



# CITY COUNCIL WORK SESSION

*Beverly H. Burks –Mayor*

*Awet Eyasu*

*Laura Hopkins*

*Jamie Carroll*

*Debra Johnson*

*Ahmed Hassan*

*Mark W. Perkins*

*Robin Gomez – City Manager*

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## AGENDA

**Tuesday, August 31, 2021 7:00 PM**

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**A) ROLL CALL**

**B) WORK SESSION - RESIDENT COMMENT POLICY**

Any member of the public may address questions or comments to the 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.

**C) PRESENTATION/ ADMINISTRATIVE BUSINESS NEW BUSINESS**

**D) OLD BUSINESS**

D1) Approve Electric Vehicle (EV) charging station license agreement with Georgia Power to install electric vehicle charging stations in the City of Clarkston

**E) NEW BUSINESS**

E1) Discuss/Review Awarding Contract for Market St Resurfacing and Sidewalks, SPLOST 08 Capital Project

E2) Discuss adopting a resolution to Activate the Clarkston DDA

E3) Discuss Memorial Tree planting at Friendship Forest

E4) Discuss adopting a Hotel/ Motel Tax

**F) ADJOURNMENT**

CITY OF CLARKSTON

ITEM NO: D1

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:  
Council Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
DISCUSSION

MEETING DATE: AUGUST 31, 2021

**SUBJECT:** Discuss an Electric Vehicle (EV) charging station license agreement with Georgia Power to install electric vehicle charging stations in the City of Clarkston.

DEPARTMENT:  
**Planning & Economic Development**

PUBLIC HEARING:  YES  NO

ATTACHMENTS:  YES  NO  
Pages:

INFORMATION CONTACT:  
**Shawanna Qawiy, MSCM, MPA**  
**Planning & Economic Development Director**  
PHONE: 404-296-6489

**PURPOSE:** To discuss the City entering into a Charging Station License Agreement with Georgia Power Company that will allow for GA Power to install an electrical vehicle (EV) charging station for the public usage at no cost (to the public).

**NEED/ IMPACT:**

Georgia Power and City staff reviewed and discussed the installation of various EV charging stations on City property. The recommended location to install two (2) charging stations is the 2 eastern most parking spaces adjacent to the City Hall/Police Station Market St driveway entrance. The location is optimal due to its proximity to our City Center, the PATH, and the Clarkston Police Station (safety) which is well lit and under 24-hour camera surveillance.

Georgia Power will have access to the premises for construction, installation, maintenance, repair, operation and use for the charging station with customers having access to the area 24 hours, 7 days a week. GPC shall have the exclusive right to provide vehicle charging and support services to drivers of electric plug-in vehicles and EV-charging-related services at the premises at no cost to the public. The City will provide the space to GA Power also at no cost (no revenue to the City).

The electric plug-in vehicles license agreement is an irrevocable 10-year commitment.

**RECOMMENDATION:** N/A

**GEORGIA POWER COMPANY**  
**CHARGING STATION LICENSE AGREEMENT**

(Company name) a (State Inc. Corp, LLC) ("Licensor"), and GEORGIA POWER COMPANY, a Georgia corporation ("GPC"), hereby enter into this **Charging Station License Agreement** (the "License") as of (Month, Day) 2020 (the "Effective Date"). In consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Licensor and GPC (collectively, the "Parties") acknowledge and agree as follows:

**LICENSE GRANT; COVENANTS**

**Premises; License Area.** Licensor is the fee owner of the property located at [redacted] and further described or depicted in **Exhibit A** attached hereto (the "Premises"), and Licensor grants to GPC a license to use that portion of the Premises identified in **Exhibit A** (the "License Area") for the Charging Station (defined in Section 3.1). At GPC's election, GPC may record this License or a memorandum of this License in the real property records. Licensor acknowledges that GPC will make substantial expenditures to install the Charging Station in reliance upon the terms of this License.

**Use of Other Portions of the Premises.** During the Term (as defined in Section 2.1), Licensor also grants to GPC: (i) a general ability to use the Premises for access to and from the License Area for construction, installation, maintenance, repair, operation and use of the Charging Station; (ii) the right, but not the obligation, to provide GPC's customers access to the License Area 24 hours per day, 7 days per week, and 365/366 days per year; and (iii) the rights described in the form distribution easement attached hereto as **Exhibit B** in order to permit GPC to install, operate, maintain and repair overhead and/or underground electric distribution lines and related facilities (including electric distribution cabinets) in the locations needed to serve the Charging Station.

**Restrictive Covenants.** During the Term, Licensor agrees that the Premises are subject to the following restrictive covenants: (i) GPC and its customers will have vehicular and pedestrian access to and from the License Area at all times and Licensor will not make or allow any material change to the vehicular or pedestrian access without providing 30 days' prior written notice to GPC; (ii) Licensor will not make or allow any change to the License Area without GPC's prior written consent; and (iii) GPC shall have the exclusive right to provide vehicle charging and support services to drivers of electric plug-in vehicles (each an "EV") and EV-charging-related services at the Premises. Licensor will incorporate item (iii) into all leases, licenses and other grants of rights affecting the Premises.

**TERM; FEE; TERMINATION**

**License Term.** The term of this License (the "Term") will commence on the date the Charging Station is first operational (the "Commencement Date"), and unless extended per this Section 2.1 or terminated per Section 2.3, will end on the date which is ten (10) years after the Commencement Date. Upon request by Licensor, GPC will provide written notice of the Commencement Date to Licensor. The Term will automatically renew for successive five (5) year periods unless either Party gives written notice to the other Party of its desire to terminate the License at least ninety (90) days before the end of the then-current Term.

**License Fee.** GPC will pay Licensor One Dollar (\$1.00) per year for the use of the License Area, due and payable upon the execution of this License. If the Term is extended per Section 2.1, GPC will pay Licensor One Dollar (\$1.00) for each year of the extended Term on or before the end of the then-current Term.

**Termination.** Licensor may immediately terminate this License for cause if GPC fails to perform any License obligation in any material respect, and the breach continues uncured for 30 days after receipt of written notice. GPC may immediately terminate this License upon written notice, for any reason or for no reason. Promptly following expiration or termination, GPC will remove the Charging Station from the License Area and will restore the area to its former condition, excluding ordinary wear and tear. Despite the previous sentence, GPC, at its option, may cap off and secure, but not remove, any underground electrical wiring or conduit. Upon any termination of this License, both Parties are relieved of any further obligation under this License, except for any obligation that by its nature should survive or may require performance after termination.

**CHARGING STATION FACILITIES**

**Charging Station Facilities.** Each "Charging Station" includes all EV charging equipment; GPC signage; electrical equipment, meters, hardware, and software; and supporting equipment and structures installed by GPC, including electric distribution cabinets and equipment, concrete pads, and protective bollards. The number and approximate location of each Charging Station is indicated in **Exhibit A**. GPC (itself or through contractors), at any time and for any reason during the Term, may upgrade, revise, alter, swap, or remove all or part of any Charging Station in the License Area and may perform security assessments and install (or add additional) reasonable security features, including lighting or cameras.

**Signage.** GPC may paint, place, erect, or project signs, marks, or advertising devices on or about the License Area or elsewhere on the Premises, including signage on or around the Charging Station designating the area "EV Charge Parking Only."

**Installation.** GPC will retain all ownership rights in the Charging Station throughout the Term. GPC will have the right to remove all or a portion of the Charging Station at any time during the Term or after License termination, whether or not the items are considered fixtures or attachments to the License Area under applicable law.

**Operation and Maintenance.** GPC, at its sole cost and discretion, will maintain and operate the Charging Station. GPC, in its sole discretion, will determine the type and amount of user fees and method of payment to GPC. Licensor may not collect any fee for use of the Charging Station. If there are operational or maintenance issues with the Charging Station, Licensor will not undertake any repair; instead, Licensor will promptly contact GPC per **Exhibit C** attached hereto. GPC does not guarantee uninterrupted or continual operation of the Charging Station and, in its sole discretion, may interrupt operation when necessary.

**Licensor Obligations.** Licensor, at its sole cost and expense, will take all action necessary to maintain the License Area in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the Premises common areas, including providing lighting and general security for the License Area. Licensor agrees to take reasonable measures (including towing) to discourage non-EV vehicles from parking in the License Area.

**Property Taxes.** GPC is solely responsible for personal property taxes imposed on the Charging Station. All other real or personal property taxes related to the License Area and the Premises are the sole obligation of Licensor.

## **INTELLECTUAL PROPERTY; PUBLICITY**

**GPC Intellectual Property.** As between the Parties, GPC retains ownership of all of GPC's "**Intellectual Property**" (each copyright, patent, trademark, service mark, name, logo, design, domain name, trade secret, know-how, and each unique concept, data, or knowledge eligible for legal protection as intellectual property under applicable law). Licensor has, and will obtain, no right in any GPC Intellectual Property. Each reference to GPC in this Section 4 includes its parent, Southern Company, and its affiliates. Any document in any format prepared by or under the direction of GPC in connection with construction, installation, or maintenance of a Charging Station is solely and exclusively GPC Intellectual Property.

**Publicity.** Licensor may not use GPC's name or any GPC Intellectual Property without GPC's prior written consent. No publication or promotional material may claim or imply that GPC endorses Licensor's business, brand, products, environmental attributes, or Licensor generally. Licensor agrees that it will not place a logo, trademark, service mark, or advertising device on any portion of the Charging Station or in the License Area without GPC's prior written consent. GPC may advise mapping services, vehicle navigation system manufacturers, or smart phone application developers of the existence of the Charging Station at the License Area. To promote and inform the public about the Charging Station, GPC may disclose to the public information about the location of the Charging Station and its status and may use the business name (or project or shopping center name as designated by Licensor) and address of the License Area in promotional materials, websites, and maps. With Licensor's prior written consent, GPC may use Licensor's logo, trademark, or service mark in promotional materials, websites, or maps.

## **LICENSOR REPRESENTATIONS, WARRANTIES AND COVENANTS**

Licensor represents, warrants, or covenants that: (i) it has or will obtain any consent or approval required for Licensor to enter into, grant the rights in, and perform its obligations under, this License, and for GPC to take the contemplated actions with respect to the License Area, from any third party: (a) with an interest in the Premises; or (b) whose consent is required under conditions, covenants, or restrictions documents or declarations affecting the Premises; (ii) there is no lien, judgment, encumbrance, or other impediment of title on the Premises that would adversely affect use of the License Area by GPC per this License; and (iii) it will maintain the Premises free of any lien, judgment, encumbrance, or impediment throughout the Term.

## **INSURANCE**

**GPC Insurance.** During the Term, GPC will maintain, at its cost and expense, the insurance coverage it is required to maintain by the Georgia Public Service Commission. In all events, GPC will be entitled to self-insure.

**Licensor Insurance.** Licensor, at its expense, must procure and maintain in effect without interruption throughout the Term insurance policies providing at least the following coverages and limits:

Commercial general liability ("**CGL**") (or a combination of CGL and excess/umbrella liability) insurance on an occurrence (not claims made) basis, providing coverage of at least **\$5 million** for any one occurrence in or about the Premises (including the License Area), and **\$5 million** in the annual aggregate, including broad form contractual liability coverage, products/completed operations coverage for 2 years, broad form bodily injury and property damage coverage, and severability of interest for each insured; and

Full replacement cost property insurance (written on a "special perils" basis) for: (a) the Premises and all improvements thereon; and (b) all personal property, machinery, equipment, and trade fixtures located at the Premises; and

Statutory worker's compensation insurance and employer's liability insurance of **\$1 million** per accident/per employee.

Upon request during the Term, Licensor will provide to GPC a certificate evidencing the required coverages. To the extent allowed by applicable law: (i) Licensor's CGL, and if applicable, excess/umbrella liability, insurance must name GPC as an additional insured for any claim arising out of any activity at the Premises or caused by action or inaction of Licensor, its agents, representatives, or invitees, but additional insured status will not apply to a claim resulting from GPC's sole negligence; and (ii) Licensor waives, and will require its insurers to waive, any right of subrogation otherwise possessed against GPC under any insurance maintained by Licensor (including CGL, excess/umbrella, and property) or under state or federal workers' compensation or employer's liability law, except that the waiver will not extend to a claim resulting from sole negligence of GPC unless allowed by applicable law. The existence, or amount, of insurance does not waive or limit Licensor's liability under this License.

**Licensor Waiver.** Despite anything to the contrary in this License, to the extent covered by property insurance maintained (or required to be maintained) under Section 6.2 (*Licensor Insurance*), Licensor waives every right or cause of action for any loss of or damage to the Premises or any improvement thereon, or to the personal property of Licensor, or its affiliates, representatives, agents, officers, directors, shareholders, partners, owners, contractors, employees, or invitees, regardless of cause or origin and whether or not

caused by the fault or negligence (except sole negligence) of GPC, its agents, or employees. This waiver and release applies between the Parties and to any claim by, under, or through Licensor as a result of any asserted right of subrogation.

#### **BROKERS; ATTORNEYS' FEES; REMEDIES**

**Brokers.** Each Party represents to the other that it has not dealt with any broker in connection with this License. Each Party will indemnify and hold harmless the other against and from any loss, cost, damage or fee (including reasonable attorneys' fees) resulting from any inaccuracy of this representation and warranty.

**Attorneys' Fees.** If either Party sues the other for violation of, or to enforce any provision of, this License, the prevailing Party will be entitled to reimbursement of all its costs and expenses, including reasonable attorneys' fees.

**Remedies.** Licensor specifically agrees that if the covenants in Section 1 are breached, damages will be very difficult, if not impossible, to ascertain. Accordingly, in addition to any other remedy allowed by law, the Parties agree that each covenant will be enforceable in equity. The rights and remedies provided by this License are cumulative and are additional to any right under applicable law or in equity; the use of any right or remedy by a Party does not preclude or waive its right to use any other remedy.

#### **MISCELLANEOUS**

**Relationship of the Parties; Force Majeure.** The Parties are independent contractors in performance of this License. This License: (i) creates no joint venture, partnership, fiduciary, or agency relationship for any purpose; (ii) confers no right or remedy on any person other than the Parties and their respective successors or permitted assigns; and (iii) creates no contractual relationship with, or cause of action for, any third party. Any renewable energy credit, allowance, or other indicator of environmental benefit attributable to presence of a Charging Station on the Premises during the Term belongs to GPC. Rights and obligations in this License are independent from any other agreement between the Parties. Neither Party is responsible for delay or failure in License performance to the extent the delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers, or other similar cause beyond the Party's control.

**Interpretation.** Both Parties were involved in negotiating this License; no rule allowing construction according to authorship applies. Georgia law governs all matters, including torts, relating to this License, without regard to choice of law principles. The Parties will resolve a claim or dispute under this License in a state or federal court sitting in Fulton County, Georgia, regardless of Premises location; each consents to exclusive jurisdiction and venue in these courts. This License and its exhibits comprise the Parties' final and exclusive expression of their rights and obligations regarding the License Area and supersede any prior oral or written representation, promise, or agreement. Captions are for convenience only and do not affect interpretation; "include" means "include, but are not limited to"; "or" means "either or both"; and defined terms are singular or plural as context requires. License provisions that logically should apply beyond License expiration or termination will survive expiration or termination.

**Modification; Waiver; Assignment; Severability.** No amendment or modification of this License is effective unless made in a writing signed by both Parties. Each Party agrees to execute documents or perform acts reasonably necessary to perform each provision of this License. Failure of a Party to insist on strict performance of any provision does not waive the right to require future performance; a waiver in one instance is not a waiver regarding a later obligation or breach. This License binds and benefits the Parties and their respective heirs, successors, assigns, including successor Premises owners. If there is an assignment or change in control of all, or substantially all, of a Party's operations or assets, the Party must provide prompt written notice and the Parties will cooperate to ensure that the License binds the successor. If a court rules a provision unenforceable to any extent, the rest of that provision and all others remain effective; the Parties will negotiate in good faith to replace the provision. If a court finds a provision unreasonably broad in time or scope, the Parties desire that the court reduce it to the maximum allowable parameter, instead of holding it totally unenforceable.

**Notices.** Any notice under this License must be in writing and be delivered either by: (i) personal delivery (effective that date); (ii) prepaid nationally- or internationally-recognized commercial overnight courier (effective the next business day); or (iii) registered or certified U.S. mail, with proper postage (effective the following fourth business day). The Parties will provide notice as indicated in **Exhibit C**, subject to any update provided by written notice pursuant to this Section 8.4.

*[Remainder of page left blank; signatures appear on following page]*

**Each Party** agrees to all terms and conditions of this License as of the Effective Date. This License may be executed in any number of counterparts. The Parties may exchange counterparts by facsimile transmission or as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; a facsimile or scanned signature is an original signature for all purposes.

