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CITY COUNCIL MEETING AGENDA

January 9, 2024 - 7:00PM
IN-PERSON/ HYBRID

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATION/ ADMINISTRATIVE BUSINESS**
   A. To approve the following meeting minutes:
   - 12/05/2023 – City Council Meeting
   - 12/19/2023 – Special Called City Council Meeting
   - 01/02/2024 – City Council Work Session

4. **REPORTS**
   A. Planning/Economic and Development Report
   B. City Manager's Report
   C. City Attorney's Report
   D. Council Remarks
   E. Mayor's Report

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

6. **OLD BUSINESS**

7. **CONSENT AGENDA**
   A. To approve a resolution authorizing the reappointment of the Municipal Court Judge.

8. **NEW BUSINESS**
   A. To approve selecting a Vice-Mayor.

   B. To approve a resolution authorizing the reappointment of the Auditor.

   C. To approve a resolution authorizing the reappointment of the Solicitor.

   D. To approve payment to Ikon Filmworks, LLC. for audio-visual services for the council work sessions, council meetings, and special called meetings for the months of November and December 2023 in the amount of $9,010.

   E. To consider approving future services with Ikon Filmworks, LLC. for audio-visual services for the council work sessions, council meetings, and special called meetings.

F. To approve March 15, 2024 as the date for the Mayor, Council, and Staff Retreat.

G. To approve the Proposed Projects for the 2023 and 2024 LMIG Funding.

9. EXECUTIVE SESSION

A. To discuss litigation.

10. ADJOURNMENT

PUBLIC PARTICIPATION BY VIDEO CONFERENCE
The City of Clarkston, Georgia will conduct the City Council Meeting at 7:00 p.m. on Tuesday, January 9, 2024. The public may participate in the meeting in-person or by using the following information below:

Register in advance for this webinar:
https://us02web.zoom.us/j/89062784074?pwd=YWVIMzExSWlSSG5Bbk9ybkZzc0d0dz09

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

MINUTES OF A REGULAR MEETING

OF THE CITY COUNCIL OF CLARKSTON, GEORGIA

HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO

IN SAID CITY ON TUESDAY, DECEMBER 5, 2023

On the 5th day of December 2023, at 7:00 p.m., the City Council of Clarkston, Georgia met in regular session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Bverly Burks called the meeting to order. The following members of the Council Members were present: Vice Mayor Debra Johnson; Councilmembers Awet Eyasu; Susan Hood; and Yterenickia Bell; Laura Hopkins. Absent: Jamie Carroll. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Dan Defnall (Finance Director); Christine Hudson (Police Chief); Rodney Beck (Public Works Director); Lisa Cameron (Planning & Economic Development Director); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

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

1. CALL TO ORDER
The meeting was called to order at 7:00 p.m.

2. ROLL CALL
Councilmember Carroll was absent.

Vice Mayor Johnson made a motion to add Executive Session to the agenda to discuss a personnel matter. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

3. ADMINISTRATIVE BUSINESS/ PRESENTATION
A. To approve minutes the following meetings:
   - 11/09/2023 – City Council Meeting
   - 11/28/2023 - Special Called City Council Meeting
   - 11/28/2023 - City Council Work Session

Councilmember Hood made a motion to approve the following meeting minutes: 11/09/2023 – City Council Meeting; 11/28/2023 - Special Called City Council Meeting; and 11/28/2023 - City Council Work Session. Councilmember Eyasu duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

4. REPORTS
A. Planning/Economic and Development Report and the City Manager's Report.
   - Planning/Economic and Development Manager, Lisa Camera gave a brief report about the Greenway Feasibility Study, Smith St. Pocket Park, House Bill Updates, Business License approval process and the Downtown Development Authority proposed map.

B. City Manager's Report
   - Interim City Manager, Tammi Saddler Jones gave an update on the 2023 budget report, committees, the tree lighting event, business, and alcohol license renewals, announced the Youth Advisory Council is looking for youths to join and introduced the new DEI Officer, Yolanda McGee.

C. City Attorney's Report
   - No report.

D. Council Remarks
   - The Councilmembers briefly gave an overview of meetings and events they attended, and projects they are currently working on.

E. Mayor's Report
   - Mayor Burks gave a brief overview of meetings and events she attended and other news of the city.

5. PUBLIC COMMENTS

The following citizens presented comments to the Mayor and Council: Robert Malavenda and Dean Moore.

6. OLD BUSINESS

A. To approve a resolution authorizing a Supplemental Letter Agreement with Davenport & Company, LLC for financial advisory services.

The Council briefly discussed this item.

Councilmember Hood made a motion to approve the agreement with Davenport & Company for financial advisory services in the amount of 20,000. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (4-1); Councilmember Eyasu voted "no".

7. CONSENT AGENDA

A. To approve an ordinance amending Chapter 10.5 of the Code regarding the regulation of the production of motion pictures, television, and photograph productions.

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

8. NEW BUSINESS

A. To present the Proposed FY 2024 Operating & Enterprise Fund Budget.

Interim City Manager, Tammi Saddler Jones presented the Proposed FY 2024 Operating & Enterprise Fund Budget.

The Council discussed this item.

Councilmember Eyasu recommended adding $5,000 to the Early Learning Task Force.

B. Public Hearing – Public Comments on the Proposed FY 2024 Operating & Enterprise Fund Budget.

The following citizens presented comments to the Mayor and Council: Daja Ault and Kim Ault.

C. To approve an ordinance to adopt the FY 2024 Operating & Enterprise Fund Budget.

Councilmember Hood made a motion to defer approval of the budget to special meeting a Special Called meeting before the end of December. Councilmember Eyasu duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

D. To approve a resolution authorizing a Master Services Agreement with Flock Group, Inc. for License Plate Readers (LPR).

The Council briefly discussed this item.

Vice Mayor Johnson made a motion to approve a resolution authorizing a Master Services Agreement with Flock Group, Inc. for License Plate Readers (LPR). Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

E. To approve a resolution authorizing an agreement with Georgia Association of Chiefs of Police (GACP) to provide promotional assessment center services to select an Assistant Police Chief.

The Council briefly discussed this item.

Councilmember Hood made a motion to approve the resolution authorizing an agreement with Georgia Association of Chiefs of Police (GACP) to provide promotional assessment center services to select an Assistant Police Chief. Councilmember Eyasu duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (4-0-1); Councilmember Bell abstained.

F. To approve a resolution authorizing a Service Agreement with Fūsus for cameras.

The Council briefly discussed this item.

Councilmember Hopkins made a motion to approve the Service Agreement with Fūsus for cameras. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

G. To approve an ordinance to adopt the new Chapter 23 of the Clarkston City Code to regulate litter.

The Council briefly discussed this item.

Councilmember Bell made a motion to adopt the new Chapter 23 of the Clarkston City Code to regulate litter. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (3-0-2); Councilmember Eyasu and Councilmember Hood abstained.

H. To approve one floating holiday to the holiday list calendar for 2023.

The Council briefly discussed this item.

Councilmember Hood made a motion to add one Floating Holiday to the Holiday Calendar list for 2023. Councilmember Eyasu duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (4-1); Councilmember Bell voted "no".

I. To approve the proposed 2024 City Council Regular and Work Session Meeting dates and 2024 City Holiday Calendar.

The Council briefly discussed this item.

Councilmember Eyasu made a motion to approve the proposed 2024 City Council Regular and Work Session Meeting dates. Councilmember Hopkins duly seconded the motion. Mayor Burks called for the vote and declared the motion failed (2-3); Vice Mayor Johnson, Councilmembers Bell and Hood voted "no".

Vice Mayor Johnson made a motion to approve the proposed 2024 City Council Regular and Work Session Meeting dates. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

Councilmember Hood made a motion to approve the proposed 2024 City Holiday Calendar and to remove Christmas Eve, the day after Christmas and New Years Eve and add one Floating Holiday. Councilmember Eyasu duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (3-2); Vice Mayor Johnson and Councilmember Bell voted "no".

J. To refer the Brockett Triangle Community Garden project to the Transportation and Environment Committee.

The Council briefly discussed this item.

Councilmember Eyasu made a motion to refer the Brockett Triangle Community Garden project to the Transportation and Environment Committee. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

K. To approve a resolution activating the Clarkston Downtown Development Authority.

The Council briefly discussed this item.

Councilmember Eyasu made a motion to table this item to a Special Called Meeting. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (4-0-1); Vice Mayor Johnson abstained.

9. EXECUTIVE SESSION

A. To discuss a real estate matter.

B. To discuss a personnel matter.

Councilmember Eyasu made a motion to enter Executive Session to discuss a real estate matter and a personnel matter. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

Councilmember Eyasu made a motion to exit the Executive Session. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

10. ADJOURNMENT

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

The meeting was adjourned at 10:36 p.m.

