

Mayor Beverly H. Burks Councilmembers:

Debra Johnson-Vice Mayor
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-RVmqGQYXQi_10g

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

CITY OF CLARKSTON

ITEM NO: 4A

CITY COUNCIL MEETING

HEARING TYPE: Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE: Discussion

MEETING DATE: November 26, 2024

<u>SUBJECT:</u> 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

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

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

The Standing Advisory Committees are Public Safety and Legal Committee; Transportation and Environment Committee; Housing and Infrastructure Committee; Community Development and Civic Innovation Committee; Business and Economic Development Committee; and 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 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 dieticians 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 cityrun 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.
- 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:

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

MEETING TYPE: Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Discussion

PUBLIC HEARING: □YES ⊠ NO

MEETING DATE: November 26, 2024

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

DEPARTMENT: CITY ADMINISTRATION

PRESENTER CONTACT INFO: Dr. Dwight L. Baker

PHONE NUMBER: 404.824.8135

ATTACHMENT: ⊠YES □NO

PAGES:

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:

- o The Ashley Wilson Act provides that benefits payable pursuant to the Ashley Wilson Act are not subject to Georgia income tax.
- O 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):

Combined Lump Sum Diagnosis	ing for and agreeing to purchase the <u>First Responder PTS</u> Benefit and PTSD Disability (Income Replacement) Benefit unle	
the following option is checked.		
	Sum PTSD Diagnosis Benefit Only* (Alone, this coverage does NO Wilson Act. Leave BLANK if you want the full coverage.)	ЭT
current premiums established by th	cically renews at each anniversary of the effective date, based on the Program Administrator. Coverage may be terminated in accordance remination of membership in a GIRMA Fund.	
On behalf of	[Name of Participating Employer],	
County, Georgia, I submit this A	plication 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: <u>Program Administrators</u> 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 <u>Program Administrator(s)</u>. MetLife is prohibited from sharing individually identifiable information about claims and benefits with the <u>Program Administrators</u> without an express written authorization from the First Responder. However, <u>Program Administrators</u> may learn about claims or benefits from a First Responder or someone acting on behalf of the First Responder. <u>Program Administrators</u> may share this information with other <u>Program Administrators</u> and MetLife as they deem appropriate for the operation of the <u>Program.</u>

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:
 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. The [Insert title of Chief Officer] of Public Entity is designated as Public Entity's representative to GIRMA for purposes of Fund participation. Public Entity may change its representative by making a written request to Georgia Municipal Association, Inc., the Program Administrator for GIRMA This resolution shall be effective on the date of adoption.
Adopted this day of 20 [Name of Public Entity]
By:,
Attest:

[Print Name of Person Authorized to Attest, Title]

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:		
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:		\$2,368.00

Lump Sum PTSD Diagnosis Benefit and PTSD Disability Benefit



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:	

Just FY1





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)?

The Ashley Wilson Act (the Act or HB 451) requires all public entities in Georgia to offer a 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 onceper-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

ACCG GEORGIA MUNICIPAL ASSOCIATION

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.



- 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.



- 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

ACCG FASSOCIATION

- 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 <u>GFRPTSD@lockton.com</u> 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

CITY COUNCIL WORK SESSION

MEETING TYPE: Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Discussion

MEETING DATE: November 26, 2024

<u>SUBJECT:</u> 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.

FOR GMEBS USE ONLY

DECLARATION EFFECTIVE DATE

01/01/2025

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

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

1A. Regular Employees - The Employer requests the following benefits for all Regular Employees (as

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.

XHealth	X Dental	X Vision	
benefits for all active elected or appoin	ted members of the E	Ithority – The Employer requests the following mployer's Governing Authority. This would Municipal Judges unless identified as being	
XHealth	X Dental	X Vision	
Exclude from Benefits: (EMPLOYER FILL IN BOX WITH "X")			
Chief Legal Officer	Associate Legal Offic	er 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.]

SE	<u> </u>	2. EMPLOYEE E				
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work the v need follo Note offer	ker to be waiting ded for wing me: The	ne an ACA Full-Time period: 1) starts a coverage to be efforth if the worker Employer's waiting the Employer (i.e.,	ne Employee base at the end of the in fective no later th did not start on th period must be t health, dental, lif	" pursuant to Section 1.0 ed on Hours of Service of nitial measurement perior an 13 months from the done first day of the month. The same for all GMEBS e, short term disability, enentation waiving the states."	during an initial measurd, and 2) must be should be shou	urement period, ortened as t day of the moverages
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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/, 20	Commission of the City of <u>CLARKSTON</u> , Georgia this _	day of
Attest:	CITY OF	,GEORGIA
Signature of City Clerk	Signature of Mayor	
Print Name of City Clerk (SEAL)	Print Name of Mayor	

F	lease do not write below this line (for GMEBS USE ONLY)
Program Administrator the Subject to the applicable Plan(s), the effective date	ng Employer Declaration and Application are approved by the GMEBS Life & Health lis day of, 20 terms of the GMEBS Life and Health Program Participation Agreement and the e of the coverages (or any change in coverage) as reflected in this Employer ion will be the date shown under "Declaration Effective Date" on the first page of this
	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

<u>SUBJECT:</u> 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

<u>PURPOSE</u>: 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.

<u>NEED/ IMPACT</u>: 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 Cresent 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.

Bidding Company:		
Company Rep:		
Project Name:		
<u>II</u>	TEM DESCRIPTION	<u>LUMP SUM</u>
	Drainage Improvements – Project #1	
	Drainage Improvements – Project #2	
	Drainage Improvements – Project #3	
	GRAND TOTAL	
	UKAND TOTAL	
SIGNATURE:	DAT	F.

	Bidding	Company:
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Company Rep:

ITEM NO.	DESCRIPTION	U/M	QTY	UNIT COST	EXTENDED COST
150-1000	TRAFFIC CONTROL	LS	LUMP		
210-0100	GRADING COMPLETE (reference Letter A)	LS	LUMP		
310-1101	GR AGGR BASE CRS, INCL MATL	TN	11		
441-0014	DRIVEWAY CONCRETE, 4 IN. TK (reference Letter E)	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 (reference Letter D)	LF	132		
550-1445	CORRUGATED ALUMINIZED COATED METAL PIPE (ALCMP), TP 2, 24 IN, H 1-10 FT. DEPTH (reference Letter D)	LF	75		
550-1450	CORRUGATED ALUMINIZED COATED METAL PIPE (ALCMP), TP 2, 48 IN, H 1-10 FT. DEPTH (reference Letter D)	LF	94		
643-8200	BARRIER FENCE (ORANGE); 4 FT.	LF	310		
643-8300	WOODEN FENCE, 6 FT HEIGHT WITH 2 GATES (reference Letter B)	LF	160		
668-1100	SINGLE WING CATCH BASIN, GP 1 (reference Letter G)	EA	1		
668-2100	DROP INLET, GP 1; 9031D (reference Letter C)	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		
				Section Total	
	PERMANENT EROSION	N CON	TROL		
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		
				Section Total	
	TEMPORARY EROSION	N CON	TROL		
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		
				Section Total	
	Contingency Cost				\$10,000.00
	Grand Total (Section Totals + Contingency)				

	Bidding	Company:
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Company Rep:

ITEM NO.	DESCRIPTION	U/M	QTY	UNIT COST	EXTENDED COST
150-1000	TRAFFIC CONTROL	LS	LUMP		
210-0100	GRADING COMPLETE (reference Letter A)	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 (reference Letter D)	LF	102		
643-1132	CH LK FENCE, ZC COAT, 4 FT (reference Letter C)	LF	50		
668-1100	SINGLE WING CATCH BASIN (reference Letter B)	EA	1		
				Section Total	
		Contingency Cost			
	Grand Total (Section Totals + Contingency)				

Bidding	Company:
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Company Rep:

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

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. <u>SCOPE OF WORK.</u> 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. <u>ENTIRE AGREEMENT.</u> 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.** <u>TIME.</u> 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. <u>DIFFERING SITE CONDITIONS.</u>** 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. <u>INSPECTION OF THE WORK</u>. 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. <u>SITE ACCESS AND RIGHTS OF WAY.</u> 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. <u>REPORTS AND SURVEYS.</u> 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. <u>PERMITS, LICENSES AND REGULATIONS.</u> 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. <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. 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. <u>TERMINATION.</u> 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. <u>INDEMNIFICATION.</u>** 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. <u>STANDARD OF CARE.</u> 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. <u>ASSIGNMENT</u>. 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:

(T	TV	1	0	F	C	L.A	R	K	S	Γ()	1	J

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 ASCOPE 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 Cresent 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-

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 biweekly 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 prequalified.

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

EXHIBIT BCONTRACTOR'S COST PROPOSAL (ATTACHED)

Bidding Company: A+5 Paving, Inc.

Company Rep: Lisa Wooten

ITEM NO.	DESCRIPTION	U/M	QTY	UNIT COST	EXTENDED COST
150-1000	TRAFFIC CONTROL	LS	LUMP	1500.00	1500.00
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	130.00	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	1705.00
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	
668-2100	DROP INLET, GP 1; 9031D (reference Letter C)	EA	3	5,500.00	

668-4300	STORM SEWER MANHOLE (BLIND), TP 1	EA	1	55000	5,500.00
668-1110	STORM SEWER MANHOLE (BLIND), TP 1, ADDL. DEPTH, CL 2	LF	8		8,000.00
				Section Total	112,560.00
	PERMANENT EROSIO	N CON	rol		
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	500.00	800.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	25	440	110.00
700-9300	SOD (Bermuda)	SY	450	14.00	6,300.00
				Section Total	8,010.00
	TEMPORARY EROSIO	N CON	TROL		
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
				Section Total	1,750.00
			Co	entingency Cost	\$10,000.00
		(S	ection Tota	Grand Total als + Contingency)	132,320.00

EXHIBIT CTIME 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 DRISK 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

Minimum \$1,000,000.00/claim

Commercial General Liability - \$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: Federal Work Authorization User Identification Number (not Taxpayer ID) At 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. Ctober 21, 2024 in Lithopia (city) GA (state) Signature of Authorized Owner/Officer isa Wooten Printed Name and Title of Authorized Owner/Officer



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

<u>SUBJECT:</u> 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 ☒ NO
ATTACHMENT: ⊠YES □NO PAGES: 10	PRESENTER CONTACT INFO: Larry Kaiser, P.E. PHONE NUMBER: 404-909-5619

<u>PURPOSE:</u> 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



Mayor Beverly H. Burks

City Council

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

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 AFFIDAN	/IT AND CEPTIFICATION
LOCAL GOVERNIVIENT AFFIDAY	TI AND CERTIFICATION
,(Name), the	(Title), on behalf of
(Local nformation given herein is true to the best of his/her knowledge a ead and understands the LMIG General Guidelines and Rules and that	
cocal government further swears and certifies that it has read ar O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § cenalties (O.C.G.A. § 36-80-23), and the Local Government Budgets are with said provisions. Local government further swears and certifies the local government's Project List are dedicated public roads and are government further swears and certifies that it complied with fed completion of the project(s), it met the match requirements as state 240).	§ 36-70-20, et seq.), Immigration Sanctuary Policies; prohibition; and Audits Act (O.C.G.A. § 36-81-7 et seq.) and will comply in full nat the roads or sections of roads described and shown on the part of the Public Road System in said county/city. Local eral and/or state environmental protection laws and at the
Further, the local government shall be responsible for any claim, dama or omissions related to the designs, drawings, specifications, work government pursuant to this Application ("Loss"). To the extent providend indemnify the DEPARTMENT and the State of Georgia from all suit	k and other services furnished by or on behalf of the local ed by law, the local government further agrees to hold harmless
f the local government fails to comply with these General Guidelines as or fails to cooperate with the auditor(s) or fails to maintain and retain or fails to cooperate with the auditor(s) or fails to maintain and retain reimbursement of the LMIG funds. Furthermore, if in the estailure(s) due to poor workmanship, the use of substandard not construction guidelines as set forth herein, the Department may pursuallocated LMIG funds or prohibit local government from participating of address the deficiencies or reimbursement is made. All projects in with the Department's Standard Specifications of Transportation Systemion), and Special Provisions.	ain sufficient records, the DEPARTMENT may, at its discretion, m in the future and may pursue any available legal remedy to timation of the DEPARTMENT, a project shows evidence of naterials, or the failure to follow the required design and the any available legal remedy to obtain reimbursement of the g in the LMIG program until such time as corrections are made dentified on the Project list shall be constructed in accordance
ocal Government:	- Voxify Number
(Sizostano)	E-Verify Number
(Signature)	Sworn to and subscribed before me,

LOCAL GOVERNMENT SEAL (required):

My Commission Expires:

(Print)

_____ (Date)

Mayor / Commission Chairperson

NOTARY PUBLIC SEAL (required):

This _____, 20____.