**LICENSOR:**

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_, a  
\_\_\_\_\_

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GPC:**

Signed, sealed, and delivered  
in the presence of:

**GEORGIA POWER COMPANY**, a Georgia corporation

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_ Jennifer Winn \_\_\_\_\_

Title: \_\_\_\_\_ Natural Resources GM \_\_\_\_\_

**EXHIBIT A**  
**DEPICTION OF PREMISES AND LICENSE AREA**







**EXHIBIT B**  
**FORM DISTRIBUTION EASEMENT**

(attached)

**EXHIBIT C**

**NOTICES AND ADMINISTRATION**

**Licensor will provide notice to GPC regarding any operational or maintenance issue at the Charging Station under Section 3.4 (*Operation and Maintenance*) as follows:**

Kelli Newman  
Electric Transportation Market Specialist  
Georgia Power Company  
knewman@southernco.com  
111 Stockyard Rd.  
Statesboro, GA 30458

**Each Party will provide Publicity requests to the other under *Publicity* (Section 4.2) as follows:**

**Requests to GPC:**

Ed Harmon  
Electric Transportation Program Manager  
Georgia Power Company  
echarmon@southernco.com  
4404 N. Shallowford Road  
Atlanta, GA 30338

**Requests to Licensor:**

Robin I. Gomez  
City Manager  
City of Clarkston  
1055 Rowland St  
Clarkston GA 30321

**Each Party will provide written notice to the other under *Notices* (Section 8.4) as follows:**

**Notice to GPC:**

Ed Harmon  
Electric Transportation Program Manager  
Georgia Power Company  
4404 N. Shallowford Road  
Atlanta, GA 30338

**Notice to Licensor:**

Robin I. Gomez  
City Manager  
City of Clarkston  
1055 Rowland St  
Clarkston GA 30021

**With a copy to:**

Vanessa Watson  
Senior Counsel  
Georgia Power Company  
241 Ralph McGill Blvd NE  
Bin 10180  
Atlanta, GA 30308

**With a copy to:**

Stephen Quinn  
City Attorney  
City of Clarkston

CITY OF CLARKSTON

ITEM NO: E1

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:  
Council Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
DISCUSSION

MEETING DATE: AUGUST 31, 2021

**SUBJECT:** Discuss Awarding Contract for Market St Resurfacing and Sidewalks, SPLOST 08 Capital Project

DEPARTMENT:  
**Administration**

PUBLIC HEARING:  YES  NO

ATTACHMENTS:  YES  NO  
Pages: 10

INFORMATION CONTACT:  
**Robin Gomez / Larry Kaiser, CIS**  
PHONE: 678.409.9683

**PURPOSE:**

To review/discuss and recommend awarding contract for the Market St sidewalk and resurfacing SPLOST project

**NEED/ IMPACT:**

On August 9<sup>th</sup>, 2021, the City issued a notice to contractors that the City will be accepting by 3:30 pm on Friday, August 27<sup>th</sup>, 2021, sealed bids for all material, labor, equipment and services to successfully complete the Market St resurfacing and sidewalk installation work, entailing: grading, demolition, resetting existing granite curb, new sidewalk, crosswalks, ADA ramps, and milling/resurfacing. City staff will be presenting at the Aug 31, 2021, the results of the bids submitted with a recommendation for the City Council to select a contractor to perform the work. A copy of the bid and all related documentation may be found on the City's internet site:

<https://www.clarkstonga.gov/request-proposals-rfp-information>

Enclosed are the plan sets for the bid package along with 2 design addendums.

The below represents the bid notice to interested contractors:

The City of Clarkston, Georgia ("City") will receive **sealed** Bids for all material, labor, equipment and services to successfully accomplish the following work: ***Market Street Resurfacing and Sidewalks – SPLOST 08***. This work generally entails grading, demolition, resetting existing granite curb, new sidewalk, guardrail, crosswalks, ADA ramps, milling and resurfacing. Bids shall be on unit price basis. Project is funded with City SPLOST funding.

The project shall be Substantially Complete within **150 calendar days** from the date of notice to proceed. Liquidated damages of \$500 per day will be assessed for each and every consecutive calendar day for which the completion of the project is delayed beyond the **150 calendar days; except for quantifiable weather events**

The City will receive bids until 3:30 PM; August 27<sup>th</sup>, 2021 at City of Clarkston Annex, 1055 Rowland Street, Clarkston, GA 30021; ATTN: Dan Defnall, Finance Director. Bids received after that time will not be accepted. Bids will be publically opened. Unofficial bid results will be posted on the City web site. A non-mandatory pre-bid conference will be held at Clarkston Woman's Club, 3913 Church Street, Clarkston, GA 30021 on August 13<sup>th</sup>, 2021 (Friday) at 3:00 PM. All potential bidders are strongly encouraged to attend.

A 5% bid bond is required.

Payment, Performance & Maintenance Bonds will be required on this project.

An "Instruction to Bidder" and "Contract ITB" documents in the ITB must be completed and submitted with the bid.

All questions regarding the bid documents shall be made via email to City Project Engineer; Larry Kaiser, PE, Project Manager at [kaiser@co-infra-services.com](mailto:kaiser@co-infra-services.com). The deadline to submit questions is no later than 5:00 PM; August 20<sup>th</sup>, 2021. The City will post all "Response to Questions and/or Addenda", if applicable, on the city web site; [www.clarkstonga.gov](http://www.clarkstonga.gov) by no later than 5:00 PM, August 23<sup>rd</sup>, 2021. It is incumbent that those submitting questions follow-up with the Project Engineer to ensure that questions were received.

The selected bidder must ensure that all employees and applicants for employment are not discriminated against because of their gender, race, color, genetic information, religion, national origin, political affiliation, age, handicapped status, sexual orientation, sexual preference, or gender identity and expression. The provisions of the Disadvantaged Business Enterprise Program shall apply. The City DBE requirement for this Project is a minimum of 12%.

The Owner reserves the right to reject any or all bids and to waive technicalities and informalities. If the contract is awarded, it will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements.

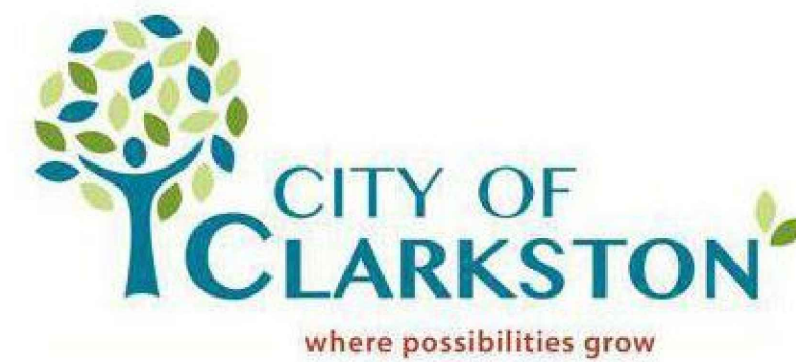
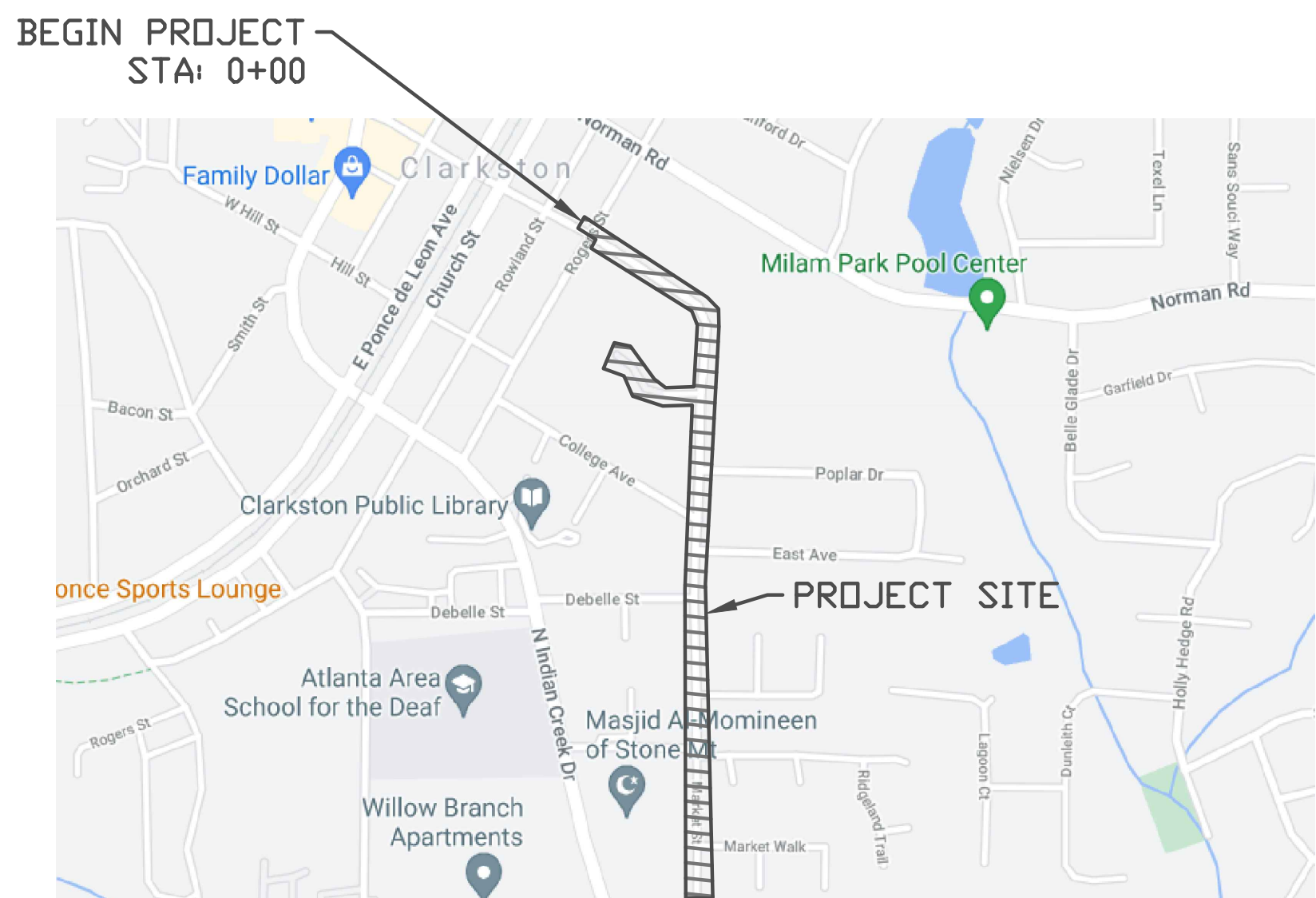


## **Addendum No. 1**

**Date of Addendum Issuance:** August 11<sup>th</sup>, 2021

**Project:** Market Street Sidewalks & Resurfacing – SPLOST 08

The following revised plan sheet C1 dated 8/4/2021 shall replace the plan sheet in the bid package dated 8/2/2021.



**CITY OF CLARKSTON**  
 DEKALB COUNTY, GA  
 CONSTRUCTION PLANS

OWNER/DEVELOPER	
24-HOUR CONTACT: LARRY KAISER, P.E. COLLABORATIVE INFRASTRUCTURE SERVICES, INC. CITY PROJECT ENGINEER 404-909-5619	OWNER: CITY OF CLARKSTON 1055 ROWLAND STREET CLARKSTON, GA 30021 ROBIN GOMEZ, CITY MANAGER

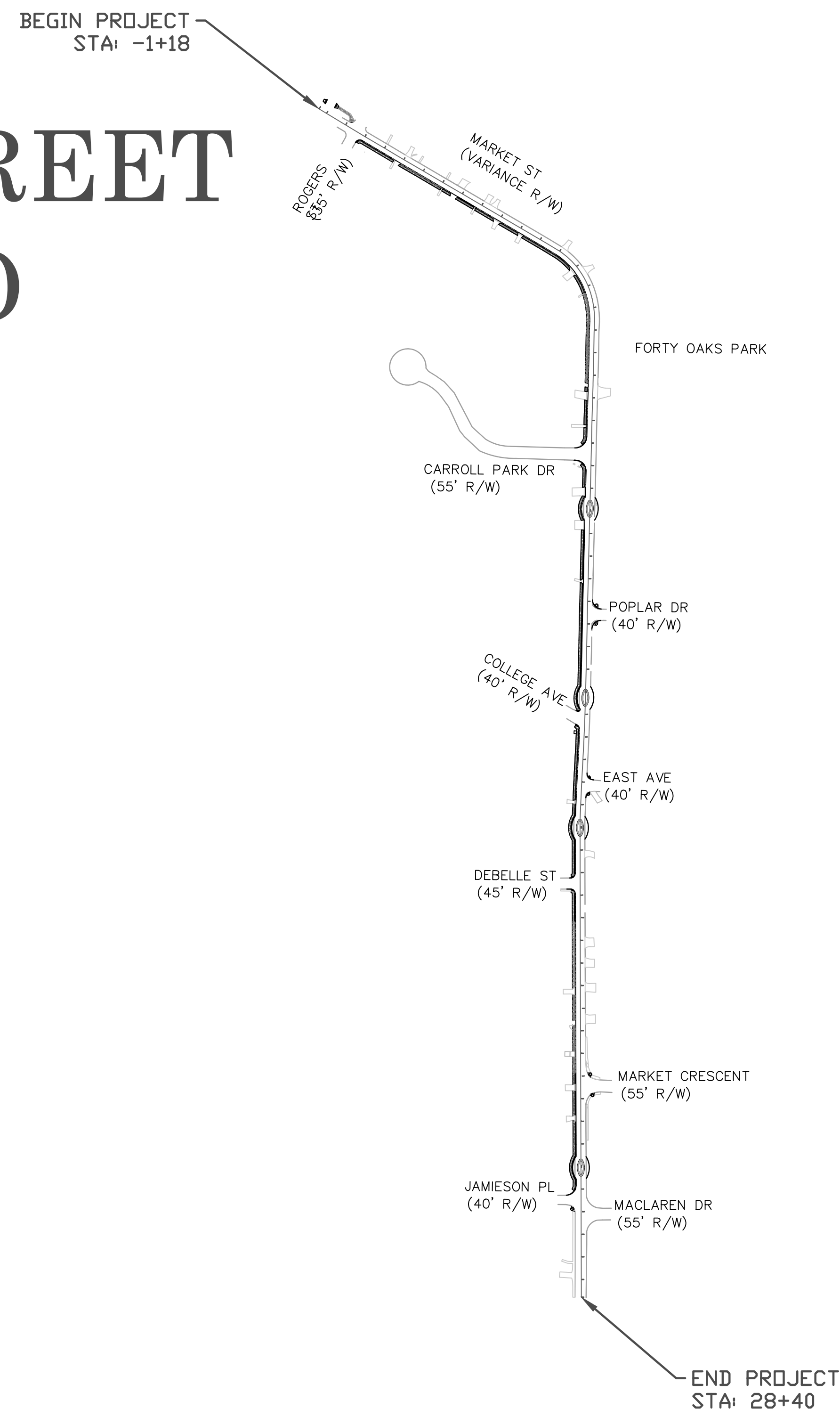
COLLABORATIVE  
 INFRASTRUCTURE  
 SERVICES

CUSTOMIZED CIVIL  
 ENGINEERING  
 SOLUTIONS



# SPLOST 08 MARKET STREET RESURFACING AND SIDEWALKS

SHEET INDEX	
C0	COVER SHEET
C1-C2	CONSTRUCTION PLANS
C3	GENERAL NOTES



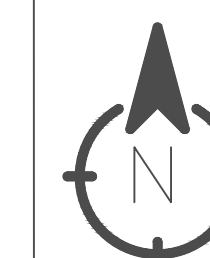
## SPLOST 08 MARKET STREET RESURFACING AND SIDEWALKS

DRAWING DATE:  
 08/02/2021

REVISIONS:




SCALE: 1" = 40'



C0



**Know what's below.  
 Call before you dig.**  
 DIAL 811



SPLOST 08  
MARKET STREET  
RESURFACING AND SIDEWALKS

DRAWING DATE:

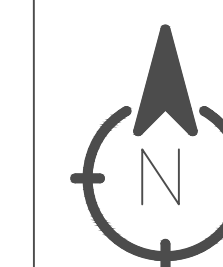
08/02/2021

REVISIONS:

NO.	DATE	DESCRIPTION

0 20' 40' 80' 120'

SCALE: 1" = 40'