ATTEST:

Tomika R. Mitchell City Clerk	Beverly H. Burks Mayor

MINUTES OF A SPECIAL MEETING

OF THE CITY COUNCIL OF CLARKSTON, GEORGIA

HELD IN-PERSON IN SAID CITY ON TUESDAY, DECEMBER 19, 2023

On the 19th day of December 2023, at 7:00 p.m., the City Council of Clarkston, Georgia met in special session in-person in said City. Mayor Beverly Burks called the meeting to order. The following member of the Council Members were present: Vice Mayor Debra Johnson; Councilmembers Awet Eyasu; Jamie Carroll (virtual); Laura Hopkins; Yterenickia Bell; and Susan Hood. Absent: None. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Dan Defnall (Finance Director); Christine Hudson (Police Chief); Rodney Beck (Public Works Director); Lisa Cameron (Planning & Economic Development Director); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

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

1. CALL TO ORDER

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

2. ROLL CALL

3. PRESENTATION/ ADMINISTRATIVE BUSINESS

   A. Recognition of Outgoing City Council Member Laura Hopkins

   Mayor Burks and the City Council members recognized Councilmember Hopkins as this was her last meeting during her term as a Councilmember. Councilmembers expressed a few words of thanks and appreciation to Councilmember Hopkins.

   Mayor Burks presented Councilmember Hopkins with an award recognizing her commitment to the City of Clarkston and the community.

   Councilmember Hopkins expressed her appreciation for serving on the City Council.

4. OLD BUSINESS

   A. To approve an ordinance to adopt the FY 2024 Operating & Enterprise Fund Budget.

   Interim City Manager, Tammi Saddler Jones presented the FY 2024 Operating & Enterprise Fund Budget for approval in the amount of $15,833,249.

   In the Community Action budget, it is recommended to increase the Early Learning Task Force budget by $5,000 and reduce the Business and Economic Development Task Force budget by $5,000.

   Councilmember Caroll made a motion to FY 2024 Operating & Enterprise Fund Budget for approval in the amount of $15,833,249. Councilmember Eyasu duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

B. To approve a resolution activating the Clarkston Downtown Development Authority.

The Planning and Economic Development Manager, Lisa Cameron gave a brief overview of the names of the applicants who applied to be a part of the Clarkston Downtown Development Authority.

Stephen Quinn, the City Attorney provided the Clarkston Downtown Development Authority member qualifications.

The Council discussed three main decisions to make: (1.) Establish the geographic area that will be the "downtown redevelopment area"; (2) Appoint 7 directors that meet the qualifications; and (3) Choose which members will be appointed for 2, 4 or 6 year initial terms (the initial terms are staggered as listed in the resolution, subsequent terms are all four years).

Councilmember Hopkins recommended appointing Dean Hopkins. Councilmember Carroll stated Mr. Moore was currently on a city committee. Councilmember Bell recommended appointing Krista Durant.

The Council recommended appointing the following members to the Board of Directors:

NAMES	TERM OF OFFICE
MAYOR BEVERLY H. BURKS	TWO YEARS
KRISTA DURANT	TWO YEARS
JOHN GAGNE	FOUR YEARS
ADRIA MARSHALL	FOUR YEARS
DR. JOHNNY GARCIA	SIX YEARS
REZWAN SHAFEEF AHMAD	SIX YEARS
AKBER LASSI	SIX YEARS

The Council recommended the following individuals to represent an economic interest in the redevelopment and revitalization of the downtown development area:

NAMES
JOHN GAGNE
ADRIA MARSHALL
DR. JOHNNY GARCIA
REZWAN SHAFEEF AHMAD

The Council also discussed the downtown development area map.

Councilmember Hood made a motion to appoint the following members to the Downtown Development Authority: Mayor Beverly H. Burks to serve Two Years, Krista Durant to serve Two Years, John Gagne to serve Four Years, Adria Marshall to serve Four Years, Dr. Johnny Garcia to serve Six Years, Rezwan Shafeef Ahmad to serve Six Years, and Akber Lassi to serve Six Years. The appointments that have an economic interest in the redevelopment and revitalization of the downtown development area are John Gagne, Rezwan Shafeef Ahmad, Adria Marshall, and Dr. Johnny Garcia, effective January 1, 2024. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0-1). Councilmember Hopkins abstained.

5. NEW BUSINESS

A. To approve purchasing new mounts/car dock stations to be installed in patrol vehicles in the amount of $17,600.

Interim City Manager, Tammi Saddler Jones stated this item was to purchase new mounts/car dock stations to be installed in patrol vehicles to accommodate upgraded laptops for patrol officers in the amount of $17,600. The current laptops installed in our patrol staff vehicles have reached the end-of-life cycle and we have secured new laptops that need to be installed. The new laptops will not work with our existing mounts/car docks; therefore we need to install new laptop mounts in our patrol vehicles.

The Council briefly discussed this item.

Vice Mayor Johnson made a motion to purchase new mounts/car dock stations to be installed in patrol vehicles in the amount of $17,600. Councilmember Carroll duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

B. To approve purchasing new network switches and firewalls for the City's computer network in the amount of $21,284.20.

Interim City Manager, Tammi Saddler Jones stated this item is a result of a cybersecurity audit and analysis conducted in December 2022, which identified several pieces of computer equipment that had reached the end-of-life cycle and needed to be replaced. Our original equipment was either pre-existing or updated in our transition to VC3 in 2015. This quote has been provided by VC3 to upgrade network switches and firewalls identified for replacement for our computer systems.

The Council briefly discussed this item.

Vice Mayor Johnson made a motion to purchase new network switches and firewalls for the City's computer network in the amount of $21,284.20. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

C. To approve a resolution authorizing an agreement with Integrated Science & Engineering, Inc. to conduct the 2023 – 2024 ArcGIS Hosting & Management.

Public Works Director, Rodney Beck stated this was the City's license agreement for the city's GIS program, for the stormwater maps. ArcGIS maintains the city's stormwater infrastructure on our technology devices. This is a renewal contract.

The Council briefly discussed this item.

Councilmember Eyasu made a motion to approve a resolution authorizing an agreement with Integrated Science & Engineering, Inc. to conduct the 2023 – 2024 ArcGIS Hosting & Management in the amount of $16,750. The task will be for a period of one-year, from the date of notice and Task 2 will be completed by November 30, 2024. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

D. To approve a resolution renewing the Workers Compensation Insurance with Georgia Municipal Association Workers Compensation Self-Insurance Fund (GMA WCSIF) for calendar year 2024.

Interim City Manager, Tammi Saddler Jones stated this item was for the renewal of Workers Compensation insurance with GMA Workers Compensation Self-Insurance Fund (GMA WCSIF) for calendar year 2024. This year is expected to see a reduction in the rate.

Finance Director, Dan Defnall gave a brief overview of this item.

The Council briefly discussed this item.

Councilmember Eyasu made a motion to approve a resolution to renew the Workers Compensation Insurance with Georgia Municipal Association Workers Compensation Self-Insurance Fund (GMA WCSIF) for calendar year 2024 in an estimated amount for an annual premium rate of $94,733. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

E. To approve a resolution authorizing an agreement with LBJ Law Group, LLC for professional services for an Interim Chief Court Clerk in the amount of $7,000 monthly.

Interim City Manager, Tammi Saddler Jones stated the resolution was in regard to the appointment of the Interim Chief Court Clerk position and is recommending approval of Ms. Ladawn Blackett, owner of LBJ Law Group, LLC. Ms. Blackett's contract would be for five months and could end May 30, 2024, or sooner.

Ladawn Blackett gave a brief introduction of herself.

The Council briefly discussed this item.

Councilmember Carroll made a motion to approve a resolution authorizing an agreement with LBJ Law Group, LLC for professional services for an Interim Chief Court Clerk, with edits "until replacement is found or no later than May 30, 2024" in the amount of $7,000 monthly. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

4. ADJOURNMENT

Councilmember Eyasu made a motion to adjourn. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the meeting adjourned (6-0).

The meeting adjourned at 8:26 p.m.

ATTEST:

Tomika R. Mitchell City Clerk	Beverly H. Burks Mayor

MINUTES OF A WORK SESSION
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON TUESDAY, JANUARY 2, 2024

On the 2nd day of January 2024, at 7:00 p.m., the City Council of Clarkston, Georgia met in a Work Session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Burks called the meeting to order. Mayor Beverly Burks and the following members of the City Council were present: Vice Mayor Debra Johnson; Councilmembers Awet Eyasu, Jamie Carroll (virtual), Susan Hood, Yterenickia Bell, and Mark Perkins. Absent: None. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Dan Defnall (Finance Director); Christine Hudson (Police Chief); Rodney Beck (Public Works Director); Lisa Cameron (Planning and Economic Development Director); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

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

1. CALL TO ORDER

2. ROLL CALL
   All members of the City Council were present.

3. PUBLIC COMMENTS
   Mayor Burks read the Resident Comment Policy.

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

   A. Administering the Oath of Office to the re-elected and newly elected Councilmembers.

   Judge David Will administered the Oath of Office to the re-elected Councilmembers Awet Eyasu and Debra Johnson and newly elected Councilmember Mark Perkins.

   Each re-elected and newly elected Councilmember expressed their appreciation to the community.

5. OLD BUSINESS
   There was no old business discussed.

6. NEW BUSINESS
   A. Mayor To discuss selecting a Vice-Mayor.

   Burks gave a brief overview of the duties and responsibilities of the Vice-Mayor position stating the Council is to recommend a Vice-Mayor every year. The Vice-Mayor is selected for a term of one year. The Vice-Mayor shall perform the duties of the Mayor during his/her absence.

Councilmember Hood nominated Councilmember Johnson for the 2024 Vice Mayor position.

