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3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021

(404) 296-6489 ♦ WWW.CLARKSTONGA.GOV

Mayor Beverly H. Burks

Councilmembers:

Debra Johnson-Vice Mayor

Jamie Carroll

Sharifa Adde

Susan Hood

Yterenickia Bell

Mark Perkins

Tammi Saddler Jones, Interim City Manager

CITY COUNCIL MEETING AGENDA

TUESDAY, JANUARY 14, 2025 - 7:00PM

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATION/ ADMINISTRATIVE BUSINESS

A. To approve the following meeting minutes:

- 11/13/2024 – Special Called City Council Meeting
- 12/03/2024 – City Council Meeting
- 12/14/2024 – Special Called City Council Meeting
- 12/18/2024 – Special Called City Council Meeting
- 12/30/2024 – Special Called City Council Meeting

4. REPORTS

- A. Municipal Court 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 the PTSD Diagnosis Benefits for all First Responders in compliance with House Bill 451 in the amount of \$1,632.00 to be funded out of the General Fund.**
- B. To approve authorizing city staff to publish notices for scheduled public hearings to opt out of House Bill 581.**
- C. To approve a resolution authorizing a contract with David Will, Attorney at Law, for Municipal Court Judge Services and to reappoint him as Judge of Municipal Court for years 2025 and 2026.**



- D. To approve a resolution authorizing the reappointment of the City Auditor, Mauldin & Jenkins for the FY 2024 Audited Financial Statement audited during FY 2025 and consider the Engagement Letter.
- E. To approve a resolution authorizing an agreement with CPL Architecture, Engineering, and Planning for professional services for an Interim Planning/Economic Development Director position in an amount not to exceed \$25,000.00 for a term of (3) three months to be funded out of the General Fund.
- F. To approve a resolution authorizing the Clarkston City Council to designate Richard Edwards as City Planner.
- G. To approve a resolution denying the ante litem claim for damages asserted by claimants Daniel Buttrum, Clareyna Clark, and Daniel Buttrum and Clareyna Clark on behalf of Danela Buttrum (a minor child).
- H. To approve a resolution authorizing a contract to the most responsive and responsible bidder, Construction 57, Inc., for the SPLOST II 2024 Pedestrian Improvement Project on Church Steet and Brockett Road in the amount of \$233,457 to be funded out of SPLOST II Fund.
- I. To approve a resolution authorizing a contract to the most responsive and responsible bidder, Magnum Paving, for the SPLOST II 2024 LMIG Street Resurfacing Project Citywide in the amount of \$1,071,903.48 to be funded out of SPLOST II Fund.

8. NEW BUSINESS

- A. To consider selecting a Vice-Mayor.
- B. To consider a resolution authorizing a contract renewal for the Use of Meeting Space Agreement with the Clarkston Community Center (Venue Rentals) in the amount of \$15,000 to be funded out of the General Fund.
- C. To consider a resolution approving the qualifying fees for the 2025 Municipal General Election in the City of Clarkston.

9. 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 14, 2025. The public may participate in the meeting in-person or by using the following information below:

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_fAYvCyPUTJSXICYC39Ndow

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

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

HELD IN-PERSON IN SAID CITY ON TUESDAY, NOVEMBER 13, 2024

On the 13th day of November 2024, at 6:00 p.m., the City Council of Clarkston, Georgia met in special session in-person in said City. Mayor Beverly Burks called the meeting to order. Vice Mayor Debra Johnson and the following members of the City Council were present: Councilmembers Yterenickia Bell; Jamie Carroll; Mark Perkins; and Susan Hood. Absent: None. The following City staff were present: None.

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

1. CALL TO ORDER

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

2. ROLL CALL

All Councilmembers were present.

3. EXECUTIVE SESSION

A. To discuss a personnel matter.

The Council discussed a personnel matter.

4. ADJOURNMENT

The meeting adjourned.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

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 3, 2024

On the 3rd day of December 2024, at 7:00 p.m., the City Council of Clarkston, Georgia met in regular session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Sharifa Adde, Yterenickia Bell; Jamie Carroll; Susan Hood; and Mark Perkins. Absent: None. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Lolita Grant (Finance Director); Christine Hudson (Police Chief); Dr. Dwight Baker (Director of Human Resources & Risk Management); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

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

1. CALL TO ORDER

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

2. ROLL CALL

Councilmember Carroll was not present during roll call.

Vice Mayor Johnson made a motion to remove Items 8B and 8C. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0). Councilmember Carroll was absent.

3. ADMINISTRATIVE BUSINESS/ PRESENTATION

A. To approve minutes the following meetings:

- 11/07/2024 – City Council Meeting
- 11/26/2024 – City Council Work Session Meeting

Vice Mayor Johnson made a motion to approve the 11/07/2024 City Council Meeting minutes and 11/26/2024 City Council Work Session minutes. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0). Councilmember Carroll was absent.

4. REPORTS

A. Communications Manager Report.

- Retonjah Burdette gave a brief report on the Communications.

Councilmember Carroll entered the meeting virtually at 7:10 p.m.

B. City Manager's Report

- The Interim City Manager, Tammi Saddler Jones gave a brief report on the bi-weekly reports from the directors, the Winter Wonderland Event, the Food Giveaway, current open positions with the city, and the I-285 transit study.

C. City Attorney's Report

- Stephen Quinn gave a brief overview of House Bill 581 and introduced the new Attorney, Laura Moore from Wilson, Morton & Downs, LLC that will be assisting Attorney, Stephen Quinn.

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 public comments: Robert Winfrey, Ken Wainwright, and Debbie Gathmann.

6. OLD BUSINESS

7. CONSENT AGENDA

- A. To adopt a resolution to add membership in a fund of Georgia Interlocal Risk Management Agency (GIRMA) for PTSD Diagnosis Benefit for First Responders in the amount of \$736.00 to be funded out of the General Fund.
- B. To approve a declaration and application proposing an adjustment to the Georgia Municipal Employees Benefit Systems, Life and Health Plan effective date for new employees at no cost to the city.
- C. To adopt a resolution approving an agreement between the City of Clarkston and A&S Paving, Inc for Drainage Improvement Project #1 at 3731 & 3737 Market Crescent Drive, Clarkston, GA 30021 and 860 Market Way, Clarkston, GA 30021 in the amount of \$177,430 to be funded out of the Storm Water Enterprise Fund.
- D. To authorize the City Engineer to submit the FY 2025 Local Maintenance Improvement Grant (LMIG) application in the amount of \$112,384.11 to the Georgia Department of Transportation; including the minimum of 30% local match to be funded out of SPLOST II, due by February 1, 2025.
- E. To approve the U.S. Department of Transportation "Safe Streets for All (SS4A)" Grant Agreement to receive a SS4A Grant for the Greater Clarkston SS4A Vision Zero Safety Action Plan.
- F. To adopt a resolution approving a renewal agreement for procurement services with Bowman Moody Enterprise, LLC for in the amount of \$21,000 for up to six months to be funded out of the General Fund.
- G. To adopt a resolution to amend the alcoholic beverage license fee schedule.

- H. To adopt an ordinance to amend Chapter 3 of the City Code to increase the annual license fees associated with various alcoholic beverage licenses.
- I. To adopt an ordinance to amend Chapter 11 of the City Code to increase the administrative fee amount required to be paid in connection with applying for or renewing a business license.
- J. To adopt an ordinance to amend Chapter 10, Article VII of the City Code to increase the annual permit fee amount associated with a hookah permit.
- K. To adopt an ordinance to amend the City's Personnel Code to specify department heads and to provide for an administrator of human resources.
- L. To approve the proposed dates for the 2025 City Council Regular Meetings and Work Sessions.

Councilmember Perkins made a motion to approve the Consent Agenda Items 7A through L. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

8. NEW BUSINESS

- A. To consider adopting a resolution amending the FY 2024 Budget.

Finance Director, Lolita Grant gave a brief overview of the FY 2024 Budget line-item amendments being proposed to adjust for projected revenues and expenditures for the General Fund and other funds.

The Council discussed the amendments with Ms. Grant responding to questions regarding the general fund balance and the format of the budget amendment.

Vice Mayor Johnson made a motion to adopt a resolution to amend the FY 2024 Budget. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

- B. To consider allocating \$7,000 from the FY 2025 adopted budget/ Community Action Budget Grant Program to the Tell Me a Story Event.

This item was removed from the agenda by motion at the beginning of the meeting.

- C. To consider allocating an additional \$5,000 from the FY 2025 adopted budget/ Community Action Budget to the Clarkston Community Center venue rentals.

This item was removed from the agenda by motion at the beginning of the meeting.

- D. To consider the proposed dates for the 2025 Mayor, Council, and Staff Retreat.

Interim City Manager, Tammi Saddler Jones stated the past two years the City held the retreat at the Georgia Municipal Association Headquarters (GMA). Staff reached out to GMA this year regarding availability of their conference room and learned GMA is now charging for their conference room.

The Council discussed possible dates to have the retreat and recommended deciding on a date using Doodle, an electronic survey.

Interim City Manager will send Council a Doodle with February and March dates for the 2025 Mayor, Council, and Staff Retreat.

9. ADJOURNMENT

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

The meeting adjourned at 8:05 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 SATURDAY, DECEMBER 14, 2024

On the 14th day of December 2024, at 1:00 p.m., the City Council of Clarkston, Georgia met in special session in-person in said City. Mayor Beverly Burks called the meeting to order. Vice Mayor Debra Johnson and the following members of the City Council were present: Councilmembers Sharifa Adde; Yterenickia Bell; Jamie Carroll; Mark Perkins; and Susan Hood. Absent: None. The following City staff were present: None.

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 1:00 p.m.

2. ROLL CALL

All Councilmembers were present.

Vice Mayor Johnson made a motion to enter Executive Session. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

3. EXECUTIVE SESSION

A. To discuss a personnel matter.

The Council discussed a personnel matter.

4. ADJOURNMENT

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

The meeting adjourned at 6:04 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 WEDNESDAY, DECEMBER 18, 2024

On the 18th day of December 2024, at 6:00 p.m., the City Council of Clarkston, Georgia met in special session in-person in said City. Mayor Beverly Burks called the meeting to order. Vice Mayor Debra Johnson and the following members of the City Council were present: Councilmembers Yterenickia Bell; Susan Hood; and Mark Perkins. Absent: Jamie Carroll. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Lolita Grant (Finance Director); Christine Hudson (Police Chief); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

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

1. CALL TO ORDER

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

2. ROLL CALL

Councilmember Adde was not present during the roll call.

3. NEW BUSINESS

- A. To adopt a resolution to fully obligate before December 31, 2024, and allocate American Rescue Plan Act (ARPA) Funds.

Interim City Manager, Tammi Saddler Jones gave a brief overview of the ARPA funds stating the City was initially received \$4,719,115 to obligate prior to December 31, 2024, and explained what obligation meant pertaining to ARPA funds. Obligating essentially means having contracts in place for many of the services. The Council will be seeing on the upcoming items are essentially services that the city is currently using ARPA funds for, and the city does not have the required professional services agreements in place to show that the city is obligating those funds.

No action was taken on this matter.

- B. To adopt a resolution awarding a contract to Claratel Behavioral Health for licensed clinician and case management services in the Police Department, for a term of two (2) years in an amount not to exceed \$86,275 annually, to be funded out of ARPA Funds, effective 12/19/2024.

Interim City Manager, Ms. Saddler Jones stated this would be a contract for a licensed clinician and case management services in the Police Department. The Council did create a resolution for a Social Worker position and that person was in that role for about four months, so that position is now vacant. In order for the city not to lose those funds, the city has to designate them through a contract.

Chief Hudson gave a brief overview of the City of Decatur, and the City of Doraville are using the same company and both cities are very pleased with the services. Chief Hudson gave a brief overview of the services that would be rendered to the city through Claratel Behavioral Health.

Councilmember Adde entered the meeting at 6:09 p.m.

The Council discussed this matter with legal advice given from the City Attorney, Stephen Quinn.

The Council discussed putting some expenses they are being planned to do under the General Fund, under the ARPA Funds for next year and then taking time to come back at some of the other issues with General Fund.

Asking for clarity, Mayor Burks stated the City did not have to do the contract before Council and staff can reallocate the funding, making it from the General Fund to the ARPA fund and the position can be put into the General Fund for 2025-2026. Finance Director, Lolita Grant stated we have to make sure that anything that is moved over from the General Fund for ARPA Funds, we have to make sure that they are put back at the end of 2026 when the funding is gone.

Councilmember Perkins made a motion to reallocate the ARPA funding for the Public Safety Social Intervention salary in the amount of \$86,275 to be covered in 2025 and 2026 for a total of \$172,550, to cover General Public Safety to be allocated at the discretion of the City Manager and the Finance Director. Councilmember Bell duly seconded the motion.

Councilmember Perkins withdrew his motion.

Councilmember Perkins made a motion to move the money allocated for the Social Worker salary and benefits to General Public Safety fund to be allocated at the discretion of the City Manager and the Finance Director. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

C. To adopt a resolution extending the contract with CHA Solutions for grant writing services for a term of two (2) years in the amount of \$50,000 annually, to be funded out of ARPA Funds, effective 12/19/2024.

Mayor Burks stated the city is already working with the company now, we are just making sure the money is allocated to the contract.

The Council briefly discussed this matter.

Interim City Manager, Ms. Saddler Jones stated she reached out to the vendor, but she did not call her back, but has expressed interest in continuing to work with the city.