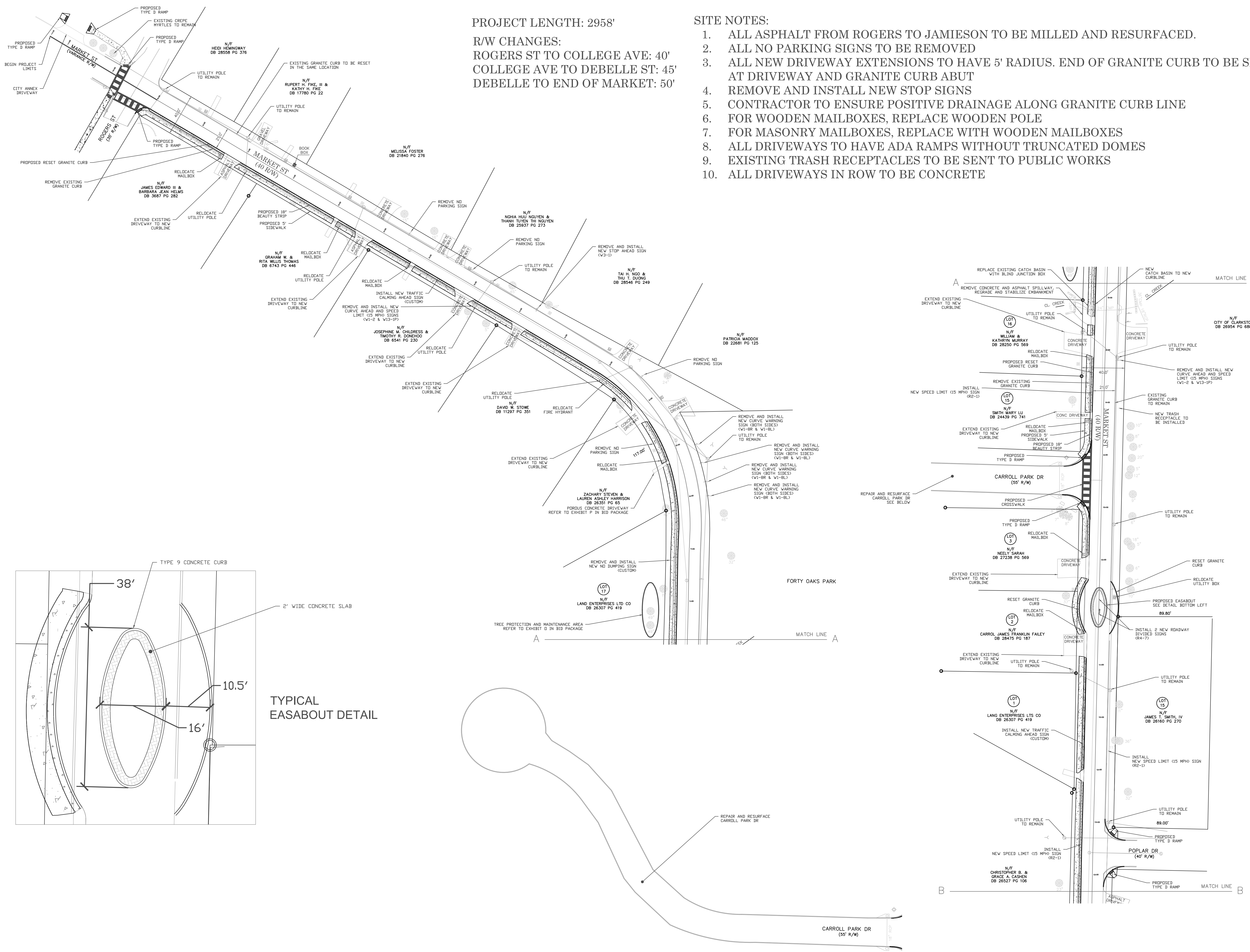


C1

PROJECT LENGTH: 2958'  
R/W CHANGES:  
ROGERS ST TO COLLEGE AVE: 40'  
COLLEGE AVE TO DEBELLE ST: 45'  
DEBELLE TO END OF MARKET: 50'

SITE NOTES:

1. ALL ASPHALT FROM ROGERS TO JAMIESON TO BE MILLED AND RESURFACED.
2. ALL NO PARKING SIGNS TO BE REMOVED
3. ALL NEW DRIVEWAY EXTENSIONS TO HAVE 5' RADIUS. END OF GRANITE CURB TO BE SLOPED AT DRIVEWAY AND GRANITE CURB ABUT
4. REMOVE AND INSTALL NEW STOP SIGNS
5. CONTRACTOR TO ENSURE POSITIVE DRAINAGE ALONG GRANITE CURB LINE
6. FOR WOODEN MAILBOXES, REPLACE WOODEN POLE
7. FOR MASONRY MAILBOXES, REPLACE WITH WOODEN MAILBOXES
8. ALL DRIVEWAYS TO HAVE ADA RAMPS WITHOUT TRUNCATED DOMES
9. EXISTING TRASH RECEPTACLES TO BE SENT TO PUBLIC WORKS
10. ALL DRIVEWAYS IN ROW TO BE CONCRETE



TYPICAL  
EASABOUT DETAIL



SPLOST 08  
MARKET STREET  
RESURFACING AND SIDEWALKS

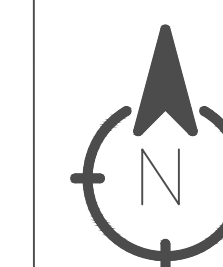
DRAWING DATE:

08/02/2021

REVISIONS:




SCALE: 1" = 40'

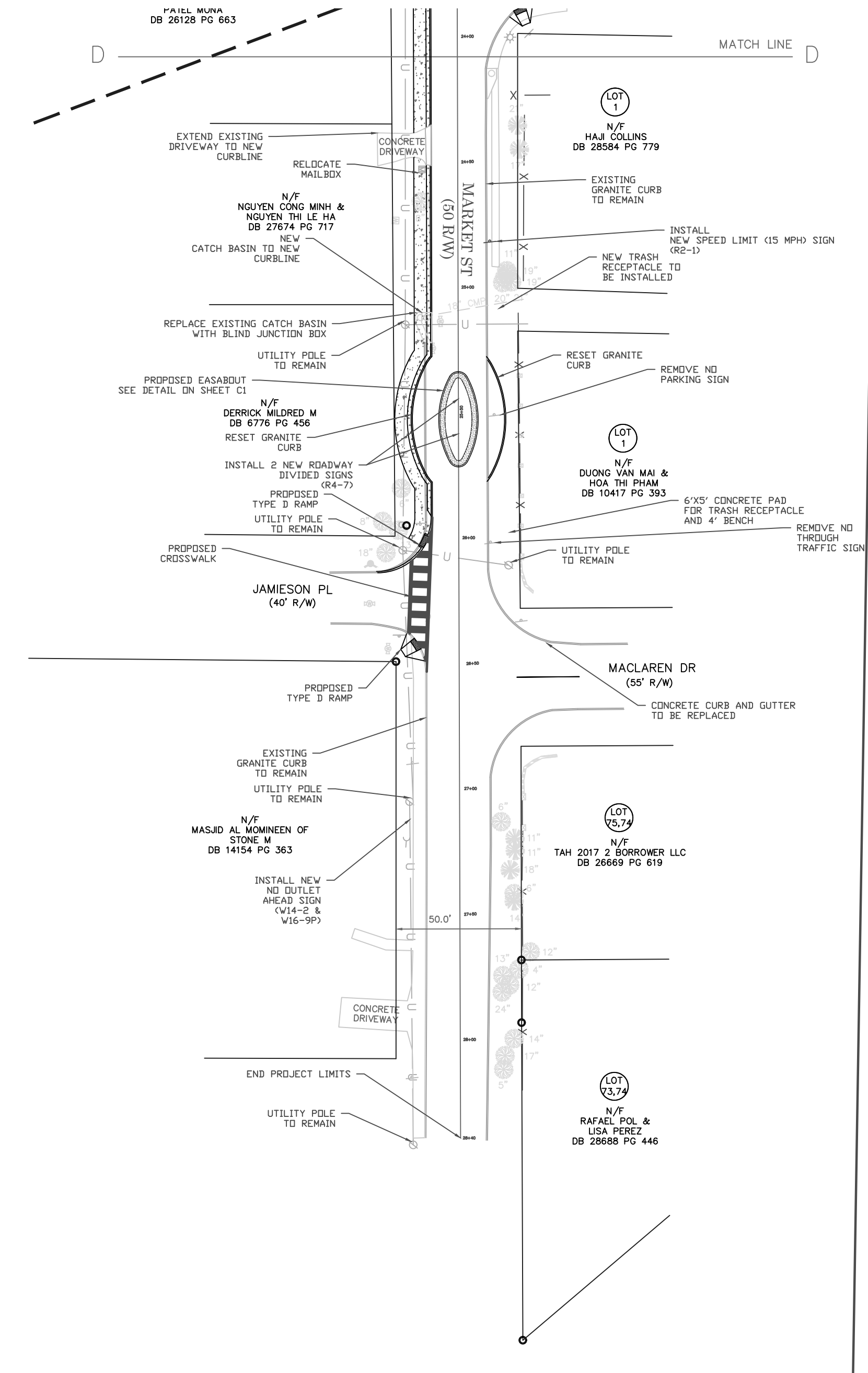
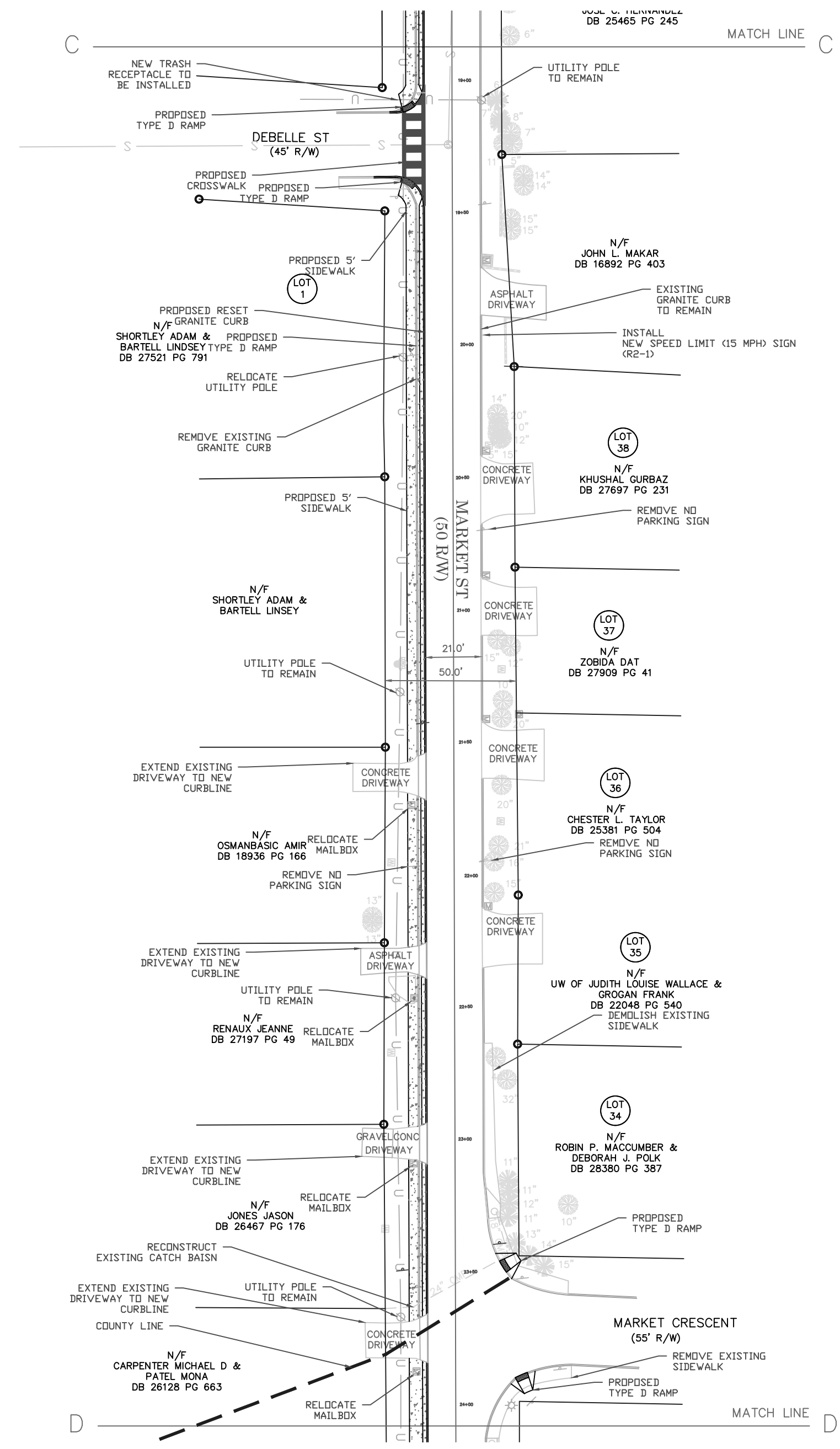
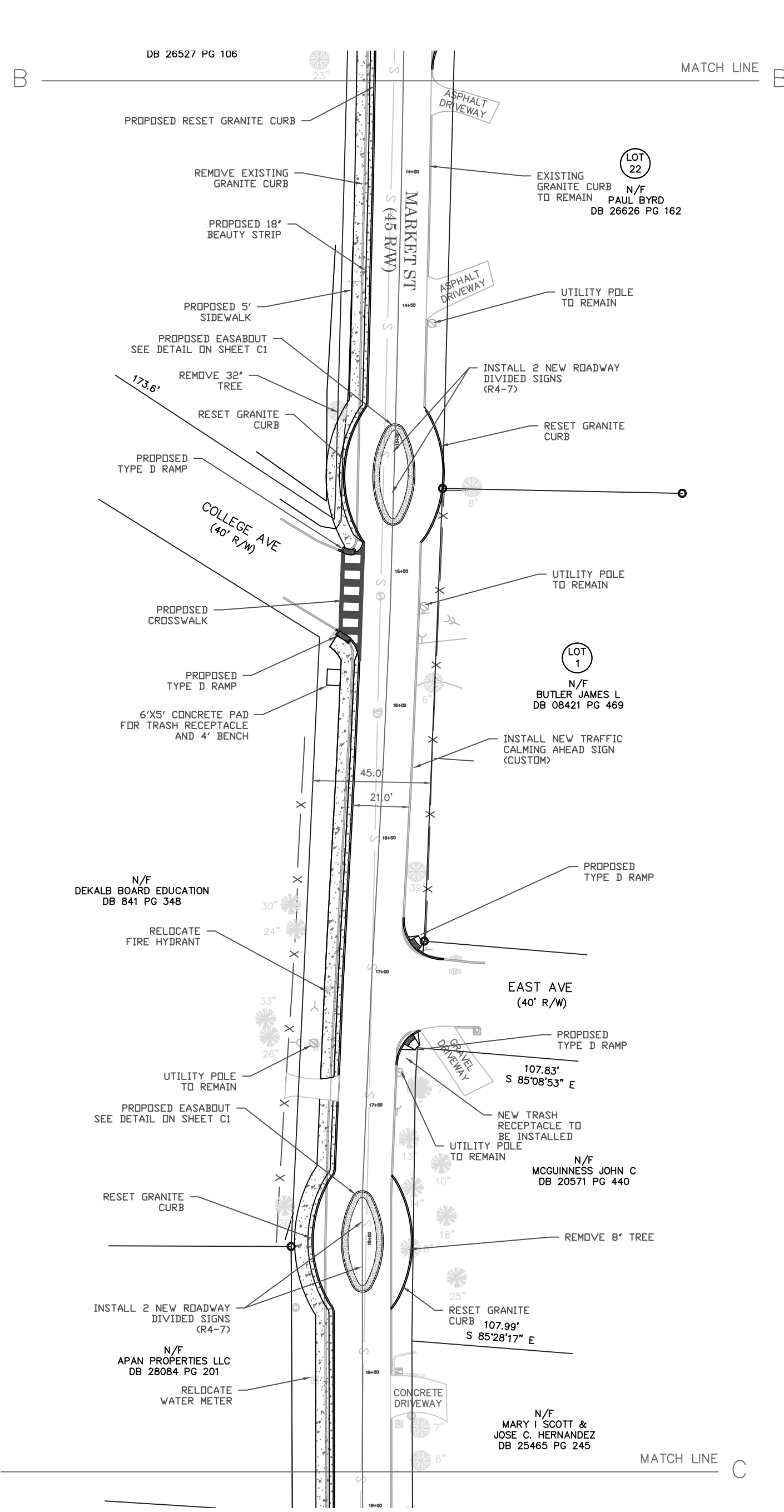


C2

R/W CHANGES:  
ROGERS ST TO COLLEGE AVE: 40'  
COLLEGE AVE TO DEBELLE ST: 45'  
DEBELLE TO END OF MARKET: 50'

SITE NOTES:

1. ALL ASPHALT FROM ROGERS TO JAMIESON TO BE MILLED AND RESURFACED.
2. ALL NO PARKING SIGNS TO BE REMOVED
3. ALL NEW DRIVEWAY EXTENSIONS TO HAVE 5' RADIUS. END OF GRANITE CURB TO BE SLOPED AT DRIVEWAY AND GRANITE CURB ABUT
4. REMOVE AND INSTALL NEW STOP SIGNS
5. CONTRACTOR TO ENSURE POSITIVE DRAINAGE ALONG GRANITE CURB LINE
6. FOR WOODEN MAILBOXES, REPLACE WOODEN POLE
7. FOR MASONRY MAILBOXES, REPLACE WITH WOODEN MAILBOXES
8. ALL DRIVEWAYS TO HAVE ADA RAMPS WITHOUT TRUNCATED DOMES
9. EXISTING TRASH RECEPTACLES TO BE SENT TO PUBLIC WORKS
10. ALL DRIVEWAYS IN ROW TO BE CONCRETE