Councilmember Carroll nominated Councilmember Bell for the 2024 Vice Mayor position.

The Council briefly discussed this item.

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

B. To discuss a resolution authorizing the reappointment of the Auditor.

Interim City Manager, Tammi Saddler Jones stated the recommendation from staff is to reappoint Mauldin & Jenkins as the City Auditor, however, there may be an opportunity to go out for bid, it has been a few years for the auditing firm, since the city has gone out for bid. The auditor will complete the 2022 and 2023 audit, so stay may be coming back to the Council after that for a recommendation to go for bid.

The Council briefly discussed this item.

Councilmember Eyasu recommended reappointment but also recommended every 3-4 years go through a bid process.

Ms. Saddler Jones recommended at least a 6-month proposal.

Amina Osman presented public comments expressing thanks to the re-elected and newly elected Councilmembers.

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

C. To discuss reappointing the City Attorney.

Interim City Manager, Tammi Saddler Jones stated our City Attorney, Stephen Quinn's reappointment is for an indefinite term.

Mr. Quinn stated he has been working with the City of Clarkston for 15-17 years.

Councilmember Eyasu expressed the same sentiments from the previous item about reappointing the current individual to the position and recommended a bid process at some point.

City Attorney Stephen Quinn gave a brief explanation of the City appointments, per the City Charter. He stated for the City Attorney, there is no annual aspect to the appointment. The reappointment of the City Attorney has often been included on the agenda for the first meeting of the year, but there is no requirement to do so. There is not a contract with the City, it is at the

City’s pleasure. No action is needed and the city can go out for bid or go with someone else at the pleasure of the Council.

For the Municipal Court Judge and Municipal Court Solicitor, both are mandated by state law to be done on an annual contract, approving them at the first meeting of the year.

The City Auditor just needed to be appointed, there is no state law about the appointment.

The Council briefly discussed this item.

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

D. To discuss a resolution authorizing the reappointment of the Municipal Court Judge.

Interim City Manager, Tammi Saddler Jones stated it is staff’s recommendation that Council reappoints David Will as the Municipal Court Judge. He has served as the judge for six years.

The Council briefly discussed this item.

Councilmember Eyasu expressed the same sentiments from the previous item about reappointing the current individual to the position and recommended a bid process at some point. Councilmember Eyasu recommended a term of 6 months.

Mr. Quinn stated the state law recommends a one-year term contract. The Council recommended a request for proposal in October, to give the state ample time to comply with the state.

Ms. Saddler Jones stated the compensation is listed incorrectly at $2,000 and should be corrected to $2,300.

This item will be placed on the next Consent Agenda.

E. To discuss a resolution authorizing the reappointment of the Solicitor.

Interim City Manager, Tammi Saddler Jones stated it is staff’s recommendation to reappoint the current Solicitor, Christopher Diwan. Mr. Diwan has been the Solicitor for six years.

The Council briefly discussed this item.

Councilmember Eyasu expressed the same sentiments from the previous item about reappointing the current individual to the position and recommended a bid process at some point.

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

F. To discuss payment to Ikon Filmworks, LLC. for audio-visual services for the council work sessions, council meetings, and special called meetings for the months of November and December 2023 in the amount of $9,010 and for any future services in 2024.

Interim City Manager, Tammi Saddler Jones stated this item is before Council because the current audio-visual services the city is using are being brought to Council by Ikon Filmworks, LLC. Ms. Saddler Jones stated she reached out to them after it was brought to her attention about the current AV system, BIS Digital in the Council Chambers was not working properly. Ms. Saddler Jones gave a brief overview of the history of the purchase and the importance of having the AV system. Ikon Filmworks, LLC has also provided a proposal for 2024. The recommendation from staff is to pay the invoices.

The Council briefly discussed this item.

City Clerk, Tomika R. Mitchell gave a brief explanation about the functionality of the current equipment from BIS Digital and the issues staff has been facing with the equipment.

Councilmember Johnson stated she liked the services Ikon Filmworks, LLC provides and if the system is not up to par and does not allow the Clerk to dictate, she would like to further the services until the situation is figured out.

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

G. To discuss the date(s) for the Mayor, Council, and Staff Retreat.

Interim City Manager, Tammi Saddler Jones stated the last retreat was in February and would like to know when the Council would like to have this year's retreat.

The Council discussed the month of March and chose two dates, March 1st and March 15th for staff to check availability of locations to have the retreat.

H. To discuss the Proposed Projects for the 2023 and 2024 LMIG Funding.

Interim City Manager, Tammi Saddler Jones stated The Office of Local Grants forwarded the FY 2024 Local Maintenance Improvement Grant (LMIG) award letters to the mayors and the chairpersons of all the local governments within the state. The FY 2024 LMIG award letter contains information on how to apply for the LMIG funds, and the total award amount. The formula amount for the Fiscal Year 2024 program is $110,910.68 with a local match of $33,273.20 (30%). The total project budget will be $144,183.88.

The Council will need to decide with you want to rollover the FY 2024 LMIG allotment or if they want to put the two years of funding into action by determining what specific projects you would like to do 2024.

The Council briefly discussed this item.

Larry Kaiser with Collaborative Services responded to questions from the Council regarding some of the projects listed on the LMIG list.

Dean Moore presented public comments on this item.

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

7. ADJOURNMENT

Councilmember Eyasu made a motion to adjourn the meeting. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the meeting adjourned (6-0).

The meeting adjourned at 8:30 p.m.

ATTEST:

Tomika R. Mitchell City Clerk	Beverly H. Burks Mayor

CITY OF CLARKSTON

ITEM NO: 7A

CLARKSTON CITY COUNCIL MEETING

BUSINESS AGENDA / MINUTES

HEARING TYPE:
Council Meeting

ACTION TYPE:
Approval

MEETING DATE: January 9, 2024

SUBJECT: To approve a resolution authorizing the reappointment of the Municipal Court Judge.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
Pages:

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

PURPOSE: To approve the reappointment of the Municipal Court Judge David Will.

NEED/ IMPACT: The Municipal Court Judge will preside over the City of Clarkston Municipal Court.

RECOMMENDATION: Staff recommend reappointing the Municipal Court Judge David Will.

RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA, AUTHORIZING THE CONTRACT AND REAPPOINTMENT OF THE MUNICIPAL COURT JUDGE TO SERVE AS JUDGE OF THE CLARKSTON MUNICIPAL COURT.

*　　　*　　　*　　　*　　　*

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

Section 1. That the City Council hereby authorizes the contract and reappointment of Municipal Court Judge, David Will, to serve as Judge of the Clarkston Municipal Court for Judge services. A copy of said contract is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this ______ day of January 2024.

____
Beverly H. Burks, Mayor

ATTEST:

____
Tomika R. Mitchell, City Clerk

EXHIBIT A

CONTRACT TO PROVIDE MUNICIPAL JUDGE SERVICES

THIS AGREEMENT is made and entered into effective January 1, 2024, between the CITY OF CLARKSTON, GEORGIA, a municipal corporation, hereinafter referred to as "CITY" and DAVID C. WILL, Attorney at Law.

W I T N E S E T H:

WHEREAS, the CITY desires the services of DAVID C. WILL as Municipal Judge, pursuant to Section 3.04 of the Charter of the City of Clarkston; and

WHEREAS, DAVID C. WILL is qualified to serve as Municipal Judge pursuant to O.C.G.A § 36-32-1.1 and desires to serve as Judge of the Clarkston Municipal Court; and

WHEREAS, DAVID C. WILL desires to serve in said capacity as an independent contractor, rather than as an employee of the CITY; and

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

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

1. <u>Duties</u>. The CITY hereby contracts with DAVID C. WILL to perform all functions and duties specified in Section 3.06 of the Charter of the CITY OF CLARKSTON and to perform such other legally permissible and proper duties and functions as said position shall require. These duties shall include, but are not limited to, the following:

    a. Provide an overview of the Municipal Court judicial function, including pretrial conferences, scheduling of pro tem judges, and annual reviews of the financial condition of the Municipal Court system;

    b. Preside over criminal cases, traffic cases, parking cases, municipal ordinance caes, arraignments, trials, and hearings and set forth the courtroom calendar;

c. Develop and carry out policies for trial procedures, including the adoption of an appropriate bail schedule;

d. Coordinate with the City Solicitor and Court Clerk to reduce or eliminate backlog of pending cases;

e. Review annually data gathered by the CITY regarding cases generated by the Clarkston Police Department which are being filed in the Municipal Court;

f. Prepare an annual report concerning Municipal Court operations and personally present that report to the City Council;

g. Annually review and recommend changes to the Clarkston Municipal Code which relate to Municipal Court;

h. Make recommendations to the CITY to improve the financial or other operating conditions of the Court; and

i. Appoint a qualified member of the State Bar of Georgia to serve as Public Defender for the Municipal Court pursuant to O.C.G.A. § 36-32-1(f).

2. <u>Independent Contractor</u>. In performing the duties of Municipal Court Judge, DAVID C. WILL shall serve as an independent contractor and not as an employee of the CITY. The CITY shall have no right or responsibility to control or influence the manner in which he carries out his judicial responsibilities, save and except that DAVID C. WILL agrees to carry out his duties in a timely, consistent, and impartial manner. If any employee or agent of DAVID C. WILL's is tasked to assist with the duties of DAVID C. WILL under this agreement such employee/agent shall remain solely employee/agent of DAVID C. WILL. DAVID C. WILL agrees to comply with Title 34, Chapter 9 and all other applicable laws as to such persons.