Councilmember Bell made a motion to adopt a resolution extending the contract with CHA Solutions for grant writing services for a term of two (2) years in the amount of \$50,000 annually, to be funded out of ARPA Funds, effective 12/19/2024. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

- D. To adopt a resolution awarding a contract to Dekalb Pro Bono for residential legal aid assistance for a period of two (2) years, in an amount not to exceed \$35,000, to be funded out of ARPA Funds, effective 12/19/2024.

Mayor Burks stated the city is currently doing this now and it is an extension of what the city is already doing.

The Council briefly discussed this matter.

Councilmember Bell made a motion to adopt a resolution awarding a contract to Dekalb Pro Bono for residential legal aid assistance for a period of two (2) years, in an amount not to exceed \$35,000, to be funded out of ARPA Funds, effective 12/19/2024. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

- E. To adopt a resolution extending the service agreement with Clarkston Community Center to provide ESL classes to Clarkston residents until 2025, not to exceed \$55,000, to be funded out of ARPA Funds, effective 12/19/2024.

Councilmember Perkins made a statement about previously recusing himself on an item related to the Clarkston Community Center due to a potential conflict of possibly moving forward with a consulting contract with the Clarkston Community Center but decided not to pursue the contract, so he no longer had to recuse himself from this item.

The Council briefly discussed this matter.

Vice Mayor Johnson made a motion to adopt a resolution extending the service agreement with Clarkston Community Center to provide ESL classes to Clarkston residents until 2025, not to exceed \$55,000, to be funded out of ARPA Funds, effective 12/19/2024. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

- F. To adopt a resolution extending the service agreement with Amani Women's Center, for Workforce Development to Clarkston residents until 2026, not to exceed \$82,800, to be funded out of ARPA Funds, effective 12/19/2024.

Mayor Burks stated Councilmember Adde works with the Amani Women's Center and recused herself from this item.

Councilmember Adde left the meeting during this item.

The Council briefly discussed this matter.

Vice Mayor Johnson made a motion to adopt a resolution extending the service agreement with Amani Women's Center, for Workforce Development to Clarkston residents until 2026, not to exceed \$82,800, to be funded out of ARPA Funds, effective 12/19/2024. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (4-0). Councilmember Adde was absent during this vote.

Councilmember Adde entered the meeting.

- G. To adopt a resolution awarding a contract to Robert Half for clerical services for the City of Clarkston for a term of one (1) year until 2025 in an amount not to exceed \$60,000, to be funded out of ARPA Funds, effective 12/19/2024.

Interim City Manager, Ms. Saddler Jones stated this was a resolution approving a professional services agreement with Robert Half, Inc. to provide temporary clerical services for the City of Clarkston in an amount not to exceed \$60,000 annually funded through ARPA Grant until December 31, 2025, with an effective date of December 19, 2024.

The Council briefly discussed this matter.

Councilmember Perkins made a motion to reallocate the funding currently designated for Administrative staff, salaries and benefits to salaries and benefits for any currently filled position. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

- H. To discuss a resolution approving the professional services Agreement with Fresh Food Town Grocery Store to prepare the food boxes for the City of Clarkston's food giveaway events in an amount not to exceed \$136,023 funded through ARPA Grant, until December 31, 2025 with an effective date of December 19, 2024.

The Council briefly discussed this matter.

Vice Mayor Johnson made a motion to discuss a resolution approving the professional services Agreement with Fresh Food Town Grocery Store to prepare the food boxes for the City of Clarkston's food giveaway events in an amount not to exceed \$136,023 funded through ARPA Grant, until December 31, 2025 with an effective date of December 19, 2024. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

- I. To consider for approval using ARPA funds toward the contract cost with VC3 to purchase computers and servers in an amount not to exceed \$80,000, funded through ARPA Grant until December 31, 2025, with an effective date of December 19, 2024.

Interim City Manager, Ms. Saddler Jones stated this particular item is one that was originally included on the ARPA funded list, and it is allocated at \$80,000 and therefore we are requesting

that the council allow us to use those funds to purchase new computers and servers. Right now, we would have to do a contract with VC3, and although they are doing our IT services for us because we currently don't have an in house, IT professional on staff. This would allow us to purchase those much-needed computers and servers, particularly as we go into the new building.

The Council briefly discussed this matter.

Councilmember Perkins made a motion to approve using ARPA funds toward the contract cost with VC3 to purchase computers and servers in an amount not to exceed \$80,000, funded through ARPA Grant until December 31, 2025, with an effective date of December 19, 2024. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

- J. To consider for approval using ARPA funds toward the contract cost with Paryani Construction, Inc., a Georgia Statewide Contract Number 99999-SPD-520200901-0020 and the Gordian Construction Contract Number GA-A07-040820-PAR under the Sourcewell Contract Number, for the construction work to renovate some areas within the building located at 736 Park North for Use as City Administrative Space for a term of six months in an amount not to exceed \$15,000.

Interim City Manager, Ms. Saddler Jones stated the council has already approved a contract with Paryani Construction back in June. The Council approved a contract amount of \$480,000 for construction at 736 Park North. Paryani Construction provided us with a cost estimate to begin the construction in the amount of \$489,000. The construction cost came back at \$532,000 and Paryani Construction was informed that the budget amount of \$480,000. Paryani Construction has since come back with an amount of \$489,000. Paryani Construction is doing their value engineering.

Staff is requesting to use \$15,000 of the ARPA funds out of the Public Works line item, other purchase services, office building. It has \$135,000 in that line item. This particular amount was included when this budget was prepared for the ARPA projects. Staff is requesting to use \$15,000 out of this ARPA funding that needs to be allocated before December 31st, to go towards the overage that we currently have concerning the \$489,000.

Councilmember Bell made a motion to approval using ARPA funds toward the contract cost with Paryani Construction, Inc., a Georgia Statewide Contract Number 99999-SPD-520200901-0020 and the Gordian Construction Contract Number GA-A07-040820-PAR under the Sourcewell Contract Number, for the construction work to renovate some areas within the building located at 736 Park North for Use as City Administrative Space for a term of six months in an amount not to exceed \$15,000.

The Council briefly discussed this matter.

Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the motion failed (2-3). Vice Mayor Johnson and Councilmember Adde and Hood voted “no”.

The Council briefly discussed the undesignated ARPA Funds in the amount of \$15,000.

Councilmember Perkins made a motion to reallocate funding currently allocated to Public Works, other purchase services, office building, and to the General Public Works funds to be determined by the City Manager and Finance Director. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

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

4. EXECUTIVE SESSION

A. To discuss a personnel matter.

The Council discussed a personnel matter.

5. ADJOURNMENT

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

The meeting adjourned at 10:08 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 AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON MONDAY, DECEMBER 30, 2024

On the 30th day of December 2024, at 6:00 p.m., the City Council of Clarkston, Georgia met in special session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Sharifa Adde, Yterenickia Bell; Jamie Carroll (virtual); Susan Hood; and Mark Perkins. Absent: None. The following City staff were present: Tammi Saddler Jones (Interim City Manager-virtual); Lolita Grant (Finance Director-virtual); Christine Hudson (Police Chief); Richard Edwards (Interim 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

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

2. ROLL CALL

Councilmember Adde was not present during roll call.

Vice Mayor Johnson made a motion to add “Public Comments” to the agenda. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0). Councilmember Carroll was absent.

Councilmember Adde entered the meeting at 6:04 p.m.

3. PUBLIC COMMENTS

Dean Moore and Brian Medford presented comments.

4. NEW BUSINESS

A. To approve a resolution for an Intergovernmental Agreement between the City of Clarkston and the Clarkston Downtown Development Authority in the amount of \$50,000 to be allocated out of American Rescue Plan Act (ARPA) Funding.

City Attorney, Stephen Quinn presented an overview of the latest treasury rule of a \$10 million standard deduction of local government spending American Rescue Plan Act (ARPA) Funds.

John Gagne presented comments on behalf of the Downtown Development Authority (DDA) regarding the need for funds.

Interim Planning and Economic Development Director, Richard Edwards spoke to what the funding could be used for being that the DDA was newly established.

Finance Director, Lolita Grant provided clarification of the ARPA allocated funds and where the funds will come from.

Interim City Manager, Ms. Saddler Jones stated the funds from the Grant Writer contract, CHA Solutions, could be removed and reallocated due to the company not being able to provide services.

The Council discussed this matter.

Councilmember Carroll recommended allocating \$100,000 of ARPA Funds to the General Fund and allow the DDA time to figure out what they need before allocating funds to the organization.

The Council briefly discussed finding a consultant for the DDA.

Vice Mayor Johnson made a motion to reallocate \$100,000, moving \$50,000 to the DDA and \$50,000 to the General Fund, salaries line item.

The Council discussed this motion and Vice Mayor Johnson rescinded her motion.

Vice Mayor Johnson made a motion to move \$100,000 from the ARPA Grant Administrator line item and approve the IGA with the DDA, moving \$50,000 to the DDA and \$50,000 to reallocate back to the General Fund for 2025. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (4-2). Councilmembers Perkins and Carroll voted “no”.

Councilmember Bell also recommended language revision in the agreement under Section 1A adding “upon finding a consultant” at the end of the language and under Section 1C removing “by December 31, 2025,” and adding “quarterly”.

Vice Mayor Johnson made a motion to enter Executive Session. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

5. EXECUTIVE SESSION

A. To discuss a personnel matter:

The Council discussed a personnel matter.

6. ADJOURNMENT

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

The meeting adjourned.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor



CITY OF CLARKSTON

ITEM NO: 7A

CITY COUNCIL MEETING

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: January 14, 2025

SUBJECT: To approve the PTSD Diagnosis Benefits for all First Responders in compliance with House Bill 451 in the amount of \$1,632.00 to be funded out of the General Fund.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
PAGES:

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

PURPOSE:

To approve the proposed PTSD Diagnosis Benefit for all First Responders. This benefit is designed to provide financial support for mental health challenges encountered in the line of duty.

The estimated annual premium for all First Responders is \$736, to be paid from the General Fund Account 100-3200-30 (Police Employee Benefits – 512100).

While the City Council has already approved the Lump Sum PTSD Diagnosis Benefits at \$736 annually, compliance with HB451 requires the City to elect the PTSD Disability Limit for all First Responders, which is set at \$1,632 annually.

To address this discrepancy and ensure compliance with the law, an agenda item will be prepared for discussion during the next Workshop Session. This will provide an opportunity to review the matter and align our actions with the requirements of HB451.

NEED/IMPACT:

This benefit addresses the critical need to support First Responders diagnosed with PTSD by offering a lump-sum financial benefit. It recognizes the mental health risks associated with emergency response roles and reinforces the City's commitment to the well-being of its personnel.

Implementing this benefit will:

- Align the City with statewide standards.
- Strengthen resources available for supporting First Responders' mental health and recovery.
- Demonstrate the City's proactive approach to addressing mental health challenges in public safety roles.

RECOMMENDATION:

Approve the PTSD Diagnosis Benefit proposal as presented.

Proposal Details:

1. Component 1: Lump Sum PTSD Diagnosis Benefit for All First Responders
 - Lifetime Benefit per First Responder: \$3,000 (Mandated Limit)
 - Estimated Annual Premium for All First Responders: \$736.00
 - Funding Source: General Fund Account 100-3200-30 (Police Employee Benefits – 512100)

This proposal is offered through the GMA - GIRMA Georgia First Responder PTSD Program and includes a requested coverage effective date of January 1, 2025.

Approving this benefit ensures that First Responders receive timely financial support if diagnosed with PTSD, reflecting the City's commitment to their mental health and recovery.

Resolution No. 2024-049

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

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

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

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

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

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

Adopted this December 2nd day of 20 24 [Name of Public Entity] City of Clarkston

By:

Beverly H Burks Beverly H Burks, Mayor

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

Attest:

Imika R. Mitchell, City Clerk

[Print Name of Person Authorized to Attest, Title]

APPENDIX A

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

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

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

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

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

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

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

Who Does What?

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

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

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

Employer Obligations:

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

Benefits Exempt from Income Tax:

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

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

Information Privacy and Security:

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

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

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

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

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

On behalf of the City of Clarkston [Name of Participating Employer], DeKalb
County, Georgia, I submit this Application and Participation Agreement and agree to its terms.

Signature:

Date:

Print Name:

Title:



GMA - GIRMA Georgia First Responder PTSD Program Proposal for Coverage

Effective Date: January 1, 2025

Anniversary Date: January 1

Member: City of Clarkston

Member Number: 0000049

Insurer: Metropolitan Life Insurance Company (MetLife)

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

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

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

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

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

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

Estimated Annual Premium for Components 1 & 2:		\$2,368.00
Lump Sum PTSD Diagnosis Benefit and PTSD Disability Benefit		

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

11/4/2024



Optional Limits for Consideration:

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

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

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

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

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

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

City Name: _____

Name of Authorized City Employee: _____

Title of Authorized City Employee: _____

Signature of Authorized City Employee: _____

Date: _____

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

11/4/2024

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: January 14, 2025

SUBJECT: To approve authorizing city staff to publish notices for scheduled public hearings to opt out of HB 581

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 authorizing city staff to publish notices for scheduled public hearings to opt out of HB 581

NEED/ IMPACT: House Bill 581 was passed by the Georgia General Assembly during the 2024 legislative session and was signed into law by Governor Kemp on April 18, 2024.

HB 581 provides for several extremely significant changes impacting local government revenue. Cities must understand these changes and be prepared to make critical decisions in the coming months that will have lasting impacts. This agenda summary sheet is an overview of the key provisions of bill and considerations local governments must have in mind.

