to adopt this proposal as the Amended Fiscal Year 2024 Annual Budget, effective from January 1, 2024 through December 31, 2024.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Clarkston, Georgia, as follows:

Section 1. The Amended Fiscal Year 2024 Budget, attached hereto and incorporated herein by reference is hereby adopted as the Amended Budget for the City of Clarkston, Georgia for Fiscal Year 2024, which begins January 1, 2024 and ends on December 31, 2024.

Section 2. The several items of revenues, other financial resources, and sources of cash shown in the budget for each fund in the amounts shown anticipated are hereby adopted, and 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. The “legal level of control” as defined in OCGA §36-81 is set at the department level, meaning that the City Manager is authorized to move appropriations

from one line item to another within a fund, but under no circumstances may expenditures or expenses exceed the amount appropriated for a fund without a further budget amendment approved by the City Council.

Section 4. All appropriations shall lapse at the end of the fiscal year.

Section 5. This Resolution shall be and remain in full force and effect from and after its date of adoption.

SO RESOLVED this _____ day of _____ 2024.

CLARKSTON CITY COUNCIL

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell
City Clerk

Approved as to Form:

Stephen Quinn

Stephen G. Quinn
City Attorney

CITY OF CLARKSTON

ITEM NO: 6K

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: November 26, 2024

SUBJECT: To discuss allocating \$7000 from the FY 2025 adopted budget/Community Action Budget to the Tell Me a Story Festival in partnership with CDF Action.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

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

PURPOSE: To discuss allocating \$7000 from the FY 2025 adopted budget/Community Action Budget to the Tell Me a Story Festival in partnership with CDF Action.

NEED/ IMPACT: During the FY 2025 budget hearings, staff made the recommendation that the Tell Me A Story Festival not be funded this upcoming budget year. Although CDF Action has done some wonderful things for the children and youth in our community, they have participated in other city events such as Trunk or Treat, Juneteenth, and the Mayor’s Tots Townhall, and they have been working with the city for the past 11 years. The City and CDF Action have been the co-sponsors of the festival since its inception. However, CDF can apply for funding through the adopted Community Action Budget which has \$100,000 allocated for nonprofit organizations that serve Clarkston’s residents to apply through a new grant funded program with the City of Clarkston for up to a certain grant amount. The intent is to create a fair process for all eligible nonprofits to get funds from the city and not focus on just one organization.

The details of the grant program are still being formulated but city staff expect to have the program eligibility forms and grant award amount complete before the end of December. Staff presented a balanced budget that was adopted by the City Council on November 7, 2024. If this \$7000 is approved for the Tell Me a Story Festival, then staff recommends it be taken from the \$100,000 grant program allocation which will result in a reduction to the line item.

RECOMMENDATION: Staff does not recommend approval.

CITY OF CLARKSTON

ITEM NO: 6L

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: November 26, 2024

SUBJECT: To discuss allocating an additional \$5000 from the FY 2025 adopted budget/Community Action Budget to the Clarkston Community Center (rental venues) for a total of \$20,000.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

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

PURPOSE: To discuss allocating an additional \$5000 from the FY 2025 adopted budget/Community Action Budget to the Clarkston Community Center (venue rentals) for a total of \$20,000.

NEED/ IMPACT: During the FY 2025 budget hearings, staff made the recommendation that the allocation to the Clarkston Community Center (venue rentals) be reduced from \$20,000 in FY 2024 to \$15,000 in FY 2025. The rationale for the reduction is that with our new city administrative office located at 736 Park North Blvd, city staff may not need to use the Clarkston Community Center as much in 2025 because the city will have our own large meeting space to hold training sessions and/or possibly some community meetings.

Staff presented a balanced budget that was adopted by the City Council on November 7, 2024, with the current adopted budget amount of \$15,000 for the Clarkston Community Center. If there an increase of \$5000 for a new total of \$20,000, then staff recommends a reduction in the Community Action Budget Grant Program Line Item, which is currently funded at \$100,000 so this will cause a reduction in that line item.

RECOMMENDATION: Staff does not recommend approval.

CITY OF CLARKSTON

ITEM NO: 6M

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: November 26, 2024

SUBJECT: To discuss an ordinance to amend City Code Chapter 14 regarding personnel; to specify department heads and provide for administration of city departments; to provide for an administrator of human resources; and to repeal conflicting ordinances.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

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

PURPOSE: To discuss an ordinance to amend City Code Chapter 14 regarding personnel; to specify department heads and provide for administration of city departments; to provide for an administrator of human resources; and to repeal conflicting ordinances.

NEED/ IMPACT: The City Charter Section 3.02(d)(1) vests the City Manager with the authority to appoint, suspend and remove all city employees and administrative officers. The Charter Section 3.02(d)(2) vests the City Manager with authority and responsibility to direct and supervise the administration of all departments, offices and agencies of the City. This amendment is needed to facilitate the City Manager’s supervision and direction of the administration of City Government by means of this ordinance.

RECOMMENDATION: Staff recommends approval of the amendment to City Code Chapter 14.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CITY CODE CHAPTER 14 REGARDING PERSONNEL; TO SPECIFY DEPARTMENT HEADS AND PROVIDE FOR ADMINISTRATION OF CITY DEPARTMENTS; TO PROVIDE FOR AN ADMINISTRATOR OF HUMAN RESOURCES; AND TO REPEAL CONFLICTING ORDINANCES.