**GENERAL NOTES:**

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, GUIDELINES AND DETAILS, THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA, LATEST EDITION, CURRENT CITY OF CLARKSTON REQUIREMENTS AND ANY OTHER LOCAL AND STATE STANDARDS THAT MAY APPLY.
2. THE CONTRACTOR IS RESPONSIBLE FOR ALL FEDERAL, STATE, OSHA AND LOCAL SAFETY REGULATIONS, LAWS, CODES OR ORDINANCES WHICH MAY APPLY.
3. IN THE DRAWINGS, USE OF THE TERMS OWNER, OWNER'S REPRESENTATIVE, ENGINEER, LANDSCAPE ARCHITECT, OR DESIGN PROFESSIONAL SHALL BE INTERPRETED TO BE COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404-909-5619). REFER TO CONTRACT DOCUMENTS.
4. EXISTING CONDITIONS SHOWN ARE FROM A BOUNDARY AND TOPOGRAPHIC SURVEY FOR CITY OF CLARKSTON, PREPARED BY: BOUNDARY ZONE, DATED 01/05/2021.
5. THERE ARE NO KNOWN EXISTING LANDFILLS OR PROPOSED ON-SITE BURY PITS.
6. THERE IS NO FLOODPLAIN LOCATED ON-SITE.
7. THERE ARE NO KNOWN WETLANDS OR STATE WATERS LOCATED ON-SITE.
8. CONTRACTOR SHALL ADHERE TO ALL TERMS AND CONDITIONS AS OUTLINED IN THE GENERAL NPDES PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL PROVIDE STORM WATER DISCHARGE MONITORING, DOCUMENTATION AND REPORTING RELATED TO CONSTRUCTION ACTIVITIES FOR THE PROJECT.
9. ALL DIMENSIONS ARE TAKEN FROM/TO FENCELINES, PROPERTY LINES, EDGE OF PAVEMENT, CENTERLINE OF UTILITY, CENTERLINE OF MANHOLE OR CATCH BASIN, CENTERLINE OF ROAD, FACE OF CURB, CENTER OF PAINT STRIPE, AND FACE OF WALL OR BUILDING UNLESS OTHERWISE NOTED.
10. REPETITIVE FEATURES ON PLANS NOT DRAWN IN THEIR ENTIRETY SHALL BE COMPLETELY PROVIDED AS IF DRAWN IN FULL.
11. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ALL SURVEYING SERVICES REQUIRED TO LAYOUT AND BUILD THE PROJECT. THIS SHALL INCLUDE ALL HORIZONTAL AND VERTICAL STAKEOUT.
12. INGRESS AND EGRESS SHALL BE MAINTAINED AT ALL TIMES TO ADJACENT PROPERTIES. REFER TO SUB-SECTION 107.07 OF THE GDOT STANDARD SPECIFICATIONS.
13. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PREPARE A MAINTENANCE OF A TRAFFIC PLAN USING THE GUIDELINES FOR APPROVAL BY COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404-909-5619) BEFORE STARTING CONSTRUCTION. PAYMENT SHALL BE INCLUDED IN PRICE FOR TRAFFIC CONTROL LUMP SUM. APPROVAL BY THE CITY OF CLARKSTON PUBLIC WORKS DEPARTMENT AND PERMITTING WILL BE REQUIRED.
14. CONTRACTOR SHALL INSURE THAT ACCESS TO PROPERTIES IS MAINTAINED AT ALL TIMES. IN CASES WHERE A PROPERTY HAS TWO POINTS OF ACCESS, ONE MUST REMAIN OPEN WHILE THE OTHER IS IMPROVED. IN CASES WHERE A PROPERTY HAS ONLY ONE ENTRANCE, TEMPORARY ACCESS WILL BE PROVIDED AND MAINTAINED DURING CONSTRUCTION.
15. PRICE BID FOR TRAFFIC CONTROL-LUMP SUM SHALL INCLUDE, BUT IS NOT LIMITED TO AGGREGATE SURFACE COURSE CONSTRUCTION, MAINTENANCE, AND REMOVAL OF TEMPORARY SIGNAGE AND PAVEMENT MARKINGS, BARRICADES, CHANNELIZING DEVICES, DETOUR PAVING, ETC. REQUIRED FOR MAINTENANCE OF TRAFFIC DURING CONSTRUCTION. ALL TEMPORARY SIGNING AND PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION, AND/OR AS DIRECTED BY THE OWNER.
16. ALL SIDEWALK AND CURB CUT (WHEELCHAIR) RAMPS SHALL BE IN ACCORDANCE WITH GDOT SPECIAL DETAILS AND CITY OF CLARKSTON REQUIREMENTS. RAMPS SHALL BE CONSTRUCTED AT ALL POINTS WHERE SIDEWALK TERMINATES AT CURB OR IS BISECTED BY DRIVEWAYS, IF NECESSARY. THE EXACT TYPE OF RAMP (TERMINAL OR ON CURB RADIUS) MAY BE MODIFIED AS DIRECTED BY COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404-909-5619).
17. THE TOTAL AREA SHOWN ON THE PLANS FOR GRASSING ON PLANS ARE FOR INFORMATION ONLY. THE CITY OF CLARKSTON ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY. THE CONTRACTOR SHALL BID ON GRASSING, BY UNIT COST, AND IT SHALL BE HIS RESPONSIBILITY TO DETERMINE THE ACTUAL AREA TO BE GRASSED, AS ALL DISTURBED AREAS MUST BE PERMANENTLY VEGETATED. NO CLAIMS WILL BE CONSIDERED FOR EXTRA COMPENSATION IF THE CONTRACTOR RELIES ON THE AREA SHOWN ON THE PLANS.
18. ALL CUT AND FILL SLOPES SHALL BE GRASSED AS DIRECTED BY COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404-909-5619) IMMEDIATELY AFTER THE SLOPES ARE ESTABLISHED IN ORDER TO REDUCE EROSION. IF THE SEASON DOES NOT PERMIT GRASSING, STRAW MULCH STABILIZATION SHALL BE USED AS DIRECTED BY COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404-909-5619). REFER TO SECTION 161 OF THE STANDARD SPECIFICATIONS.
19. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO OR CONCURRENT WITH DEMOLITION, CLEARING OR OTHER LAND DISTURBANCE ACTIVITIES AND SHALL BE MAINTAINED AT ALL TIMES. ADDITIONAL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION OR AS DIRECTED BY COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404-909-5619).
20. CONTRACTOR SHALL INSPECT ALL SEDIMENT AND EROSION CONTROL MEASURES DAILY AND DURING PROLONGED PERIODS OF CONTINUOUS RAINFALL EVENTS TO ENSURE THAT ALL CONTROLS ARE FUNCTIONING PROPERLY. DAMAGED CONTROLS SHALL BE REPLACED BY THE END OF THE WORKDAY.
21. CONTRACTOR SHALL PROVIDE, INSTALL, AND MAINTAIN ALL REQUIRED SEDIMENT AND EROSION CONTROL MEASURES AS SHOWN ON THE DRAWINGS, DURING ALL PHASES OF CONSTRUCTION.
22. ALL SILT FENCES MUST BE PLACED AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL BE DONE UNTIL SILT FENCE INSTALLATION IS COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ALL SILT FENCES AND TO REPAIR OR REPLACE ANY SILT FENCE THAT IS NOT SATISFACTORY. ALL EROSION CONTROL DEVICES SHALL BE PLACED ACCORDING TO THE PLANS AND AS DIRECTED BY COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404-909-5619).
23. ALL GRANITE CURB INSTALLATION SHALL INCLUDE A MIN. 6" THICK CLASS B CONCRETE FOOTING THE ENTIRE LENGTH OF CURB.
24. ALL PAVEMENT GAPS AFTER CURB INSTALLATION SHALL BE FILLED WITH ASPHALT PATCHING PRIOR TO RESURFACING.

**GENERAL SITE DEMOLITION NOTES:**

1. "DEMOLISH" SHALL MEAN TO REMOVE AN OBJECT IN ITS ENTIRETY. RESTORE GRADES AND SURFACE IMPROVEMENTS TO MATCH EXISTING CONDITIONS OR PER REQUIREMENTS OF NEW WORK, WHICHEVER IS APPLICABLE. CONTRACTOR SHALL SAWCUT TO FULL PAVEMENT, SIDEWALK AND CURB AND GUTTER DEPTH AT THE LIMIT OF DEMOLITION FOR REMOVAL OF PAVEMENT, SIDEWALK AND CURB AND GUTTER.
2. THE CONTRACTOR SHALL SUBMIT A DETAILED DEMOLITION SCHEDULE AND LOGISTICS PROCEDURE TO COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404-909-5619) FOR APPROVAL AT LEAST 10 DAYS BEFORE DEMOLITION IS TO BEGIN. THE DEMOLITION PROCEDURE SHALL INCLUDE A DETAILED DESCRIPTION OF THE METHODS AND EQUIPMENT TO BE USED FOR EACH OPERATION AND THE SEQUENCE OF WORK. THE DEMOLITION PROCEDURES SHALL PROVIDE FOR SAFE CONDUCT OF WORK AND THE PROTECTION OF PROPERTY WHICH IS TO REMAIN UNDISTURBED AND COORDINATION WITH OTHER WORK OR OPERATIONS THAT MAY BE IN PROGRESS. METHODS AND SCHEDULING OF DEMOLITION ACTIVITIES MUST BE APPROVED BY COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404-909-5619) AND COORDINATED WITH THE CONTRACTOR'S SCHEDULE AND ASSOCIATED EROSION AND SEDIMENTATION CONTROL PLANS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EXISTING SERVICE CONNECTIONS TO BE REMOVED FROM BUILDINGS OR THE SITE, IF PRESENT, AND PERMANENTLY PLUGGING PIPES WHERE REQUIRED IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTILITY COMPANIES CONCERNED.
4. CONTRACTOR SHALL MINIMIZE THE IMPACT OF CONSTRUCTION ACTIVITIES ON THE TRAFFIC FLOW TO SURROUNDING FACILITIES TO REMAIN.
5. NO DEBRIS FROM SITE DEMOLITION SHALL BE BURIED ON SITE. ALL MATERIAL GENERATED FROM DEMOLITION OPERATION SHALL BE PROPERLY DISPOSED OF OFFSITE.

**GRADING NOTES:**

1. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FURNISH SUITABLE BORROW MATERIAL FOR THE PROJECT AND DISPOSE OF ANY UNSUITABLE OR WASTE MATERIAL PROPERLY OFF-SITE.
2. CONTRACTOR SHALL VERIFY PROJECT LIMITS PRIOR TO COMMENCING WORK. THE CONTRACTOR AND SUBCONTRACTORS SHALL VISIT THE SITE PRIOR TO SUBMITTING BIDS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING AND MAINTAINING A BENCHMARK FOR THE PROJECT, AND FOR ANY REQUIRED ELEVATION TRANSLATION. REFER TO SURVEY DRAWINGS FOR ANY DATUM AND BENCHMARK DATA, IF ANY.
4. ANY AND ALL DAMAGE TO EXISTING PLANT MATERIAL OR HARDSCAPE ELEMENTS THAT ARE TO REMAIN, I.E. CURBS, ROADS, WALLS FENCES, TREES, SHRUBS, ETC. SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY AND PERMANENT GROUNDWATER CONTROL DURING CONSTRUCTION. THE CONTRACTOR SHALL ALSO CONTROL SURFACE RUNOFF IN ORDER TO PREVENT PONDING IN OPEN EXCAVATIONS AND PREVENT POTENTIAL UNDERMINING OF PERMANENT CONSTRUCTION FEATURES.
6. CONTRACTOR SHALL NOT WORK FILL MATERIALS DURING UNFAVORABLE WEATHER CONDITIONS. CONTRACTOR SHALL NOT PERMIT EQUIPMENT TO BE USED IN SUCH A MANNER AS TO CAUSE EQUIPMENT TO EXCESSIVELY PUMP OR RUT THE SUBGRADE OR OTHER PREPARED AREAS.
7. CONTRACTOR SHALL STRIP ALL TOPSOIL AND ORGANIC MATTER FROM AREAS TO BE MASS GRADED, UNLESS OTHERWISE INDICATED.
8. CONTRACTOR SHALL GRADE IN A MANNER TO ESTABLISH LONG SMOOTH GRADIENTS IN ORDER TO REDUCE ABRUPT CHANGES, DIPS AND SHARP TRANSITIONS IN THE FINISHED GRADE.
9. CONTRACTOR SHALL GRADE ALL DISTURBED AREAS TO ENSURE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS AND TOWARD DRAINAGE STRUCTURES OR DITCHES. NATURAL FLOW OF SURROUNDING WATERS SHALL NOT BE DISTURBED DURING CONSTRUCTION, UNLESS SHOWN OTHERWISE.
10. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE POSITIVE DRAINAGE ON ALL GRADED SURFACE AREAS. THE CONTRACTOR SHALL MAINTAIN A MINIMUM SLOPE OF 1% ON HARDSCAPE AND MINIMUM SLOPE OF 2% ON GRADED AREAS, UNLESS OTHERWISE INDICATED.
11. THE MAXIMUM CUT OR FILL SLOPES ARE 3 HORIZONTAL TO 1 VERTICAL, UNLESS OTHERWISE INDICATED.
12. FILL MATERIALS SUPPORTING ROADWAYS, PARKING AREAS, SIDEWALKS, STRUCTURES, BUILDINGS AND WALLS SHALL BE COMPACTED TO 95 PERCENT OF THE MAXIMUM DRY DENSITY. THE TOP 12-INCHES OF FILL MATERIALS SUPPORTING ROADWAYS, PARKING AREAS, SIDEWALKS, STRUCTURES, BUILDINGS AND WALLS SHALL BE COMPACTED TO 98 PERCENT OF THE MAXIMUM DRY DENSITY. FILL PLACED FOR GENERAL SITE GRADING SHALL BE COMPACTED TO 90 PERCENT OF THE MAXIMUM DRY DENSITY.
13. REFER TO GDOT SPECIFICATIONS FOR FILL MATERIAL REQUIREMENTS.
14. SOIL AND MATERIAL TESTING WILL BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY PAID FOR BY THE CONTRACTOR, THE SELECTION OF WHICH SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE LAB AND SCHEDULING TESTS. TESTING REQUIREMENTS SHALL BE IN ACCORDANCE WITH ACCEPTABLE ASTM OR GDOT STANDARDS. TEST FOR CONCRETE, BASE, ASPHALT, PIPE BEDDING/BACKFILL, AND SOIL.
15. ALL AREAS WHERE ROADS, SIDEWALKS, WALLS AND/OR OTHER STRUCTURES ARE TO BE CONSTRUCTED, SHALL BE TESTED PRIOR THE PLACEMENT OF CONCRETE, ASPHALT, GRADED AGGREGATE BASE OR FILL MATERIALS.
16. CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE SITE AND LEGALLY DISPOSE OF IT. NO RUBBISH OR DEBRIS SHALL BE BURNED OR BURIED ON THE SITE.
17. NOTE THAT ALL MANHOLES, VALVES, ETC. WITHIN ROADWAY SHALL BE FLUSH WITH THE PAVEMENT AND ENCASED IN COLLARS PER DEKALB WATERSHED SPECIFICATIONS. CONCRETE TO HAVE STAINED WITH BLACK DYE OR OTHER DURABLE CONCRETE PAINT. COST TO BE INCLUDED IN THE BID SUBMITTED.

**UTILITY NOTES:**

1. THE LOCATION OF ALL EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE DESIGN PROFESSIONAL ASSUMES NO RESPONSIBILITY FOR INACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING UNDERGROUND UTILITIES, WHETHER SHOWN ON THE PLAN OR LOCATED BY THE UTILITY COMPANY. ANY DAMAGE INCURRED TO ANY EXISTING UTILITY ELEMENTS SHALL BE REPAIRED PROPERLY AND IMMEDIATELY AT NO ADDITIONAL COST TO THE OWNER.
2. ALL UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404-909-5619) IMMEDIATELY.
3. CONTRACTOR WILL REPAIR ANY DAMAGE DONE BY CONSTRUCTION ACTIVITIES TO EXISTING UTILITIES AT NO ADDITIONAL COST TO THE OWNER.
4. ANY FEES ASSOCIATED WITH UTILITY RELOCATIONS SHALL BE BORNE BY THE CONTRACTOR IN ACCORDANCE WITH RESPECTIVE UTILITY COMPANY STANDARDS.
5. THE CONTRACTOR SHALL COORDINATE DISCONNECTION OF EXISTING UTILITIES WITH THE APPROPRIATE UTILITY PROVIDER.
6. CONTRACTOR TO ENSURE ALL EXISTING TOPS OF MANHOLES AND VALVE BOXES ARE RAISED OR LOWERED TO BE FLUSH WITH FINISHED GRADES, UNLESS NOTED OTHERWISE.
7. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL REQUIRED PERMITS AND/OR EASEMENTS ARE OBTAINED AND IN HAND BEFORE BEGINNING ANY DEMOLITION OR CONSTRUCTION. NO CONSTRUCTION OR FABRICATION OF ANY ITEM SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED ALL PLANS AND ANY OTHER DOCUMENTATION FROM ALL OF THE PERMITTING AND ANY OTHER REGULATORY AUTHORITIES. ANY PENALTIES, STOP WORK ORDERS OR ADDITIONAL WORK RESULTING FROM THE CONTRACTOR BEING IN VIOLATION OF THE REQUIREMENTS ABOVE, SHALL BE FULLY BORNE BY THE CONTRACTOR.
8. CONTRACTOR SHALL FURNISH AND MAINTAIN ANY AND ALL NECESSARY BARRICADES AROUND THE WORK AND PROVIDE PROTECTION AGAINST WATER DAMAGE AND SOIL EROSION IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.
9. CONTRACTOR TO MOVE ALL CONSTRUCTION DEBRIS OFF THE PROPERTY AND DISPOSE DEBRIS AT A LEGAL, PERMITTED LANDFILL CONSISTENT WITH ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS.
10. CONTRACTOR WILL NOTIFY ALL AFFECTED UTILITIES AND COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404-909-5619) AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION NEAR EXISTING UTILITIES.