November 2024 Ballot Question and Effective Date

The constitutional amendment (proposed by HR 1022) that allows for the implementation of HB 581 was approved in a statewide referendum by voters on November 5, 2024. This constitutional amendment provides the authority for the statewide floating homestead exemption provided for in HB 581. Because the constitutional amendment was approved, **all of HB 581 will become effective January 1, 2025.**

Statewide Floating Homestead Exemption

HB 581 provides significant changes to local property tax by implementing a statewide floating homestead exemption (also referred to as a base year or adjusted base year homestead exemption). While technically this operates as a homestead exemption, it effectively limits annual increases in the assessed value of homestead property to an annual rate of inflation. This limitation would apply to properties that qualify for a homestead exemption and would apply for city, county, and school board property taxes. As long as the same homeowner lives in the property, the annual increase in assessed value is limited, but the value is reset to fair market price when the home is sold.

This new exemption will apply to local government property taxes unless each specific local government “opts out” of the exemption. A local government choosing to opt out must do so by March 1, 2025, and must follow the specific procedure in HB 581. This will be the only opportunity to opt out of the exemption.

New Local Option Sales Tax

Also included in HB 581 is the creation of a new local option sales tax that may be levied countywide and shared among the county and cities for the purpose of property tax relief. This new local option sales tax is

available only if the county and all cities within the county have in place a freeze or a floating homestead exemption (this can either be the statewide exemption in HB 581 or a similar exemption already in place or subsequently approved). The revenue from the sales tax will be split among only the county and cities based upon an intergovernmental agreement. Voters within the county must approve the sales tax through a separate referendum prior to the sales tax being levied, and this sales tax must be reauthorized every five years by local act of the legislature and subsequent referendum.

RECOMMENDATION: Staff recommends the City of Clarkston opt-out of HB 581.



IRVIN J. JOHNSON

Tax Commissioner
DeKalb County, GA

December 06, 2024

Nicole M. Golden, Chief Deputy Tax Commissioner

Reminder from the Tax Commissioner's Office House Bill 581 Due Dates are Right Around the Corner

Dear Taxing Authority,

This is a special reminder regarding the upcoming deadlines related to House Bill 581. Please be aware of the following important due dates and ensure compliance with the guidelines if your taxing authority intends to opt out of the “statewide adjusted base year ad valorem homestead exemption.”

Key Opt Out Deadlines for House Bill 581:

- **January 1st:** Any taxing authority that wishes to opt out of the statewide adjusted base year exemption may begin the appropriate steps to do so.
- **March 1st:** Deadline to file the resolution to opt out with the Secretary of State.

Key Opt Out Guidelines for House Bill 581:

- Authorities must hold at least three public hearings with one of the three being between 6:00pm and 7:00pm on a business weekday.
- Authorities must advertise at least once their intent to opt out in a physical newspaper circulated throughout their district and post such advertisements on their website. The required verbiage is contained within the house bill. In addition to the specified verbiage, authorities may include reasons or explanations for its intention to opt out.
- The advertisement must appear in the newspaper at least one week prior to each hearing, be not less than 30 square inches, and not placed in the legal section of the newspaper.
- The advertisement must be posted on the authority's website at least one week prior to each hearing.
- A Press Release must be provided to the local media at the same time the first advertisement appears in a newspaper.
- A resolution must be adopted after the three hearings by the authority and filed with the Secretary of State by March 1st of 2025.

Failure to meet these requirements will revoke the authority's ability to opt out. Only after the procedures and hearings are completed and the signed resolution is filed with the Secretary of State shall the resolution become effective.

Additional material about further deadlines and information will be sent out as we learn more about how this will be implemented. If you need any further information from this office regarding your homestead numbers, etc. please do not hesitate to contact my office.

Sincerely,

A handwritten signature in black ink, appearing to read "Irvin J. Johnson". The signature is fluid and cursive, with the first name "Irvin" and last name "Johnson" clearly distinguishable.

Irvin J. Johnson
DeKalb County Tax Commissioner

INTENT TO OPT OUT OF HOMESTEAD EXEMPTION

The (name of governing authority) intends to opt out of the statewide adjusted base year ad valorem homestead exemption for (name of the political subdivision).

All concerned citizens are invited to the public hearing on this matter to be held at (place of meeting) on (date and time).

Times and places of additional public hearings on this matter are at (place of meeting) on (date and time).

OPTIONAL – The (name of governing authority) is considering opting out of the statewide adjusted base year ad valorem homestead exemption because [insert reason(s) or explanation(s) for the opt out].

CITY OF CLARKSTON

ITEM NO: 7C

CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: January 14, 2025

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

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. The proposed compensation for this contract is \$2,400 per month. This appointment will be for a 2-year term.

RECOMMENDATION: N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA, APPROVING A CONTRACT WITH DAVID WILL, ATTORNEY AT LAW, FOR MUNICIPAL COURT JUDGE SERVICES AND REAPPOINTING HIM AS JUDGE OF MUNICIPAL COURT FOR YEARS 2025 AND 2026.

* * * * *

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

Section 1. That the City Council hereby approves the contract and reappointment of Municipal Court Judge, David Will, Attorney at law, to serve as Judge and preside over the Clarkston Municipal Court for years 2025 and 2026 in an amount of \$2,400 per month. A copy of said contract is attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of January 2025.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

**STATE OF GEORGIA
COUNTY OF DEKALB**

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

This Agreement is made and entered into this ____ day of _____, 20____, between the CITY OF CLARKSTON ("City"), a municipal corporation, and David C. Will, Attorney at Law ("Contractor").

WITNESSETH:

WHEREAS, the City desires the services of David C. Will as Municipal Court 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 Court 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. Duties. 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 tempore judges, and annual reviews of the financial condition of the municipal court system.
 - b. Preside over criminal cases, traffic cases, parking cases, municipal ordinance cases, 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 relates to the 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. Independent Contractor. 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 safely and except that the Contractor agrees to carry out his duties in a timely, consistent, and impartial manner. If any employee or agent of the Contractor is tasked to assist with the duties of the Contractor under this agreement such employee/agent shall remain solely employee/agent of the Contractor. The Contractor agrees to comply with Title 34, Chapter 9 and all other applicable laws as to such persons.
- 3. Pro Tempore Services. While it is agreed that David C. Will shall personally serve as Municipal Court 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 tempore Municipal Court Judges. It is understood that it is in the interest of both parties to maintain an active pool of pro tempore judges so that the work for the Municipal Court will not be interrupted when the Contractor must be absent from that position. Therefore:
 - a. On or before the 1st of January of each and every year this contract remains in effect, the Contractor shall submit to the City Council the names of those persons whom he wishes to nominate as pro tempore 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 tempore 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 the Contractor and approve or deny their appointment as pro tempore Municipal Court Judges. Any pro tempore Municipal Court 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 the Contractor pursuant to this agreement.
 - b. The Contractor shall compensate all pro tempore Municipal Court Judges at his own expense and upon such terms as he and they may agree.
 - c. The Contractor shall make a reasonable effort to maintain a pool of at least two pro tempore Municipal Court Judges and shall endeavor to rotate pro tempore services

evenly among the approved pro tempore pool so that all will be reasonably familiar with municipal court procedures should their service be necessary.

- d. The Contractor shall instruct all pro tempore Municipal Court Judges concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible.
4. Term. This Agreement shall have an initial term of two (2) years, commencing on January 1, 2025, and continuing until December 31, 2026. This Agreement may be renewed for an additional term(s) of two (2) years upon the written agreement of both parties.
5. Compensation. Effective January 1, 2025, the City shall pay Contractor Two Thousand Four Hundred Dollars (\$2,400.00) monthly. Payment shall be made on or before the last working day of each month this Agreement remains in effect.
6. Removal. The Contractor may be removed from his position as Municipal Court Judge during the term of this Agreement for the reasons and upon the procedures set forth in O.C.G.A. § 36-32-2.1.
7. Hours of Work. It is recognized that the hours devoted by the judge to 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 Court 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 Court Judge of the City of Clarkston. Should the Municipal Court 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 Court 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 Court 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 the Contractor or any pro tempore judge other than as set forth herein.

SO AGREED:

CITY OF CLARKSTON, GEORGIA

BY:

Beverly H. Burks, Mayor

DATE:

CONTRACTOR

David C. Will, Attorney at Law

SIGNATURE:

DATE:

ATTEST (sign here):

Tomika Mitchell, City Clerk

DATE:

Approved as to form:

Stephen Quinn

Stephen G. Quinn, City Attorney



CITY COUNCIL

ITEM NO: 7D

WORK SESSION/ CITY COUNCIL MEETING

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: January 14, 2025

SUBJECT: To approve the Engagement Letter and appointment of Mauldin & Jenkins as the City Auditor for the FY 2024 Audited Financial Statement audited during 2025.

DEPARTMENT: Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
PAGES:

PRESENTER CONTACT INFO: Tammi Saddler Jones
PHONE NUMBER: 404-296-6489

PURPOSE: To approve the Engagement Letter contract and appointment of Mauldin & Jenkins as City Auditor to complete the FY 2024 financial statement audit during 2025.

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, 2024, 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 FY2024. The audit work is expected to begin approximately April 1, 2025, and issuance of final audit report no later than June 30, 2025.

RECOMMENDATIONS: Staff recommends the City Council vote to approve the attached Engagement Letter (contract) for audit services for the year ended December 31, 2024, to occur in FY2025 in the amount of \$58,000.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA, AUTHORIZING THE REAPPOINTMENT OF THE CITY AUDITOR, MAULDIN & JENKINS, LLC FOR THE FY 2024 AUDITED FINANCIAL STATEMENT AUDITED DURING FY 2025.

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* * * * *

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 City Auditor. The auditor will conduct an annual audit of all financial books and records of the City for the fiscal year 2024 Audited Financial Statement audited during fiscal year 2025 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 _____ 2025.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

“Exhibit A”



December 20, 2024

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 Lolita Grant, 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, 2024.

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.
4. Budgetary comparisons for the General Fund and each Major Special Revenue Fund.

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.

Our audit of financial statements does not relieve you of your responsibilities.

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.

As an attest client, Mauldin & Jenkins, LLC cannot retain or store documents, data, or records on behalf of the City of Clarkston. This is in accordance with the ET section 1.295.143 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. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete our engagement, resulting in an increase in fees over our original estimate.

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 7, 2025 and to issue our reports no later than June 30, 2025. 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 \$58,000 for the year ended December 31, 2024. 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. A service charge of 1.5% per month (18% annually) will be added onto any balances not paid within 30 days. 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: 7E

CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: January 14, 2025

SUBJECT: To approve a resolution authorizing an agreement with CPL Services for professional services for an Interim Planning/Economic Development Director position in an amount not to exceed \$25,000 for a term of (3) three months to be funded out of the General Fund.

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 a resolution authorizing an agreement with CPL Services for professional services for an Interim Planning/Economic Development Director position in an amount not to exceed \$25,000 for a term of (3) three months to be funded out of the General Fund.

NEED/ IMPACT: Our former Planning/Economic Development Director resigned effective November 1, 2024 and she only gave a 2-week notice. Due to the short notice, the Interim City Manager contracted with CPL Services to handle the Interim Services within the department. The initial contract 2 months with CPL was within the spending authority of the city manager. However, since the Director position has not been filled yet, there is need to continue services with CPL. The Planning/Economic Development Director position is currently advertised and the intent is to fill the position with the best qualified candidate as quickly as possible. So, the full estimated 6-month term may not be needed. But, until such time, the Interim City Manager would like to keep our current CPL staff person on our staff for continuity.

RECOMMENDATION: Staff recommend approval of the agreement with CPL Services for professional services for an Interim Planning/Economic Development Director position in an amount not to exceed \$25,000 for a term of (3) three months to be funded out of the General Fund.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZING AN AGREEMENT WITH CPL ARCHITECTURE, ENGINEERING, AND PLANNING FOR PROFESSIONAL SERVICES FOR AN INTERIM PLANNING/ECONOMIC DEVELOPMENT DIRECTOR POSITION.

* * * * *

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

Section 1. That the City Council authorizes an agreement with CPL Architecture, Engineering, and Planning for professional services for an Interim Planning/Economic Development Director position in an amount not to exceed \$25,000.00 for a term of (3) three months to be funded out of the General Fund. A copy of said agreement is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of January 2025.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A



December 24, 2024

Tammi Saddler Jones
Interim City Manager
City of Clarkston, GA
1055 Rowland Street
Clarkston, GA 30021

Re: On-Call Proposal for Interim Planning Director Services

Dear Ms. Saddler Jones:

CPL Architecture, Engineering, and Planning is pleased to provide this proposal to provide interim Planning & Economic Development Director services to the City of Clarkston beginning January 1, 2025, as follows:

Scope of Work

This scope of work aims to ensure a seamless transition and maintain the effective operation of the Planning & Economic Development Department during the interim period. Rebecca Keefer, with the support of the CPL planning team, will provide the necessary leadership and expertise as the Interim Planning & Economic Development Director to uphold the department's standards while the City Administration facilitates the recruitment of a new Planning & Economic Development Director. Additional services may be rendered under this agreement at the discretion of the City.