In the presence of:

NOTARY PUBLIC

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 seg. 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

Form Date - May 10, 2024

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:						
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: tsjones@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 t mobilization/tack etc included in ea	/paving fabric/milling	/				









12/3/2024

CLARKSTON

LMIG PROJECT HISTORY

FY18-25

LMIG FY	PROJECT NAME	PROJECT LIMITS/DESCRPTION	STATUS
18/19/20	Rowland Street Road Diet	 Market St to North Indian Creek; Rogers St from Market to NIC Resurfacing, drainage, stormwater enhancements, new granite curb, signage and striping 	• Completed August 2022 • Exceeded 30% local match
21	Resurfacing 2 City Streets	 Vaughan St, Clarkston Industrial Blvd and Carroll Park Drive Milling and Resurfacing 	Completed August 2022 Exceeded 30% local match
22	Church St and Lovejoy St. Sidewalks	 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 	 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	 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	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	ТО	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

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

<u>PURPOSE</u>: 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 <u>Resolution to Provide</u> <u>Local Match Funding of \$250,000 for the Federal Highway Administration "Safe Streets for All" (SS4A)</u> 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.

1. Federal Award No.

693JJ32540140

4. Award To

City of Clarkston 1055 Rowland Street Clarkston, GA 30021

Unique Entity Id.: E7UFKPTG1ND5

TIN No.: 58-6003756

6. Period of Performance

Effective Date of Award – 21

months

8. Type of Agreement

Grant

10. Procurement Request No.

HSA240069PR

12. Submit Payment Requests To

See Article 5.

14. Description of the Project

Development of a Citywide Vision Zero Safety Action Plan that will evaluate the most significant roadway safety concerns, diagnose these issues followed by assessing low-cost and high-impact strategies and then prioritizing future implementation projects focusing on all users of the city transportation system. The community engagement program will address equity, inclusiveness and diversity where 100% of the residents in the study area are shown to have historically and equity disadvantaged indicators; the city of Clarkston is a designated resettlement city and roughly 60% of Clarkston's population are refugees from over 59 different countries

2. Effective Date

See No. 16 Below

3. Assistance Listings No. 20.939

5. Sponsoring Office

U.S. Department of Transportation Federal Highway Administration

Office of Safety

1200 New Jersey Avenue, SE

HSSA-1, Mail Drop E71-117

Washington, DC 20590

7. Total Amount

Federal Share: \$1,000,000 Recipient Share: \$250,000

Other Federal Funds: \$0 Other Funds: \$0

Total: \$1,250,000

9. Authority

Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL")

11. Federal Funds Obligated

\$1,000,000

13. Accounting and Appropriations Data

RECIPIENT

15. Signature of Person Authorized to Sign

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature Date

Signature Date

Name: Beverly H. Burks Name: Hector Santamaria Title: Mayor Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Clarkston, Georgia (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Greater Clarkston SS4A Vision Zero Safety Action Plan

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program,", which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Greater Clarkston SS4A Vision Zero Safety Action Plan

Application Date: October 24, 2023

2.2 Award Amount.

SS4A Grant Amount: \$1,000,000.00

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Greater Clarkston SS4A Safety Action Plan

Narrative

The scope of the Vision Zero Safety Action Plan will place specific focus on the only north-south corridor in the city; North Indian Creek/Montreal Road, which has an average daily traffic of over 20,000. All intersections on this multi-jurisdictional roadway system will be assessed. Other census tract areas with accident histories less than the statewide average within the study boundaries will be analyzed albeit to a lesser extent. The underserved community, where 100% of the census tracts located on this corridor have high disadvantaged indicators, rely on this corridor and associated intersections for a safe commute to school, recreation and jobs. Safety analysis will assess existing conditions and historical trends, including a set of metrics which are tied to several key performance indicators, will be developed to provide a baseline level of crashes involving fatalities and serious injuries on the North Indian Corridor and corridor intersections and across the city.

The planning structure will include oversight of the Action Plan development, implementation, and monitoring of future projects once funding is obtained. This committee will utilize the metrics instituted for reporting purposes to city council and FHWA. The metrics will also allow for the planning committee staff to determine if adjustments are necessary to the future implemented projects to satisfy the Vision Zero Safety Action Plan Goals and Objectives. Collaboration and engagement with the public and private sector considers the extensive multi-language and underserved community that exists in the study boundary area. Non-traditional outreach efforts that satisfy FHWA's guidelines will be applied to encourage the "raising of unheard voices". "Outside the box" approaches, such as using "AI" (artificial intelligence), to turn important qualitative data derived from the community that could help to make collective decisions far more quickly and effectively. Equity considerations, using inclusive and representative processes will be implemented.

The Vision Zero Safety Action plan will assess all current and proposed policies, plans, guidelines, and development standards so as to identify opportunities to prioritize vehicular and pedestrian safety.

The Action Plan will prioritize deployment of mitigation strategies and countermeasures during the project selection process. Innovative practices and technologies will be applied in collecting data and project identification.

The City has committed to producing an annual report to ensure accountability for fully implementing the Vision Zero Safety Action Plan. The final presentation for the Vision Zero Safety Action Plan to City Council and Mayor will include a recommendation of one, or both, of the following: (1) the target date for achieving zero roadway fatalities and series injuries, OR (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and series injuries.

The project will be completed in one phase as follows:

Base Phase: Pre-NEPA: Vision Zero Safety Action Plan Tasks

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	NA
Planned Draft Plan Completion Date:	03/31/2026
Planned Final Plan Completion Date:	06/30/2026
Planned Final Plan Adoption Date:	07/31/2026
Planned SS4A Final Report Date:	09/30/2026

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$1,000,000
Other Federal Funds:	\$0.00
State Funds:	\$0.00
Local Funds:	\$250,000
In-Kind Match:	\$0.00
Other Funds:	\$0.00
Total Eligible Project Cost:	\$1,250,000

ARTICLE 4 RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Tammi Saddler Jones Interim City Manager City of Clarkston, Georgia

4.2 Recipient Key Personnel.

Name	Title or Position		
Larry Kaiser, PE	Contracted City Engineer		
Yolanda McGee	DEI Officer		
Tammi Saddler Jones, ICMA-CM	Interim City Manager		
Lisa Cameron, MPA, CPM	Planning & Economic Development Director		
Marcus Seaton	Interim Public Works Director		
TBD	Finance Director		

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – Georgia Agreement Officer's Representative (AOR) 75 Ted Turner Drive SW Suite 1000 Atlanta, Georgia 30303 404-562-3630 Georgia.FHWA@fhwa.dot.gov and

Sarah Lamothe Georgia Division Lead Point of Contact Safety & Operations Specialist 75 Ted Turner Drive SW Suite 1000 Atlanta, Georgia 30303 404-562-3934 sarah.lamothe@dot.gov

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308(f)(6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2. The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the Vision Zero Safety Action Plan will be made publicly available and agrees that it will publish the final Vision Zero Safety Action Plan on a publicly available website.
- 6.5 There are no other special grant requirements.

ATTACHMENT A PERFORMANCE MEASUREMENT INFORMATION

Study Area: Greater Clarkston Area

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Equity [for all Grants]	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs [for all Grants]	of each eligible project carried out using	
Lessons Learned and Recommendations [for all Grants]	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

Scope: The scope provided in 3.1, <u>Summary of Project's Statement of Work</u>, provides greater detail on the proposed scope of work for the SS4A Vision Zero Safety Action Plan. The "300 word" limit in the grant package provided limited opportunity to describe the approach.

Schedule: The application indicated a 12-month project duration with a start date of 3/1/2024 and completion date of 2/29/2025. The City of Clarkston experienced a delay in completing the template agreement which will result in a project anticipated start date of 1/1/2025 and a completion date of 9/30/2026; a 21-month project duration as opposed to a 12-month duration.

Budget: NA

The table below provides a summary comparison of the project budget.

	Application		Section 3.3	
Fund Source	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. (Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. (Identify the relevant programs, plans, or policies in the supporting narrative below.)
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. (Identify the relevant investments in the supporting narrative below.)
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. (Identify the new or improved access in the supporting narrative below.)
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. (Identify the new or improved access in the supporting narrative below.)
X	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

SS4A Equity/Inclusion

The city of Clarkston is committed to Equity, Diversity and Inclusion. The goal of the city is to ensure every citizen of the city of Clarkston can be included in the decision-making process. Diversity, Equity, and Inclusion aims to strengthen collaboration and inclusive connection between city government and community. Long term the aim is to produce broad systems change by building a shared standard of practice for equitable commitment engagement across city government. The city of Clarkston is committed to ensuring all citizens have the right to be informed of the projects going on within the city. The city of Clarkston is an underserved community as Clarkston residents are 30.9% below the poverty line, and the child poverty rate is 47.0%. 58.9% of Clarkston residents speak a non-English language at home. Safe transportation is vital as so many of Clarkston residents do not speak English.

The city of Clarkston commitment to Equity, Diversity and Inclusion includes ensuring information presented to the residents in a language they can read and write. To engage all residents of Clarkston in the safety of transportation within the city. The city is committed to engaging stakeholders in transportation projects within the city. Residents and stakeholders will be informed using the city's website, digital sign, social media and signage posted throughout the city. The city is committed to transparency and informing residents every step of the way with project progress.

The city will review current policies as well as develop new policies should the need arise out of reviews. Utilizing Equity best practices to work collaboratively with city departments, community partners, and other institutions to understand institutional racism, eliminate racial inequity, and improve outcomes for all, while paying closer attention to communities who are worse off.

As for November 2023, the city has hired a Diversity, Equity, Inclusion Officer to develop the necessary policies, procedures and outreach programs to support not only the SS4A program but more importantly a citywide approach to DEI implementation.