3. <u>Pro Tem Services</u>. While it is agreed that DAVID C. WILL shall personally serve as Municipal Judge and shall be available to fill the duties of that office generally not less than eighty percent of the time, it

is anticipated that ethical conflicts, scheduling conflicts, vacations, illness, etc., will occasionally require the appointment of pro tem municipal judges. It is understood that it is in the interest of both parties to maintain an active pool of pro tem judges so that the work for the Municipal Court will not be interrupted when DAVID C. WILL must be absent from that position. Therefore:

a. On or before the 1st of January of each and every year this contract remains in effect, DAVID C. WILL shall submit to the City Council the names of those persons whom he wishes to nominate as pro tem judges for the 12 months following the date of such appointment. These persons shall all be members of the Georgia State Bar, in good standing, and must be satisfactory to the City Council of the CITY. Upon receiving such list of proposed pro tem judges, the City Council shall, at its next regularly scheduled meeting, or as soon thereafter as may be convenient, review the list of persons nominated by DAVID C. WILL and approve or deny their appointment as pro tem municipal judges. Any pro tem municipal judge shall also be an independent contractor and not an employee of the City of Clarkston and shall exercise the same functions, duties, powers, and responsibilities as those assumed by DAVID C. WILL pursuant to this agreement.

b. DAVID C. WILL shall compensate all pro tem municipal judges at his own expense and upon such terms as he and they may agree.

c. DAVID C. WILL shall make a reasonable effort to maintain a pool of at least two pro tem municipal judges and shall endeavor to rotate pro tem services evenly among the approved pro tem pool so that all will be reasonably familiar with Municipal Court procedures should their service be necessary.

d. DAVID C. WILL shall instruct all pro tem municipal judges concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible.

4. Term. This Agreement shall commence on the date set forth on page one and shall continue until December 31, 2024. This contract may be renewed annually upon the terms set forth herein or upon any other terms

mutually acceptable to both parties.

5. Compensation. Effective January 1, 2024, the compensation shall be $2,300 monthly. Payment shall be made on or before the last working day of each month this Agreement remains in effect.

6. Removal. DAVID C. WILL may be removed from his position as Municipal Judge during the term of this Agreement for the reasons and upon the procedures set forth in O.C.G.A. § 36-32-2.2.

7. Hours of Work. It is recognized that the hours devoted by the judge in the performance of his responsibilities may vary with the caseload of the Court. The judge shall report, when requested by the City Council, an account describing the amount of time he is devoting to his judicial duties.

8. Periodic Review. The City Council may review the performance and compensation of the Municipal Court Judge by such method and at such times as the Council shall deem appropriate.

9. Dues and Subscriptions. The Municipal Court Judge shall maintain membership in the Georgia Council of Municipal Court Judges and all fees required for such membership shall be paid by the CITY. In addition, the CITY encourages the Municipal Judge to participate in national, regional, and state and local associations and organizations necessary and desired for his continued professional growth and advancement and to improve his performance as Municipal Judge of the CITY OF CLARKSTON. Should the Municipal Judge desire to incur any expenditure for any of the proposed activities outlined above, he may obtain prior consent from the City Manager of the CITY OF CLARKSTON, in which event the CITY shall be obligated to reimburse for such pre-authorized expenses.

10. Professional Development. The CITY agrees to reimburse the Municipal Judge for registration, travel, and subsistence expenses for professional and office travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the Municipal Judge. The procedures for reimbursement referred to in paragraph 9 above shall apply to expenses incurred pursuant to this paragraph as well.

11. General Provisions. This Agreement shall constitute the entire agreement

between the parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from CITY to DAVID C. WILL or any pro tem judge other than as set forth herein.

CITY OF CLARKSTON:

________________________________	________________________________
Beverly H. Burks, Mayor	DAVID C. WILL
Date: __________________	Date: __________________

ATTEST:

____

Tomika Mitchell, City Clerk

Approved as to Form:

Stephen Quinn

Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

CITY COUNCIL MEETING BUSINESS

AGENDA / MINUTES

MEETING DATE: January 9, 2024

ITEM NO: 8A

HEARING TYPE:
Council Meeting

ACTION TYPE:
Approval

SUBJECT: To approve the selection of Vice-Mayor.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐ YES ☒ NO
Pages:

INFORMATION CONTACT: Beverly H. Burks, Mayor
PHONE NUMBER: 404-296-6489

PURPOSE: To approve the selection of a Vice-Mayor for 2024.

NEED/ IMPACT: The Vice-Mayor is selected for a term of one year. The Vice-Mayor shall perform the duties of the Mayor during his/her absence or inability to act, and shall fill out any unexpired term in the office of Mayor, unless and until the position is filled by special election.

RECOMMENDATION:
N/A

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

BUSINESS AGENDA / MINUTES

MEETING DATE: January 9, 2024

ITEM NO: 8B

HEARING TYPE:
Council Meeting

ACTION TYPE:
Approval

SUBJECT: To approve the Engagement Letter and appointment of Mauldin & Jenkins as City Auditor for FY2023 Audit to be performed in 2024

DEPARTMENT: Administration

PUBLIC HEARING: ☐YES ☒NO

ATTACHMENT: ☒YES ☐ NO
Pages: 10

INFORMATION CONTACT: Tammi Sadler Jones
PHONE NUMBER: 404-296-6489 ext. 421

PURPOSE: To approve the Engagement Letter contract and appointment of Mauldin & Jenkins as City Auditor to complete the FY2023 financial statement audit during 2024.

NEED/ IMPACT: In accordance with the Charter, Sec. 4.05, Annual Audit, the mayor and council may employ a public accountant or a certified public accountant to make an annual audit of all financial books and records of the city. The accountant shall file his report with the mayor, at a time agreed to between him and the mayor and shall prepare a summary of the report which shall be furnished or made available to the mayor and every councilman. Mauldin & Jenkins has provided financial audit services to the City for several years. The audit for the year ended December 31, 2023, will require additional effort due to the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) which relate to the significant amount of federal grant funds received during FY2019 in relation to the Streetscape construction project. The audit work is expected to begin approximately April 1, 2024, and issuance of final audit report no later than June 30, 2024.

RECOMMENDATIONS: Staff recommend the City Council vote to approve the attached Engagement Letter (contract) for audit services for the year ended December 31, 2023, to occur in FY2024 in the amount of $51,500.

RESOLUTION NO. _________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA, AUTHORIZING THE REAPPOINTMENT OF THE AUDITOR, MAULDIN & JENKINS, LLC.

* * * * *

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

Section 1. That the City Council hereby authorizes the reappointment of Mauldin & Jenkins, LLC as the Auditor. The auditor will conduct an annual audit of all financial books and records of the City in compliance with the requirements of State general law. A copy of said engagement letter is attached to this resolution as “Exhibit A” and is incorporated herein for all purposes.

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

____
Beverly H. Burks, Mayor

ATTEST:

____
Tomika R. Mitchell, City Clerk

“Exhibit A”

MAULDIN & JENKINS
CPAs & ADVISORS

December 26, 2023

Honorable Mayor and Members of the
City Council and City Manager
City of Clarkston, Georgia
3921 Church Street
Clarkston, Georgia 30021

Attn: Tammie Jones, City Manager and Dan Defnall, Finance Director

We are pleased to confirm our understanding of the services we are to provide the City of Clarkston, Georgia (the City) for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Clarkston, Georgia as of and for the year then ended. These statements will include the budgetary comparison information for the General Fund and each major special revenue fund. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of Changes in the City's Net Pension Liability and Related Ratios.
3. Schedule of City Contributions – Pension Plan.

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We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards.
2. Schedule of Projects Constructed with Special Purpose Local Option Sales Tax Proceeds.
3. Combining and individual fund statements.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on -

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit
We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

According to GAAS, significant risks include the risk of management's override of internal controls. Accordingly, we have considered this item as a significant risk.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control
We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance
As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Clarkston, Georgia's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Clarkston's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Clarkston's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes): and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You acknowledge the City of Clarkston will not utilize Mauldin & Jenkins, LLC to store documents, data, or records on behalf of the City in accordance with the "Hosting Services" (see ET section 1.295.143) interpretation of the AICPA Code of Professional Conduct. The City is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the City's information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Clarkston, Georgia; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Georgia Department of Audits and Accounts or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately April 1, 2024 and to issue our reports no later than June 30, 2024. Josh Carroll is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be $51,500 for the year ended December 31, 2023. This fee includes the audit of one major federal grant program. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Members of the City Council for the City of Clarkston, Georgia. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Clarkston, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC

Josh Carroll

RESPONSE:

This letter correctly sets forth the understanding of the City of Clarkston, Georgia.

By: ____

Title: ____

CITY OF CLARKSTON

ITEM NO: 8D

CLARKSTON CITY COUNCIL MEETING

BUSINESS AGENDA / MINUTES

HEARING TYPE:
Council Meeting

ACTION TYPE:
Approval

MEETING DATE: January 9, 2024

SUBJECT: To approval a resolution authorizing the reappointment of the Municipal Court Solicitor.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
Pages:

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

PURPOSE: To approval a resolution authorizing the reappointment of the Municipal Court Solicitor Christopher Diwan.