- **Interim Leadership:**
 - Provide leadership and oversight to the Planning & Economic Development Department, ensuring all processes and functions are maintained at high standards.
 - Advise and participate in new Planning & Economic Development Director recruitment process, as desired.
 - Work closely with the Planning & Economic Development Department staff to assign tasks, provide guidance, and address any issues that arise.
- **Coordination with City Officials:**
 - Maintain close coordination with the Interim City Manager to understand the appropriate direction for the department and to align on priorities and tasks.
 - Attend Council, HPC, DDA, Planning and Zoning Commission, and other meetings, as necessary, to present updates, address concerns, and participate in discussions related to planning and development.
- **Process Planning:**
 - Meet with developers and applicants for permits to answer questions, provide guidance, and interpret existing zoning and development codes.
 - Engage with community members and stakeholders to address concerns and gather input on planning initiatives.
- **Operations Management:**
 - Manage all processes under the purview of the Planning & Economic Development Department, including permit applications, zoning compliance, and development reviews.
 - Ensure accurate documentation of all department activities and provide regular reports to the Interim City Manager.
- **On-Site Presence:**



- Richard Edwards will be on-site at City Hall approximately 18 to 20 hours per week, or as needed, to provide the required level of leadership and support.
- The CPL planning team will provide expertise and assistance as necessary to ensure efficiency and productivity in the execution of these planning services.
- **Remote Support**
 - Allocating additional time for remote services will enable our team to deliver the necessary tasks more efficiently and effectively.
 - This approach ensures that the most qualified team members handle each task while optimizing resources and expertise based on the specific requirements of each assignment.

Fee Proposal

CPL will perform the above referenced scope of work hourly as indicated in the hourly rates listed in Appendix 'B'. We estimate that the total cost for this engagement will not exceed \$25,000 for an estimated three-month period.

We will not exceed the estimated budget without authorization from the Interim City Manager. Direct expenses will be billed at cost plus 15%. Direct expenses include, but are not limited to, reproduction cost, courier service, mileage, telephone/fax cost, etc.

Additional services may be requested and rendered under this agreement beyond the estimated time period and scope of work for the interim services. Such services will be provided at the discretion of the City and charged in accordance with the rates outlined herein.

TERMS AND CONDITIONS:

This agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A" and the hourly rates listed in Appendix "B" attached hereto.

This document, together with the exhibits and/or appendices identified herein, constitutes the entire understanding between Clarkston and CPL with respect to the work to be performed by CPL for the benefit of Clarkston and may only be modified in writing signed by both parties. Please sign and return the enclosed copy of this letter if this document satisfactorily sets forth the understanding of the arrangement between Clarkston and CPL. Receipt of the signed agreement will serve as our notice to proceed. This Contract will be open for acceptance for sixty days from the date of this letter.

We look forward to working with you on this project.

Sincerely,

CPL ARCHITECTURE ENGINEERING & PLANNING

Rebecca Keefer, AICP
Associate Principal

cc: file



Approved By: _____
Print Name

Signature: _____ Date: _____

Invoice Instructions:

Add the following project identifier or Purchase Order No. _____

Send our Invoice to the following email address: _____

Reference the following physical address: _____



APPENDIX "A"

TERMS AND CONDITIONS

1. CPL Architecture, Engineering, and Planning (hereinafter CPL) shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth in the agreement. In providing services under this Agreement, CPL shall perform in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. CPL makes no warranty, express or implied, as to its professional services rendered under this Agreement. Accordingly, the Client should prepare and plan for clarifications and modifications, which may impact both the cost and schedule of the Project.

2. All documents including Drawings and Specifications prepared by CPL are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CPL; and Client shall indemnify and hold harmless CPL from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL.

3. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL.

4. The hourly rates outlined in this contract are subject to an automatic annual increase of up to 5 percent. This adjustment will take effect at the beginning of the calendar year.

5. Construction cost estimates prepared by CPL represents CPL's best judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.

6. If requested by Client or if required by the scope of services of the Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

7. Surveying will be provided as stated in the Agreement. Surveying provided on an hourly basis will be charged with a 4-hour minimum at the hourly rates in effect at the time the service is performed. Replacement of survey markers resulting from contractor disturbance or vandalism will be accomplished on an hourly basis.

8. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to CPL by Client at cost plus 15%.

9. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Statements will be based upon CPL's time of billing. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement therefore, the amounts due CPL shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, CPL may, after giving 7 days' written notice to Client, suspend services under this Agreement until CPL has been paid in full all amounts due CPL are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.

10. This Agreement may be terminated by either party upon 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is cancelled. In the event of termination, CPL shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.

11. This Agreement shall be governed by the laws of the State Georgia. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$15,000 or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds. In the event the Client does not wish to limit the Consultant's professional liability, the Consultant agrees to waive this limitation upon written notice from the Client and agreement of the Client to



pay 25% of the Consultant's total fee within five (5) calendar days after this agreement is fully executed. This additional fee is in consideration of the greater risk involved in performing work for which there is no limitation of liability.

12. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

13. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.

14. In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by CPL without obtaining CPL's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against CPL and to release CPL from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless CPL from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. The Client also agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to CPL's construction documents, including electronic files, without the prior written approval of CPL and that further requires the Contractor to indemnify both CPL and the Client from any liability or cost arising from such changes made without such proper authorization.



APPENDIX "B"
CPL HOURLY RATES

PRINCIPAL ARCHITECT/ENGINEER/PLANNER	\$210 - \$290/HR
PROJECT MANAGER	\$165 - \$210/HR
SR. STAFF ENGINEER/SR. ARCHITECT/SR. PLANNER	\$ 145 - 185/HR
STAFF ENGINEER/ARCHITECT/PLANNER	\$ 125 - 145/HR
JR. ENGINEER/JR. ARCHITECT/JR. PLANNER	\$ 85 - \$125/HR
DESIGNER/DRAFTPERSON	\$ 80 - \$95/HR
SECRETARIAL	\$ 80/HR
AUTO MILEAGE	IRS RATE+15%
MISCELLANEOUS	COST PLUS 15%

CITY OF CLARKSTON

ITEM NO: 7F

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: January 14, 2025

SUBJECT: To approve a resolution authorizing the Clarkston City Council to designate Richard Edwards as City Planner

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 a resolution authorizing the Clarkston City Council to designate Richard Edwards as City Planner.

NEED/ IMPACT: Chapter 15 of the City Code calls upon the City Council to designate a “city planner” by resolution. Since Richard Edwards is acting in this capacity, it is recommended that the City Council officially designate him as city planner. This is particularly important since Richard is a consultant and not a city employee, but he will be making official decisions for the City of Clarkston.

RECOMMENDATION: Staff recommends approval of the resolution authorizing Richard Edwards as City Planner.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON,
GEORGIA TO APPOINT RICHARD EDWARDS AS CITY PLANNER.

WHEREAS, pursuant to City Code Section 15-10, the City Council designates a qualified individual with expertise in the areas of zoning, land use, and planning as the "city planner" by resolution; and

WHEREAS, the City Council hereby finds that the City's current Interim Planning & Economic Development Director, Richard Edwards, AICP, is an individual with the required expertise to serve as city planner and desires to appoint Mr. Edwards to serve in this capacity.

NOW THEREFORE, BE IT RESOLVED that the City of Clarkston City Council does hereby appoint Richard Edwards as city planner, with such appointment to be effective immediately and to remain in effect until subsequent action by the City Council to appoint a different individual as city planner.

SO RESOLVED this _____ day of _____, 2025

CLARKSTON CITY COUNCIL

Mayor Beverly H. Burks

ATTEST:

Tomika R. Mitchell, City Clerk

CITY OF CLARKSTON

ITEM NO: 7G

CITY COUNCIL WORK SESSION/ MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: January 14, 2025

SUBJECT: To approve a resolution to deny the claim for damages asserted by claimants Daniel Buttrum, Clareyna Clark, and Daniel Buttrum and Clareyna Clark on behalf of Danela Buttrum (a minor child).

DEPARTMENT:
Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT:
Stephen Quinn, City Attorney
PHONE NUMBER: 404-296-6489

PURPOSE: To approve the ante litem claim the City received for damages from legal counsel representing Daniel Buttrum, Clareyna Clark, and Daniel Buttrum and Clareyna Clark on behalf of Danela Buttrum (a minor child) dated August 24, 2024.

NEED/ IMPACT: The city Danela Buttrum (a minor child) claim for damages pursuant to O.C.G.A. Section 36-33-5.

RECOMMENDATION: The city attorney is hereby directed to communicate with Daniel Buttrum, Clareyna Clark, and Daniel Buttrum and Clareyna Clark on behalf of Danela Buttrum (a minor child) legal counsel to inform him of this denial of his claim.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF CLARKSTON TO DENY THE CLAIM FOR DAMAGES ASSERTED BY CLAIMANTS DANIEL BUTTRUM, CLAREYNA CLARK AND DANELA BUTTRUM (A MINOR).

WHEREAS, the City of Clarkston received an ante litem notice of claim for damages from legal counsel representing Daniel Buttrum, Clareyna Clark, and Daniel Buttrum and Clareyna Clark on behalf of Danela Buttrum (a minor) (collectively “Claimants”) dated August 20, 2024; and

WHEREAS, Claimants allege that they were injured in an auto accident on June 18, 2024 and that a Clarkston PD patrol vehicle pursued the vehicle that collided with Claimants’ vehicle causing the accident; and

WHEREAS, the City has investigated the allegations referenced by the Claimants in their ante litem notice of claim and has determined that the accident occurred outside of the City of Clarkston and that Clarkston PD was not in pursuit of any vehicle involved in the accident at the time that it occurred.

NOW, THEREFORE, BE IT RESOLVED by the Clarkston City Council that the City of Clarkston hereby formally denies Claimants’ claims for damages pursuant to O.C.G.A. Section 36-33-5.

BE IT FURTHER RESOLVED that the city attorney is hereby directed to communicate with Claimants’ legal counsel to inform him of this denial.

SO RESOLVED, this _____ day of January, 2025.

CLARKSTON CITY COUNCIL

BEVERLY H. BURKS, Mayor

ATTEST:

Tomika Mitchell
City Clerk



C. Jeffrey Kaufman
Michael G. Kaufman
Kenneth P. Raley, III
Mark L. Stuckey
Marvin L. Price

KAUFMAN LAW, P.C.
12 Beck St NW, Atlanta, GA 30311
P: (404) 355-4000
F: (404) 350-0909
kaufmanlawatlanta.com
info@kaufmanlawfirm.com

August 20, 2024

To Clarkston Police Department

VIA CERTIFIED MAIL

#9407 1112 0621 1829 3391 59

Clarkston Police Department
3921 Church St.
Clarkston, GA 30021

VIA CERTIFIED MAIL

#9407 1112 0621 1829 3651 10

City Clerk
Tomika Mitchell
1055 Rowland St.
Clarkston, GA 30021

AND VIA EMAIL:

tmitchell@cityofclarkston.com

VIA CERTIFIED MAIL

#9407 1112 0621 1829 2730 02

Chairman Chuck McFarland
1055 Rowland St.
Clarkston, GA 30021

VIA CERTIFIED MAIL

#9407 1112 0621 1829 3902 28

Chief of Police
Christine Hudson
1055 Rowland St.
Clarkston, GA 30021

VIA CERTIFIED MAIL

#9407 1112 0621 1829 2367 00

Lieutenant Patrol Commander
Richard Pope
1055 Rowland St.
Clarkston, GA 30021

AND VIA EMAIL: rpope@cityofclarkston.com

VIA CERTIFIED MAIL

#9407 1112 0621 1829 2255 37

Vice Chairman Felicia Weinert
1055 Rowland St.
Clarkston, GA 30021

RE: Ante Litem Notice to Clarkston Police Department

Claimants:	Daniel Buttrum, Clareyna Clark, and Daniel Buttrum and Clareyna Clark on behalf of Danela Buttrum, a minor
Date of Loss:	June 18, 2024
Location:	Hambrick Road Stone Mountain, Georgia

To Whom It May Concern:

This firm represents Daniel Buttrum, Clareyna Clark, and Daniel Buttrum and Clareyna Clark on behalf of Danela Buttrum, a minor, for all claims about the injuries and damages they suffered in a motor vehicle collision resulting from high speed chase by Clarkston Police Department. I have attached a copy of the police report filed by DeKalb County Police Department .

This notice is presented to Clarkston Police Department pursuant to O.C.G.A. § 36-11-1 and O.C.G.A. § 50-21-26. In accordance with O.C.G.A. § 36-11-1 and O.C.G.A. § 50-21-26, this Notice of Claim is being presented to Clarkston Police Department, which are government entities that the above-referenced claimants assert are responsible, jointly, or concurrently with the acts and omissions of others, for the bodily injury and damages from which they suffered and continue to suffer after the accident. Consistent with O.C.G.A. § 36-11-1 and O.C.G.A. § 50-21-26, the following information is provided to the extent of the claimant's knowledge and belief:

- (A) The names of the governmental entities for which the acts or omissions are asserted: Clarkston Police Department; Mr. Buttrum, Ms. Clark, and their minor child Danela Buttrum are making claims for general personal injuries related to this accident allowed under Georgia law.
- (B) The time of the transaction or occurrence out of which the loss arose: The incident occurred on June 18, 2024, at approximately 8:35 pm;
- (C) The place of the transaction or occurrence: The incident occurred at Hambrick Road in Stone Mountain, Georgia.
- (D) The nature of the loss suffered: Mr. Buttrum, Ms. Clark, and their minor child, Danela Buttrum were injured when Clarkston Police Department was involved in a high speed chase with another vehicle that was fleeing when they suddenly struck our clients in the rear driver side.

As a result, Mr. Buttrum, Ms. Clark, and their minor child, Danela Buttrum suffered physical and emotional injuries from this accident. The acts and omissions of Clarkston Police Department resulted in injuries to Daniel Buttrum, Clareyna Clark, and minor Danela Buttrum. Mr. Buttrum currently suffers from back, and right forearm pain. Ms. Clark is currently suffering from back and neck pain. Their child, Danela Buttrum had a knot in her forehead from the accident and is experiencing stiffness and soreness.