ATTACHMENT D CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with "X" in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. (<i>Identify the plan in the supporting narrative below.</i>)
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. (<i>Identify the plan in the supporting narrative below.</i>)
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. (<i>Identify the plan in the supporting narrative below.</i>)
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. (<i>Identify the tool(s) in the supporting narrative below.</i>)
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. (Describe that shift in the supporting narrative below.)
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. (Describe those strategies in the supporting narrative below.)
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. (Describe the incorporated infrastructure in the supporting narrative below.)
X	The Project supports the installation of electric vehicle charging stations. (Describe that support in the supporting narrative below.)
X	The Project promotes energy efficiency. (Describe how in the supporting narrative below.)
	The Project serves the renewable energy supply chain. (Describe how in the supporting narrative below.)
	The Project improves disaster preparedness and resiliency (Describe how in the supporting narrative below.)
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. (Describe how in the supporting narrative below.)
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. (Describe that infrastructure in the supporting narrative below.)
	The Project supports or incorporates the construction of energy- and location-efficient buildings. (Describe how in the supporting narrative below.)
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. (Describe the materials in the supporting narrative below.)

The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The city of Clarkston installed electric vehicle charging stations in 2023 within the parking lot of its City Hall/Police Department Building. The city adopted a Resolution that supports electric as an "alternate fuel" and is considering programming the purchase of city-owned electric vehicles in the coming budget years.

Through the American Rescue Plan Act (ARPA), the City offered grants to homeowners in the installation of energy-efficient building materials for new or renovation projects through its Weatherization Program.

Environmental Justice will be a task that will be included in the SS4A Planning Grant. This will include expanding cultural awareness and addressing potential language and other cultural barriers during the process of assessing vehicular and pedestrian safety countermeasures.

ATTACHMENT E LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table align with the application:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. (Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. (Describe the relevant provisions in the supporting narrative below.)
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. (Describe the use of registered apprenticeship in the supporting narrative below.)
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. (Describe the training programs in the supporting narrative below.)
x	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. (Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)
x	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. (Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. (Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)

The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. (Describe the equal opportunity plan in the supporting narrative below.) The Recipient has taken other actions related to the Project to create goodpaying jobs with the free and fair choice to join a union and incorporate strong labor standards. (Describe those actions in the supporting narrative below.) The Recipient has not yet taken actions related to the Project to create goodpaying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below. The Recipient has not taken actions related to the Project to improving goodpaying jobs and strong labor standards and will not take those actions under

2. Supporting Narrative.

this award.

As a matter of reference, although this is a Planning & Demonstration Grant, the City offers the following policies and ordinances that have been adopted by city council:

- For (c.), in 2016, the city adopted a "Ban the Box" Fair Hiring Practices Ordinance.
- For (a), (b), and (d), the City incorporates these requirements in all its contracting and professional services contracts.
- The City has also instituted ADA polices/procedures and reporting requirements for all local, federal and state funded projects.
- By Resolution and agreements with various agencies, the City provides supportive services and cash assistance to address systemic barriers to employment as identified in the following:
 - (a) Financial partnership with the Non-Profit "Clarkston Community Center" for ESL classes.

- (b) Financial partnership with the Clarkston Development Foundation for "Clarkston Early Learning Task Force" whose goals and tasks will promote equitable early care and leaning policies, procedures and programs.
- (c) Financial partnership with the Amani Women Center provides tailored programs and services that empower and contribute to the economic security, spiritual, mental, and physical well-being of refugee and immigrant women.

ATTACHMENT F CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

The Recipient demonstrates, prior to the signing of this agreement, effort to	
consider and address physical and cyber security risks relevant to the	
transportation mode and type and scale of the activities.	
The Recipient appropriately considered and addressed physical and cyber	
security and resilience in the planning, design and oversight of the project, as	
determined by the Department and the Department of Homeland Security.	
For projects in floodplains: The Recipient appropriately considered whether	
the project was upgraded consistent with the Federal Flood Risk Management	5
Standard, to the extent consistent with current law, in Executive Order 14030.	,
Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690,	
Establishing a Federal Flood Risk Management Standard and a Process for	
Further Solicit and Considering Stakeholder Input (80 FR 6425).	

2. Supporting Narrative.

NA

CITY OF CLARKSTON

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	ITEM NO: 6F	
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ACTION TYPE:

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

MEETING DATE: November 22, 2024

Discussion

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.

<u>RECOMMENDATION</u>: 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 soliciation. The smaller
ITB - Drainage Improvements (Project #2)					10/22/2024	-	A&S Paving, Inc	\$23,110.00	projects were authorized under the ICM approval level.
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 Audit4 RFQ - Dam Engineering Services

5 ITB - Forty Oaks Vegetation Clearing6 ITB - Norman Road Dam Repairs

7 RFQ - Engineering Consultant

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

CO DECOLVED this

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).

2024

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SO RESOLVED, tills da	2024.
	CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA
ATTEST:	BEVERLY H. BURKS, Mayor
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 Ge	eorgia munic	pal corporation, and Bowman
Moody Enterprises, LLC ("BM	IE"), a Georg	ia limited liability corporation:
WHEREAS, the City is in need of	of procureme	nt 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 THERFORE, 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) <u>Workspace</u>. The City will provide Mr. Moody with workspace at City Hall Annex during all "office hours" contemplated by this Agreement.
- b) <u>Equipment</u>. 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) <u>Prior Agreements</u>. This Agreements supersedes and renders null and void all prior agreements between the parties.
- b) <u>Assignment</u>. This Agreement may not be assigned by either party without the express written consent of the other party.
- c) <u>Amendment</u>. 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: Staphen G	Quinn			
City Attorne	·y			



Pricing

Description	Rate	Qty	Line Total
Procurement Manager	\$3,500.00	6	\$21,000.00
		Subtotal Tax	21,000.00
	Proposal To	tal (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.
- 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

<u>SUBJECT:</u> 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

<u>PURPOSE:</u> 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.

<u>NEED/ IMPACT</u>: 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.

RESOLUTION NO.	
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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 dee 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

Stephen G. Quinn, City Attorney

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/Win/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:	

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 WTITH 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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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."

SO ORDAINED, this	day of	, 2024.
ATTEST:	CITY COUNCIL, CITY OF CLARKSTON, GEORGIA	
By Tomika Mitchell, City Clerk	Beverly H. Bu	rks, Mayor
Approved as to Form:		

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.

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SO ORDAINED, this	dav of	/11/4
	44 01	. 2027

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.
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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 COUNCIL WORK SESSION

	ITEM NO: 6K
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	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

<u>PURPOSE:</u> 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.

CITY OF CLARI	CITY OF CLARKSTON PROPOSED 2024 BUDGET AMENDMENT									
	2023	2024 ADOPTED	2024 ACTUAL AS OF	% OF	Proposed Change Increase/	2024 PROJECTED & AMENDED				
As of October 11, 2024	ACTUAL	BUDGET	11/21/2024	BUDGET	Decrease	BUDGET				
REVENUES										
General Fund	7,532,872	9,224,065	6,328,969	58.3%	22,381	9,246,446	Adjusted Based upon Actual YTD			
Other Funds:										
Federal Seizures Fund	11,064	61,200	101,891	0.4%	103,800	165,000	Adjusted Based Upon Actual YTD			
City Seizures Fund	-	100	-	0.0%		100				
Grants Fund	360,238	1,665,909	426,644	10.5%	171,259	1,837,168	Received LMIG and Greenway Grants			
HOST Fund	70,821	-	-	0.0%		-				
Stormwater Fund	232,280	332,863	65,492	2.1%	12,175	345,038	Adjusted Based upon Actual YTD			
Sanitation Fund	287,718	310,000	215,461	2.0%	8,875	318,875	Adjusted Based upon Actual YTD			
Affordable Housing Trust Fund		-	-	0.0%		-				
ARPA Coronavirus Relief Fund	1,027,392	852,128	419,113	5.4%	122,795	974,923	Adjusted Based upon Actual YTD			
SPLOST Fund	2,481,195	3,386,984	191,027	21.4%	-	3,386,984				
	\$ 12,003,579	\$ 15,833,249	\$ 7,748,598		441,285	\$ 16,274,534				

100.0%

EXPENDITURES							
GENERAL FUND EXPENDITURE	S						_
Administration	1,430,060	1,787,439	1,502,567	11.3%	154,429	1,941,868	Increased cost for Ins & Prof. Sv
Police	2,357,354	3,028,183	2,006,749	20.3%	(261,682)	2,766,501	Salary and gas savings. Incr. Ins
Muncipal Court	407,183	469,095	312,688	0.0%	(64,277)	404,818	
Public Works	1,073,824	1,235,180	823,191	66.6%	(114,053)	1,121,127	
Buildings and Grounds	153,953	539,908	231,156	42.8%	57,874	597,782	
Parks	164,363	278,060	198,661	71.4%	18,356	296,416	
Planning and Development	425,130	781,350	560,040	71.7%	113,379	894,729	
Community Action Projects	56,961	158,000	49,843	31.5%	-	158,000	
Debt Service	744,587	672,000	411,320	61.2%	9,200	681,200	
Capital Projects Fund - General Fund	374,252	274,850	128,265	46.7%	(2,501)	272,349	
Total General Fund Expenditures	7,187,669	9,224,065	6,224,479	67.5%	(89,276)	9,134,789	
_							
Other Funds Expenditures							
Federal Seizures Fund	106,438	61,200	7,500	12.3%	103,800	165,000	1
City Seizures Fund	-	100	-	0.0%	-	100	1
Grants Fund	356,892	1,665,909	426,644	0.0%	171,259	1,837,168	1
ARPA Coronavirus Relief Fund	1,027,142	852,128	492,876	57.8%	122,795	974,923	1
HOST Fund	70,821	-	-	0.0%		-	1
SPLOST Fund	2,481,195	3,386,984	2,301,993	68.0%	142,000	3,528,984	7
Affordable Housing Trust Fund							7
Stormwater Fund	232,320	332,863	212,472	63.8%	(34,030)	298,833	
Sanitation Fund	287,718	310,000	215,461	69.5%	-	310,000	
Total Expenditures - ALL FUNDS	11,750,196	15,833,249	9,881,425	62.4%	416,548	16,249,797	-