ATLANTA GAS LIGHT	GAS	MFLOYD@SOUTHERNCO.COM (404) 564-3598	MILTON FLOYD	10 PEACHTREE PLACE NE ATLANTA, GA 30309
AT&T TELECOMMUNICATIONS	TELECOMMUNICATIONS	BS0368@ATT.NET (678) 534-4817	BILL SZYMANSKI	575 MOROSGO DRIVE ATLANTA, GA 30324
COMCAST	CABLE	ANSLEY_JOHNSON@COMCAST.COM (770) 733-4126	CHARLES ROSS	1038 W PEACHTREE STREET ATLANTA, GA 30309
GA POWER	POWER	ATSTODD@SOUTHERNCO.COM (812) 602-2148	ASHLEY STODDARD	3825 ROGERS BRIDGE ROAD BIN 78641 DULUTH, GA 30097

**CONSTRUCTION NOTES:**

1. THE CONTRACTOR SHALL MAINTAIN ACCESS TO AND FROM THE SITE AT ALL TIMES. UTILITY SERVICES SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL COORDINATE ANY TEMPORARY INTERRUPTION OF ACCESS OR UTILITIES WITH COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404-909-5619) PRIOR TO THE INTERRUPTION.
2. CONTRACTOR IS RESPONSIBLE FOR SECURING OR OBTAINING LAYDOWN AREAS, TEMPORARY OFFICES, REQUIRED TEMPORARY ELECTRICAL SERVICE AND PROVIDING WATER AS REQUIRED FOR CONSTRUCTION AND LANDSCAPE MAINTENANCE UNTIL SUCH TIME THE OWNER ACCEPTS THE PROJECT AS COMPLETE AND IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
3. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS ASSOCIATED WITH DEWATERING.
4. CONTRACTOR SHALL COORDINATE AND GIVE PROPER NOTIFICATIONS TO ALL INSPECTION AGENCIES PRIOR TO START OF THE CONSTRUCTION.
5. CONTRACTOR TO PROVIDE BARRIERS AS REQUIRED TO PREVENT PUBLIC ENTRY TO CONSTRUCTION AREAS AND PROTECT EXISTING FACILITIES AND ADJACENT PROPERTIES FROM CONSTRUCTION ACTIVITIES. THE REQUIRED BARRIERS AND DEVICES SHALL BE ERECTED PRIOR TO COMMENCEMENT OF THE WORK.
6. ALL NEW PAVEMENT AND SIDEWALKS SHALL BE CONSTRUCTED FLUSH WITH EXISTING, WITH NO PONDING OF STORMWATER, UNLESS NOTED OTHERWISE.
7. CONTRACTOR SHALL REVIEW THE PLANS AND SPECIFICATIONS AND VERIFY ALL EXISTING CONDITIONS, COORDINATES, AND DIMENSIONAL INFORMATION PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BRING ALL DISCREPANCIES TO THE ATTENTION OF COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404-909-5619) PRIOR TO STARTING CONSTRUCTION.
8. CONTRACTOR SHALL STOP WORK IN AN AREA WHEN IT IS OBSERVED THAT THE EXISTING SITE CONDITIONS IN THAT AREA DIFFER FROM THOSE PRESENTED IN THE DRAWINGS. SUCH CIRCUMSTANCES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404-909-5619). THE CONTRACTOR SHALL ASSUME ALL LIABILITY FOR DAMAGES RESULTING FROM THE FAILURE TO COMPLY WITH THIS REQUIREMENT. THE CONTRACTOR SHALL BRING ANY DISCREPANCIES IN PLAN, SITE CONDITIONS AND PRIOR WORK TO THE OWNER'S ATTENTION BEFORE ANY ADDITIONAL WORK IS PERFORMED.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A MARKED-UP SET OF DESIGN DRAWINGS SHOWING "AS-BUILT" CONDITIONS. THESE "RECORD DRAWINGS" SHALL BE MADE AVAILABLE TO COLLABORATIVE INFRASTRUCTURE SERVICES, INC. (404-909-5619) UPON REQUEST. THE MARK-UPS SHALL BE AT THE SITE AT ALL TIMES AND SHALL BE UTILIZED TO DEVELOP FINAL RECORD DRAWINGS. THE COST OF THE AS-BUILT DRAWINGS SHALL BE INCLUDED IN THE SUBMITTED BID.

**COLLABORATIVE INFRASTRUCTURE SERVICES**

CUSTOMIZED CIVIL ENGINEERING SOLUTIONS



**S P L O S T 0 8  
M A R K E T S T R E E T  
R E S U R F A C I N G A N D S I D E W A L K S**

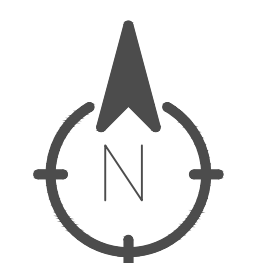
DRAWING DATE:

08/02/2021

REVISIONS:




SCALE: 1" = 30'



**C3**



SPLOST 08  
MARKET STREET  
RESURFACING AND SIDEWALKS

DRAWING DATE:

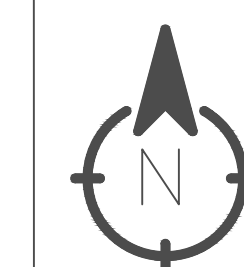
08/02/2021

REVISIONS:

NO.	DESCRIPTION
1	08/04/2021 - ADD GUARDRAIL



SCALE: 1" = 40'



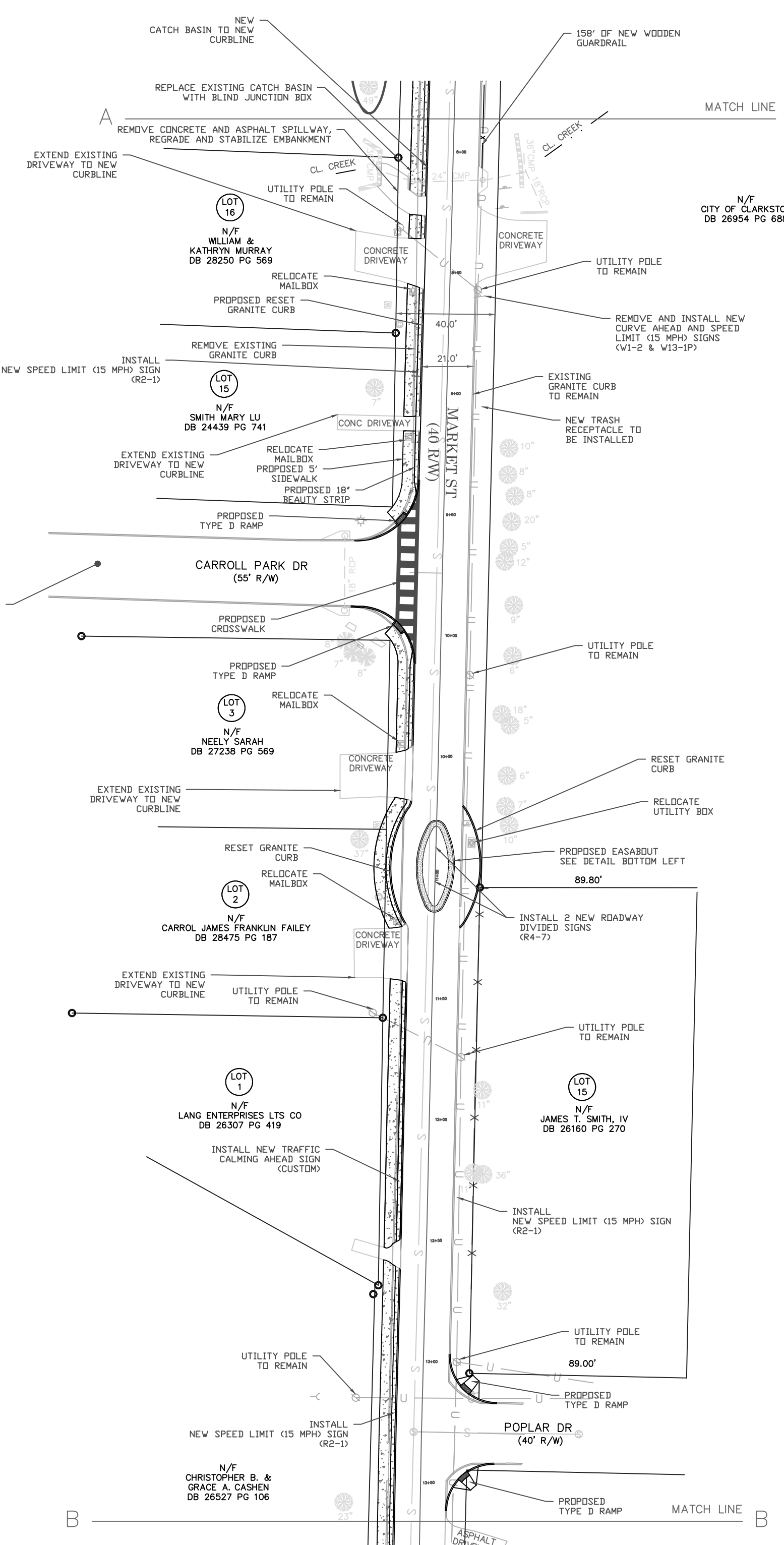
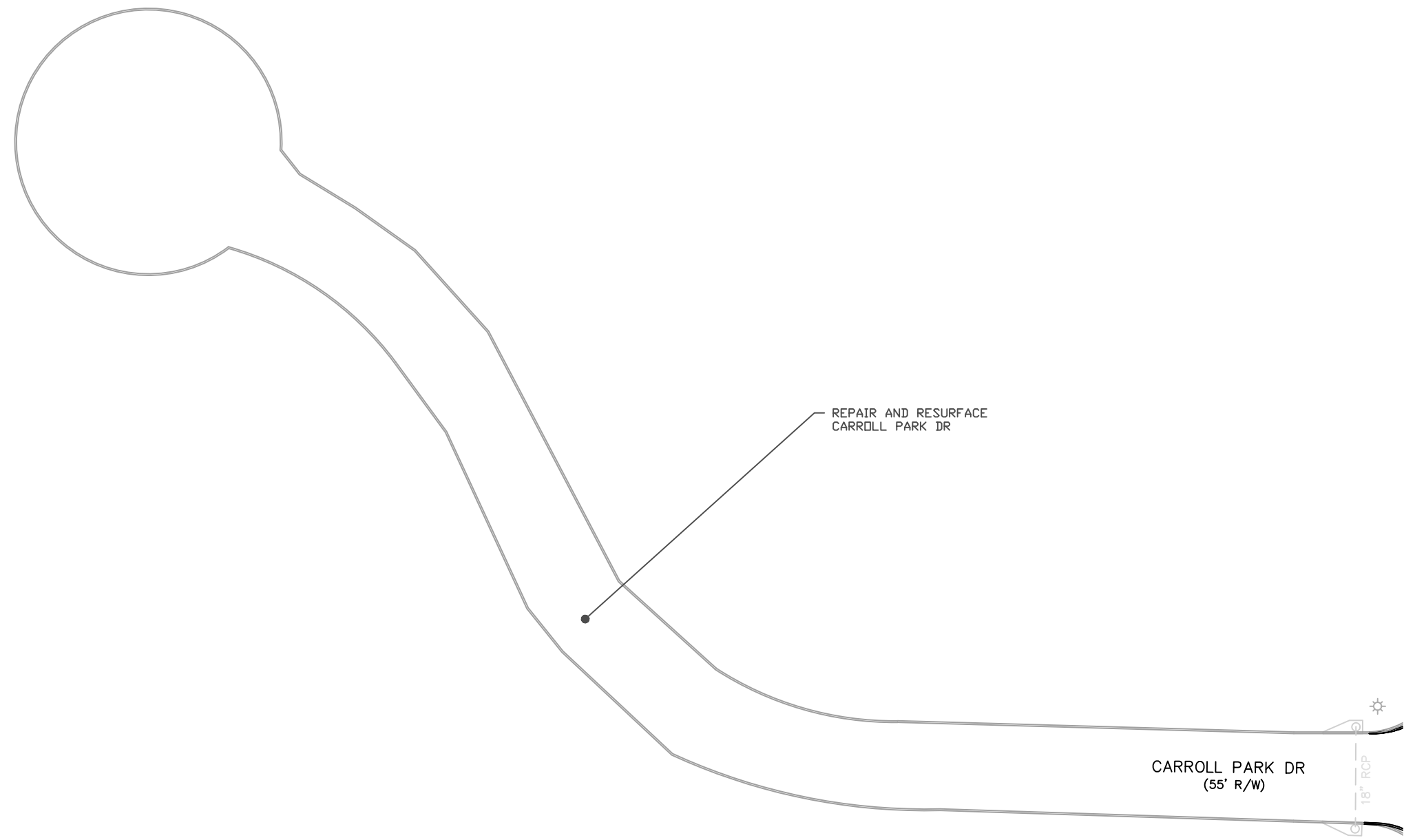
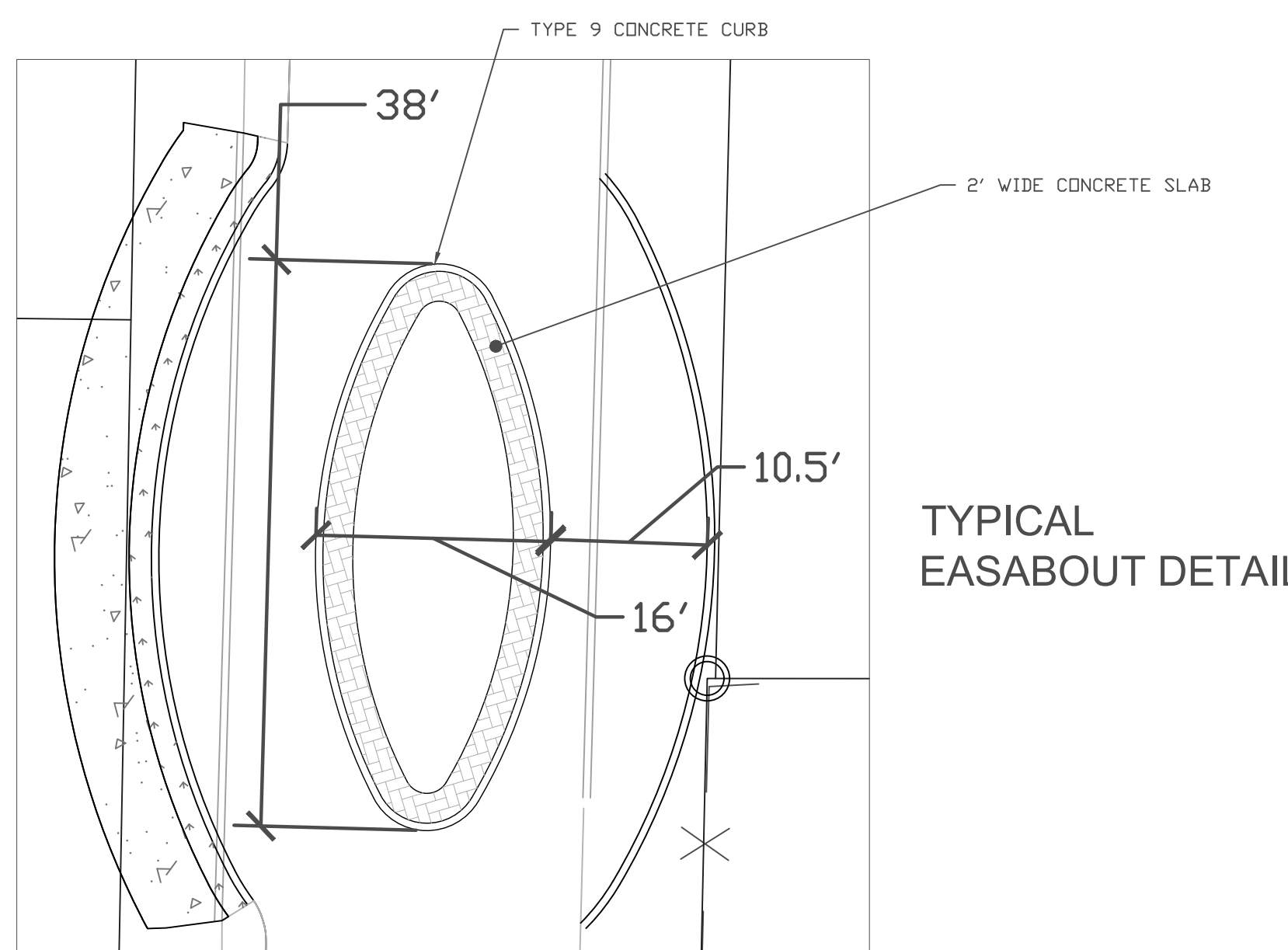
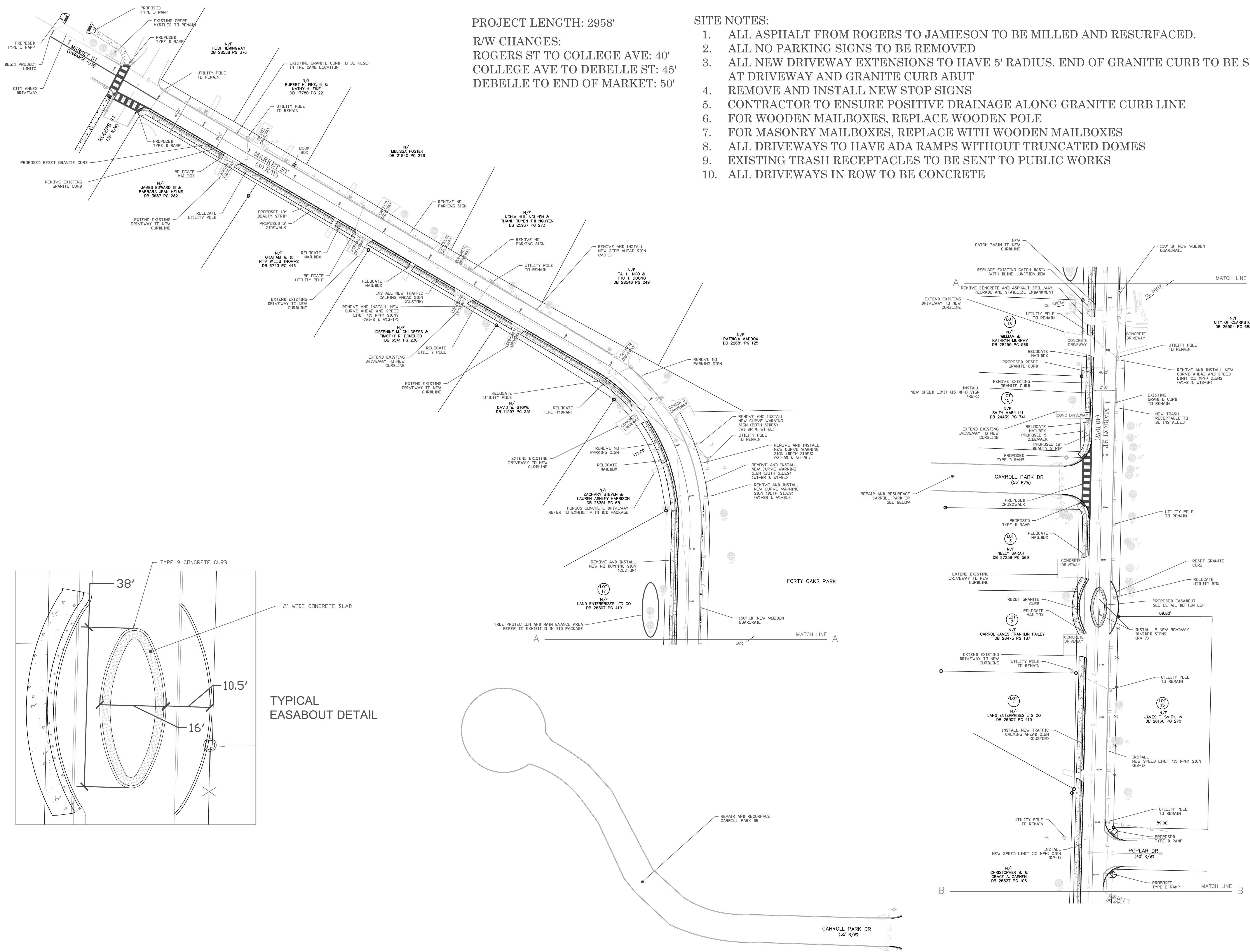
C1