- (E) The amount of the losses claimed: Mr. Buttrum, Ms. Clark, and their minor child, Danela intend to assert claims for damages for bodily injuries, expenses, and pain and suffering for each of them as follows:

Daniel Buttrum, individually, seeks fair and just compensation for his damages of **exactly** \$500,000.00

Clareyna Clark, seeks just and fair compensation for her damages of **exactly** \$500,000.00 and Danela Buttrum, a minor seeks just and fair compensation for her damages of **exactly** \$500,000.00;

- (F) The acts and/or omissions of the governmental entities: At this time, Mr. Buttrum, Ms. Clark, and their minor child, Danela allege that Clayton County Police Department failed to ensure public safety while involved in a high speed and reckless chase.

Pursuant to O.C.G.A. § 36-11-1 and O.C.G.A. § 50-21-26, this notice of claim is being sent within twelve (12) months of the happening of the event upon which the claims against the governmental entities are predicated. Mr. Buttrum and Ms. Clark is hereby presenting their claims and their daughters' claims, in writing, to the governing entities for adjustment.

Please direct all future correspondence to this office and contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Michael Kaufman". The signature is written in a cursive, flowing style.

Michael Kaufman
Attorney



CITY OF CLARKSTON

ITEM NO: 7H

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Approval

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: January 14, 2025

SUBJECT: To approve a resolution authorizing a contract to the most responsive and responsible bidder, Construction 57, Inc., for the SPLOST II 2024 Pedestrian Improvement Project on Church Steet and Brockett Road in the amount of \$233,457 to be funded out of SPLOST II Fund.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages: TBD

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

PURPOSE: Present to City Council the low bid in the amount of \$233,457.00, as submitted by Construction 57, Inc., to reconstruct and upgrade sidewalks and associated ADA ramps, construct concrete driveway aprons and incorporate streetscape amenities on Church St. and Brockett Road as specified in the SPLOST II 2024 Pedestrian Improvement Project Invitation-to-Bid package.

NEED/ IMPACT: Council previously approved SPLOST II funding for the 2024 Pedestrian Improvement Projects

RECOMMENDATION: Construction 57, Inc. has performed numerous projects in the City over the past 10 years. Work completed by Construction 57, Inc. has met or exceeded contract requirements.

Staff prepared an engineering estimate of \$250,000 in the summer of 2024 for SPLOST II budget purposes. The submitted bid was 7% under the staff engineering estimate.

The sidewalk upgrades and streetscape amenities project limits are attached herein.

If approved by Council, the following subsequent steps will occur:

- Procurement will obtain signatures on the contract for execution
- Construction 57, Inc. will obtain Payment & Performance bonds
- Staff will schedule a pre-construction meeting on-site, issue a NTP in early January and weather permitting, begin in January.
- Staff included stipulations in the contract for the contractor to notify residents/businesses a minimum of 48 hours in advance of work commencing where the improvements are to take place. Contractor is also responsible for the installation of sales tax signage at the beginning & end of each road. Clarkston Communications will be providing the verbage to be used on the signage. Contractor responsible for fabrication and installation costs
- Weather permitting, all work should be accomplished within 60 days
- City will require an invoice from the contractor before the end of January for inclusion with the 2025 LMIG application due by February 1st, 2025. Sidewalks were included in the 2024 LMIG application.

RESOLUTION NO. 2023-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZES A CONTRACT TO THE MOST RESPONSIVE AND RESPONSIBLE BIDDER, CONSTRUCTION 57, INC., FOR THE SPLOST II 2024 PEDESTRIAN IMPROVEMENT PROJECT ON CHURCH STEET AND BROCKETT ROAD.

* * * * *

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

Section 1. That the City Council authorizes a contract to the most responsive and responsible bidder, Construction 57, Inc., for the SPLOST II 2024 Pedestrian Improvement Project on Church Steet and Brockett Road to reconstruct and upgrade sidewalks and associated ADA ramps, construct concrete driveway aprons and incorporate streetscape amenities on Church St. and Brockett Road in the amount of \$233,457 to be funded out of SPLOST II Fund. A copy of said contract is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of January 2025.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A



ADVERTISEMENT for CONSTRUCTION SERVICE

ITB - PEDESTRIAN IMPROVEMENT PROJECTS - 122324

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

There will be an optional pre-proposal meeting held for interested people, firms, or companies at City Hall | 3921 Church St | Clarkston, GA | 30021.

Proposals will be received no later than Monday, December 23, 2024, at 9:30 am (EST). Proposals received after the above date and time or in any other location will not be considered.

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

Timeline

(Optional) Pre-Proposal Meeting	Dec. 3, 2024	10:00 am (EST)
Question, Answer and Clarification Deadline (Submit using BidNet Question & Answers portal - ONLY)	Dec. 17, 2024	12:00 pm (EST)
All/Any Addendum(s) published to City's website no later than	Dec. 20, 2024	4:00 pm (EST)
BidNet Direct Received Proposals Opened	Dec. 23, 2024	9:45 am (EST)

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

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

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

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

In-person, fax, email or late proposals will not be recognized.



BID INFORMATION

SCOPE OF WORK

PURPOSE

The City of Clarkston (City) is accepting sealed proposals from qualified experienced companies interested in providing construction services to complete streetscaping projects at two (2) locations within the City. The purpose of this ITB is to identify and select one (1) or two (2) vendors to complete both projects outlined below.

There will be an optional pre-proposal meeting held for interested people, firms, or companies at City Hall | 3921 Church St | Clarkston, GA | 30021.

The project locations are:

1. Project #1 – Brockett Road from Gina Drive to Hwy 78 eastbound “on-off ramps”
2. Project #2 – 3913 Church Street (Clarkston Women’s Club) to Market Street

SCOPE of WORK

The Contractor will require the Offeror to provide all labor, administrative forces, equipment, materials, and other incidental items to complete all required work. The Contractor will undertake demolition of existing sidewalks, driveways, sidewalk pedestrian ramps including construction of new sidewalks and ADA ramps, resetting granite header curb, concrete driveway aprons, porous concrete, tree protection and maintenance, crosswalk striping, grinding sidewalk joints, new street signs, grading and all related materials associated with the Pedestrian Improvement Projects.

The Contractor shall promptly commence the work with adequate force and equipment within five (5) calendar days from receipt of Notice to Proceed or as may be specified by Special Provision. All work shall be completed within 60 calendar days prior to the Notice to Proceed (NTP).

The City will prepare a punch list within five (5) days after the Contractor notifies the project is complete for the City to perform a final inspection, with the Contractor(s).

CONTRACTOR REQUIREMENTS

The (Prime) contractor shall:

- A. GDOT pre-qualified
- B. Perform a minimum of 60% of work outlined
- C. Be responsible for the cost of setting their own grades to ensure construction fits existing field conditions.

- D. Furnish and maintain all necessary barricades around the work and provide protection against water damage and erosion.
- E. Furnish sufficient lights, signs and traffic control methods shall be installed for the protection and safety of the public and maintained as necessary throughout the duration of the construction project. All signage and traffic control shall conform to the 2010 Manual of Uniform Traffic Control Devices (MUTCD).
- F. Contact City Project Manager/Engineer to field verify any new construction items prior to placement.
- G. Contact 811 to identify underground utilities prior to work commencement.
- H. Notify, coordinate, and adjust all water utility infrastructure in accordance with DeKalb County Watershed per their requirements.
- I. Be responsible for coordinating with a materials testing agency for concrete materials testing at their own expense. The City will not be responsible for the costs associated with this testing.

SPECIFICATIONS & REQUIREMENTS

- A. Traffic & pedestrian control shall be performed in accordance with the MUTCD. A traffic control plan shall be provided to the City Project Manager/Engineer for approval one (1) week prior to work commencement. This includes a pedestrian access plan for sidewalk closures.
- B. This project requires that pedestrian access on Church Street and Brockett Road be available within the project limits during the entire project duration. Traffic and pedestrian control plans submitted to the City Project Manager/Engineer shall reflect an implementation plan to ensure this is adhered to.
- C. High Early Strength concrete shall be used for all sidewalk work.
- D. Sidewalks shall not be available for at least six (6) hours after placement or until which time the concrete has “set” to allow pedestrian use without damage to the surface of the recent concrete pour.
- E. All driveway concrete shall be Type III High Early Strength with fiber reinforcement with a minimum compressive strength of 3500 psi after 28 days is required.
- F. At no time during the project construction shall any pedestrian path within the project limits not be a hard surface at the conclusion of each workday. Any concrete sidewalk removed and unable to be poured the same day must be available for pedestrian access. Use of plywood, stone, etc. in addition, ADA accessible must be utilized whenever a concrete surface is unavailable.
- G. Grading Complete (Lump Sum shall include the following tasks and mobilization):
 - a. Demolition and haul-off of all existing sidewalks, concrete driveways, curb and gutter and existing asphalt.
 - b. Saw cut existing asphalt driveway (3921 Church Street) to ensure a smooth joint between the asphalt parking lot pavement and new concrete pavement.
 - c. Saw cut asphalt pavement on Church Street to allow for granite resetting.
 - d. Saw cutting end of granite sections as necessary to meet separation of adjoining granite curb sections.
 - e. Soil backfills or existing soil materials shall be compacted with a minimum of 90% standard proctor to ensure proper sidewalk grades and cross slopes in accordance with ADA.

- f. Grind concrete at various sidewalk joints to eliminate changes in elevation where settlement has occurred.
 - i. Refer to project maps for locations.
 - ii. The approximate area of grinding is 40 SF
- H. Granite curb that abuts each new concrete apron at Church St driveways shall be tapered/cut at 45 degree angle to ensure no conflicts with driver access. These granite curb sections shall be existing granite curb City will provide granite curb as necessary.
- I. Reset granite curb shall have a 6–7-inch curb reveal. Granite sections shall abut with no greater than a 1/8-inch separation. Use of concrete saws to blade a smooth surface to achieve this maximum separation may need to occur and at no additional cost to the city.
- J. Porous concrete mix design shall be submitted to the City Project Manager/Engineer for approval. (see Attachment C)
- K. The Contractor should review and seek quotes from qualified tree service companies to adhere to the recommendations outlined in the Tree Prescription Report from Canopy Consultants. (see Attachment A) This cost should be included in your bid package.
- L. It shall be the responsibility of the Contractor to determine the estimated time for relocation and adjustment of facilities of all utility companies and to consider in his bid all such relocations and adjustments.
- M. New sidewalk elevations shall match existing elevations unless ADA requirement is not met. If ADA is not satisfied by matching existing grades, the Contractor shall notify the City Project Manager/Engineer who will provide specific guidance to the Contractor on any Scope of Work modifications.
- N. Sidewalk construction joints shall be 5 ft. OC. with construction joints of the same dimension also incorporated into the driveway re-construction.
- O. Isolation (expansion) joints shall be used where the sidewalk abuts existing structures (walls, brick pavers, concrete curb and gutter, asphalt pavement, etc.) or between a new concrete pour and a prior day concrete pour.
- P. The cost for any retesting due to deficient materials or test results not satisfying the minimum compressive strength requirements for sidewalk and driveway construction will also be borne by the Contractor. The frequency of testing will be one set of five (5) cylinders per every 100 SY of sidewalk concrete placed and one (1) set of three (3) cylinders required for each driveway apron concrete pour.
- Q. All driveway concrete aprons to be 4000 psi mix with fiber reinforcement
- R. Reinforcement (#3) bars steel shall be placed in all ADA ramps to be placed at the direction of the City Project Manager/Engineer.
- S. Footprint of street benches/waste receptacle and tree installations at the direction of the City Project Manager/Engineer.
 - a. Each slab to be 10 ft. x 10 ft. with 5 ft. construction joints on-center in transverse and longitudinal directions with wire mesh.
 - b. See Attachment B
- T. Trees should be purchased by a state-certified nursery with purchase tickets provided to the City Project Manager/Engineer. The trees are required to contain at least a one year tree warranty that will commence upon approval of the completed punch list. The tree locations will be at the direction of the City Project Manager/Engineer.
- U. The tree species shall be:
 - a. Southern Sugar Maple (*Acer floridanum*/ *Acer saccharum* ssp. *Floridanum*) -2,
 - b. Maple - Trident *Acer buergerianum* – 2;

- c. Crape myrtle Lagerstroemia indica; purple (single stem) – 4.
- d. Three (3) inch caliper trees to be balled & burlapped.

REQUIRED SITE WORK

The Contractor shall display fabricated traffic control signage at designated street locations, at the direction of the City Project Manager/Engineer, to include the following:

- A. “Clarkston Pedestrian Improvement Project for You!”
- B. 2 ft. x 2 ft. – two-sided metal or non-metal signs.
- C. Sign installations shall occur a minimum of three (3) days before work commences.
- D. All signs to be removed once the project punch list is completed.
- E. City to provide city logo and color scheme to the contractor.

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

ATTACHMENT(s)

- 1. Attachment A - Tree Prescription Report
- 2. Attachment B - Bench and waste receptacle (Exhibit R)
- 3. Attachment C - Gradations Porous Concrete Sidewalk
- 4. Attachment D - Project #1 Brockett Road Streetscape
- 5. Attachment E - Project #2 Church Street Streetscape

ADDITIONAL INFORMATION

- A. AIA Document A310 Bid Bond (5%).
 - 1. **The City does not provide this form, the bidder must include it in bid package.**
 - 2. **Surety must have a current A.M. Best rating of "A" (Excellent).**
- B. 100% Performance & Payment Bond, required from awardee(s), unless otherwise.
- C. Liquidated damages of \$250.00/day will be assessed for every consecutive calendar day for which the completion of the project is delayed beyond the 60 calendar days; except for quantifiable weather events.
- D. Utilities shown on the maps are for informational purposes only and no actual underground locations were performed. The Contractor shall investigate and draw their own conclusion(s) regarding locations, depths, sizes and types. Any damage to existing utilities shall be at the sole expense of the Contractor.
- E. Normal workdays shall be between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, 8:00 a.m. and 5:00 p.m. on Saturdays, not Sundays, or major holidays. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on Sundays or national holidays.
- F. The Contractor shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The contract awardee will need to file with the City of Clarkston projects.