General Fund Surplus/(Deficit) 345,203 0 104,491 111,657

EXPENDITURE		CITY OF CLA						
		2023	2024 ADOPTED	2024 ACTUAL AS OF	% OF	Proposed Change Increase/	2024 PROJECTED & AMENDED	
As of October 11, 2024	110 1210 12	ACTUAL	BUDGET	11/21/2024	BUDGET	Decrease	BUDGET	
GENERAL ADMINISTRATION - 10-1		, ,	72.000	52.250	72.60/		72.000	1
Council Salaries Council Health Insurance	511100 512100	72,000 40,746	72,000 52,224	52,250	72.6% 38.6%	(22,224)	72,000	
Council/FICA	512200	4,450	4,464	20,166 3,240	72.6%	(22,224)	30,000 4,464	Adj. based upon actual cost.
Council Medicare	512300	1,041	1,044	758	72.6%		1,044	
Council Retirement	512400	11,801	10,440	7,581	72.6%		10,440	
Council/Travel	523500	7,215	8,000	4,574	57.2%	(1,000)	7,000	
Council/Education/Training	523700	4,251	8,000	3,676	45.9%	(1,000)	7,000	
Council Education Training	323700	7,231	0,000	3,070	43.770	(1,000)	7,000	
Mayor/ Salary	511100	15,000	15,000	12,500	83.3%	_	15,000	
Mayor Health Insurance	512100	9,634	10,284	8,599	83.6%	_	10,284	
Mayor/FICA	512200	930	930	775	83.3%	-	930	
Mayor/Medicare	512300	218	218	181	83.1%	-	218	
Mayor Retirement	512400	2,458	2,175	1,579	72.6%	-	2,175	
Mayor/Travel	523500	737	3,000	1,313	43.8%	(1,000)	2,000	
Mayor/Membership & Dues	523600	1,000		1,000		2,000	2,000	
Mayor Education/Training	523700	765	1,500	1,385	92.3%	_	1,500	
-						-		
Gen Adm/Salaries	511100	534,265	785,496	405,567	51.6%	(266,493)	519,003	To adjust for unfilled positions
Gen Adm/Group Ins	512100	60,936	90,720	65,303	72.0%	18,144	108,864	Adj. based upon actual YTD Cost
Gen Adm/FICA	512200	30,696	48,701	25,030	51.4%	(16,523)	32,178	
Gen Adm/Medicare	512300	7,704	11,390	5,854	51.4%	(3,864)	7,526	Adj. based upon actual YTD Cost
Gen Adm/Retirement	512400	75,438	113,897	82,705	72.6%	-	113,897	
Gen Adm-Unemployment	512600	13,260	-			10,000	10,000	Adj. based upon history cost.
Gen Adm/Work Comp	512700	2,657	5,446	1,766	32.4%	(1,946)	3,500	
Tax Billing/Coll Svc	521100	4,054	4,500	4,056	90.1%	-	4,500	
Gen Adm-Board Elections	521110	7,401	5,500	-	0.0%	2,000	7,500	
City Auditor	521200	50,000	57,500	82,500	143.5%	25,000	82,500	Adj. based upon actual YTD Cost.
City Attorney	521210	108,407	113,000	91,684	81.1%	2,021	115,021	
Gen Adm/Professional	521215	154,626	111,000	415,254	374.1%	359,614	470,614	Incr cost resulting from unfilled position
Computer/Hard& Soft	521300	73,990	83,210	81,345	0.0%	29,404	112,614	Software Update and computer replaceme
Gen Adm/-Repairs/Maint	522200	-	3,000	-	0.0%		3,000	
Equip/Rental/Lease	522320	4,086	4,800	3,159	65.8%	-	4,800	
Prop/Liability Ins	523100	37,859	40,000	30,445	76.1%	24,600	64,600	Increase cost for rental insurance
Communications	523200	3,018	3,600	3,630	100.8%	1,000	4,600	
Postage	523210	2,375	3,600	2,040	56.7%	(1.000)	3,600	
Advertising	523300	3,942	6,000	2,128	35.5%	(1,000)	5,000	
Printing Service	523400	12,833	12,000	7,438	62.0%	(2,000)	10,000	
Travel Dues & Fees	523500	4,945	12,000	5,470	45.6%	(5,000)	7,000	
	523600 523700	29,102 6,505	32,000 10,000	22,213 7,892	69.4% 78.9%	(2,000)	30,000 7,500	
Education Other Miscellaneous Expense	523700	5,796	5,000	9,217	184.3%	5,000	10,000	
Bank/Finance Chgs	523910	8,220	12,400	9,217	80.6%	(404)	.,	
General Supplies	531100	4,421	10,000	7,099	71.0%	1,000	11,000	
Books & Periodcals	531400	7,741	400	7,039	0.0%	(400)	11,000	
Small Equipment	531600	6,664	10,000	10,788	0.0%	2,000	12,000	
Uniform	531700	0,004	1,000	411	41.1%	2,000	1,000	
Other Supplies	531700	2,016	2,000	711	0.0%		2,000	
General Administration Capital	542200	2,010	2,000	<u> </u>	0.070		2,000	
Furniture and Fixtures	542300	_		_				
Computer Equipment	542400			-				
Bad Debt Expense	574000	2,600					_	
TOTALS	577000	1,430,060	1,787,439	1,502,567	84.1%	154,429	1,941,868	

EXPENDITURE		CITY	OF CLARKST	ON PROPOSED	BUDGET MEN	NDDMENT FY	2024
As of October 11, 2024		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 11/21/2024	% OF BUDGET	Proposed Change Increase/ Decrease	2024 PROJECTED & AMENDED BUDGET
DLICE DEPARTMENT - 30-3200							
aries-Full Time	511100	1,216,511	1,627,090	992,698	61.0%	(250,573)	1,376,517
aries-Part Time	511200	-	40,000	-		(20,000)	20,000
rtime	511300	41,755	16,000	50,066	312.9%	44,079	60,079
A Task Force Overtime	511310	45,868	28,000	36,878	131.7%	16,504	44,504
lth Insurance	512100	186,206	272,574	180,624	66.3%	(49,825)	222,749
CA Contributions	512200	78,269	106,088	65,070	61.3%	(11,760)	94,328
dicare Contributions	512300	18,305	24,811	20,462	82.5%	-	24,811
tirement Contribution	512400	227,055	242,308	175,950	72.6%	-	242,308
orkers Compensation Insurance - GMA	512700	62,459	83,555	62,658	75.0%	-	83,555
iforms-Protective Gear	512905	757	4,536	3,038	67.0%	-	4,536
iforms	512910	13,501	21,130	9,024	42.7%	(6,130)	15,000
ofessional Services	521220	3,776	4,280	1,650	38.6%	(1,800)	2,480
lice Admin IT Fee	521300	97,879	103,200	69,868	67.7%	-	103,200
pairs/Maint	522200	49,275	52,500	79,451	151.3%	52,841	105,341
nicle Repairs/Maint	522210	31,267	50,000	46,105	92.2%	2,500	52,500
ip/Rental-Lease	522320	80,366	87,150	34,775	39.9%	(30,420)	56,730
ility Insurance -GIRMA	523100	88,699	96,000	115,479	120.3%	39,479	135,479
nmunications	523200	16,769	21,600	13,569	62.8%	(2,317)	19,283
tage	523210	-	500	51	10.1%	-	500
vertising	523300	702	2,000	-	0.0%	(1,500)	500
nitng	523400	2,616	3,000	1,756	58.5%	(1,000)	2,000
avel	523500	6,021	10,760	3,362	31.2%	(3,760)	7,000
ies & Fees	523600	13,704	20,501	10,932	53.3%	(5,501)	15,000
ucation/Training	523700	5,256	7,000	2,728	39.0%	(2,000)	5,000
her Expense	523910	1,830	2,000	967	48.4%	- 1	2,000
rice Supplies	531100	3,180	3,000	4,051	135.0%	2,000	5,000
oplies-Special Events & Comm Relatons	531120	2,861	8,000	5,543		-	8,000
estigative Supplies - CID	531130	1,338	2,500	1,120	44.8%	-	2,500
nmunity Relations	531140	1,152		2,175		2,500	2,500
, Oil & Diesel	531270	49,483	70,000	8,879	12.7%	(35,000)	35,000
oks & Periodicals	531400	611	400	235	58.8%	-	400
nall Equipment	531600	9,883	17,700	7,584	42.8%	-	17,700
lice - Vehicles	542200	-				-	
otals		2,357,354	3,028,183	2,006,749	66.3%	(261,682)	2,766,501

EXPENDITURE	CITY	CITY OF CLARKSTON PROPOSED BUDGET AMENDMENT FY 2024								
As of October 11, 2024		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 11/21/2024	% OF BUDGET	Proposed Change Increase/ Decrease	2024 PROJECTED & AMENDED BUDGET			
MUNCIPAL COURT - 20-2650					J.			1		
Salaries	511100	187,349	195,117	113,200	58.0%	(48,740)	146,377	Salary Savings		
Part Time Salaries	511200	-		=		•	-	, ,		
Overtime	511300	518	2,000	2,878	143.9%	1,540	3,540			
Health Insurance	512100	29,904	30,240	19,447	64.3%	(6,903)	23,337			
FICA Contributions	512200	11,384	12,221	7,040	57.6%	(3,721)	8,500			
Medicare Contributions	512300	2,662	2,858	2,718	95.1%	442	3,300			
Retirement Contribution	512400	29,315	28,582	23,061	80.7%	-	28,582			
Workers Compensation Insurance - GMA	512700	1,138	986	989	100.3%	14	1,000			
Uniforms	512910	1,251	1,500	817	54.5%	-	1,500			
City Judge	521200	27,600	27,600	18,400	66.7%	-	27,600			
City Solicitor	521210	12,000	12,000	10,000	83.3%	-	12,000			
Public Defender	521215	5,400	9,600	4,800	50.0%	-	9,600			
Professional Services	521220	8,436	9,600	41,349	430.7%	33,600	43,200			
Information Technology Services	521300	27,937	30,631	23,957	78.2%	-	30,631			
Equipment Rental	522320	2,988	3,600	2,536	70.5%	-	3,600			
Communications	523200	1,400	1,560	876	56.1%	-	1,560			
Prinitng	523400	1,459	2,000	144	7.2%	(1,250)	750			
Travel	523500	2,506	6,100	5,444	89.2%	-	6,100			
Dues & Fees	523600	415	765	=	0.0%	-	765			
Education/Training	523700	876	1,785	1,358	76.1%	-	1,785			
Other Expense	523910	183	300	380	126.5%	100	400			
Office Supplies	531100	961	3,000	2,915	97.2%	-	3,000			
Books & Periodicals	531400	-	200	-	0.0%	-	200			
Small Equipment	531600	119	1,000	1,292	129.2%	292	1,292			
A & B Fund	571000	13,863	20,000	8,185	40.9%	(10,000)	10,000	Adjusted based upon Actu		
Training Fund	571010	12,609	20,000	7,500	37.5%	(10,000)	10,000	Adjusted based upon Actu		
Crime Victim Emer Fund	571020	6,929	11,250	3,704	32.9%	(5,250)	6,000			
Crime Victim DUI Fund	571030	78	600	-	0.0%	-	600			
Brain & Spinal Inj Fund	571040	628	1,400	44	3.1%	-	1,400			
Indigent Defense Fund	571060	13,804	22,000	7,616	34.6%	(9,000)	13,000	Adjusted based upon Actu		
Crime Lab Fee	571070	25	600	75	12.5%	(400)	200			
County Drug Treatment	571080	1,928	6,000	616	10.3%	(3,000)	3,000			
Drivers Ed/Tng	571090	1,520	4,000	1,347	33.7%	(2,000)	2,000			
Totals		407,183	469,095	312,688	66.7%	(64,277)	404,818			