SITE NOTES:

1. ALL ASPHALT FROM ROGERS TO JAMIESON TO BE MILLED AND RESURFACED.
2. ALL NO PARKING SIGNS TO BE REMOVED
3. ALL NEW DRIVEWAY EXTENSIONS TO HAVE 5' RADIUS. END OF GRANITE CURB TO BE SLOPED AT DRIVEWAY AND GRANITE CURB ABUT
4. REMOVE AND INSTALL NEW STOP SIGNS
5. CONTRACTOR TO ENSURE POSITIVE DRAINAGE ALONG GRANITE CURB LINE
6. FOR WOODEN MAILBOXES, REPLACE WOODEN POLE
7. FOR MASONRY MAILBOXES, REPLACE WITH WOODEN MAILBOXES
8. ALL DRIVEWAYS TO HAVE ADA RAMPS WITHOUT TRUNCATED DOMES
9. EXISTING TRASH RECEPTACLES TO BE SENT TO PUBLIC WORKS
10. ALL DRIVEWAYS IN ROW TO BE CONCRETE

PROJECT LENGTH: 2958'

R/W CHANGES:  
ROGERS ST TO COLLEGE AVE: 40'  
COLLEGE AVE TO DEBELLE ST: 45'  
DEBELLE TO END OF MARKET: 50'





## **Addendum No. 2**

**Date of Addendum Issuance:** August 23<sup>rd</sup>, 2021

**Project:** Market Street Sidewalks & Resurfacing – SPLOST 08

The following revised Exhibit J, “Bid Schedule”, shall replace the Bid Schedule in the bid package dated 8/2/2021.

**EXHIBIT J**  
**BID SCHEDULE**

*City of Clarkston; DeKalb County, GA.*

**SPLOST 08 – MARKET STREET RESURFACING & SIDEWALKS**

**Project Description:** Provide all labor, materials, equipment and services for grading, demolition, resetting existing granite curb, new sidewalk, crosswalks, ADA ramps, guardrail, driveway reconstruction, milling and resurfacing for Market Street and milling & resurfacing of Carroll Park Drive and related tasks

Item Code	Item Description	Qty	Unit Item	Unit Price	Cost
150-1000	TRAFFIC CONTROL	1	LS		
163-0232	TEMPORARY GRASSING	0.1	AC		
163-0240	MULCH	10	TN		
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE; TYPE A	100	LF		
171-0010	TEMPORARY SILT FENCE; TYPE A	100	LF		
210-0100	GRADING COMPLETE <sup>1</sup>	1	LS		
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	745	TN		
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	760	TN		
413-0750	TACK COAT; .10 GAL/SY	930	GAL		
430-0160	PLAIN CONCRETE PVMT, CL 1 CONC, 6 IN THK	20	SY		
432-0210	MILL ASPH CONC PVMT, 2.5 IN DEPTH	8,750	SY		
441-0016	DRIVEWAY CONCRETE, 6 IN TK W/ FIBER MESH <sup>9</sup>	110	SY		
441-0104	CONC. SIDEWALK, 4 IN	1,675	SY		
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	294	LF		
441-7014	CURB CUT WHEELCHAIR RAMP, TYPE D (includes detectable warning surface truncated dome - yellow)	21	EA		
500-9999	CLASS B CONC. BASE (for granite curb reset)	200	CY		
611-5280	RESET GRANITE CURB	5,310	LF		
636-1036	HWY SGN, TP 1 MAT, REFL SH TP 11	123	SF		
636-2070	GALV STEEL POSTS, TP 8	324	LF		
643-8200	BARRIER FENCE (ORANGE), 4 FT. TREE PROTECTION FENCE	200	LF		
653-1804	THERMO SOLID TRAF STRIPE 8 IN CROSSWALK, WHITE	1,775	LF		
668-5000	JUNCTION BOX	1	EA		
668-1100	CATCH BASIN, GP 1 (includes brick riser)	4	EA		
670-9730	RELOCATE WATER METER, INC BOX	2	EA		
NA	RELOCATE FIRE HYDRANT	2	EA		
NA	LANDSCAPE <sup>3</sup>	1	LS	\$6,000.00	\$6,000
700-9300	SOD (Bermuda - Tifway 419)	550	SY		
702-9025	LANDSCAPE MULCH	200	SY		
754-4000	WASTE RECEPTACLE UNIT <sup>8</sup>	5	EA		
754-5000	BENCH (4 ft) <sup>8</sup>	3	EA		
NA	EASABOUT <sup>2</sup>	4	EA		
NA	TREE MAINTENANCE Lot 7 - Market St) <sup>4</sup>	1	LS		

NA	POROUS CONCRETE 6 IN. (driveway Lot 7) <sup>5</sup>	14	SY		
NA	GUARDRAIL (wooden) <sup>6</sup>	220	LF		
NA	CONTINGENCY <sup>7</sup>	1	LS	\$25,000.00	
<b>TOTAL</b>					

**ADD ALTERNATE**  
(must be completed with bid submittal)

641-1200	GUARDRAIL, TP W	158	LF		
641-5001	GUARDRAIL ANCHORAGE, TP 1	1	EA		
641-5012	GUARDRAIL ANCHORAGE, TP 12	1	EA		
NA	PAINT GUARDRAIL & POSTS	LS	LS		
<b>TOTAL</b>					\$

**BID SCHEDULE ITEM DESCRIPTION & NOTATIONS**

1. Grading complete includes all demolition (includes existing sidewalk, storm lines, pavement sawcutting, etc. ), relocation of mailboxes and other structures and earthwork as well as tree removal (2 trees - 40" caliber total) and fine grading and earthwork at Lot 7 Driveway (3785 Market Street)
2. Easabout **unit price** for construction includes granite curb reset, inside roll-back curb, planting soil backfill (clean - per GDOT specifications), removal of existing asphalt within footprint of easabout and temporary grassing (no landscaping).  
Refer to plan sheet for easabout details. Pavement sub-base under footprint of easabout shall be loosened to a min depth of 12 inches to improve soil permeability
3. City to specify landscaping materials and soil amendments to be used for easabout and roadside landscape areas. Contractor to provide quote
4. Refer to attached tree maintenance tasks for Lot 7 - contractor to obtain quotes from qualified tree service firms for city approval - See Exhibit O
5. Refer to Exhibit P. Provide City with mix design submittal for approval
6. Refer to Exhibit Q. Provide City with a mockup of one (1) section of rail for review and approval
7. City discretionary contingency
8. Refer to Exhibit R – benches and waste receptacle specifications
9. All areas of driveway reconstruction and/or extension shall be with 4000 PSI quick set concrete with fiber mesh.

**BID SCHEDULE GENERAL NOTES**

- (A) Carroll Park Drive - variable mill & inlay select locations (identified by the city) with 1.5 IN. 12.5 mm binder course and 1.25 IN 9.5 mm (135 LB/SY) surface course
- (B) Market Street - mill 2.5 inches with 1.5 IN. 12.5 mm binder course (165 LB/SY) and 1.5 IN. 9.5 mm surface course (165 LBS/SY) for total of 3 inches AC
- (C.) Granite curb reveal – min.7 in. (city direction)
- (D) Granite curb shall be tapered down at each driveway to where edge of granite curb abuts driveway at the same elevation
- (E) The Contractor shall be responsible for the cost of setting his own grades to ensure that his construction fits existing field conditions
- (F) Flaggers required to direct traffic on Market Street when one-lane is closed. Market St must be 2-way at the conclusion of each work day
- (G) Contractor responsible for all material testing. Testing required for asphalt and concrete per GDOT frequency and methods
- (H) For Add Alternate, guardrail and posts to be prepped for painting by thoroughly cleaning with lacquer thinner and vinegar and applying 2 coats of Sherwin Williams exterior paint - National Forest "brown" - to be approved by the city.

**EXHIBIT J**

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**BID SCHEDULE  
SPLOST 08  
MARKET RESURFACING & STREET  
SIDEWALKS**

In compliance with the Project Specifications and plans prepared by Collaborative Infrastructure Services, the undersigned offers and agrees that if this Bid, including the Bid Alternate, is accepted by the CITY, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) and that the submitted bid will be valid from the date of the contract signature by both parties to the date of the city's NTP issuance (duration not to exceed 60 days) and said submitted bid price shall remain valid during the entire duration of the construction.

COMPANY\_\_\_\_\_

ADDRESS\_\_\_\_\_

AUTHORIZED SIGNATURE\_\_\_\_\_

PRINT / TYPE NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DBE % Proposed \_\_\_\_\_

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**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**

*End of Exhibit J.*

CITY OF CLARKSTON

ITEM NO: E2

HEARING TYPE:  
Council Work Session

CLARKSTON CITY COUNCIL WORK SESSION

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
DISCUSSION

MEETING DATE: AUGUST 31, 2021

**SUBJECT:** Discuss adopting a resolution to Activate the Clarkston DDA

DEPARTMENT:  
City Manager

PUBLIC HEARING:  YES  NO

ATTACHMENTS:  YES  NO  
Pages:

INFORMATION CONTACT:  
**Robin Gomez**  
PHONE: 678.409.9683

**PURPOSE:** To Discuss adopting a resolution to Activate the Clarkston DDA

**NEED/ IMPACT:**

Consider a resolution enacting a Clarkston Downtown Development Authority for the purpose of revitalizing and redeveloping the central business district of such municipal corporation and promoting for the public good and general welfare, trade, commerce, industry and employment opportunities and promoting the general welfare of the State of Georgia, but such authorities remain inactive until activated by the municipal governing authority.

**RECOMMENDATIONS:**

Staff has no recommendations.

Resolution No. \_\_\_\_\_

**A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO DECLARE THE NEED FOR A DOWNTOWN DEVELOPEMNT AUTHORITY TO FUNCTION IN THE CITY OF CLARKSTON, GEORGIA, PURSUANT TO THE PROVISIONS OF THE DOWNTOWN DEVELOPMENT AUTHORITIES LAW; TO APPOINT AN INITIAL BOARD OF DIRECTORS FOR THE DOWNTOWN DEVELOPMENT AUTHORITY; TO DESIGNATE A DOWNTOWN DEVELOPMET AREA; TO PROVIDE FOR FILING WITH THE SECRETARY OF THE STATE OF GEORGIA OF A COPY OF THIS RESOLUTION; AND FOR OTHER PURPOSES.**

WHEREAS, the Downtown Development Authorities Law (O.C.G.A. 36-42-1 *et. seq.*) creates in and for each municipal corporation in the State of Georgia a downtown development authority for the purpose of revitalizing and redeveloping the central business district of such municipal corporation and promoting for the public good and general welfare, trade, commerce, industry and employment opportunities and promoting the general welfare of the State of Georgia, but such authorities remain inactive until activated by the municipal governing authority; and

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

WHEREAS, it has been determined by the City Council that revitalizationand redevelopment of the central business district of the City under the Downtown Development Authorites Law will develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities and will promote the general welfare of the State of Georgia; and

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

WHEREAS, the City Council has determined that it is desirable and necessary that the Downtown Development Authority of the City of Clarkston be activated, pursuant to theDowntown Development Authorities Law, in order to fulfill the needs expressed herein.

NOW, THEREFORE, BE IT RES OLVED, that there is hereby determined and declared to be a need for a Downtown Development Authority as more fully described



and defined in the Downtown Development Authorities Law to function in the City.

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

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

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

BE IT FURTHER RESOLVED that commencing with the date of adoption of this resolution each of the persons named above as directors shall serve in such capacity for the number of years set forth opposite is or her respective name; however the term of office for directors appointed or reappointed after the first board of directors. The term of a director who is also a member of the governing body of a municipal corporation shall end when such director is no longer a member of the governing body of the municipal corporation.

BE IT FURTHER RESOLVED that the Board of Directors hereby appointed shall organize itself, carry out its duties and responsibilities and exercise its powers and prerogatives in accordance with the terms and provision of the Downtown Development Authorities Law as it now exists and as it may be amended by the General Assembly.

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

BE IT FURTHER RESOLVED that the city manager shall furnish promptly to the Secretary of State of the State of Georgia a certified copy of this resolution in compliance with the provisions of the Downtown Development Authorities Law.

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

BE IT FURTHER RESOLVED that this resolution shall be effective \_\_\_\_\_, , and from and after such adoption the Downtown Development Authority of the City shall be deemed to be created and activated.

SO RESOLVED, this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY COUNCIL  
CITY OF CLARKSTON, GEORGIA**

\_\_\_\_\_  
BEVERLY H. BURKS, Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: E3

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
DISCUSSION

MEETING DATE: August 31, 2021

SUBJECT: Discuss a Request for a Memorial Tree planting at Friendship Forest

DEPARTMENT: City Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT: Awet Eyasu & Jamie  
Carroll  
PHONE NUMBER: 678.409.9683

PURPOSE:

To discuss Memorial Tree planting at Friendship Forest

NEED/IMPACT

The City Council has received a request from the family of Blanche Hardy. They would like to honor Blanche Hardy's last wishes to have her cremated ashes buried and plant tree on top of it in her memorial in Clarkston where she grew up, if possible at a Public Park.

RECOMMENDATION(S):

Staff has no recommendations

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: E4

HEARING TYPE:  
Council Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
DISCUSSION

MEETING DATE: August 31, 2021

SUBJECT: Discuss Adopting a Hotel/ Motel Tax

DEPARTMENT: City Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT: Awet Eyasu & Laura Hopkins

PHONE NUMBER: 678.409.9683

PURPOSE:

To discuss adopting a Hotel/ Motel Tax in Clarkston

NEED/IMPACT

The Georgia Legislature, has passed legislation that became effective from July 1st which requires short term lodging services such as Airbnb to charge local and other state tax on their platform. The City will consider adopting a local Hotel/Motel tax of 3%.

RECOMMENDATION(S):

Staff has no recommendations

STATE OF GEORGIA  
DEKALB COUNTY

ORDINANCE 2017-06-07

CITY OF STONECREST

AN ORDINANCE TO PROVIDE FOR THE COLLECTION OF A HOTEL-MOTEL TAX

AN ORDINANCE TO PROVIDE FOR THE COLLECTION OF A HOTEL-MOTEL TAX AND THE USE OF PROCEEDS FROM SUCH TAX AS AUTHORIZED UNDER CHAPTER 13, SECTION 51 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of the City of Stonecrest ("City") is the Mayor and Council thereof; and

WHEREAS, the governing authority desires to enact its Code of Ordinances to provide for the collection of a Hotel-Motel Tax as authorized under Chapter 13, Section 51, Title 48 of the Official Georgia Code of Ordinances Annotated; and

WHEREAS, the health, safety, and welfare of the citizens of Stonecrest, Georgia, will be positively impacted by the adoption of this Ordinance; and

WHEREAS, upon adoption of this ordinance, the City will provide for public viewing a copy of the same on its website;

Now THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Stonecrest as follows:

SECTION 1.  
ESTABLISHMENT OF A HOTEL-MOTEL TAX

A. Definitions

The following words, terms and phrases shall, for this article and except where the context clearly indicates a different meaning, be defined as follows:

(1)Person: An individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, nonprofit corporation or cooperative nonprofit membership, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as unit, the plural as well as the singular number, excepting the United States of America, the State of Georgia, and any political subdivision of either thereof upon which the city is without power to impose the tax herein provided.