Bid Open Final Tabulation

Solicitation:	ITB - PEDESTRIAN IMPROVEMENT PROJECT – 122324
Open Date:	December 17, 2024
Open Time:	9:45 am (EST)
Open Site:	City Hall Annex – BidNet Direct
Facilitator:	Willis Moody, Purchasing Consultant

	Company Name	Bid Amount (\$)	Identified Minority Class	Located within city limits	Previously worked w/CP
1	Construction 57	\$233,457.00	N	Y	Y
2	Sol Construction	\$249,319.50	Y (AABE & FBE)	N	N
3	DAF Concrete	\$253,920.00	Y (HBE)	N	N
4	R&B Developer	\$341,469.00	N	N	N
5	Vertical Earth	\$451,676.25	N	N	N
6	Tri Scapes	\$645,681.11	N	N	N

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

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

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

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



TREE PRESCRIPTION FOR: 3921 Church St, Clarkston GA

EXHIBIT

PROJECT SUMMARY

DATE	PROJECT NAME	PREPARED BY
11/6/2024	City Hall Sidewalk Repair	Alex Phillips MA-4868A
	Address: 3921 Church St Clarkston GA	

PROJECT OVERVIEW

This project is a sidewalk replacement in front of the Clarkston City Hall Building. A large 41" S Red Oak is cracking and heaving the sidewalk and a retaining wall. The curb along Church St will be repaired and lifted 6" to provide a physical barrier between cars and pedestrians. This lift will work well with the current elevation of the sidewalk and will help preserve roots growing under the sidewalk.

Winter 2024

Tree	Prescription - All work to be completed by HAND
41" S Red Oak	Sidewalk construction: Remove existing sidewalk. Shave overgrown root flair back to 4' from BOC. Pour pervious concrete on grade, NO EXCAVATION. Forms floating on grade. Where sidewalk is to be widened to five feet, scrape of duff and organic matter. Light excavation but try to keep all roots intact in these areas. Pour pervious concrete on grade as much as possible. For front walkway construction: Shift Walkway to the East 4' to avoid current root growth under the existing walkway. Where sidewalk is to be placed, scrape of duff and organic matter. Light excavation but try to keep all roots intact in these areas. Pour pervious concrete on grade as much as possible. Retaining wall to be rebuilt on grade, NO FOOTER and no excavation behind new wall location.

Continued on Page 2



Spring 2025

Tree	Prescription - All work to be completed by HAND
41" S Red Oak 36" Post Oak	Fertilize areas within 15' of the trunk of the tree with liquid injected fertilizer. 3' On Center injection frequency.
	Apply 3" mulch ring within 8' of the trunks.
	Apply pesticide bark spray for borer prevention.

Spring 2026

Tree	Prescription - All work to be completed by HAND
41" S Red Oak 36" Post Oak	Fertilize areas within 15' of the trunk of the tree with liquid injected fertilizer. 3' On Center injection frequency.
	Monitor trees for decline or other indication of stress.

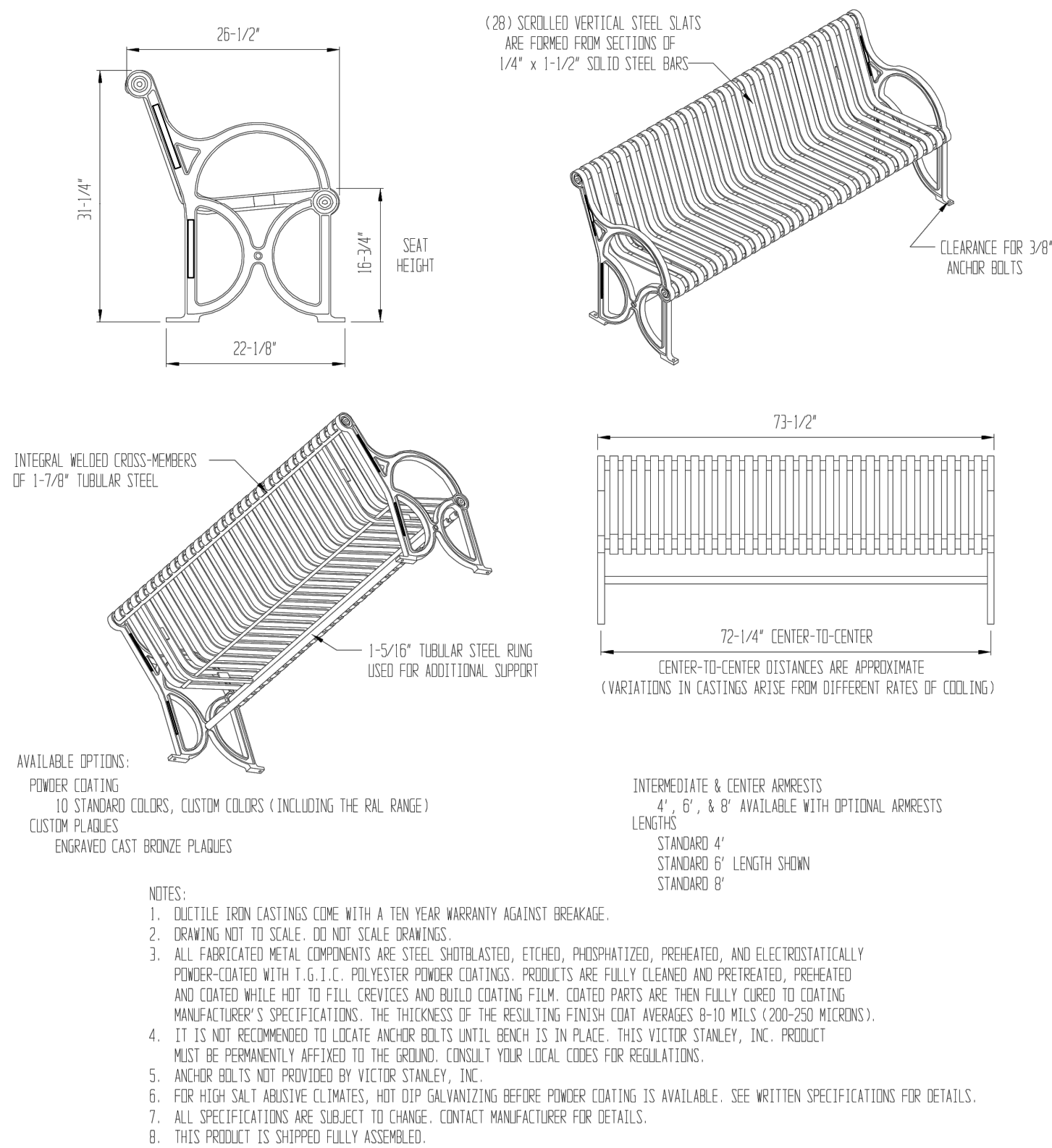


Pic 1: Location of root flare overgrowth. Shear cut here.



Pic 2: Shift walkway edge away from tree.

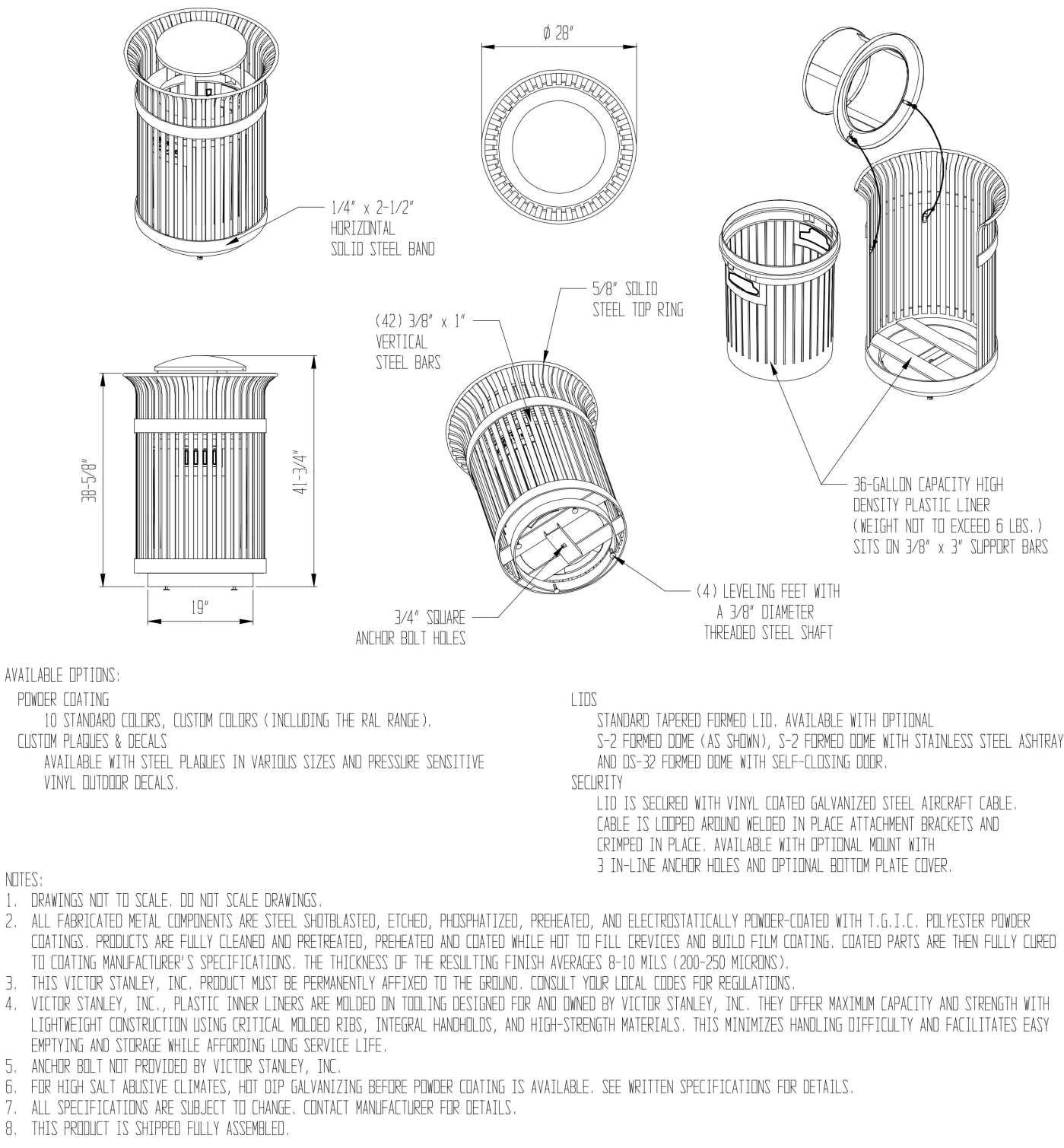
EXHIBIT R



1 **DETAIL - BENCH**
SCALE: N.T.S.

BENCH				
MANUFACTURER	MODEL #	SIZE	FINISH	COLOR
VICTOR STANLEY	CR-18	6'	STD. 8-10 MM THICK POWDER COATED	VS-BLACK
MAGLIN	MLB590	70"	STD. 8-10 MM THICK POWDER COATED	BLACK
LANDSCAPE FORMS	SCARBOROUGH	72"	STD. 8-10 MM THICK POWDER COATED	BLACK