EXPENDITURE		Cl	CITY OF CLARKSTON PROPOSED BUDGET AMENDMENT FY 2024							
As of October 11, 2024		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 11/21/2024	% OF BUDGET	Proposed Change Increase/ Decrease	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET		
PUBLIC WORKS - 40-4000										
Salaries-Full time	511100	415,884	503,555	317,541	63.1%	(96,452)	407,103	541,268	Salary Savings	
Salaries - Part time	511200	11,548	21,600	3,987	18.5%	(11,600)	10,000	21,600	Adjusted based upon Actual	
Overtime	511300	12,139	9,000	8,846	98.3%	3,000	12,000	7,000		
Health Insurance	512100	84,976	112,488	77,502	68.9%	(19,486)	93,002	117,936	Adjusted based upon Actual	
FICA Contributions	512200	27,008	33,118	20,398	61.6%	(7,878)	25,240	35,332		
Medicare Contributions	512300	6,316	7,745	4,770	61.6%	(1,842)	5,903	8,263		
Retirement Contribution	512400	93,153	88,821	64,496	72.6%	-	88,821	82,240		
Worker's Compensation	512700	29,013	31,708	29,122	91.8%	-	31,708	28,493		
Uniform Rental	512910	9,082	10,100	8,117	80.4%	-	10,100	8,400		
Professional Services	521215	70,300	55,000	36,500	66.4%	-	55,000	50,000		
Computer Information Technology Support	521300	11,337	10,800	5,811	53.8%	(2,000)	8,800	10,800		
Landfill	522115	5,461	8,000	4,782	59.8%	-	8,000	8,000		
ROW Grass Cutting	522140	105,179	132,275	79,885	60.4%	(18,295)	113,980	150,000	Adjusted based upon Actual	
Repairs/Maintenance	522200	18,723	15,000	38,585	257.2%	35,000	50,000	50,000		
Vehicle/Repairs/Maint	522210	28,237	25,000	32,207	128.8%	18,000	43,000	25,000		
Equipment/Rental	522320	3,916	5,000	4,663	93.3%	1,000	6,000	5,000		
Liability Insurance - GIRMA	523100	9,817	10,000	8,879	88.8%	(1,000)	9,000	10,000		
Communication	523200	4,037	3,900	2,529	64.9%	-	3,900	3,900		
Travel	523500	891	3,000	-	0.0%	-	3,000	3,000		
Membership Dues and Fees	523600	684	750	538	71.7%	-	750	750		
Education and Training	523700	4,678	6,000	1,385	23.1%	(2,000)	4,000	6,000		
Other	523910	454	1,000	1,038	103.8%	500	1,500	1,000		
General Supplies	531100	8,868	10,000	3,204	32.0%	-	10,000	10,000		
Electricity	531230	90,662	97,320	65,884	67.7%	-	97,320	106,260		
Gas, Oil & Diesel	531270	21,254	26,000	2,522	9.7%	(11,000)	15,000	21,000	Adjusted based upon Actual	
Small Equipment	531600	207	8,000	-	0.0%		8,000	4,000		
	542200	-						-		
Note: Capital Expenditure Items are included on	" Capital Pro	ojects" Workshe	et							
TOTALS		1,073,824	1,235,180	823,191	66.6%	(114,053)	1,121,127	1,315,242		

EXPENDITURE	CITY OF	CLARKSTON	PROPOSED B	UDGET AMEN	IDMENT FOR	FY 2024			
				2024		Proposed	2024		
			2024	ACTUAL AS		Change	PROJECTED &	2025	
		2023	ADOPTED	OF	% OF	Increase/	AMENDED	PROPOSED	
As of October 11, 2024		ACTUAL	BUDGET	11/21/2024	BUDGET	Decrease	BUDGET	BUDGET	
BUILDINGS/GROUNDS - 15-1565	5								
Professional Svcs	521215	31,285	35,308	135,197	382.9%	406,928	442,236	35,308	Construction for move to new location
Pest Control	522145	5,729	3,500	4,910	140.3%	2,392	5,892	3,500	
Repairs	522200	25,731	25,000	17,635	70.5%	-5,000	20,000	25,000	
Rental Buildings	522310	-	390,000	-		-352,500	37,500	385,000	Reallocate rental deposit and rent
GIRMA Liability Insurance	523100	10,519	12,000	11,190	93.3%	0	12,000	25,000	
Communications	523200	19,715	19,200	17,659	92.0%	0	19,200	19,200	
Dues and Fees	523600	-	-	-		0		-	
Other Miscellaneous Expense	523910	3,549	3,500	728	20.8%	0	3,500	3,500	
Office Supplies	531100	27,978	19,000	18,067	95.1%	0	19,000	19,000	
Street Signs	531190	6,619	5,500	1,958	35.6%	-2,000		5,500	
Water/Sewer	531210	3,823	4,700	3,219	68.5%	1,300		10,000	
Natural Gas	531220	5,927	7,700	5,205	67.6%	1,300	9,000	7,700	
Electricity	531230	10,027	10,000	12,878	128.8%	5,453	15,453	25,000	
Small Equipment	531600	3,052	4,500	2,510	55.8%	0	4,500	4,500	
Capital-Renovate Police Garage	541200								
Capital-Furn & Fixtures New Bldg	542300								
Capital-Equip/Contingency for AC F									
Capital-Leasehold Improvements	541200								
Contingency for New Buildings	5222000	-	-	-			-	50,000	
TOTALS		153,953	539,908	231,156	42.8%	57,874	597,782	618,208	

As of October 11, 2024		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 11/21/2024	% OF BUDGET	Proposed Change Increase/ Decrease	2024 PROJECTED & AMENDED BUDGET
PARKS 60-6200							
Salaries-Full time	511100	-	71,750	29,615	0%	-	71,750
Salaries - Part time	511200	-	-	-	0%	-	
Overtime	511300	-	-	-	0%	-	
Health Insurance	512100	-	10,080	4,502	0%	-	10,080
FICA Contributions	512200	_	4,449	1,836	0%	-	4,449
Medicare Contributions	512300	-	1,040	429	0%	-	1,040
Retirement Contribution	512400	-	8,303	7,555	0%	1,772	10,075
Worker's Compensation	512700	-	3,588	-	0%	-	3,588
Uniforms	512910		850	144	0%	-	850
Professional Services	521215	20,495	27,500	12,930	47%	-	27,500
Purchased Services - Technical	521300	-		6,440	0%	7,684	7,684
Pool Management	522150	77,775	70,000	75,549	108%	6,000	76,000
Repairs/Maintenance	522200	34,559	35,000	26,644	76%	-	35,000
Equipment Rental	522320	1,117	1,200	875	0%	-	1,200
Communication	523200	2,496	4,300	3,737	87%	700	5,000
Other Purchased Services-Printing	523400	-		129	0%	500	500
Other Purchased Services-Dues & Fees	523600	-		125	0%	500	500
Other Miscellaneous Expense	523910	2,275	1,500	-	0%	-	1,500
General Supplies	531100	7,298	9,000	8,436	94%	1,200	10,200
Water/Sewer	531210	3,534	3,500	1,702	49%	-	3,500
Electricity	531230	14,813	22,000	17,251	78%	-	22,000
Small Equipment	531600	-	4,000	761	19%	-	4,000
Note: Capital Expenditure Items are inclu	ided on " Ca	pital Projects"	Worksheet				
TOTALS		164,363	278,060	198,661	71%	18,356	296,416

EXPENDITURE		CIT	Y OF CLARK	STON PROPO	SED BUDGE	T AMENDME	NT FY 2024	
As of October 11, 2024		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 11/21/2024	% OF BUDGET	Proposed Change Increase/ Decrease	2024 PROJECTED & AMENDED BUDGET	
PLANNING AND DEVELOPMENT - 74-7400								
Zoning & Review Board Stipends	70-511100	900	3,600	750	20.8%	(2,600)	1,000	
Zoning & Review Board Training	70-523700	150	1,000	1,000	100.0%	1,000	2,000	
						-		
Salaries-Reg F/T	74-511100	152,268	390,547	244,982	62.7%	34,666	425,213	Adjusted based upon Actual Cost
Part-Time Salaries	74-511200	1				-		
Overtime	74-511300	-		-		-		
Health Insurance	74-512100	28,813	57,774	37,301	64.6%	(13,013)	44,761	Adjusted based upon Actual Cost
FICA Contributions	74-512200	8,893	24,214	14,769	61.0%	2,149	26,363	
Medicare Contributions	74-512300	2,080	5,663	3,454	61.0%	503	6,166	
Retirement Contribution	74-512400	50,754	56,629	45,690	80.7%	-	56,629	
Workers Compensation	74-512700	1,729	10,428	3,315	31.8%	-	10,428	
Uniforms	74-512910	1	1,500	657	43.8%	-	1,500	
Professional Services	74-521215	50,421	98,000	77,456	79.0%	29,947	127,947	Increase in consultant cost
Building Inspections/Permitting	74-521220	104,163	75,000	82,181	109.6%	53,617	128,617	Adjusted based upon Actual Cost
Computer Software	74-521300		16,000	17,775	111.1%	5,330	21,330	
Vehicle Repair & Maintenance	74-522210	7,004	3,000	137	4.6%	-	3,000	·
Communication	74-523200	2,595	4,320	4,137	95.8%	680	5,000	
Other Expense-Advertising	74-523300	575	1,000	460	46.0%	-	1,000	
Printing Service	74-523400	909	3,000	3,605	120.2%	1,000	4,000	
Travel	74-523500	2,983	7,000	8,201	117.2%	1,300	8,300	
Dues and Fees	74-523600	1,932	2,975	856	28.8%	-	2,975	
Education/Tng	74-523700	4,898	7,700	7,439	96.6%	1,300	9,000	
General Supplies	74-531100	2,015	3,000	1,238	41.3%	-	3,000	
Gasoline & Fuel	74-531270	861	4,000	376	0.0%	(2,500)	1,500	
Small Equipment	74-531600	1,186	5,000	4,261		-	5,000	
TOTALS PLANNING & ZONING		425,130	781,350	560,040	71.7%	113,379	894,729	

EXPENDITURE							
				2024			
			2024	ACTUAL AS			2024 PROJECTED
		2023	ADOPTED	OF	% OF		& AMENDED
As of October 11, 2024		ACTUAL	BUDGET	11/21/2024	BUDGET		BUDGET
COMMUNITY ACTION PROJECTS 10-7600							
Urban Agriculture and Environmental Projects	521200	-	10,000	-		-	10,000
Clarkston Special Events	531120	28,129	50,000	31,737	63.5%	-	50,000
Tell Me A Story Event	573015	6,744	7,000	-	0.0%	-	7,000
Recreation Programs	573060	5,000	10,000	5,000	50.0%	-	10,000
Clarkston Community Center (Venue Rental)	573010	10,000	20,000	10,000	50.0%	-	20,000
Clarkston Community Culture Festival	573040	530	3,500	-	0.0%	-	3,500
Public Arts Program	521215		10,000	2,723	27.2%	-	10,000
Business Economic Development Programs			25,500			-	25,500
Create a Revolving Grant Program						-	
Senior Programs			5,000			-	5,000
Early Learning Task Force	573045	6,559	10,000	383		-	10,000
Health Task Force	573055		2,000			-	2,000
Youth Task Force			5,000	-		1	5,000
TOTAL COMMUNITY ACTION PROJECTS		56,961	158,000	49,843	31.5%		158,000