- (2) Operator: Any person operating a hotel or motel in the city, including, but not limited to, the owner or proprietor of the premises, lessee, sublessee, lender in possession, licensee or any other person otherwise operating a hotel or motel.
- (3) Occupant: Any person who, for a consideration, uses, possesses, or has the right to use or possess any room in a hotel under any lease, concession, permit, right of access, license to use or other agreement, or otherwise.
- (4) Occupancy: The use or possession, or the right to the use or possession of any room or apartment in a hotel or the right to the use or possession of the furnishings or to the services and accommodations accompanying the use and possession of the room.
- (5) Hotel or motel: Any structure or any portion of a structure, including any lodging house, rooming house, dormitory, Turkish bath, bachelor hotel, studio hotel, motel, motor hotel, auto court, inn, public club, or private club, containing guest rooms and which is occupied, or is intended or designed for occupancy, by guests, whether rent is paid in money, goods, labor, or otherwise. It does not include any jail, hospital, asylum, sanitarium, orphanage, prison, detention, or other buildings in which human beings are housed and detained under legal restraint.
- (6) Guest room: A room occupied, or intended, arranged, or designed for occupancy, by one or more occupants for living quarters or residential use.
- (7) Rent: The consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or services of any kind or nature, and the amount for which credit is allowed by the operator to the occupant, without any deduction therefrom whatsoever.
- (8) Permanent resident: Any occupant as of a given date who has or shall have occupied, or has or shall have the right of occupancy, of any guest room in a hotel or motel for at least 30 consecutive days next preceding the given date; provided that state and local government officials and employees traveling on official governmental business shall be considered permanent residents pursuant to O.C.G.A. 48-13-51(g)(3).
- (9) Return: Any return filed or required to be filed as provided in this article.
- (10) Tax: The tax imposed by this article.
- (11) Monthly period: The calendar months of any year.
- (12) Due date: From the 20th day after the close of the monthly period for which tax is to be computed.

## B. Tax Levied

There is hereby levied and imposed an excise tax on any person or legal entity licensed by or required to pay a business or occupation tax to the City of Stonecrest for operating a hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly furnished for value at a tax at the rate of eight percent (8%) of the lodging charges actually collected from the hotel or motel guest and who receives a room, lodging, or accommodation that is subject to the tax.

C. Amount of Tax and Use of Revenue Derived from Tax

The tax will be a total of eight percent (8%) and is authorized pursuant to O.C.G.A. 48-1351 (b), and the proceeds of this tax shall be used in accordance with O.C.G.A. 48-13-51(b)(5) and O.C.G.A. 48-13-51(b)(6), with proceeds to be collected and used for the following statutory purposes: the first five percent (5%) to be collected and allocated towards any and all uses permitted under O.C.G.A. 48-13-51(a)(3), with the first three percent (3%) for use in the City's General Revenue Fund, and the remaining two percent (2%), shall be expended for purposes of promoting and marketing tourism conventions and trade shows through a contract with one or more Destination Marketing Organizations ("DMOs") as defined by O.C.G.A. 48\* 13-50.2(1); proceeds for the next one and one-half percent (1 h%) to be collected and allocated towards tourism, convention, and tradeshow promotion and marketing activities of one or more of the aforementioned DMOs; proceeds from the final one and one-half percent (1 h%) to be collected and allocated towards activities of tourism product development as defined in O.C.G.A. § 48-13-50.2(6).

D. Collection of Tax by Operator

Every such guest subject to the tax levied under \_\_\_\_\_ section shall pay the tax to the person or entity providing the room, lodging, or accommodation. The tax shall be a debt of the person obtaining the room, lodging, or accommodation to the person or entity providing such room, lodging, or accommodation until it is paid and shall be recoverable at law by the person or entity providing such room, lodging, or accommodation in the same manner as authorized for other debts. The person or entity collecting the tax shall remit the tax to the City of Stonecrest, and the tax remitted shall be a credit \_\_\_\_\_ against the tax imposed by section on the person or entity providing the room, lodging, or accommodation.

E. Exemptions.

The tax hereby levied and imposed shall not apply to charges made for any rooms, lodgings, or accommodations provided to any persons who certify that they are staying in such room, lodging, or accommodation because of the destruction of their home or residence by fire or other casualty. The tax shall apply to the fees or charges for any rooms, lodgings, or accommodations during the first 30 days of continuous occupancy and shall not apply to charges imposed for any continuous occupancy thereafter. The tax shall not apply to charges made for the use of meeting rooms or other such facilities or to any rooms, lodgings, or accommodations provided without charge. The tax shall not apply to the charges for any rooms, lodgings, or accommodations furnished for a period of one or more days for use by Georgia state or local government officials or employees while traveling on official business.

F. Registration of operator: form and contents: execution: certificate of authority.

Every person engaging or about to engage in business as an operator of a hotel or motel in this city shall immediately register with the city manager of the City, on a form provided by the city. Persons engaged in that business must so register no later than thirty (30) days after the date this article becomes effective and the tax is imposed, but the privilege of registration after the imposition of the tax shall not relieve any person from the obligation of payment or collection of tax on and after the date of imposition thereof, regardless of registration.

G. Determination; due date; returns and payments; collection fee.

(a) All amounts of the hotel/motel tax shall be due and payable to the City finance director monthly on or before the twentieth day of every month succeeding each respective monthly period.

(b) On or before the twentieth day of the month following each monthly period, a return for the preceding monthly period shall be filed with the City manager showing the gross rent, rent from permanent residents, taxable rent, amount of tax collected or otherwise due for the related period, and any other information as may be required by the City manager.

(c) Operators collecting a tax shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting, and payment of the tax due, only if the amount is not delinquent at the time of payment. The rate of deduction shall be three percent of the amount due.

H. Deficiency determinations: interest; notice.

(a) If the City finance director is not satisfied with the return or returns of the tax or the amount of the tax required to be paid to the city by any person, he may compute and determine the amount required to be paid upon the basis of any information within his possession or that may come into his possession and shall report such discrimination to the governing authority for confirmation. One or more deficiency determinations may be made of the amount due for one or more monthly periods.

(b) The amount of the determination shall bear interest at the rate of one percent per month (1 %), or fraction thereof from the due date of taxes.

(c) The City Manager or his/her designated representative shall give to the operator written notice of the determination. The notice may be served personally or by mail; if by mail the service shall be addressed to the operator at the address as it appears in the records of the City Manager. Service by mail is complete when delivered by certified mail with a receipt signed by addressee.

(d) Except in the case of failure to make a return, every notice of a deficiency determination shall be mailed within three years after the twentieth day of the calendar month following the monthly period for which the amount is proposed to be determined, or within three years after the return is filed, whichever period should last expire.

I. Determination if no return made• interest.



(a) If any person fails to make a return, the city finance director shall make an estimate of the amount of the gross receipts of the person, or, of the amount of the total rentals in the city which are subject to the tax. The estimate shall be made for the period or periods in respect to which the person fails to make the return and shall be based upon any information which is or may come into the possession of the city's finance director. Such determination shall be reported to and confirmed by the governing authority. Written notice of the determination shall be given in a manner prescribed in section (any section providing for manner of written notice b city

(b) The amount of the determination shall bear interest at the rate of one percent per month (1 %), or fraction thereof, from the twentieth day of the month following the monthly period, for which the amount or any portion thereof should have been returned, until the date of payment.

(c) In addition to the interest provided for by subsection (b) of this section, delinquent penalties shall be added to all unpaid balances at the rates prescribed by O.C.G.A. 48-13-58.

J. Administration of article; authority of city manager: records.

(a) The city manager shall administer and enforce the provisions of this article for the collection of the tax imposed by this article.

(b) Every operator renting guest rooms in this city to a person shall keep any records, receipts, invoices, and other pertinent papers in any form as the City Manager may require.

(c) The City Manager or any person authorized in writing by the City Manager may examine books, papers, records, financial reports, equipment and other facilities of any operator renting guest rooms to a person and any operator liable for the tax, to verify the accuracy of any return made, or if no return is made by the operator, to ascertain and determine the amount required to be paid.

(d) In administration of the provisions of this article, the City Manager may require the filing of reports by any person or class of persons having in that person's possession or custody, information relating to rentals of guest rooms which are subject to the tax. The reports shall be filed with the City Manager and shall set forth the rental charge for each occupancy, the date or dates of occupancy, and any other information as the City may require.

K. Violations.

(a) Any person responsible for reporting, return or payment of the taxes levied pursuant to this Article shall be punished as provided in O.C.G.A. 48-13-58.1 through 48-13-63. In the event any such person is in violation of any of the provisions of this article that are not otherwise covered by state law then, upon conviction, such person shall be deemed guilty of an offense and shall be punished in municipal court to the extent of that court's authority.

(b) Such person shall be guilty of a separate offense for each day during any portion of which any violation of any provision of this article is committed, continued, or permitted by

that person, and shall be punished accordingly. Any operator or any other person who fails to register as required herein, or to furnish any return required to be made, or who fails or refuses to furnish a supplemental return or other data required by the City, or who renders a false or fraudulent return shall be deemed guilty of an offense and upon conviction thereof shall be punished as aforesaid.

L. Collection of tax: purchaser liable.

(a) At any time within three years after any tax or any amount of tax required to be collected becomes due and payable, and at any time within three years after the delinquency of any tax or any amount of tax required to be collected under this article, the City may bring an action in a

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court of competent jurisdiction to collect the amount delinquent, together with the interest, court fees, filing fees, attorney's fees and other legal fees incident thereto.

(b) If any operator liable for any amount under this article sells out his business or quits the business, his successors or assigns shall withhold a sufficient amount of the purchase price to cover the amount required until the former owner produces a receipt from the City Clerk showing that the indebtedness has been paid or a certificate stating that no amount is due.

(c) If the purchaser of a business fails to withhold from the purchase price as required, he shall be personally liable for the payment of the amount required to be withheld by him to the extent of the purchase price.

(d) Whenever the amount of any tax or interest has been paid more than once, or has been erroneously or illegally collected or received by the City under this article, it may be refunded by the City. If the operator or person determines that he has overpaid or paid more than once, which fact has not been determined by the City, he will have 30 days from the date that overpayment was made to provide to the City in writing, via U.S. Certified Mail or overnight delivery, the specific ground upon which the claim is founded. The claim shall be audited. If the claim is approved by the City, the excess amount paid may be credited on any amounts then due and payable from the person by whom it was paid, or his administrators or executors. Should the operator receive a bill for hotel-motel taxes after already remitting such taxes to the City, the operator must provide proof in writing to the City of the previous payment. Such documentation should be provided via U.S. Certified Mail or overnight delivery. The City will audit the claim of previous payment, and if the City finds the operator has made the previous payment, the City shall adjust its records accordingly and issue a statement of payment to the operator.

SECTION 11.

The preamble of this Ordinance shall be and is hereby incorporated by reference as if fully set out herein.

SECTION 111.

This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

SECTION IV.

(a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION V.

All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

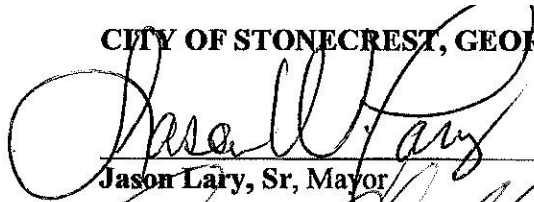
SECTION VI.

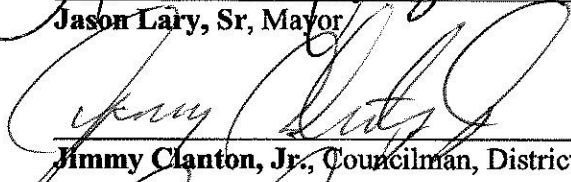
The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this 19<sup>th</sup> day of June, 2017,

[SIGNATURES CONTINUED NEXT PAGE]

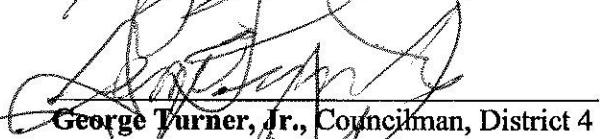
CITY OF STONECREST, GEORGIA

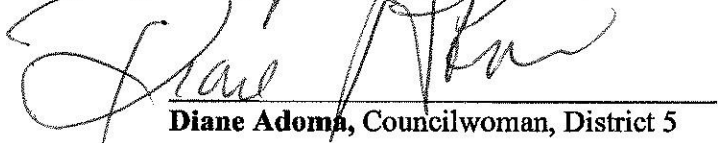
  
Jason Lary, Sr, Mayor

  
Jimmy Clanton, Jr., Councilman, District 1

  
Rob Turner, Councilman, District 2

  
Jazzmin Cobble, Councilwoman, District 3


  
George Turner, Jr., Councilman, District 4

  
Diane Adoma, Councilwoman, District 5

ATTEST:

  
Brenda James, Acting City Clerk

APPROVED AS TO FORM BY:

  
City Attorney

# SAMPLE ORDINANCE

## CITY/COUNTY/CONSOLIDATED GOVERNMENT ADOPTING HOTEL-MOTEL EXCISE TAX OF 6%, 7%, OR 8% UNDER O.C.G.A. § 48-13-51(b).

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Local Governments wishing to adopt a Hotel-Motel Excise Tax above 5% must do so under authorization paragraph O.C.G.A. § 48-13-51(b). This authorization generally follows a three-step process- 1) an initial **resolution** from the city council/county commission requesting the local legislative delegation introduce the local legislation (sample available on DCA Office of Research website); 2) required local **legislation** passed by both the House of Representatives and the Senate, and signed by the Governor (sample available on website); and 3) an **ordinance** adopted by council/commission adopting the new tax. The three critical components of this ordinance are 1) the authorization paragraph under which the jurisdiction is imposing the tax (be specific, avoiding "O.C.G.A. § 48-13-50 et seq."); 2) the specific rate of taxation being imposed; and 3) the effective date of the tax.

This sample ordinance is provided as a courtesy by the Department of Community Affairs to provide basic guidance of the key components necessary in the adoption of a Hotel-Motel Excise Tax under O.C.G.A. § 48-13-51(b). Sections in GREEN are jurisdiction-specific and should be adjusted to meet the specific details of the desired tax of city/county.

DCA staff is available for consultation or clarification on certain issues surrounding the Hotel-Motel Tax, but this sample ordinance is not a legal document or assurance of legal protection. Ultimate legal opinion should *always* stem from the city/county attorney. *This sample ordinance is intended to serve as a guide and is neither legal advice nor a directive from the Georgia Department of Community Affairs.*

Jurisdictions may find additional sections appropriate, addressing concerns such as process for transmission of funds, record-keeping and document retention, penalties for non-compliance, codified designation of the jurisdiction's destination marketing organization, designation of tourism product development projects, and others.

Upon adoption, a copy of the ordinance signed by the chief elected official *and* city/county clerk should be forwarded to the DCA Office of Research at [DCA.Research@dca.ga.gov](mailto:DCA.Research@dca.ga.gov) or Georgia Department of Community Affairs

Office of Research  
60 Executive Park South, NE  
Atlanta, GA 30329-2231

If you have any questions, concerns, or needs surrounding the Hotel-Motel Excise Tax, please contact the DCA Office of Research at [DCA.Research@dca.ga.gov](mailto:DCA.Research@dca.ga.gov).

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## **SAMPLE LOCAL ORDINANCE - O.C.G.A. § 48-13-51(b)**

**PROVIDED BY DCA AS COURTESY TO HELP GUIDE STRUCTURE OF HOTEL-MOTEL EXCISE TAX EFFORT  
THIS DOCUMENT AND ANY PORTION THEREOF ARE NOT A LEGAL DOCUMENT OR GUARANTEE OF  
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HOTEL-MOTEL EXCISE TAX**

ORDINANCE XXX-XXX

STATE OF GEORGIA  
COUNTY OF \_\_\_\_\_  
CITY OF \_\_\_\_\_

AN ORDINANCE TO IMPLEMENT TITLE 48, CHAPTER 13, ARTICLE 3, SECTION 51(X)(X) OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, - EXCISE TAX ON ROOMS, LODGINGS, AND ACCOMMODATIONS, AND TO PROVIDE FOR THE COLLECTION BY OPERATOR; TO PROVIDE FOR ADMINISTRATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing body of \_\_\_\_\_ County/the City of \_\_\_\_\_, a political subdivision of the State of Georgia, is authorized under Title 48, Chapter 13, Article 3, Section 51 of the Official Code of Georgia Annotated levy certain excise taxes; and

WHEREAS \_\_\_\_\_ County/the City of \_\_\_\_\_, a political subdivision of the State of Georgia is designated as a "special district" pursuant to Title 48, Chapter 13, Article 50.1 of the Official Code of Georgia Annotated for the purpose of implementing an excise tax on rooms, lodging and accommodations; and

WHEREAS Act XXX (HB/SB XXX) of the 20XX Regular Session of the Georgia General Assembly authorizes imposition of an excise tax of up to XX% by \_\_\_\_\_ County/the City of \_\_\_\_\_, pursuant to O.C.G.A. § 48-13-51(b); and

WHEREAS, the governing body of \_\_\_\_\_ County/the City of \_\_\_\_\_, a political subdivision of the State of Georgia, is required under Title 48, Chapter 13, Article 3, Section 51 of the Official Code of Georgia Annotated to make available a designated portion of funds so collected for the purpose of promoting, attracting, stimulating, and developing conventions and tourism by a destination marketing organization in \_\_\_\_\_ County/the City of \_\_\_\_\_; and

WHEREAS \_\_\_\_\_ County/the City of \_\_\_\_\_, a political subdivision of the State of Georgia is authorized under Title 48, Chapter 13, Article 3, Section 51 of the Official Code of Georgia Annotated to make available a designated portion of funds so collected for the purpose of tourism product development in \_\_\_\_\_ County/the City of \_\_\_\_\_, with any balance of the funds so designated for the purpose of promoting, attracting, stimulating, and developing conventions and tourism by a destination marketing organization in \_\_\_\_\_ County/the City of \_\_\_\_\_

WHEREAS, the options of local citizens having been heard at public meetings call for such purposes;

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NOW, THEREFORE, the governing body of \_\_\_\_\_ County/the City of \_\_\_\_\_, a political Subdivision of the State of Georgia, resolves to adopt an Excise Tax Ordinance pursuant to said authority; and therefore, the governing body of \_\_\_\_\_ County/the City of \_\_\_\_\_, a political subdivision of the State of Georgia does publish, state and promulgate the following ordinance:

**Section I: Ordinance Name**

- (a) Hotel-Motel Excise Tax Ordinance of \_\_\_\_\_ County/the City of \_\_\_\_\_; or
- (b) \_\_\_\_\_ County/The City of \_\_\_\_\_, Georgia Lodging Tax Ordinance; or
- (c) Other name chosen by governing body

**Section II: Intent, Purpose, and Authorization to Levy Excise Tax**

- (a) The intent of this ordinance is to levy an excise tax on rooms, lodgings, and accommodations to provide additional funding for the promotion of tourism, conventions, and trade shows in \_\_\_\_\_ County/the City of \_\_\_\_\_, Georgia.
- (b) The purpose of this ordinance is to enact an excise tax upon the furnishing for value to the public of any room or rooms, lodgings or accommodations furnished by any person or legal entity licensed by or required to pay business or occupational taxes to \_\_\_\_\_ County/the City of \_\_\_\_\_ for operating within the special district a hotel, motel, inn, lodge, tourist camp, tourist cabin, rental cabin or any other place in which rooms, lodgings, or accommodations are regularly furnished for value.
- (c) This excise tax shall be imposed under the authorization of Act XXX (HB/SB XXX of the 20XX Regular Session of the Georgia General Assembly, pursuant to O.C.G.A. § 48-13-51(b).