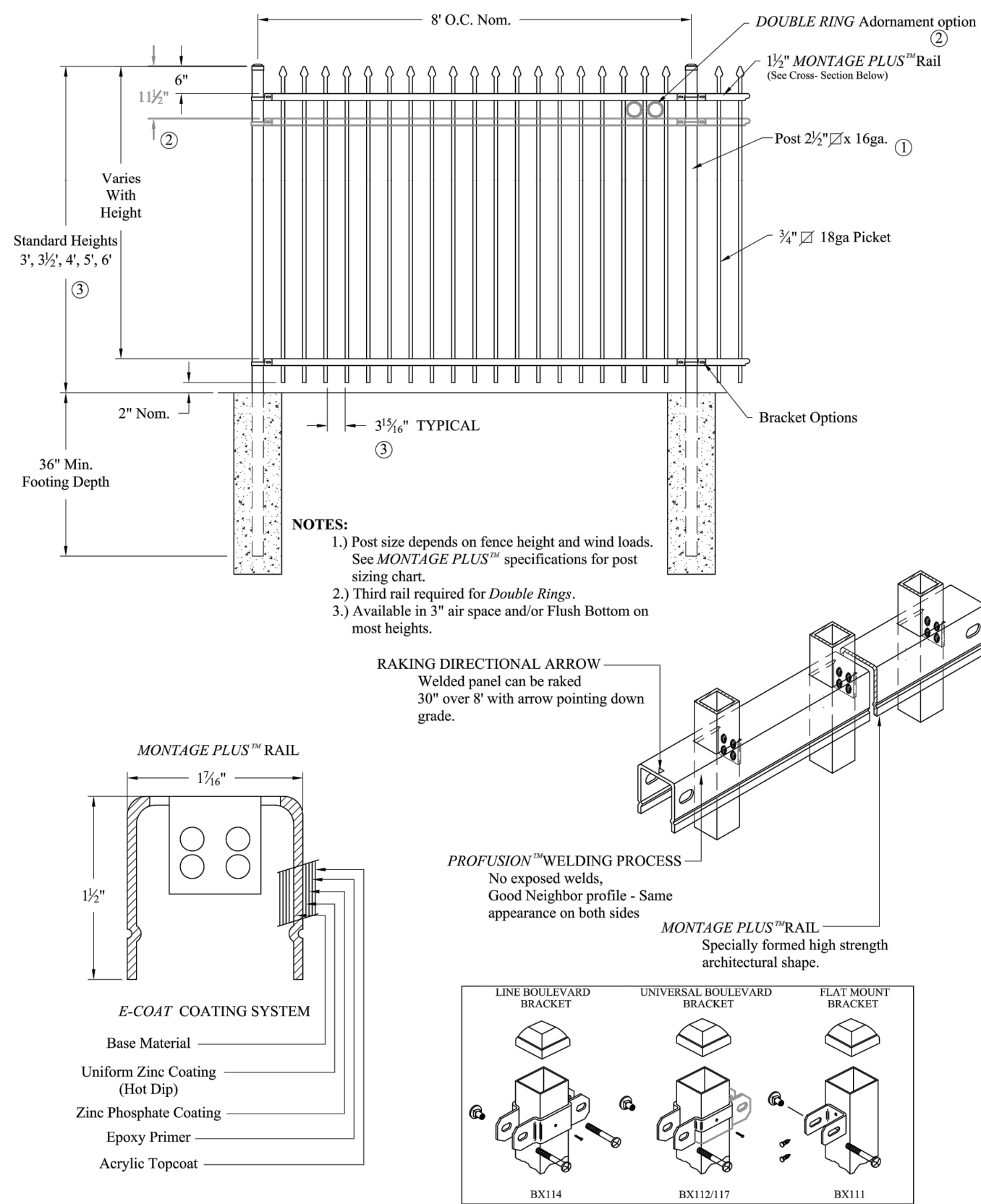
*OR DEPARTMENT APPROVED EQUAL



2 **DETAIL - TRASH RECEPTACLE**
SCALE: N.T.S.

TRASH RECEPTACLE				
MANUFACTURER	MODEL #	SIZE	FINISH	COLOR
VICTOR STANLEY	S-42	36 GALLON	STD. 8-10 MM THICK POWDER COATED	VS-BLACK
MAGLIN	MLWR200	32 GALLON	STD. 8-10 MM THICK POWDER COATED	BLACK
LANDSCAPE FORMS	SCARBOROUGH	30 GALLON	STD. 8-10 MM THICK POWDER COATED	BLACK

*OR DEPARTMENT APPROVED EQUAL



3 **DETAIL - DECORATIVE FENCE**
SCALE: N.T.S.

TRASH RECEPTACLE				
MANUFACTURER	MODEL #	SIZE	FINISH	COLOR
AMERISTAR	MONTAGE PLUS CLASSIC	48"	E-COAT™ PROTECTIVE FINISH	BLACK
INTEGRITY	BELLA VISTA PREMIER	48"	THE LifeCoat™ POWDER COATING	BLACK
JERITH	BUCKINGHAM	48"	FencCoat® POWDER COATING	BACK

*OR DEPARTMENT APPROVED EQUAL

Basic Quality Statistical Summary Report

GRADATIONS

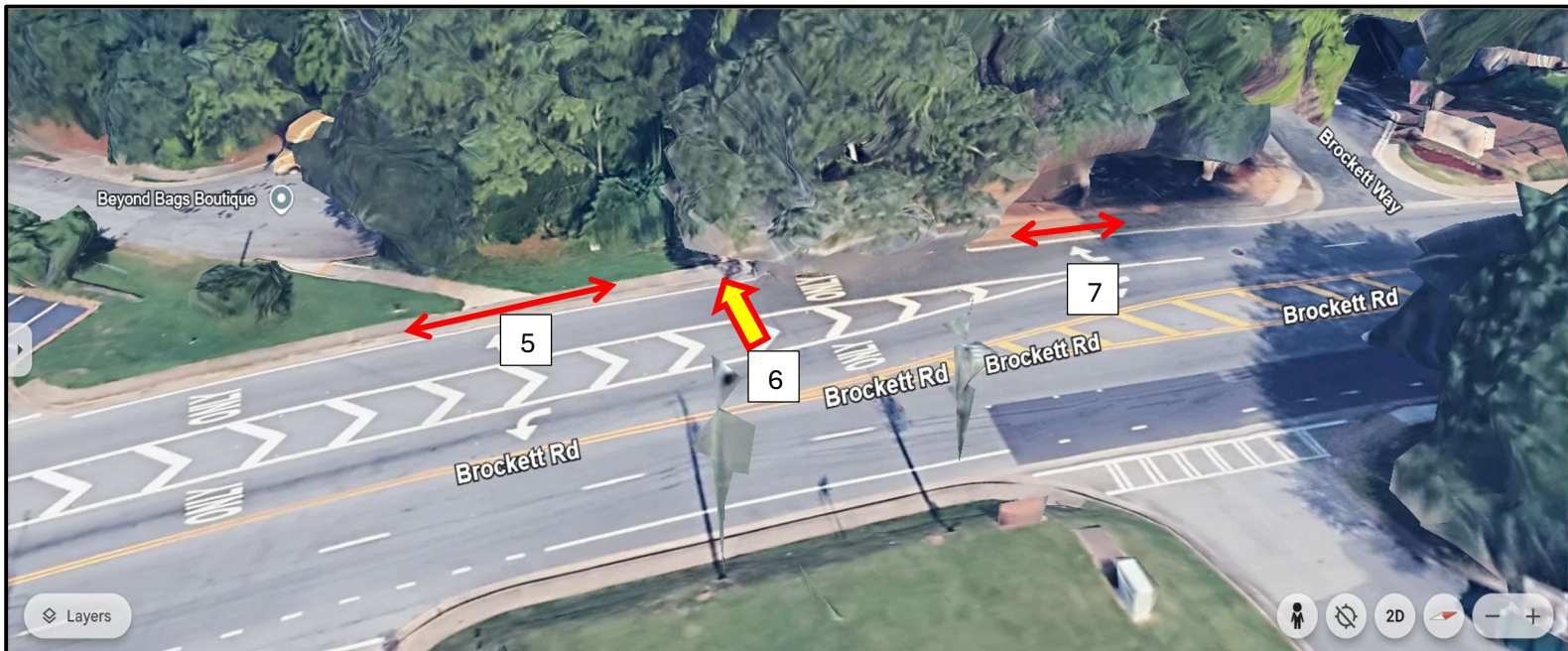
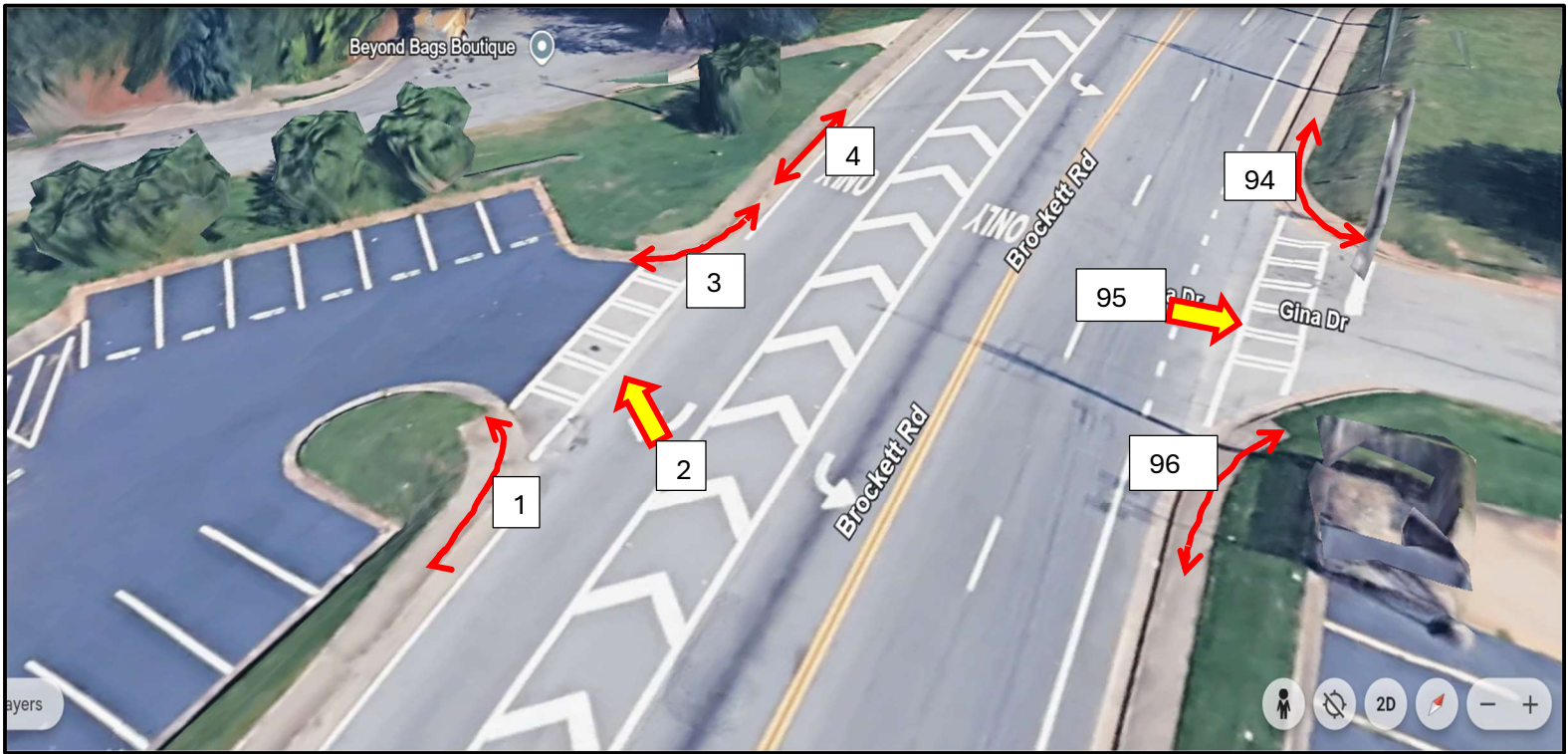
POROUS CONCRETE SIDEWALK