EXPENDITURE		CITY (OF CLARKST	TON PROPOSED	BUDGET A	MENDME	NT FY 2024	
As of October 11, 2024		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 11/21/2024	% OF BUDGET	Proposed Change Increase/ Decrease	2024 PROJECTED & AMENDED BUDGET	
DEBT SERVICE		11010111	DODGET	11/21/2021	Debal	Decrease	DODGET	
DEBT SERVICE- PRINCIPAL PAYMENTS								
Debt Service-Principal-Bonds (581100)								
Friendship Forest Redevelopment-Principal-Bonds	581100	153,912	155,952	-		-	155,952	Pay off final December 202
						-		
Debt Service-Principal-Capital Leases (581200)						-		
Debt Service-Principal-City Hall Annex	581200	51,712	53,399	39,887	75%	-	53,399	Pay off final April 2027
Debt Service-Principal-10 Police Interceptors Take								
Home Cars	581200	130,983	33,398	33,397	100%	-	33,398	Pay off final March 2024
Public Works Bucket Truck	581200	16,845	17,207	12,780		-		Pay off final March 2028
2023 Lease Three Vehicles- 2-PW & 1-PD	581200	12,367	25,957	19,298		-	25,957	Pay off final April 2028
Capital Lease 2024 Vehicle Purchases	581100					-		To be completed
Subtotal 581200 - Principal on Capital Leases	581200	211,908	129,961	105,363	81%	-	129,961	
Debt Service-Principal-Bonds (581300)						-		
GTIB/SRTA Loan #1	581300	125,656	128,707	107,039	83%	-	128,707	Payoff final March 2033
GTIB/SRTA Loan #2	581300	167,621	170,836	145,506	85%			Payoff final June 2030
Subtotal 581300 - GTIB/SRTA Loans	581300	293,277	299,543	252,545	84%	_	299,543	r ayon illiai Julie 2030
Subtotal 301300 - G11D/SK171 Etails	301300	270,211	277,540	232,343	0470	_	277,540	
Subtotal Debt Service - Principal Payments	581XXX	659,098	585,456	357,908	61%	-	585,456	
· P		,	,	/		-	,	
DEBT SERVICE - INTEREST PAYMENTS						-		
Debt Service-Interest-Bonds						-		
Friendship Forest Redevelopment - Interest	582100	12,399	8,321	4,160	50%	-	8,321	
			,	Í		-	ĺ	
Debt Service-Interest-Capital Leases (582200)						-		
Debt Service-Interest- Capital Lease-City Hall								
Annex	582200	7,312	5,628	4,381	78%		5,628	
Debt Service-Interest-Capital Lease-Take Home								
Cars-10 Ford Interceptors	582200	3,664	265	265	100%	-	265	
Public Works Bucket Truck	582200	1,838	1,477	785		-	1,477	
2023 Lease Two Vehicles-PW &PD	582200	3,058	4,893	4,287		-	4,893	
Capital Lease 2024 Vehicle Purchases	582200					-		To be completed
Subtotal 582200 - Interest of Capital Leases	582200	15,871	12,262	9,718	79%	-	12,262	
Discourse of Discourse						-		
Debt Service-Interest-Other Debt	592200	22.246	20 100	25 270	0.40/	-	20 100	
Debt Service- Interest Payment-GTIB Loan #1	582300	33,246	30,199 20,762	25,379	84%	-	30,199	
Debt Service- Interest Payment-GTIB Loan #2 Debt Service-Other Interest Expense-TAN	582300 582300	23,973	15,000	14,155	68%	9,200	20,762	
Subtotal 582300-Interest on Other Debt	302300	57,219	65,961	39,535	84%	9,200	24,200 75.161	
Subtotal 302300-litterest on Other Dept		31,419	05,501	39,333	0470	9,200	75,161	
Subtotal Debt Service - Interest Payments	582XXX	85,489	86,544	53,412	62%	9,200	95,744	
TOTAL GENERAL DEBT SERVICE		744,587	672,000	411,320	61%	9,200	681,200	

EXPENDITURE			CITY OF CL	ARKSTON PR	OPOSED BUDG	GET FY 2024		
		2023	2024 ADOPTED	2024 ACTUAL AS OF	% OF	Proposed Change Increase/	2024 PROJECTED & AMENDED	
As of October 11, 2024		ACTUAL	BUDGET	11/21/2024	BUDGET	Decrease	BUDGET	
FUND 2 - FEDERAL SEIZURE - Ex			20.000	W #00	27 54		20.000	
Professional Services	521200	62,350	20,000	7,500	37.5%	-	20,000	
Repairs/Maintenance	522200					-		
Vehicle Repairs	522210	3,442	5,000	-		-	5,000	
Communications	523200	-		-		-		
Printing	523400	-				-		
Travel	523500	-	5,000			(5,000)		Adj to Actua
Due & Fees	523600	-				-		
Education and Training	523700	2,000	2,000	-		(2,000)		
Other Expense	523910	-				-		
General Supplies	531100	-	1,000	-		(1,000)		
Small Equipment	531600	1,281	6,200	-		(6,200)		
Buildings & Grounds Improvement	541200		22,000			118,000	140,000	Adj for cons
Vehicles	542200	-	-	-		-		for new loca
Other Capital Equipment-Fingerprint Syste	542500	8,164	-	-		-		
Vehicle Lease Payments-Principal	581200	28,487	-	-		-		
Vehicle Lease Payments-Interest	582200	714	-	-		-		1
Axon Lasers Lease Payments	522320					-		
Fund Balance Committed Future Lease Par	ments					-		1
Fund Balance Rollforward						-		
mom. v. c		406.470			40.55	-	4 6 8 6 8 8	
TOTALS		106,438	61,200	7,500	12.3%	103,800	165,000	j

EXPENDITURE							
		2023	2024 ADOPTED	2024 ACTUAL AS OF	% OF	Proposed Change Increase/	2024 PROJECTED & AMENDED
As of October 11, 2024 FUND 2 - CITY SEIZURE - Expend	itumos	ACTUAL	BUDGET	11/21/2024	BUDGET	Decrease	BUDGET
Repairs/Maintenance	522200	0.00		l	0.0%		1
Vehicle Repairs	522210	0.00			0.0%		
Communications	523200	0.00			0.0%		
Printing	523400	0.00			0.0%		
Travel	523500	0.00		-	0.0%		
Education	523700	0.00		-	0.0%		
Other Expense	523910	0.00	100	-			
Small Equipment	531600	0.00	,	-	0.0%		
General Supplies	531100	0.00	,	-	0.0%		
Computers	542400	0.00			0.0%		
Other Capital Equip	542500	0.00			0.0%		
Seizure Distributions to Other Agencies	571000						
_							
TOTALS		0.00	100.00		0.0%		-

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

REVENUE								
FUND 2 - FEDERAL SEIZURE FUN	ID - 210			Prop	osed			
Cash Confisications (Illegal Act)	351320	11,048	61,200	101,880	166.5%	43,800	105,000	Adjusted for
Other Confiscations/Escheat	351340	-			0.0%			
Proceeds/Sale Confis Prop	351346	-		-				
Fed Seiz/Interest Revenue	361000	16	-	11				
Surplue Funds Prior Year Trans	393510	-				60,000	60,000	Transfer of
Other Revenue	389000	-		-				
TOTAL - Federal Seizure Account		11,064	61,200	101,891	166.5%	103,800	165,000	
REVENUE								
REVENUE								
	0	0	0	0	0		0	
FUND 2 - CITY SEIZURE FUND	- 211							
Cash Confiscations (Illeg Ac)	351320		100					
Proceeds/Sales/Confis Prop	351346	-	100	-				
City Seiz Interest Revenue	361000	-		-				•
	389000	-		-				
Other Misc Revenue	389000	-	-	-				
Fund Balance Reserve	+							
TOTAL - City Seizure Account		-	100	-			-	

EXPENDITURE		CITY O	F CLARKSTO	N PROPOSED E	BUDGET AM	IENDMENT	FY 2024
As of October 11, 2024		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 11/21/2024	% OF BUDGET	Proposed Change Increase/ Decrease	2024 PROJECTED & AMENDED BUDGET
GENERAL FUND Capital Projects							
Bldgs/Grounds-Police Garage-State Cerification	541200		22,000		0%	-	22,000
Bldgs/Grounds-City Hall A/C Unit Replacements							
Contingency	<u> </u>	18,443	20,000	-	0%	-	20,000
Bldgs/Grounds-Flood Damage Repairs City Hall	541200					-	
Bldgs/Grounds-Xmas Tree/Lamp Post Wreaths	542300					-	
Bldgs/Grounds-Replace Handicap Ramp CHA	541200					-	
Bldgs/Grounds-Land Upgrade Public Works Facility	541400					-	
Bldgs/Grounds-Office Furniture-New Space	542500		50,000	1,661	3%	-	50,000
Parks-40 Oaks Nature Preserve Improvements						-	
Parks-Friendship Forest Security Cameras						-	
Parks-Friendship Forest Replace Damaged Entrance							
Gate	541200					-	
Parks-Milam Park-Replaster Main/Baby Pools	542100	97,702		-		-	
Parks-Milam Park-Replace Pool Covers	542100	ĺ				-	
Parks-Milam Park Water Line Replacement	541200					-	
	542200		-	-		-	
Police-Police Vehicle Body Repairs Covered by							
Insurane Proceeds/new purchase	542200	99,831	53,000	14,209	27%	14,955	67,955
		77,000		- 1,- 1,-		- 1,,,,,,,,,	2.,,
Administration-Vehicle to be shared by City Staff	†		38,175	35,724	94%	(2,451)	35,724
Administration-Vehicles-City Mgr vehicle xfer current	†		50,175	30,721	70	(2, .01)	55,72.
Explorer to 2nd code enforcement officer	542200		38,175	38,125	100%	(50)	38,125
Public Works - Lawn Mower	3 12200		50,175	30,123	10070	(30)	30,123
Public Works Vehicles	542200	84,945	53,500	38,545	72%	(14,955)	38,545
Public Works - Market St Road Construct-Dekalb Count		04,243	33,300	30,313	7270	(14,755)	30,343
Public Works-Sidewalk Repairs/Fence Repairs Covered				_			
by Insurance Proceeds	541400						
Public Works-LMIG City Match-Lovejoy/Church	341400			_		_	
Sidewalks	541420	73,331					
Trees Atlanta Installation	341420	73,331		-		_	
City Hall Signage	+					_	
	+					-	
New Servicer & Equipment GENERAL FUND CAPITAL PROJECTS	_	274 252	274.950	120 2/5	47%	(2.501)	272,349
GENERAL FUND CAPITAL PROJECTS		374,252	274,850	128,265	4/%	(2,501)	272,349
SPLOST FUND							
SPLOST FUND Bond Legal/Closing Fees	521200	-	-			142,000	142,000
SPLOST FUND Bond Principal Payments	581100	2,158,000	2,244,000	2,244,000	100%	-	2,244,000
SPLOST FUND Bond Interest Payment	582100	57,820	19,523	19,523	100%	0	19,523
SPLOST FUND Construction	541400	265,375	1,123,461	38,470	3%	-	1,123,461
SPLOST FUND Total Expenditures	1 .1 .00	2,481,195	3,386,984	2,301,993	68%	142,000	3,528,984
220011 Ond Town Daponutures		2, 101,173	2,200,704	2,501,775	0070	1 12,000	2,220,704

2,855,447

3,661,834

2,430,258

66%

142,000

3,801,333

Total Capital Projects and SPLOST

As of October 11, 2024 FUND 3 - SPECIAL REVENUE - MULTIPLE	GRANT	2023 ACTUAL FUND - Ext	BUDGET	2024 ACTUAL AS OF 11/21/2024	% OF BUDGET	Proposed Change Increase/ Decrease	2024 PROJECTED & AMENDED BUDGET	
TOTAL DESCRIPTION OF THE PROPERTY OF THE PROPE		2112						
GDOT LMIG/LARP Paving Grant	573030	93,533	110,000	-	0.0%	-	110,000	
Placemaking Grant-GA Power-Crosswalk Painting		1,500	-	-		-	-	
SS4A-Safe Streets & Roads Planning Grant	541400		1,000,000			-	1,000,000	
Public Safety & Voilent Crime Reduction	200-54250	161,500	400,000	-		-	400,000	
NRPA 10 Minute Walk Grant			6,521	-		-	6,521	
Atlanta Regional Comm-LCI Clarkston Greenway Gran	nt	100,360	140,000	171,640		31,640	171,640	Adjusted to Actual
Opoid Settlements	541410	-	5,388			-	5,388	
Dept of Justice-BVP Vests			4,000	-		ı	4,000	
TOTALS		356,892	1,665,909	171,640	0.0%	31,640	1,697,549	