**Section III: Definitions**

The following terms, for the purposes of this ordinance, shall be defined as follows:

- (a) **City/County.** The territorial limits of \_\_\_\_\_ County/the City of \_\_\_\_\_, Georgia under the governing authority of the City Council and Mayor/County Commission/Sole Commissioner/Other.
- (b) **City/County Clerk.** The duly appointed city/county clerk, or his/her designee.
- (c) **City/County Manager.** The duly appointed city/county manager, or his/her designee.

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- (d) **Destination Marketing Organization.** A private sector nonprofit organization or other private entity which is exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code of 1986 that is supported by the tax under this article, government budget allocations, private membership, or any combination thereof and the primary responsibilities of which are to encourage travelers to visit their destinations, encourage meetings and expositions in the area, and provide visitor assistance and support as needed (O.C.G.A. § 48-13-50.2(1))
- (e) **Due Date.** The twentieth (20<sup>th</sup>) day after the close of monthly period for which tax is to be computed. (O.C.G.A. § 48-13-53.2(a))
- (f) **Estimated Tax Liability.** The lodging provider's prospective tax liability based upon the average monthly tax remittance in the prior fiscal year, as adjusted for change in tax rate or substantial change in circumstances due to damage to the hotel. (O.C.G.A. § 48-13-53.2(b))
- (g) **Finance Director.** The duly appointed administrator of finances for \_\_\_\_\_ County/the City of \_\_\_\_\_, Georgia.
- (h) **Folio.** The primary documentation produced by a hotel or other Facility that demonstrates interaction between the operator and the occupant, and which, at a minimum, reflects the name and address given by the occupant, the date(s) of occupancy, the amount of rent charged for each date together with the amounts of applicable excise tax(es), and the method(s) of payment.
- (i) **Guest Room.** Accommodations occupied, or intended, arranged, or designated for transient occupancy of not more than thirty (30) continuous days (O.C.G.A. § 48-13-51(h)(4)), by one (1) or more occupants for the purpose of living quarters or residential use.
- (j) **Hotel.** Includes any hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly furnished for value and shall apply to the furnishing for value of any room, lodging, or accommodation. (O.C.G.A. § 48-13-51(a)(1)(B)(i))<sup>1</sup>

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<sup>1</sup> Note, there exists a widely used definition - "Hotel" means any structure, or any portion of a structure, including any lodging house, rooming house, dormitory, turkish bath, bachelor hotel, studio hotel, public club, or private club, containing six or more guest rooms and which is occupied, or is intended or designed for occupation, by six or more guests, whether rent is paid in money, goods, labor, or otherwise. It does not include any jail, hospital, asylum, sanitarium, orphanage, prison, detention, or other building in which human beings are housed and detained under legal restraint." - which partially conflicts with an interpretation of the term as defined in the Official Code of Georgia Annotated and certain opinions from the Office of the Attorney General. While this definition may be found in other local ordinances in Georgia, DCA strongly discourages local governments from using this definition as a basis for new or revised ordinances and recommends *against* its usage.

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- (k) **Innkeeper/Lodging Provider/Operator.** Any person who is subject to taxation under this article for the furnishing for value to the public any rooms, lodgings, or accommodations. (O.C.G.A. § 48-13-50.2(2))
- (l) **Monthly Period.** Any calendar month of any year.
- (m) **Occupancy.** The use or possession, or the right to use or possession, of any room or apartment in a hotel or motel, or the right to use or possession of the furnishings or to the services and accommodations accompanying the use and possession of the room or apartment.
- (n) **Occupant.** Any person (or persons utilizing as a single unit) who, for a consideration, uses, possesses, or has the right to use or possess, any room or hotel or motel under any lease, concession, permit, right of access, license, agreement or otherwise.
- (o) **Permanent Resident.** Any occupant who as of a given date shall have occupied, or has or shall have the right of occupancy, of any guest room in a hotel for more than 30 (thirty) consecutive days.
- (p) **Person.** An individual, firm partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, nonprofit corporation or cooperative nonprofit membership, estate, trust, business trust receiver, trustee, syndicate, business entity, or any other group or combination acting as a unit, to include the plural as well as the singular number, excepting, however, the United States of America, the State of Georgia, and any political subdivision of either thereof upon which the governing authority of \_\_\_\_\_ County/the City of \_\_\_\_\_ is without power to impose the tax herein provided.
- (q) **Private Sector Non-Profit Organization.** A chamber of commerce, a convention and visitors bureau, a regional travel association, or any other private group organized for similar purposes which is exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code of 1986; provided, however, that a county or municipality which has prior to April 1, 1990, contracted for a required expenditure under this Code section with a private group which is exempt from federal income tax under provisions of Section 501(c) of the Internal

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Revenue Code other than Section 501(c)(6) may continue to contract for required expenditures with such a private group. (O.C.G.A. § 48-13-50.2(3))

- (r) **Promoting Tourism, Conventions, and Trade Shows.** Planning, conducting, or participating in programs of information and publicity designed to attract or advertise tourism, conventions, or trade shows (O.C.G.A. § 48-13-50.2(4))
- (s) **Rent.** The consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits, and property or services of any kind or nature, and also the amount for which credit is allowed by the lodging provider to the occupant, without any deduction therefrom whatsoever.
- (t) **State Authority.** An authority created by state law which serves a state-wide function, including, but not limited to, the Georgia Agricultural Exposition Authority, Georgia Aviation Authority, Georgia Building Authority, Georgia Development Authority, Georgia Environmental Finance Authority, Jekyll Island Authority, Lake Allatoona Preservation Authority, Georgia Medical Center Authority, Georgia Ports Authority, Georgia Regional Transportation Authority, State Road and Tollway Authority, Sports Hall of Fame Authority, Georgia Technology Authority, and Georgia World Congress Center Authority, but shall not mean an authority created for support of a local government or a local purpose or function and shall not include authorities such as area planning and development commissions and any organizational entities they may create, regional commissions and any organizational entities they may create, or local water and sewer authorities. (O.C.G.A. § 48-13-50.2(5))
- (u) **Tax.** The excise tax of XX% on occupants imposed by this ordinance, as provided for by O.C.G.A. § 48-13-51(b).
- (v) **Tax Administrator.** The individual appointed by the governing body of \_\_\_\_\_ County/the City of \_\_\_\_\_; or the individual of any office of the \_\_\_\_\_ County/ City of \_\_\_\_\_ government which may in the future be designated as the administrative entity to collect, administer, and complete required annual reporting of the tax.
- (w) **Tourism Product Development.** the expenditure of funds for the creation or expansion of physical attractions which are available and open to the public and which improve destination appeal to visitors, support visitors' experience, and are used by visitors. Such expenditures may include capital costs and operating expenses. Tourism product development may include: (A) Lodging for the public for no longer than 30 consecutive days to the same customer; (B) Overnight or short-term sites for recreational vehicles, trailers, campers, or tents; (C) Meeting, convention, exhibit, and public assembly facilities; (D) Sports stadiums, arenas, and complexes; (E) Golf courses

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associated with a resort development that are open to the general public on a contract or fee basis; (F) Racing facilities, including dragstrips, motorcycle racetracks, and auto or stock car racetracks or speedways; (G) Amusement centers, amusement parks, theme parks, or amusement piers; (H) Hunting preserves, trapping preserves, or fishing preserves or lakes; (I) Visitor information and welcome centers; (J) Wayfinding signage; (K) Permanent, nonmigrating carnivals or fairs; (L) Airplanes, helicopters, buses, vans, or boats for excursions or sightseeing; (M) Boat rentals, boat party fishing services, rowboat or canoe rentals, horse shows, natural wonder attractions, picnic grounds, river-rafting services, scenic railroads for amusement, aerial tramways, rodeos, water slides, or wave pools; (N) Museums, planetariums, art galleries, botanical gardens, aquariums, or zoological gardens; (O) Parks, trails, and other recreational facilities; or (P) Performing arts facilities. (O.C.G.A. § 48-13-50.2(6))

#### **Section IV: Tax Rate**

(a) There is hereby set and levied on the occupant of a guest room of any hotel/motel/cabin/residence/lodge located within the special district a tax in the amount of X percent (X %) of the gross rent for such occupancy.

#### **Section V: Effective Date**

(a) This Ordinance shall take effect on the \_\_\_ day of \_\_\_\_\_ 20XX.<sup>2</sup>

#### **Section VI: Exemptions**

(a) In accordance with O.C.G.A. § 48-13-51(h), the tax imposed by this ordinance shall not apply to (1) Charges made for any rooms, lodgings, or accommodations provided to any persons who certify that they are staying in such room, lodging, or accommodation as a result of the destruction of their home or residence by fire or other casualty; (2) The use of meeting rooms and other such facilities or any rooms, lodgings, or accommodations provided without charge; (3) Any rooms, lodgings, or accommodations furnished for a period of one or more days for use by Georgia state or local governmental officials or employees when traveling on official business. Notwithstanding the availability of any other means of identifying the person as a state or local government official or employee, whenever a person pays for any rooms, lodgings, or accommodations with a state or local government credit or debit card, such rooms, lodgings, or accommodations shall be deemed to have been furnished for use by a Georgia state or local government official or employee traveling on official business for purposes of the exemption provided by this paragraph. For purpose of the

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<sup>2</sup> Tax is "effective no sooner than the first day of the second month" following adoption of ordinance (O.C.G.A. § 48-13-51(g)),

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exemption provided under this paragraph, a local government official or employee shall include officials or employees of counties, municipalities, consolidated governments, or county or independent school districts; or (4) Charges made for continuous use of any rooms, lodgings, or accommodations after the first 30 days of continuous occupancy. (O.C.G.A. § 48-13-51(h))

**Section VII: Use of Revenue**

- (a) Pursuant to O.C.G.A. § 48-13-51(b)(5)(A), an amount equal to not less than 50 percent of the total amount of taxes collected that exceed the amount of taxes that would be collected at the rate of 5 percent shall be expended for promoting tourism, conventions, and trade shows by the destination marketing organization, as defined in Section III of this ordinance, designated by the governing body of \_\_\_\_\_ County/the City of \_\_\_\_\_; and
- (b) Pursuant to O.C.G.A. § 48-13-51(b)(5)(B), the remaining amount of taxes collected that exceed the amount of taxes that would be collected at the rate of 5 percent which are not otherwise expended under Section VII, Paragraph (a) of this ordinance shall be expended for tourism product development, as defined in Section III of this ordinance; and
- (c) Pursuant to O.C.G.A. § 48-13-51(a)(3), the amount of taxes that would be collected at the rate of 5 percent, as referenced in Section VII, Paragraphs (a) and (b) of this ordinance, an amount equal to the amount by which the total taxes collected under this Code section exceed the taxes which would be collected at a rate of 3 percent for the purpose of: (A) promoting tourism, conventions, and trade shows; (B) supporting a facility owned or operated by a state authority for convention and trade show purposes or any other similar or related purposes; (C) supporting a facility owned or operated by a local government or local authority for convention and trade show purposes or any other similar or related purposes, if a written agreement to provide such support was in effect on January 1, 1987, and if such facility is substantially completed and in operation prior to July 1, 1987; (D) supporting a facility owned or operated by a local government or local authority for convention and trade show purposes or any other similar or related purposes if construction of such facility is funded or was funded prior to July 1, 1990, in whole or in part by a grant of state funds or is funded on or after July 1, 1990, in whole or substantially by an appropriation of state funds; (E) supporting a facility owned by a local government or local authority for convention and trade show purposes and any other similar or related purposes if construction of such facility is substantially funded or was substantially funded on or after February 28, 1985, by a special county 1 percent sales and use tax authorized by Article 3 of Chapter 8 of this title, as amended and if such facility was substantially completed and in operation prior to December 31, 1993; or (F) for some combination of such purposes. Amounts so expended shall be expended only through a contract or contracts with the state, a department of state government, a state authority, a

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convention and visitors bureau authority created by local Act of the General Assembly for a municipality, or a private sector nonprofit organization, or through a contract or contracts with some combination of such entities, except that amounts expended for purposes (C) and (D) may be so expended in any otherwise lawful manner.

SO ORDAINED by the Governing Body of \_\_\_\_\_ County/the City of \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20XX.

\_\_\_\_\_  
Mayor/Chairperson

\_\_\_\_\_  
Council/Commission Member

\_\_\_\_\_  
Council/Commission Member

(ADDITIONAL SIGNATURES AS NECESSARY)

Attest:

\_\_\_\_\_  
City/County Clerk

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ARTICLE III. - LODGING EXCISE TAXES<sup>11</sup>

Footnotes:

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**State Law reference**— Authority for local governments to impose excise taxes on lodging, including campgrounds, O.C.G.A. § 48-13-51.

Sec. 53-99. - Application of section.

An excise tax is to be charged within the city upon the furnishing for value to the public of any room, lodging, or accommodations furnished by any person or legal entity licensed by or required to pay business or occupation taxes to the city for operating within the city a hotel, motel, inn, lodge, tourist camp, tourist cabin, or any other place in which rooms, lodgings, or accommodations are regularly furnished for value. The tax must not be applied to rooms furnished for one or more days to state or local government officials and employees traveling on official business or to rooms furnished to persons due to the destruction of their home or residence by fire or other casualty.

(Code 1966, § 22.9; Ord. No. 85-5, § 1, 8-26-1985; Ord. No. 2006-70, § A, 10-23-2006)

Sec. 53-100. - Territorial limits.

The tax herein shall apply to all portions of land lying within the corporate limits of the city.

(Code 1966, § 22.9; Ord. No. 85-5, § 1, 8-26-1985; Ord. No. 2006-70, § A, 10-23-2006)

Sec. 53-101. - Amount of tax; due date.

The tax is to be levied and collected at the rate of three percent of the charge to the public for the furnishing of rooms, lodgings, or accommodations. The tax collections are to be remitted to the city clerk on a quarterly basis within 30 days following the end of each quarter. The person responsible for collection of the tax shall remit to the city clerk the tax collected during the previous quarter less a three percent collection fee. If remittance of the tax collected is not made within 30 days following the end of the quarter, the person responsible for collecting the tax shall not be allowed to retain the statutory collection fee.

(Code 1966, § 22.9; Ord. No. 85-5, § 1, 8-26-1985; Ord. No. 2006-70, § A, 10-23-2006)

Sec. 53-102. - Penalty for delinquent taxes.

There is hereby imposed a penalty upon the person responsible for collection of the tax, if the tax is not remitted within 30 days following the end of each quarter. The penalty for failure to comply with this article shall be assessed in the amount of ten percent of the tax determined to be due and payable under the provisions of this article for the first 30 days or fraction thereof a delinquency and an additional one percent of the tax determined to be due for each additional month or fraction thereof of delinquency.

(Code 1966, § 22.9; Ord. No. 85-5, § 1, 8-26-1985; Ord. No. 2006-70, § A, 10-23-2006)

Sec. 53-103. - Disposition of proceeds.

The proceeds of this tax shall be used in accordance with O.C.G.A. § 48-13-51(a)(1).

(Code 1966, § 22.9; Ord. No. 85-5, § 1, 8-26-1985; Ord. No. 2006-70, § A, 10-23-2006)

Sec. 53-104. - Recordkeeping; records inspection.

In order to aid in the administration and enforcement of the provisions of this article and to collect all of the tax imposed, all owners or operators are hereby required to keep a record of all sales and charges for rooms and lodging and the taxes collected. The records shall be open for inspection by any duly authorized agent of the city at all reasonable hours during the day.

(Code 1966, § 22.9; Ord. No. 85-5, § 1, 8-26-1985; Ord. No. 2006-70, § A, 10-23-2006)