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

RECOMMENDATION: Staff recommends reappointing the Municipal Court Solicitor Christopher Diwan.

RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA, AUTHORIZING THE CONTRACT AND REAPPOINTMENT OF THE SOLICITOR TO SERVE AS THE PROSECUTING ATTORNEY FOR THE CITY OF CLARKSTON MUNICIPAL COURT.

* * * * *

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

Section 1. That the City Council hereby authorizes the contract and reappointment of Solicitor, Christopher Diwan, to provide Prosecuting Attorney Services to the City of Clarkston Municipal Court. A copy of said contract is attached to this resolution as “Exhibit A” and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this ______ day of ___________ 2024.

____
Beverly H. Burks, Mayor

ATTEST:

____
Tomika R. Mitchell, City Clerk

EXHIBIT A

CONTRACT TO PROVIDE PROSECUTING ATTORNEY SERVICES TO CLARKSTON MUNICIPAL COURT

THIS AGREEMENT is made and entered into effective this 1st day of January, 2024, by and between the CITY OF CLARKSTON, GEORGIA, a municipal corporation, hereinafter referred to as "CITY" and CHRISTOPHER DIWAN, Attorney at Law.

W I T N E S E T H:

WHEREAS, the CITY desires the services of CHRISTOPHER DIWAN as City Solicitor, pursuant to Section 3.04 of the Charter of the City of Clarkston; and

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

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

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

1. <u>Duties</u>. The CITY hereby contracts with CHRISTOPHER DIWAN to perform all functions and duties of the prosecuting attorney of t4h Clarkston Municipal Court (i.e., serve as City Solicitor) and to perform such other legally permissible and proper duties and functions as said position shall require. These duties shall include, but are not limited to, the following:

    a. Prosecute cases within the jurisdiction of the City Charter, Ordinances, and Georgia State Statutes that are within the original jurisdiction of the Clarkston Municipal Court;

    b. Perform advanced professional legal work involving the prosecution of defendants in misdemeanor criminal cases;

    c. Participate in administrative and research functions in civil areas when so directed by the City Manager;

d. Report to the City Manager as requested regarding the functions of the Municipal Court system;

e. Collaborate with the Municipal Court Judge to develop and carry out policies for trial procedures;

f. Coordinate with the Municipal Court Judge, Public Defender and Court Clerk to reduce or eliminate backlog of pending cases;

g. Annually review data gathered by the CITY regarding cases generated by the Clarkston Police Department and filed in the Municipal Court;

h. Prepare an annual report concerning Municipal Court operations and results and personally present that report to the City Council;

i. Annually review and recommend changes to the Clarkston Municipal Code which relate to Municipal Court; and

j. Make recommendations to the CITY to improve the financial or other operating conditions of the Court.

2. Independent Contractor. In performing the duties of City Solicitor, CHRISTOPHER DIWAN shall serve as an independent contractor and not as an employee of the CITY. The CITY shall have no right or responsibility to control or influence the manner in which he carries out his prosecutorial responsibilities, save and except that CHRISTOPHER DIWAN agrees to carry out his duties in a timely, consistent, fair and effective manner.

3. Term. This Agreement shall commence on the date set forth on page one and shall continue until December 31, 2024. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties. Notwithstanding the foregoing, CHRISTOPHER DIWAN shall serve at the pleasure of the City Council. No rights, responsibilities, salary, or other benefits shall extend beyond the term of this Agreement and nothing in this Agreement shall be deemed

to vest in CHRISTOPHER DIWAN any property interest in the duties, responsibilities, or compensation provided in this contract or any right to the continuation thereof.

4. Compensation. Effective January 1, 2024, the compensation shall be $1,000 monthly. Payment shall be made on or before the last working day of each month this Agreement remains in effect.

5. Hours of Work. It is recognized that the hours devoted by the Solicitor in the performance of his responsibilities may vary with the caseload of the Court. The Solicitor shall report to the City Manager upon request the amount of time he is devoting to his duties as Solicitor.

6. Periodic Review. The City Council may review the performance and compensation of the City Solicitor by such method and at such times as the Council shall deem appropriate.

7. Dues and Subscriptions. The City Solicitor shall maintain membership in an appropriate statewide organization for City Solicitors and all fees required for such membership shall be paid by the CITY. In addition, the CITY encourages the City Solicitor to participate in national, regional, and state and local associations and organizations necessary and desired for her continued professional growth and advancement and to improve her performance as City Solicitor. Should the City Solicitor desire to incur any expenditure for any of the proposed activities outlined above, she may obtain prior consent from the City Manager of the CITY OF CLARKSTON, in which event the CITY shall be obligated to reimburse for such pre-authorized expenses.

8. Professional Development. The CITY agrees to reimburse the City Solicitor for registration, travel, and subsistence expenses for professional and office travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the City Solicitor. The procedures for reimbursement referred to in paragraph 7 above shall apply to expenses incurred pursuant to this paragraph as well.

9. General Provisions. This Agreement shall constitute the entire agreement between the parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the

remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from CITY to CHRISTOPHER DIWAN other than as set forth herein.

CITY OF CLARKSTON: CHRISTOPHER DIWAN

______________________ ______________________

Beverly H. Burks, Mayor Date: _______

Date:________ ____________________________

ATTEST:

____

Tomika Mitchell, City Clerk

Approved as to Form:

Stephen Quinn

Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

BUSINESS AGENDA / MINUTES

MEETING DATE: January 9, 2024

ITEM NO: 8D

ACTION TYPE: Approval

HEARING TYPE: Council Meeting

SUBJECT: To approve payments to Ikon Filmworks for audio-visual services for council work sessions, council meetings, and special called meetings in the amount of $9,010 for the months of November and December 2023.

DEPARTMENT: City Administration

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages: 4

INFORMATION CONTACT: Tammi Saddler Jones

PHONE NUMBER: 404-296-6489

PURPOSE: To approve payments to Ikon Filmworks for audio-visual services for council work sessions, council meetings, and special called meetings in the amount of $9,010 for the months of November and December 2023.

NEED/ IMPACT: On November 1, 2023, Mayor Beverly Burks reached out to Tammi Saddler Jones, Interim City Manager, regarding her concerns about the audio-visual technical issues that happened at the October 31, 2023 work session. Mayor Burks informed the Interim City Manager that she had expressed her concerns with the audio-visual issues previously with city staff and that nothing had been done. The Mayor asked the Interim City Manager to handle the problem and make whatever changes necessary. Prior to that conversation, the Interim City Manager was not aware of any previous issues with the audio-visual equipment. The Interim City Manager informed Mayor Burks that she can handle resolving the issues but that it would be a cost to the city and Mayor Burks understood that. The Interim City Manager Saddler Jones immediately reached out to Mr. James Hammond with Ikon Filmworks. She was familiar with Ikon Filmworks because they handle the council meeting audio visual services for the City of South Fulton and they also handle the council meeting audio visual services for the City of Mableton. Mr. Hammond came out the following week and he assessed Council Chambers. Then, Ikon Filmworks began handling the audio-visual services for the City of Clarkston at the Tuesday, November 9, 2023 city council meeting. Ikon Filmworks experienced a few technical hiccups while providing audio-visual services at the November 9th meeting which was their first meeting but since then the audio-visual process provided by them has been running smoothly.

It is my understanding from the City Clerk Tomika Mitchel that the equipment provided by BIS Digital that is currently in the Council Chambers is operational, however from time to time there are issues with the equipment, and it takes their technical support several days to come out and fix the issue. For example, when the City Clerk contacted BIS Digital about the issues we experienced at the October 31, 2023 work session, the response from BIS Digital was that they would have someone get back with her. In my opinion, the City of Clarkston is not a priority for BIS Digital. When they came out this last time, it was discovered that someone had turned the equipment off or unplugging the equipment. Another issue is that we have not been able to use the equipment to its full capabilities due to the placement of a laptop and two computers on the dais for Council meetings and court proceedings. It is also a lot for the City Clerk to take meeting minutes, operate the Zoom on the desktop computer, and use the laptop for the other capabilities, such as book-marking agenda items during the meeting. Hence, having a professional audio-visual company to handle these tasks is beneficial to the City of Clarkston.

RECOMMENDATIONS:
Staff recommends approval of the payments to Ikon Filmworks for videography services for council work sessions, council meetings, and special called meetings in the amount of $9,010 for the months of November and December 2023.

IKON FILMWORKS

Provider

Ikon Filmworks LLC
5829 Campbellton Road Southwest, Suite 104
#136
Atlanta, Georgia, 30331
jhammond@ikonfilmworks.com
404.939.4670
www.ikonfilmworks.com

Customer

City of Clarkston
tsjones@cityofclarkston.com

Invoice No.	#INV-20231208-113410
Date	12/08/2023
Due Date	01/07/2024

INVOICE

Item	Description	Price/Unit	Qty	Price
City Council Meeting 11/28 Videography Services	Streaming services for : 11/28	$1300.00	1	$1300.00
Audio Services	11/28 Meeting Audio • 2 speakers • Audio Mixer • 1 Audio Technician • 1 Audio Snake • Overflow Audio services	$1900.00	1	$1900.00
TV Monitoring Services	• 2 65 inch Television Monitors • Cabling Services • Video Distribution Services	$800.00	1	$800.00
Delivery Services		$275.00	1	$275.00
Zoom Encoding Services		$230.00	1	$230.00

Subtotal	$4505.00
0%	$0.00
Total	**$4505.00**

Payments are accepted in cash, check, via PayPal (jhammond@ikonfilmworks.com), Venmo (@ikonfilmworks), CashApp ($IkonFilmworks), ApplePay (4049394670), or by Credit Card. A 2.5% to 3% transaction fee will apply for PayPal payments

not made as friends or family as well as to credit card transactions depending on the card.
All Invoices due within 30 days or a 10% late fee will be assessed.