Grant Revenues reimburse grant expenditures only. Expenditures matches revenue

Grant Expenditures funded by Grant Revenue

As of October 11, 2024	500	2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 11/21/2024	% OF BUDGET	Proposed Change Increase/ Decrease	2024 PROJECTED & AMENDED BUDGET	
FUND 4 - Enterprise Fund - Storm Water - Expend			100.000	50.712	50.70		100.000	1
Storm Water - Salaries	511100	100,000	100,000	58,712	58.7%	-	100,000	1
Storn Water - FICA Tax	512200	6,200	6,200	3,593	58.0%	-	6,200	<u> </u>
Storm Water - Medicare Tax	512300	1,450	1,450	840	58.0%	-	1,450	1
Storm Water - Professional Svcs	521200	94,632	139,000	128,544	92.5%	-	139,000	
Storm Water - Rep/Maint	522200	14,156	18,000	1,650	9.2%	-	18,000	
Storm Water - Veh Maint/Rep	522210	-	3,000	4,514	150.5%	7,000	10,000	1
Storm Water- Equipment Lease/Rental	522320	-	3,000	-	0.0%	1,600	4,600	1
Storm Water - Dues/Fees-Community View	523600	12,298	13,000	12,777	98.3%	-	13,000	1
Storm Water-Training Expense	523700	824	2,435	324		(1,435)	1,000	1
Storm Water - Bank Charge	523920	35		35		100	100	1
Storm Water - General Supplies	531100	513	2,000	-	0.0%	(1,000)	1,000	Ī
Storm Water - Small Equipment	531600		3,000	-	0.0%	-	3,000	Ī
Storm Water-Vehicles	542200		-	-	0.0%	-	-	Ī
Storm Water- Capital Outlay	542500		40,000	-	0.0%	(40,000)	-	Truck not purchased
Storm Water - Depreciation	561000	-				-	-	Ī
Storm Water - Interest Expense-Capital Lease	582200	2,213	1,778	1,483		(295)	1,483	Ī
TOTAL		232,320	332,863	212,472	63.8%	(34,030)	298,833	

Storm Water Expenditures fully funded by Storm Water Utility Revenues.

As of October 11, 2024		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 11/21/2024	% OF BUDGET	Proposed Change Increase/ Decrease	2024 PROJECTED & AMENDED BUDGET
FUND -6 -SANITATION ENTERPRISE FUND -							
Waste Management Fees	522110	287,718	310,000	215,461	69.5%	-	310,000
Sanitation Bank Charge	523920	-	-	-	·	•	
TOTALS		287,718	310,000	215,461	69.5%	•	310,000

As of October 11, 2024		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 11/21/2024	% OF BUDGET	Proposed Change Increase/ Decrease	2024 PROJECTED & AMENDED BUDGET
FUND -330 -HOST REVENUE FUND -							
HOST Expenditures-Purchase Land for Park	541XXX	70,821	-	-			
TOTALS		70,821	-	-	0.0%		-

ARPA GRANT FUND EXPENDITURES			CITY OF CLA	RKSTON PRO	OPOSED BUI	OGET AMENDA	MENT FY 2024		
as of October 11, 2024		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 11/21/2024	Proposed Change Increase/ Decrease	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET	2026 PROPOSED BUDGET	
CORONAVIRUS RELIEF FUND									
GENERAL ADMINISTRATION SALARIES & WAGES-	260-1500-10-511100	7,269		-			-		
	260-1500-10-512200	451		-			-		
	260-1500-10-512300	105		-			-		
	260-1500-10-512700	-	CF 000	47.250	(5.250)	F0.7F0	-		
	260-1510-10-511100	-	65,000 4,030	47,250 2,620	(5,250)	59,750 3,705	65,975 4,090		
	260-1510-10-512200 260-1510-10-512300		943	613	(77)	866	957		
	260-1500-10-521200	34,500	45,000	13,125	(30,000)	15,000	45,000	45,000	Adjusted to A
	260-1500-10-542400	-	55,000	11,804	80,000	135,000	,	10,000	Adjust to est.
	260-1565-15-521300	-	80,000	-		80,000			
LDG & GROUNDS-CYBERSECURITY-UPGRADE COMPUTER EQU	260-1565-15-521300	-			-				
	260-1565-15-523200	9,700	18,000	12,368	-	18,000		18,000	
	260-1565-15-531100	7.500	70,000	75.045		70.000	06.275	70,000	
	260-1570-10-511100 260-1570-10-512200	7,500 465	78,000 4,836	75,045 4,653	-	78,000 4,836	86,275 5,309	78,000 4,836	
	260-1570-10-512300	109	1,131	1,088		1,131	1,242	1,131	
	260-1570-10-512300	33,143	58,000	82,918	32,418	90,418	58,870	1,131	To adjust to A
	260-1590-10-512100	2,050	2,050	32,320	(2,050)	-	3,650		, 401 10 /-
	260-1590-10-512300	479	480		(480)	_	854		
	260-1590-10-521100	22,295			-	-	-		
	260-2650-20-511100	5,229		-	-				
	260-2650-20-512200	324		-	-			ļ	
	260-2650-20-512300	76		-	-			 	
	260-2650-20-512700	-	9F 000	- 2E 927	(EQ 172)	25 027	96 275		A di
	260-3200-30-511100 260-3200-30-512200	-	85,000 5,270	25,827 1,595	(59,173)	25,827 5,270	86,275 5,349		Adjusted to Ad
	260-3200-30-512300	-	1,233	373	0	1,233	1,251		
	260-3200-30-511100	122,293	1,233	373	-	1,233	1,231		
	260-3200-30-512200	7,582			-				
	260-3200-30-512300	1,773			-				
OLICE-IT IMPLEMENT NEW PRINTING POLICE VEHICLES	260-3200-30-521300	32,586			-				
	260-3200-30-512700	-			-				
	260-3200-30-542500			19,574	19,574	19,574			Cameras In Pa
	260-4000-40-511100	19,835			-			-	
	260-4000-40-512200 260-4000-40-512300	1,230 288			-				
	260-4000-40-512700	200							
	260-6200-60-542500	-			-				
	260-7400-74-511100	6,514			-				
	260-7400-74-512200	404			-				
LANNING AND ZONING EMPLOYEE BENEFITS-ME	260-7400-74-512300	94			-				
	260-7400-74-512700	-			-				
	260-7400-74-511110	-	70,000	50,792	-	70,000	64,818		
	260-7400-74-512100	-	4,340	3,130	-	4,340	4,019		
	260-7400-74-512200 260-7600-10-521200	-	1,015	732	-	1,015	940		
	260-7600-10-521200	21,352						 	
	260-7600-10-523920	80		70	70	70			
·	260-7600-10-531140	-		,,,	-	, 3		1	
ONTRIBUTIONS TO OTHER AGENCIES-FRESH HARVEST	260-7600-10-572000	20,000			-				
	260-7600-10-572000	889			-				
	260-7600-10-572010	-			-			ļ	
	260-7600-10-572020	9,637		1,677	7,495	7,495		ļ	
	260-7600-10-572025				-			 	
	260-7600-10-572030 260-7600-10-572030	-			-				
	260-7600-10-573080	381,363		80,592	80,593	80,593			
	260-7600-10-573081	501,505	50,000	30,332	-	50,000			
	260-7600-10-573082	22,169	40,000	3,576	-	40,000			
	260-7600-10-573083	52,030	82,800		-	82,800			
AÇADE IMPROVEMENT	260-7600-10-573085	-			-				
	260-7600-10-573090	-			-				
-	260-7600-10-573091	2,378			-				
	260-7600-10-573092	105,494	100,000	50,934	-	100,000		100,000	
	260-7600-10-573093 260-7600-10-573094	-			-			<u> </u>	
	20U-/0UU-1U-5/3U94							 	
OVID ASSISTANCE-BUSINESS		77 502							ı
OVID ASSISTANCE-BUSINESS OVID19 RENTAL ASSISTANCE PROGRAM	260-7600-10-573095	77,583			_				
OVID ASSISTANCE-BUSINESS OVID19 RENTAL ASSISTANCE PROGRAM ORONAVIRUS RELIEF-MORTGAGE ASSISTANCE	260-7600-10-573095 260-7600-10-573096	-		2.520	-				
OVID ASSISTANCE-BUSINESS OVID19 RENTAL ASSISTANCE PROGRAM ORONAVIRUS RELIEF-MORTGAGE ASSISTANCE ORONAVIRUS RELIEF-UTILITY ASSISTANCE	260-7600-10-573095	77,583 - 17,873		2,520	-				

TOTAL

REMAINDER AVAILABLE 2024-2026 1,725,060 ALLOCATIONS

774,009 951,051

AMERICAN RESCUE PLAN GRANT AMOUNT

SPENT IN FY2021

SPENT IN FY2022

(895,843)

PROJECTED SPENDING FY23

PROJECTED SPENDING FY24

PROJECTED SPENDING FY25

ROJECTED SPENDING FY25

(334,874)