WHEREAS, City Charter Section 3.02(d)(1) vests the City Manager with the authority to appoint, suspend and remove all city employees and administrative officers; and

WHEREAS, City Charter Section 3.02(d)(2) vests the City Manager with the authority and responsibility to direct and supervise the administration of all departments, offices and agencies of the City; and

WHEREAS, the City Council desires to facilitate the City Manager’s supervision and direction of the administration of City Government by means of this ordinance.

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

SECTION 1. Existing Section 14-2 of the City Code is hereby repealed and replaced with the following text:

“Section 14-2. Administrator of Human Resources.

The city manager may designate a qualified employee of the city or contractor engaged by the city as administrator of human resources. The administrator of human resources shall administer all human resources functions of the city under the direction of the city manager and shall maintain personnel records for all city employees in a manner consistent with state and federal law and regulations.”

SECTION 2. Existing Section 14-3 of the City Code is hereby repealed and replaced with the following text:

“Section 14-3. Department Heads.

- a) The following positions shall be considered “department heads” for the purpose of executing the administrative functions of the city:
 - 1. Chief of Police
 - 2. Finance Director
 - 3. Director of Planning/Economic Development
 - 4. City Clerk
 - 5. Director of Human Resources & Risk Management
 - 6. Chief Court Clerk
 - 7. Director of Communications

- 8. Director of Parks and Recreation
- 9. Diversity, Equity & Inclusion Officer
- 10. Director of Public Works

b) All department heads shall be directly supervised by the city manager and shall supervise their department pursuant to the direction of the city manager. In the absence of any department head, the city manager or his/her designee shall temporarily serve as the head of such department. Department heads (except for the city clerk) serve at the pleasure of the city manager, subject to the provisions of this chapter regarding the merit system. Pursuant to the city charter, the city clerk is recommended by the city manager but appointed directly by the city council.”

SECTION 3. All prior ordinances and portions of ordinances inconsistent with this ordinance are hereby repealed.

SECTION 4. This ordinance shall become effective immediately upon its adoption by the City Council and signature by the Mayor.

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

CITY OF CLARKSTON

ITEM NO: 6N

WORK SESSION / CITY COUNCIL MEETING

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Review/Discussion

MEETING DATE: November 26, 2024

SUBJECT: To discuss the proposed 2025 City Council Regular Meeting and Work Session dates.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

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

PURPOSE: To review and discuss the proposed 2025 City Council Regular Meeting and Work Session dates.

NEED/ IMPACT: Annually the City Council Work Session and Regular Meetings dates are reviewed and discussed for approval.

RECOMMENDATION: N/A



2025 CITY COUNCIL MEETINGS SCHEDULE

3921 CHURCH STREET CLARKSTON, GA 30021

(404) 296-6489 * WWW.CLARKSTONGA.GOV

MEETING DATES	MEETING TYPE & NOTES
JANUARY 7 JANUARY 14	WORK SESSION REGULAR COUNCIL MEETING
JANUARY 28 FEBRUARY 4	WORK SESSION REGULAR COUNCIL MEETING
FEBRUARY 25 MARCH 4	WORK SESSION REGULAR COUNCIL MEETING
MARCH 25 APRIL 1	WORK SESSION REGULAR COUNCIL MEETING
APRIL 29 MAY 6	WORK SESSION REGULAR COUNCIL MEETING
MAY 27 JUNE 3	WORK SESSION REGULAR COUNCIL MEETING
JUNE 18	SPECIAL CALLED MEETINGS - WEDNESDAY, JUNE 18 MILLAGE RATE PUBLIC HEARINGS AT 10:00AM & 6:30PM
JUNE 26	SPECIAL CALLED MEETING – THURSDAY, JUNE 26 MILLAGE RATE PUBLIC HEARING AND ADOPTION AT 6:00PM
JUNE 26	WORK SESSION – THURSDAY, JUNE 26 AT 7:00PM
JULY 1 JULY 29	REGULAR COUNCIL MEETING WORK SESSION
AUGUST 7	REGULAR COUNCIL MEETING - THURSDAY, AUGUST 7 <i>(DUE TO NATIONAL NIGHT OUT ON TUESDAY, AUGUST 5)</i>
AUGUST 26	WORK SESSION
SEPTEMBER 2 SEPTEMBER 30	REGULAR COUNCIL MEETING WORK SESSION
OCTOBER 7	REGULAR COUNCIL MEETING
OCTOBER 28	SPECIAL CALLED MEETING AT 6:00PM FY 2026 1 ST BUDGET PUBLIC HEARING
OCTOBER 28	WORK SESSION AT 7:00PM
NOVEMBER 6	REGULAR COUNCIL MEETING – THURSDAY, NOVEMBER 6 <i>(DUE TO THE ELECTION ON TUESDAY, NOVEMBER 4)</i> FY 2026 2 ND BUDGET PUBLIC HEARING AND ADOPTION
NOVEMBER 25 DECEMBER 2	WORK SESSION AT 7:00PM REGULAR COUNCIL MEETING

CITY OF CLARKSTON

ITEM NO: 60

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: November 26, 2024

SUBJECT: To review and discuss the date(s) for the 2025 Mayor, Council, and Staff Retreat.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

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

PURPOSE: To review and discuss the date(s) for the 2025 Mayor, Council, and Staff Retreat

NEED/ IMPACT: Annually city management, city department heads and the mayor and city council convene at a location to discuss the mission and goals of the city. This meeting/workshop allows leadership to review accomplishments from the previous year and to establish program goals and strategies for the upcoming year. In order to allow for more time to discuss important items, staff could like the Mayor and City Council to consider holding the retreat for 2 days rather than just on 1 day.

RECOMMENDATION: N/A