Please note that once you have booked an appointment with us it means that we have reserved time in our schedule exclusively for you. If you cancel your appointment less than [24 hours] before it is scheduled to take place, you will be subject to a [penalty/fee/rebooking charge of the total project.

To avoid a cancellation fee, please provide a cancellation notice at least [24 hours] prior to your appointment.

You can cancel or reschedule an appointment by emailing us at jhammond@ikonfilmworks.com, texting 404.939.4670, or calling our office at 404.939.4670.

Thank you for your business.

Provider

Ikon Filmworks LLC
5829 Campbellton Road Southwest, Suite 104
#136
Atlanta, Georgia, 30331
jhammond@ikonfilmworks.com
404.939.4670
www.ikonfilmworks.com

Customer

City of Clarkston
tsjones@cityofclarkston.com

Invoice No.	#INV-20231208-113411
Date	12/08/2023
Due Date	01/07/2024

INVOICE

Item	Description	Price/Unit	Qty	Price
City Council Meeting 12/5 Videography Services	Streaming services for : 12/5	$1300.00	1	$1300.00
Audio Services	12/5 Meeting Audio • 2 speakers • Audio Mixer • 1 Audio Technician • 1 Audio Snake • Overflow Audio services	$1900.00	1	$1900.00
TV Monitoring Services	• 2 65 inch Television Monitors • Cabling Services • Video Distribution Services	$800.00	1	$800.00
Delivery Services		$275.00	1	$275.00
Zoom Encoding Services		$230.00	1	$230.00

Subtotal	$4505.00
0%	$0.00
Total	**$4505.00**

Payments are accepted in cash, check, via PayPal (jhammond@ikonfilmworks.com), Venmo (@ikonfilmworks), CashApp ($IkonFilmworks), ApplePay (4049394670), or by Credit Card. A 2.5% to 3% transaction fee will apply for PayPal payments

not made as friends or family as well as to credit card transactions depending on the card.
All Invoices due within 30 days or a 10% late fee will be assessed.

Please note that once you have booked an appointment with us it means that we have reserved time in our schedule exclusively for you. If you cancel your appointment less than [24 hours] before it is scheduled to take place, you will be subject to a [penalty/fee/rebooking charge of the total project.

To avoid a cancellation fee, please provide a cancellation notice at least [24 hours] prior to your appointment.

You can cancel or reschedule an appointment by emailing us at jhammond@ikonfilmworks.com, texting 404.939.4670, or calling our office at 404.939.4670.

Thank you for your business.

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

BUSINESS AGENDA / MINUTES

MEETING DATE: January 9, 2024

ITEM NO: 8E

ACTION TYPE: Approval

HEARING TYPE: Council Meeting

SUBJECT: To consider approving future services with Ikon Filmworks, LLC. for audio-visual services for the council work sessions, council meetings, and special called meetings.

DEPARTMENT: City Administration

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages: 4

INFORMATION CONTACT: Tammi Saddler Jones

PHONE NUMBER: 404-296-6489

PURPOSE: To consider approving future services with Ikon Filmworks, LLC. for audio-visual services for the council work sessions, council meetings, and special called meetings.

NEED/ IMPACT: On November 1, 2023, Mayor Beverly Burks reached out to Tammi Saddler Jones, Interim City Manager, regarding her concerns about the audio-visual technical issues that happened at the October 31, 2023 work session. Mayor Burks informed the Interim City Manager that she had expressed her concerns with the audio-visual issues previously with city staff and that nothing had been done. The Mayor asked the Interim City Manager to handle the problem and make whatever changes necessary. Prior to that conversation, the Interim City Manager was not aware of any previous issues with the audio-visual equipment. The Interim City Manager informed Mayor Burks that she can handle resolving the issues but that it would be a cost to the city and Mayor Burks understood that. The Interim City Manager Saddler Jones immediately reached out to Mr. James Hammond with Ikon Filmworks. She was familiar with Ikon Filmworks because they handle the council meeting audio visual services for the City of South Fulton and they also handle the council meeting audio visual services for the City of Mableton. Mr. Hammond came out the following week and he assessed Council Chambers. Then, Ikon Filmworks began handling the audio-visual services for the City of Clarkston at the Tuesday, November 9, 2023 city council meeting. Ikon Filmworks experienced a few technical hiccups while providing audio-visual services at the November 9th meeting which was their first meeting but since then the audio-visual process provided by them has been running smoothly.

It is my understanding from the City Clerk Tomika Mitchel that the equipment provided by BIS Digital that is currently in the Council Chambers is operational, however from time to time there are issues with the equipment, and it takes their technical support several days to come out and fix the issue. For example, when the City Clerk contacted BIS Digital about the issues we experienced at the October 31, 2023 work session, the response from BIS Digital was that they would have someone get back with her. In my opinion, the City of Clarkston is not a priority for BIS Digital. When they came out this last time, it was discovered that someone had turned the equipment off or unplugging the equipment. Another issue is that we have not been able to use the equipment to its full capabilities due to the placement of a laptop and two computers on the dais for Council meetings and court proceedings. It is also a lot for the City Clerk to take meeting minutes, operate the Zoom on the desktop computer, and use the laptop for the other capabilities, such as book-marking agenda items during the meeting. Hence, having a professional audio-visual company to handle these tasks is beneficial to the City of Clarkston.

RECOMMENDATIONS:
Staff recommends approving future services with Ikon Filmworks, LLC. for audio-visual services for the council work sessions, council meetings, and special called meetings.

CITY OF CLARKSTON

ITEM NO: 8F

CLARKSTON CITY COUNCIL MEETING

BUSINESS AGENDA / MINUTES

MEETING DATE: January 9, 2024

HEARING TYPE:
Council Meeting

ACTION TYPE:
Approval

SUBJECT: To approve March 15, 2024 as the date for the Mayor, Council, and Staff Retreat.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
Pages:

INFORMATION CONTACT: Beverly H. Burks, Mayor
PHONE NUMBER: 404-296-6489

PURPOSE: To approve March 15, 2024 as the date for the Mayor, Council, and Staff Retreat.

NEED/ IMPACT: Annually city management, city department heads and the mayor and city council convene at a location to discuss the mission and goals of the city. This meeting/workshop allows leadership to review accomplishments from the previous year and to establish program goals and strategies for the upcoming year.

RECOMMENDATION: N/A

CITY OF CLARKSTON

ITEM NO: 8G

CLARKSTON CITY COUNCIL MEETING

BUSINESS AGENDA / MINUTES

HEARING TYPE:
Council Meeting

ACTION TYPE:
Approval

MEETING DATE: January 9, 2024

SUBJECT: To approve the proposed projects for the 2023 and 2024 Local Maintenance & Improvement Grant (LMIG) funding.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

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

PURPOSE: To approve the proposed projects for the 2023 and 2024 LMIG Funding.

NEED/ IMPACT: The Office of Local Grants forwarded the FY 2024 Local Maintenance Improvement Grant (LMIG) award letters to the mayors and the chairpersons of all the local governments within the state. The FY 2024 LMIG award letter contains information on how to apply for the LMIG funds, and the total award amount.

The formula amount for the Fiscal Year 2024 program is $110,910.68 with a local match of $33,273.20 (30%). The total project budget will be $144,183.88.

Council will need to decide with you want to rollover the FY 2024 LMIG allotment or if you want to put the 2 years of funding into action by determining what specific projects you would like to do 2024. It is my understanding that Council rolled over the FY 2023 LMIG funds. The formula amount for the Fiscal Year 2023 program is $93,532.50 with a local match of $28,059.75 (30%). The total project budget for FY 2023 is $121,592.25.

With an approved list of projects, the mayor will sign a cover letter with a notarized LMIG application. The entire LMIG package will be submitted online before the application deadline of February 2024.

RECOMMENDATION: N/A

January 2nd, 2024

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

RE: City of Clarkston – LMIG FY 23 & 24 Funding

Dear Mr. Wright:

On behalf of City Council, please find the attached FY 24 LMIG application.

Attached is a list of projects to be funded with “rollover year FY 23” funds and LMIG 2024.