PROJECTED SPENDING FY26

34,334

REVENUES		(CITY OF CLA	RKSTON PRO	POSED BU	DGET AMI	ENDMENT FY 20)24	
As of October 11, 2024 FUND 1 -GENERAL FUND - Rever		2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 11/21/2024	% OF BUDGET	Proposed Change Increase/ Decrease	2024 PROJECTED & AMENDED BUDGET	2025 PROPOSED BUDGET	
Public Utility R/E Tax - Current	311110	69,804	94,539	74,242	79%	(20,297)	74,242	97,375	<u> </u>
Other Real Prop Tax	311190	3,754,198	5,511,538	2,922,725	53%	(265,887)	5,245,651	5,776,884	Decrease based upon year to date totals
Real Property Tax - Prior	311200	(37,481)	-	283,944		283,000	283,000	275,000	Based upon Actual Revenues
Public Utility R/E Tax - Prior Motor Vehicle Tax - Curr	311210 311310	2,478 256,700	260,000	240,893	93%	-	260,000	75,000 270,400	
Intangible Tax (Reg/Rec)	311340	15,265	14,000	60,302	431%	47,000	61,000	14,420	Based upon Actual Revenues
Railroad Equip Tx-Curr	311350	916	916	-	0%	-	916	1,000	
Personal Prop Tax-Curr	311390	102,942	154,097	127,542	83%	(14,960)	139,137	158,720	
Personal Prop Tax-Prior Real Estate Transfer Tax	311400 311600	(3,089) 8,769	6,900	4,691 4,292	62%	4,684	4,684 6,900	5,000 5,723	
Franchise Taxes-Electric	311710	402,564	411,970	1,717	0%	_	411,970	424,329	
Franshise Taxes-Gas	311730	55,204	54,252	43,550	80%	(1,993)	52,259	55,880	
Franchise Taxes-Cable/T	311750	42,890	47,274	24,506	52%	(17,866)	29,408	58,066	
Franchise Taxes-Teleph Alcohol Bev Excise Tax-Beer/Wine	311760 314200	1,918 122,512	1,900 126,000	1,630 82,413	86% 65%	55	1,955 126,000	2,173 129,780	
Alcohol Bev Excise Tax-Beel/ Wille	314250	122,312	120,000	13,382	0370	13,382	13,382	18,377	
Local Option Mix Dr Tax	314300	65,773	64,500	56,092	87%	-	64,500	77,033	
Business/Occupational Tax	316100	246,738	230,000	212,730	92%	07.020	230,000	292,150	
Insurance Premium Tax Penalties/Interest-Real Tax	316200 319110	1,308,710 8,517	1,320,000 1,000	1,407,838 25,376	107% 2538%	87,838 24,376	1,407,838 25,376	1,450,073 26,137	Based upon Actual Revenues
Penalties/Interest-Occupation Tax	319400	12,450	8,500	4,371	51%	24,370	8,500	8,755	
Alcoholic Investigation Fee	321105	5,200	5,000	5,800	116%	800	5,800	9,750	
Retail Beer License	321110	9,000	8,500	10,250	121%	1,750	10,250	17,815	
Retail Beer License/Drink Retail Wine License	321115 321120	4,000 9,000	4,000 8,500	5,000 9,500	125% 112%	1,000 1,000	5,000 9,500	8,333 17,815	
Retail Wine License/Drink	321125	4,000	4,000	4,000	100%	1,000	4,000	8,907	
Retail Liquor License	321130	7,500	7,500	12,500	167%	5,000	12,500	20,125	
Retail Liquor License/Drink	321135	17,500	17,500	22,500	129%	5,000	22,500	37,375	
Work Permit & ID Card-Alcohol Work Permiit & ID Card-Entertainme	321150 321151	6,295 71,629	7,000 75,000	4,035 102,230	58% 136%	28,000	7,000 103,000	5,896 129,064	Based upon Actual Revenues
Pawn Shop Permits	321151	71,029	75,000	102,230	13070	28,000	103,000	129,004	Based upon Actual Revenues
Hookah Permits	321153	2,000	2,000	2,000	100%	-	2,000	2,000	
Late Night Convenience Store Permit	321154	1,203	1,053	-	0.70/	- (2.600)	1,053	1,053	
Ins Co Business License Zoning/Land Use Permits	321220 322210	22,488 800	20,000	17,320 20,001	87% 1000%	(2,680) 18,001	17,320 20,001	23,786 27,467	
Sign Permits	322230	3,084	4,000	6,900	173%	3,000	7,000	9,430	
Building Permits	322240	132,311	150,000	93,735	62%	(37,518)	112,482	162,474	
Tree Service Permit Fees	322245	421	1,000	1,896	190%	1,000	2,000	1,934	
Certificate of Occupancy	322250	-	-	-		-	-		
Other Non-Business/Permits	322900	2,280	4,000	6,955	174%	3,000	7,000	9,273	
Building Inspections Other Regulatory Fees	323120 323900	-	-	728		728	728		
Intergovernmental Revenue	337000	181,129	-	-		-			
Tree Replacement/Preservation Fees		1,439	-	-		-			
Printing & Duplicating	341400	2,889	1,800	349	19%	-	1,800	1,854	
Election Qualifying Fees Accident Reports	341910 342120	5,119	2,889 4,933	720 3,252	25% 66%	-	2,889 4,933	3,000 4,444	
Street ROW Maintenance Fees-CSX	343900	5,000	5,000		3070	-	5,000	7,777	
Special Pickups	344111	2,923	3,600	4,687	130%	1,100	4,700	6,437	
Backgrd Check Fees/Crim Woman Club Reservation	346410 347200	3,977 18,662	3,800 18,000	7,210 20,494	190% 114%	3,410 6,593	7,210 24,593	10,023 28,774	
Pool Admissions	347200	31,435	31,435	31,221	99%	(214)	31,221	54,636	
Pavilion Reservation Fees	347203	14,031	17,000	17,402	102%	500	17,500	26,683	
Juneteenth Vendor Fees	347301	1.250	1.050	1,020	00/	1,020	1,020	1,500	
Program Fees Bad Check Fees	347500 349300	1,350 50	1,350 250	510 50	0%	(1,350)	250		
Other Fees/Chgs for Svcs	349900	-	-	-		-	-	-	
Municpal Court Fines/Forf	351170	226,363	235,000	220,623	94%	-	235,000	313,872	
Police Admin IT Fee	351180	5,983	7,200	2,440	34%	(4,700)	2,500	3,416	
Interest Revenues Contributions/Donations	361000 371000	100	100	1,150		1,050	1,150	<u>-</u>	
Rents & Royalties	381000	87,469	65,533	68,259	104%	8,931	74,464	100,113	
Reim for Damaged Prop	383000	38,824	40,000	19,211		(20,000)	20,000	25,615	
Other Miscellaneous Rev	389000	39	6	3,315	55255%	3,494	3,500	4,553	
Bus Shelter Revenue Reimburse DEA/OT	389010 389005	22,923	18,000	9,469	0% 53%	(6,637)	11,363	13,004	
Sale/General Fixed Assets	392100	8,448	1,500	J, 4 UJ	0%	(0,037)	1,500	45,000	
Sale/Land Property	392200			-	0%	-		,	
Transfer from Fund Balance	391100	120.220	100.000	-	0%	(130.332)		80,000	
Proceeds from Capital Leases Revenue - Proceeds GTIB Debt	393130 393500	138,230	138,230	-	0%	(138,230)			
TOCCOUS GIB DOT	575500					-			
TOTAL - FUND 1		7,532,872	9,224,065	6,328,969	69%	22,381	9,246,446	10,437,697	.

REVENUE			CITY OF C	LARKSTON PROI	POSED BUI	DGET FY 2	025
As of October 11, 2024	2023 ACTUAL	2024 ADOPTED BUDGET	2024 ACTUAL AS OF 11/21/2024	% OF BUDGET	Proposed Change Increase/	2024 PROJECTED & AMENDED	
FUND 3 - MULTIPLE GRANT FUND - 2	250						
GDOT LMIG/LARP	3341100	93,533	110,000	248,247	226%	138,249	248,249
Opiod Settlements		4,845	5,388	6,758		1,370	6,758
Atlanta Regional Comm-LCI Clarkston Gree	enway Grant	100,360	140,000	171,640		31,640	171,640
CDBG Grant Dekalb County	221177	-		-		-	-
NRPA 10 Minute Walk Grant	331155		6,521			-	6,521
US Dept of Justice BVP Vests	22.4200	-	4,000	-		-	4,000
Placemaking Grant-GA Power-Crosswalk	334200	-	1 000 000			-	1 000 000
SS4A-Safe Streets & Roads Planning Grant		161 500	1,000,000			-	1,000,000
Public Safety & Voilent Crime Reduction		161,500	400,000	-			400,000
TOTAL		360,238	1,665,909	426,644	26%	171,259	1,837,168
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FUND 4 -500 - STORM WATER UTILIT	<mark>TY REVENU</mark>	J E					
Storm Water Fees Fund	344190	232,320	332,853	53,316	16%	-	332,853
Prior Yr Stormwater fees	344195	(64)	, , , , , , ,	12,160	-	12,160	12,160
Storm Water Bank Interest	361000	24	10	16	160%	15	25
Storm Water-Cost Sharing Construction	389000	-		-		-	
Budget from Fund Balance Reserves		-	-	-		-	
TOTALS		232,280	332,863	65,492	20%	12,175	345,038
FUND 6 -540 - SANITATION FUND RE			I		T :	·	
Sanitation Fees/Enterprise	344110	287,718	310,000	206,586	67%	-	310,000
Prior Yr Sanitaion Fees	344115	-	-	8,875		8,875	8,875
Commercial Business Fees	344120	-	-	-		-	
Sanitation Interest	36100	207 710	210.000	215 461	70%	8,875	210.055
TOTALS		287,718	310,000	215,461	70 70	0,073	318,875
FUND 330 - HOST FUND REVENUE							
HOST Revenues	313300	70,821	-	-			-
		= 0.001					
TOTALS		70,821	-	-			-
FUND 260 - CORONAVIRUS RELIEF F	TIND						
Interest Revenue	361000	250		112	I	120	120
Federal Govt Grants	331110	1,027,142	852,128	419,001		120	852,128
1 caciai Govi Giants	331110	1,047,142	032,120	417,001		<u> </u>	032,120
TOTALS		1,027,392	852,128	419,113	49%	120	852,248
		, ,	, , , , , , , , , , , , , , , , , , , ,				
I							
FUND 320 - SPLOST FUND	010000	2.400.00	2.25.55	100.00			2.22.5.5.1
SPLOST Tax Revenue	313300	2,480,929	3,386,884	190,806	6%	(150)	3,386,734
Interest Revenue	361000	266	100	221	221%	150	250
Funding from Bond Proceeds/Revnues Fund	Balance	-	-	-		-	-
TOTALS		2,481,195	3,386,984	191,027	6%	-	3,386,984
TOTALS		2,401,195	3,380,984	191,027	0 /0		3,380,984

RESOLUTION NO.	
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A RESOLUTION TO ADOPT THE FISCAL YEAR 2024 A MENDED 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		

ITEM	NO:	6L
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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

<u>PURPOSE</u>: 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.

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 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.

ITEM NO: 6N

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE: Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE: Discussion

MEETING DATE: November 26, 2024

<u>SUBJECT</u>: 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

<u>PURPOSE</u>: 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.

<u>NEED/ IMPACT</u>: 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 N	O.

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 Attorne	ev	

ITEM NO: 60

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

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

<u>NEED/ IMPACT</u>: 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	WORK SESSION
JANUARY 14	REGULAR COUNCIL MEETING
JANUARY 28	WORK SESSION
FEBRUARY 4	REGULAR COUNCIL MEETING
FEBRUARY 25	WORK SESSION
MARCH 4	REGULAR COUNCIL MEETING
MARCH 25 APRIL 1	WORK SESSION REGULAR COUNCIL MEETING
APRIL 29	WORK SESSION
MAY 6	REGULAR COUNCIL MEETING
MAY 27	WORK SESSION
JUNE 3	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	REGULAR COUNCIL MEETING
JULY 29	WORK SESSION
AUGUST 7	REGULAR COUNCIL MEETING - THURSDAY, AUGUST 7 (DUE TO NATIONAL NIGHT OUT ON TUESDAY, AUGUST 5)
AUGUST 26	WORK SESSION
SEPTEMBER 2	REGULAR COUNCIL MEETING
SEPTEMBER 30	WORK SESSION
OCTOBER 7	REGULAR COUNCIL MEETING
OCTOBER 28	SPECIAL CALLED MEETING AT 6:00PM
OCTOBER 20	FY 2026 1 ST BUDGET PUBLIC HEARING
OCTOBER 28	WORK SESSION AT 7:00PM
NOVEMBER 6	REGULAR COUNCIL MEETING – THURSDAY, NOVEMBER 6
	(DUE TO THE ELECTION ON TUESDAY, NOVEMBER 4) FY 2026 2 ND BUDGET PUBLIC HEARING AND ADOPTION
NOVEMBER 25	WORK SESSION AT 7:00PM
DECEMBER 2	REGULAR COUNCIL MEETING

ITEM NO: 6P

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