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

- A status update of the prior 5 years of LMIG funding
- FY 22 LMIG Statement of Final Expenditures. Statement of Final Expenditures will be included in the FY 25 LMIG submittal for FY23 & 24

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

Sincerely,

Tammi Saddler Jones

Interim City Manager

Attachment (s)

1/3/2024

LMIG PROJECT HISTORY
FY 05-FY 24

LMIG FY	PROJECT NAME	PROJECT DESCRPTION
05	Resurfacing 3 streets	• Bacon Street (Pecan to Jolly) • Casa Woods Lane (Casa Drive to cul-de-sac) • DeBelle Street (North Indian Creek to Market Street)
06	No records available	
07	Resurface 1 street	• Cleavemark Drive
08	Resurfacing 1 street	• Smith Street (Montreal Rd to Lincoln Street)
09	Resurfacing 3 streets	• Mauck Street (Church to dead end); Rayford Trail (Church to dead end)
10	Resurfacing 1 street	• Lincoln Street
11	No records available	
12	Patching & Resurfacing	• Chalmers Ct, Mountbury Ct, Waterbury St, Nielson Drive
13	East Ponce de Leon Drainage Improvements	• Replace culvert and 2 catch basins on East Ponce de Leon between 4317 and 4329 East Ponce to correct roadway flooding
14	Montreal Rd Sidewalk Installation	• From North Indian Creek to East Ponce de Lean – install new sidewalks/handrails, reset existing granite curb, replace 3rd lane on Montreal with a small pocket park, and ADA ramps at all driveways and streets • City funded all landscape improvements including bench. Cost share with Title Maxx to install decorative fence to stop all pedestrians from walking across new landscaping • Design in-house with CIS; saved city $30k design fees
15	East Ponce de Leon PH I Sidewalk Replacement	• Montreal Rd to West Smith Street • Install new driveways to reduce traffic conflicts (open asphalt along property frontages with no driveways) • Install defined driveways with ramps, replace existing 3 ft. sidewalk with 5 ft. sidewalks; install new granite curb, new concrete driveway aprons • Install landscape islands with granite curb and new landscaping • In-house design with CIS saved city $20k in fees
16/17	East Ponce de Leon PH II Sidewalk Replacement	• West Smith Street to 4392 East Ponce de Leon • Coordination with future Friendship Forest concept design for driveway and sidewalk • Replace existing sidewalks, new ADA ramps, pedestrian handrail, reconstruct existing driveways with larger radii and concrete aprons where possible • In-house design by CIS saved city $30k in fees
17	East Ponce de Leon PH III Sidewalk Replacement	• Market Street to Montreal Rd • CIS pursued new (1 year availability only) grant funds from GDOT - $95k) • Install new driveways to reduce traffic conflicts (open asphalt along property frontages with no driveways). Close coordination/communication with owners to ensure traffic flow, handrails, opaque fence to reduce visibility of used car storage • Coordination with streetscape design at the Market/East Ponce intersection for sidewalk connectivity • In-house design by CIS saved city $15k design fees
18/19/20	Rowland Street Road Diet	• Market St to North Indian Creek; Rogers St from Market to NIC • Resurfacing, drainage, stormwater enhancements, new granite curb, signage and striping
21	Milling & Resurfacing	• Vaughan St & Clarkston Industrial Blvd
22	Church St and Lovejoy St. Sidewalks	• New sidewalk at Mell Ave pocket park • Reconstruct existing driveways, ADA ramps, 5 ft. sidewalks (where feasible – avoid trees), pervious sidewalks at trees, retaining wall, one bench
23	Projects TBD by Council	• Rollover Funds FY 23
24	Projects TBD by Council	• FY 23 + FY 24

LOCAL MAINTENANCE & IMPROVEMENT GRANT RECENT HISTORY

12/22/2023

LMIG 2021

Contract Name: Vaughan Street & Clarkston Industrial Blvd. Resurfacing

LMIG Application Project Name	Contract Amount (C)	LMIG Acceptable Contract Pay Items	LMIG Allocation (A)	LMIG + 30% is the Min. City Match (B)	PROJECT STATUS
Vaughan Street and Clarkston Industrial Blvd. Resurfacing	$143,916	• Milling & Paving • Striping • Roadway patching • Concrete driveway apron	$86,223.77	$112,090.90 (match met)	Completed FY 22

LMIG 2022

Contract Name: Church and Lovejoy Street Sidewalk Installation

LMIG Application Project Name	Contract Amount (C)	Project Tasks	LMIG Allocation (A)	LMIG + 30% is the Min. City Match (B)	Project Status
Church & Lovejoy Street Sidewalk Installation	$160,710	• Driveway reconstruction and retaining wall • Raise existing granite curb • 5 ft. concrete sidewalk and pervious concrete at tree canopy areas • Tree installations (not LMIG eligible) & clearing of underbrush for clean appearance • Bench installation (not LMIG eligible) • ADA ramps	$91,600.45	$119,080.59 (match met)	Completed FY 23

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 24

TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.

LOCAL GOVERNMENT INFORMATION

Date of Application: 1/2/2024

Name of local government: City of Clarkston
Address: 1055 Rowland Street
Contact Person and Title: Tammi Saddler Jones
Contact Person's Phone Number: (404) 296- 6489 Ext. 421
Contact Person's Fax Number: NA
Contact Person's Email: tsjones@cityofclarkston.com

Is the Priority List attached? YES

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

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

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

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

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

APPLICATION FOR FISCAL YEAR 24

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

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

Local Government:

____
E-Verify Number

_____________________________(Signature)

_____________________________ (Print)
Mayor / Commission Chairperson

_____________________________ (Date)

LOCAL GOVERNMENT SEAL:

Sworn to and subscribed before me,

This _____ day of__ _______, 20___.

In the presence of:

NOTARY PUBLIC

____
My Commission Expires:

NOTARY SEAL:

FOR GDOT USE ONLY

The local government's Application is hereby granted and the amount allocated to the local government is ___________________. Such allocation must be spent on any or all of those projects listed in the Project List.

This __________ day of ___________, 20___.

____
GDOT Office of Local Grants

CLARKSTON LMIG 23/24 PROPOSED PROJECTS

(GDOT accepted project types)

STAFF RECOMMENDATION (ranking from #1 to #8 with #1 as highest)	ROAD SEGMENT	TO	FROM	LENGTH(FEET)	DESCRIPTION OF WORK	EST. COST	Pro's	Con's
2 [a]	CHURCH STREET	3895 CHURCH STREET	MARKET STREET	700	RESET GRANITE CURB (1530 LF), REMOVE AND CONSTRUCT 5' CONCRETE SIDEWALK (175 SY), 3- ADA TYPE D WITH YELLOW TRUNCATED DOMES, GRADING COMPLETE, TRAFFIC CONTROL, 55 LF-6-INCH CONCRETE CURB, SOD	$105,000	• Provides the next phase of ADA compliant sidewalk system on Church St within the downtown area with significant pedestrian activity	• Will need to add another project to satisfy city LMIG match requirements
10	GINA DRIVE	BROCKETT ROAD	CHAMPION WAY	470	MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TWO STOP BARS, CROSSWALK, TRAFFIC CONTROL	$ 91,250	• Resurfacing a city street	• Very low traffic volume road that primarily serves commercial activity. Other streets exist to serve these commercial sites • Will need to add another project to satisfy city LMIG match requirements
9	COLLEGE AVE (WITH SIDEWALK CONSTRUCTION)	MARKET STREET	ROGERS STREET	1,310	MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, INSTALL 3 SPEED TABLES, TWO STOP BARS, CROSSWALK, 455 LF 5' SIDEWALKS, RETAINING WALL, RESET 2140 LF RECYCLED GRANITE CURB, GRADING TRAFFIC CONTROL	$390,000	• Provides additional pedestrian access to downtown. • Provides another pedestrian linkage from the Market Street neighborhoods to downtown • Corrects drainage issues – complaints from 2 property owners regarding	• High cost – approximately 130,000 more than 2 years LMIG/City match of $260,000 • Relocating gardens and other shrubbery within city R/W • Grading for retaining wall

							roadway runoff onto front yards • Provides speed tables with resurfacing. Resurfacing after speed tables installed is difficult	
1	COLLEGE AVE (WITHOUT SIDEWALK CONST.)	MARKET STREET	ROGERS STREET	1,310	MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, INSTALL 3 SPEED TABLES, TWO STOP BARS, CROSSWALK, RESET 2140 LF RECYCLED GRANITE CURB, GRADING TRAFFIC CONTROL	$315,000	• Same as above except no sidewalks • Cut through traffic roadway	• Approximately $50,000 more than what is available with 2 years of LMIG/City Match
7	NORTH INDIAN CREEK DRIVE	EAST PONCE DE LEON AVE	SMITH STREET	40	REMOVE AND RECONSTRUCT (40 LF) 5' CONCRETE SIDEWALK, 2-ADA TYPE D PEDESTRIAN RAMPS WITH TRUNCATED DOMES, 30 LF GUARDRAIL TYPE T, ADJUST MANHOLE TO GRADE, TRAFFIC CONTROL	$30,000	• Next phase of NIC sidewalk improvements. PH 1 completed in 2019 from Tucker city limits to Smith Street. Improvements included over $150k in ADA improvements.	• All improvements to be removed if city receives construction funding for the NIC Road Diet project (federal or future SPLOST funding) • Will need other LMIG projects to satisfy city LMIG match requirements
3	MACLAREN DRIVE	MARKET STREET	CUL-DE-SAC	1,015	MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TRAFFIC CONTROL	$152,000	• Simple project with little negative impact to residential property owners • Road pavement continues to deteriorate significantly. Temporary repairs to street have occurred over the past 5 years • Pavement is in poor condition	• Will need to add another project to satisfy city LMIG match requirements

8	MONTREAL ROAD GUARDRAIL AT BRIDGE	MONTREAL ROAD	MONTREAL ROAD	200	REMOVE AND REPLACE (200 LF) GUARDRAIL TYPE 2, TRAFFIC CONTROL, GRADE, CONSTRUCT GRAVITY WALL, RECONSTRUCT SIDEWALKS	$250,000	• Roadway safety project that has been on the city maintenance list to repairs for 10 years	• All improvements will be replaced if the NIC Road Diet Project is constructed •
2 [a]	BROCKETT ROAD	EAST PONCE DE LEON AVE	HWY 78	350	REMOVE AND CONSTRUCT 35-ADA TYPE D PEDESTRIAN RAMPS WITH TRUNCATED DOMES, TRAFFIC CONTROL	$90,000	• Improve pedestrian accessibility • High pedestrian volumes	• Relatively low cost improvements with little negative impact to adjoining commercial and apartment complex's • Will need to add another project to satisfy city LMIG match requirements depending on the bids submitted
5	JOLLY AVE	BACON STREET	MELL AVE	1,410	MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TRAFFIC CONTROL	$165,000	• Simple project with little negative impact to residential property owners • Pavement is in fair condition • Traffic volumes greater on Jolly than Maclaren Drive	• Will need to add another project to satisfy city LMIG match requirements depending on the bids submitted
4 [a]	Clark Street	Smith Street	Cul-de-sac	845	MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TRAFFIC CONTROL	$115,000	• Simple project with little negative impact to residential property owners • Pavement is in fair condition	• Will need to add another project to satisfy city LMIG match requirements depending on the bids submitted • City detention pond project on Clark Street will include Curb and Gutter and possible construction equipment damage to a portion of Clark Street

6 [b]	Lincoln Street	Clark Street	Smith Street	390	MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TRAFFIC CONTROL	$53,000	• Simple project with little negative impact to residential property owners • Pavement is in poor condition	• Will need to add another project to satisfy city LMIG match requirements depending on the bids submitted • Minor traffic volumes
6 [b]	Lester Street	Clark Street	Smith Street	280	MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TRAFFIC CONTROL	$38,000	• Simple project with little negative impact to residential property owners • Pavement is in poor condition	• Will need to add another project to satisfy city LMIG match requirements depending on the bids submitted • Minor traffic volumes
4 [a]	Smith Street	Montreal Rd	Lincoln Street	720	MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TRAFFIC CONTROL	$105,000	• Simple project with little negative impact to residential property owners • Pavement is in poor condition	• Will need to add another project to satisfy city LMIG match requirements depending on the bids submitted
6 [b]	Trimble Street	Clark Street	Dead End	22	MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TRAFFIC CONTROL	$34,000	• Simple project with little negative impact to residential property owners • Pavement is in poor condition	• Will need to add another project to satisfy city LMIG match requirements depending on the bids submitted • Minor traffic volumes

NOTE: (a) These two projects are suggested as a single project if selected by council

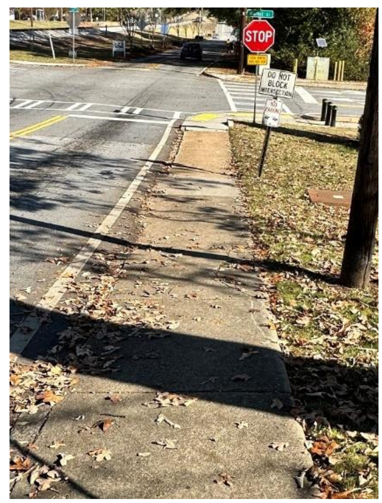
(b) These 3 projects together as a single project if selected by council

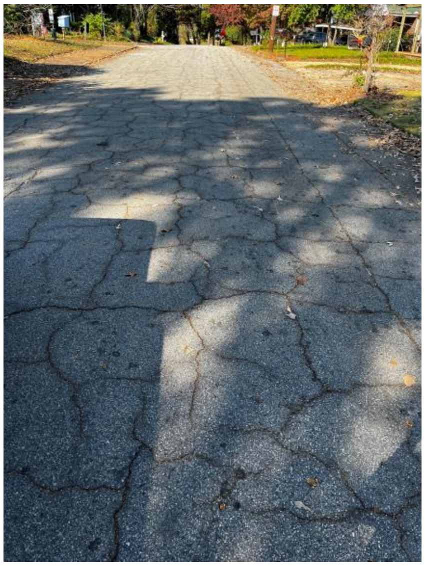
Gina Drive from Brockett Road to Champion Way

College Ave from Market Street to Rogers Street

MAP SECTIONS AND PICTURES

Church Street from Market Street to 3895 Church Street





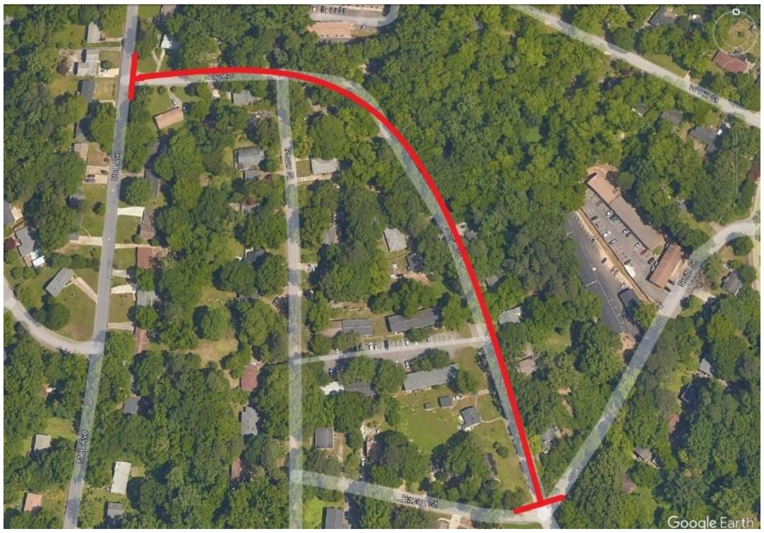
<u>North Indian Creek Drive from Smith Street to Cul-de-sac</u>

Maclaren Drive from Market Street to Cul-de-sac

Montreal Drive Guardrail

BROCKETT ROAD FROM EAST PONCE DE LEON TO 1353 BROCKETT ROAD

Jolly Ave from Bacon Street to Mell Ave




Clark Street
Trimble Street
Partitions
Clark St
Tribble St
Bacon Street
Lester St
Lester Street
Lincoln St
St Michaels Church
Smith St
Smith Street
Google Earth

CITY OF CLARKSTON
where possibilities grow

1/2/2024

CLARKSTON

LMIG PROJECT HISTORY

FY18-24

LMIG FY	PROJECT NAME	PROJECT LIMITS/DESCRPTION	STATUS
18/19/20	Rowland Street Road Diet	• Market St to North Indian Creek; Rogers St from Market to NIC • Resurfacing, drainage, stormwater enhancements, new granite curb, signage and striping	• Completed August 2022 • Exceeded 30% local match
21	Resurfacing 2 City Streets	• Vaughan St, Clarkston Industrial Blvd and Carroll Park Drive • Milling and Resurfacing	• Completed August 2022 • Exceeded 30% local match
22	Church St and Lovejoy St. Sidewalks	• New sidewalk at Mell Ave pocket park to Lovejoy and Lovejoy from Church St. to PATH Trail • Reconstruct existing driveways, ADA ramps, 5 ft. sidewalks, pervious sidewalks at trees, retaining wall, one bench	• Advertised to-bid October 2022 • City council selection of low bidder on February 7, 2023 • Low bid exceeded local match • Project is complete
23	TBD	Refer to the attached potential list of projects to be selected by council	• Request FY 23 funds to be rolled over into FY 24 for 2 years of LMIG funding
24	TBD	Refer to the attached potential list of projects to be selected by council	• Council to identify eligible projects for funding with FY 23 & FY 24 funding

Georgia Department of Transportation

FY 22

LOCAL MAINTENANCE & IMPROVEMENT GRANT Program (LMIG)

STATEMENT OF FINAL PROJECT EXPENDITURES

DATE: 1.2/2024

COUNTY: – DeKalb

CITY: Clarkston

SUBMITTED BY: Tammi Saddler Jones; Interim City Manager
(Local Government Representative- Person's Printed Name)

1. LMIG EXPENDITURES: $91,600.45
(LMIG Funding Received from GDOT)

2. REQUIRED 10% or 30% MATCH: $27,480.14
(10% or 30% of LMIG Funding Received in #1)

3. TOTAL PROJECT EXPENDITURES: $ 160,710.00
(The Total Amount Spent on Project)

4. TOTAL LOCAL GOVERNMENT EXPENDITURES: $ 69,109.55
[Total Project Expenditures above minus LMIG Expenditures at the Top (#3 minus #1)]

By signature below, I hereby certify that the above expenditures are for the work completed on the attached final Project List for the FY 2022 *LMIG Program.*

Authorized Local Government Official Signature: ______________________

[Include financial documents to verify expenditures, including but not limited to invoices, contracts, checks, etc.]

For GDOT use only

PI Number: ____________

Record Audit Performed: Yes No (Circle One)

Field Inspection Completion Date: ____________

APPROVED: ______________________ Date: ____________
(DISTRICT ENGINEER SIGNATURE)