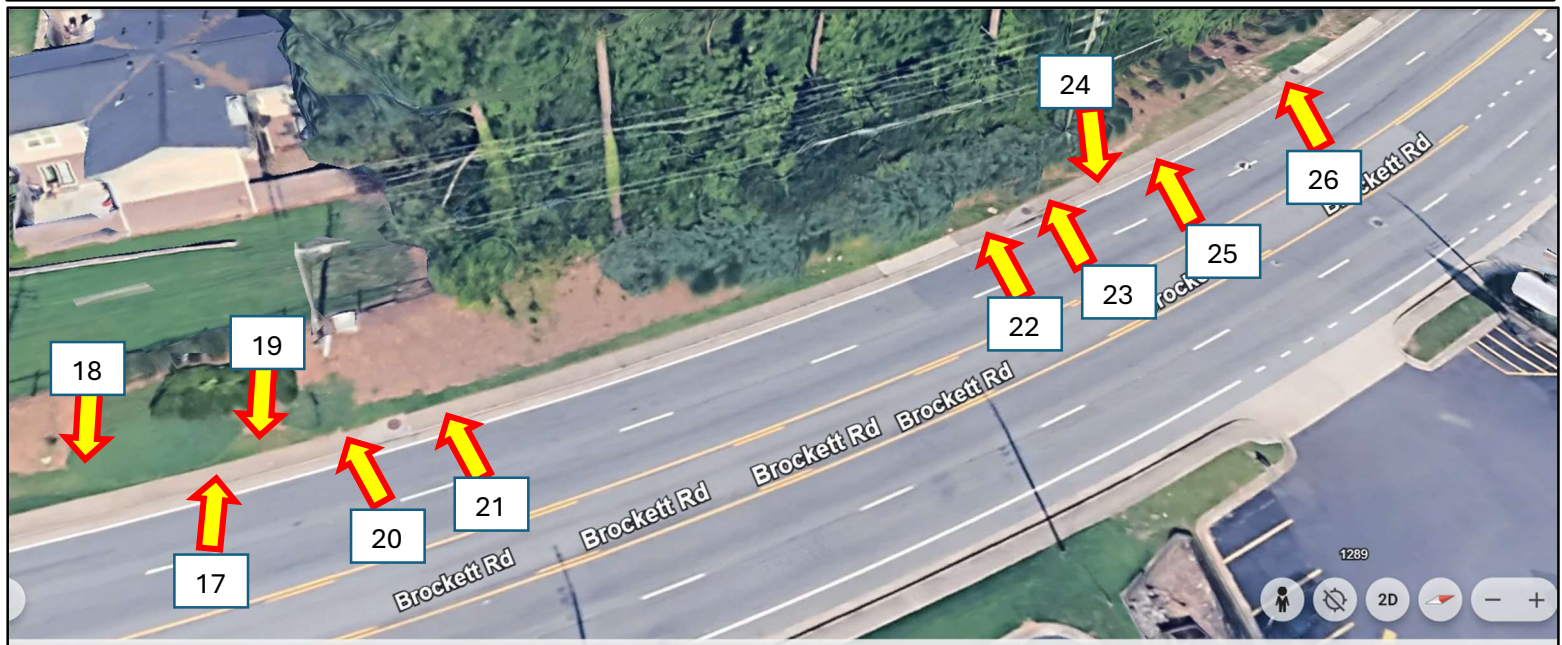
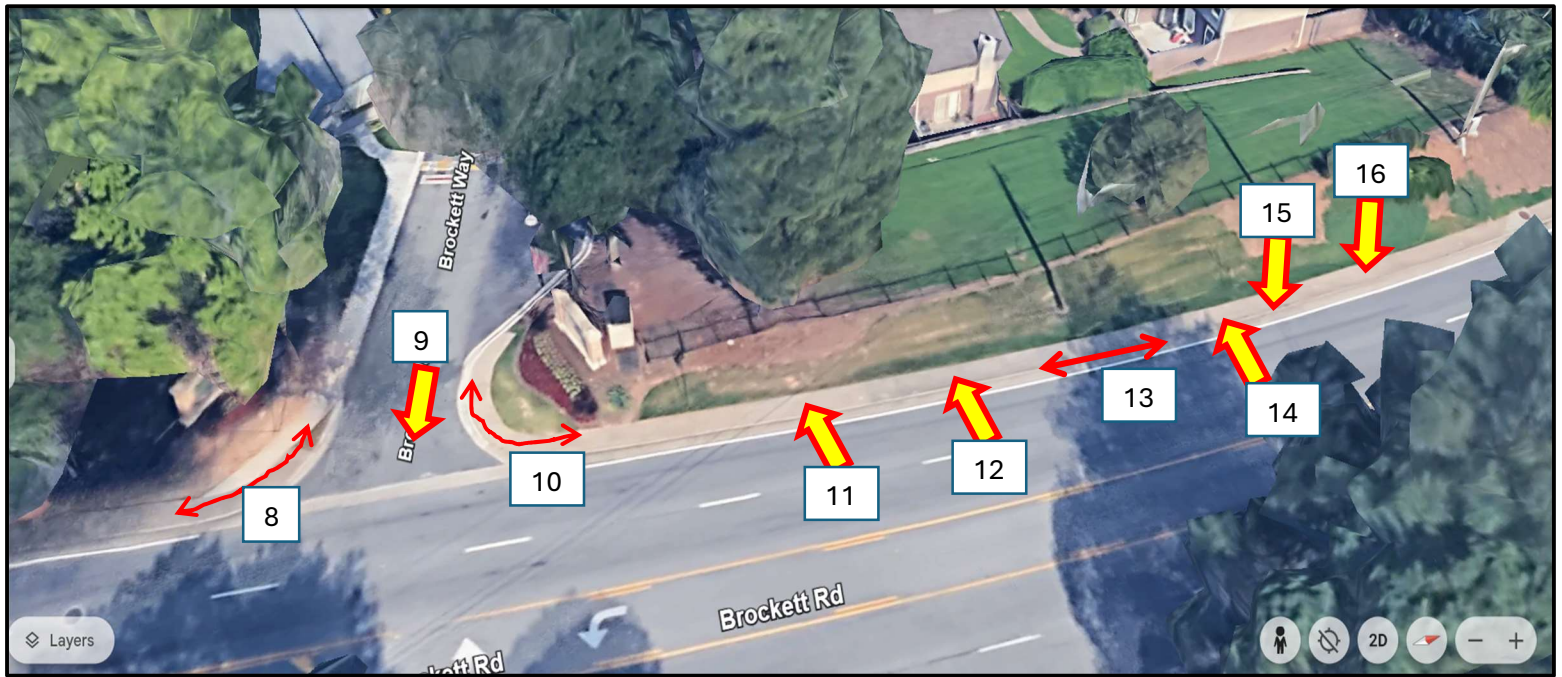
Product GADOT 89

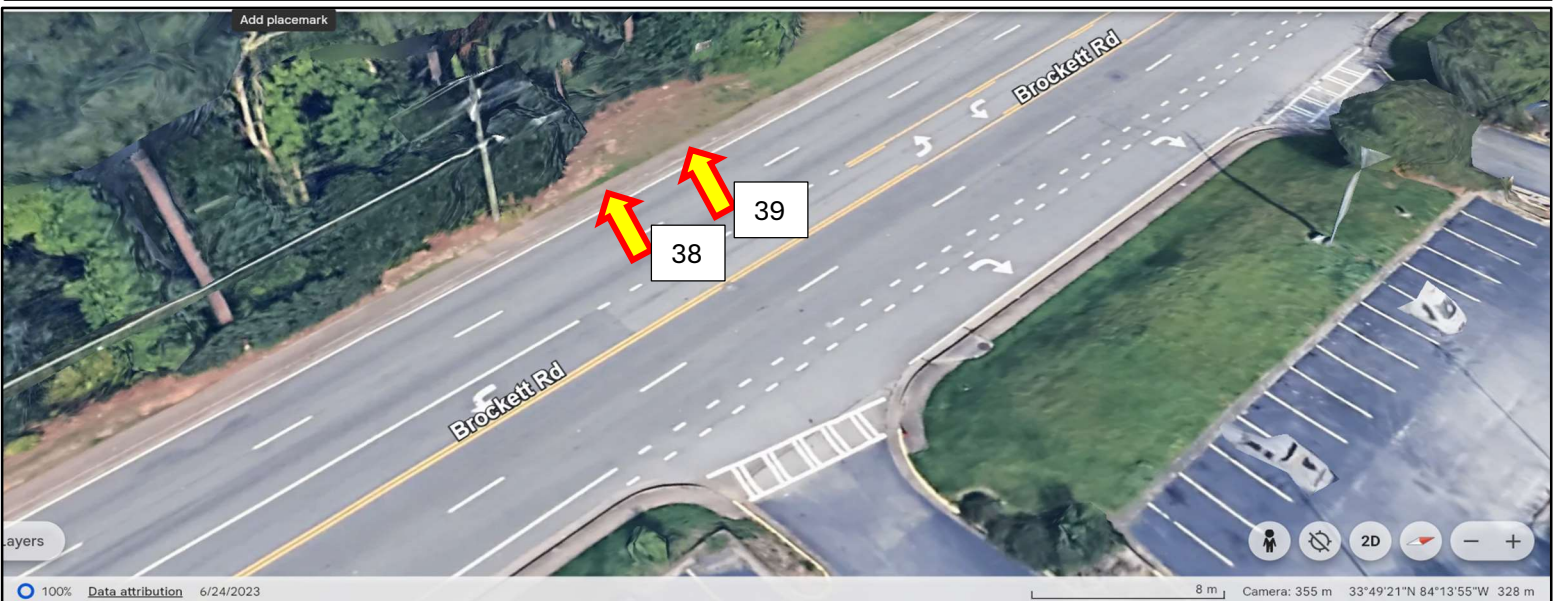
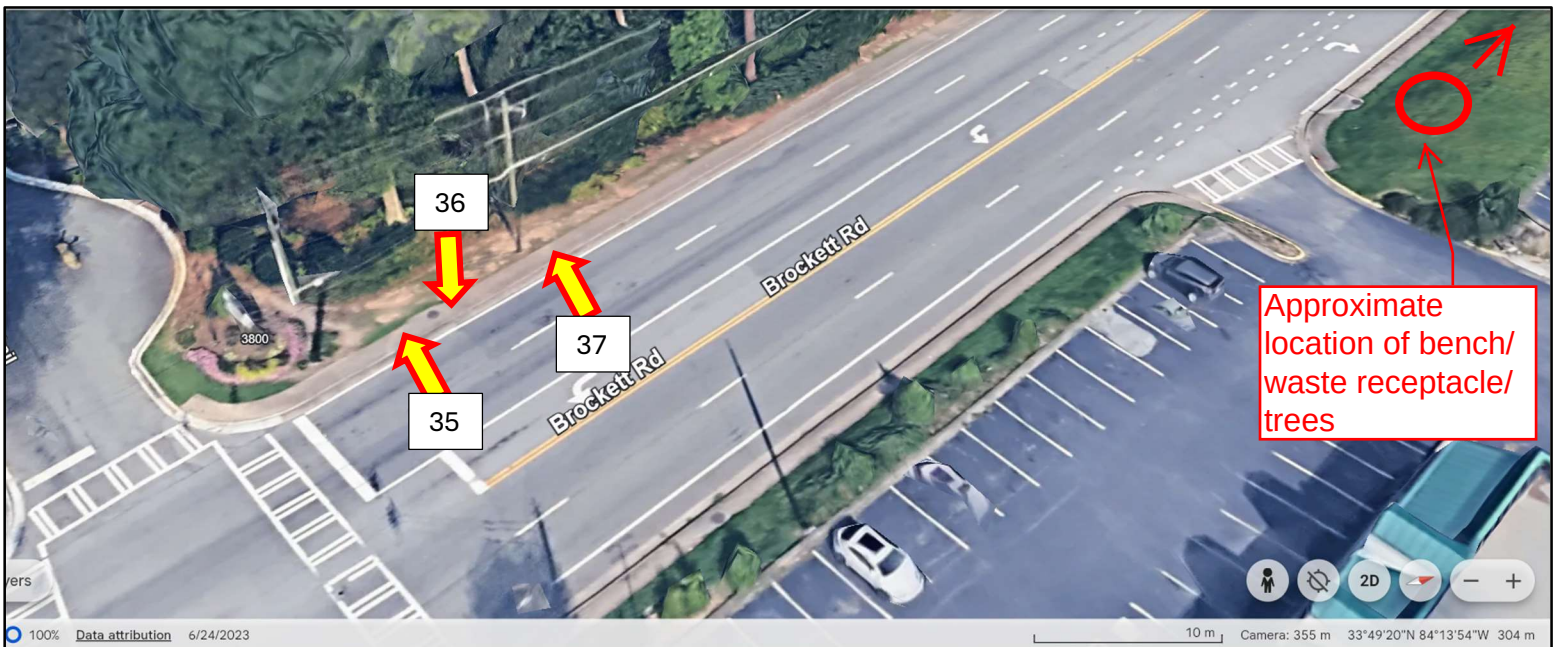
Sieve/Test	Tests	Average	St Dev	Target	Specification
1/2" (12.5mm)	19	100.0	0.00	≥100	100-100
3/8" (9.5mm)	19	99.9	0.16	93-100	90-100
#4 (4.75mm)	19	39.3	4.17	23-43	20-55
#8 (2.36mm)	19	7.6	2.58	0-7	0-15
#16 (1.18mm)	19	3.5	1.32	0-5	0-10
#50 (.3mm)	19	1.4	0.77	0-1	0-5
Pan	19	0.00	0.000		
FM	19	5.45	0.092		

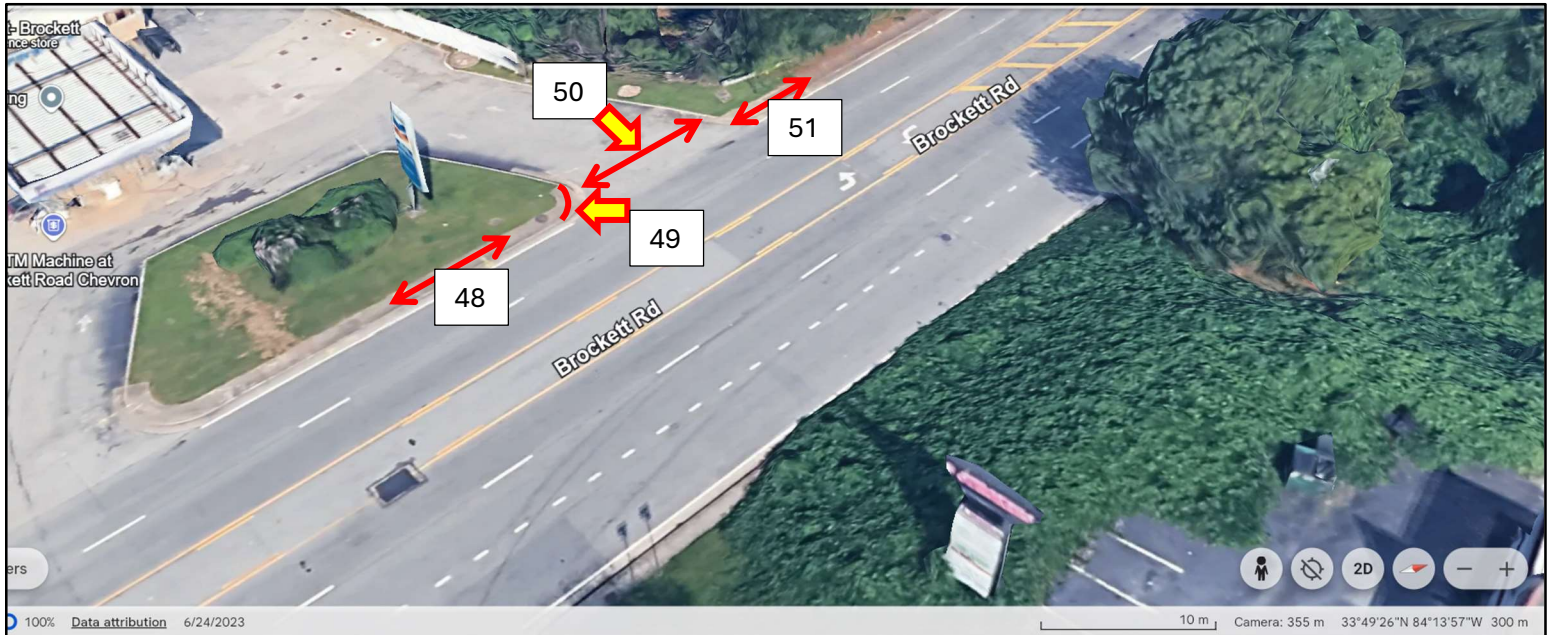
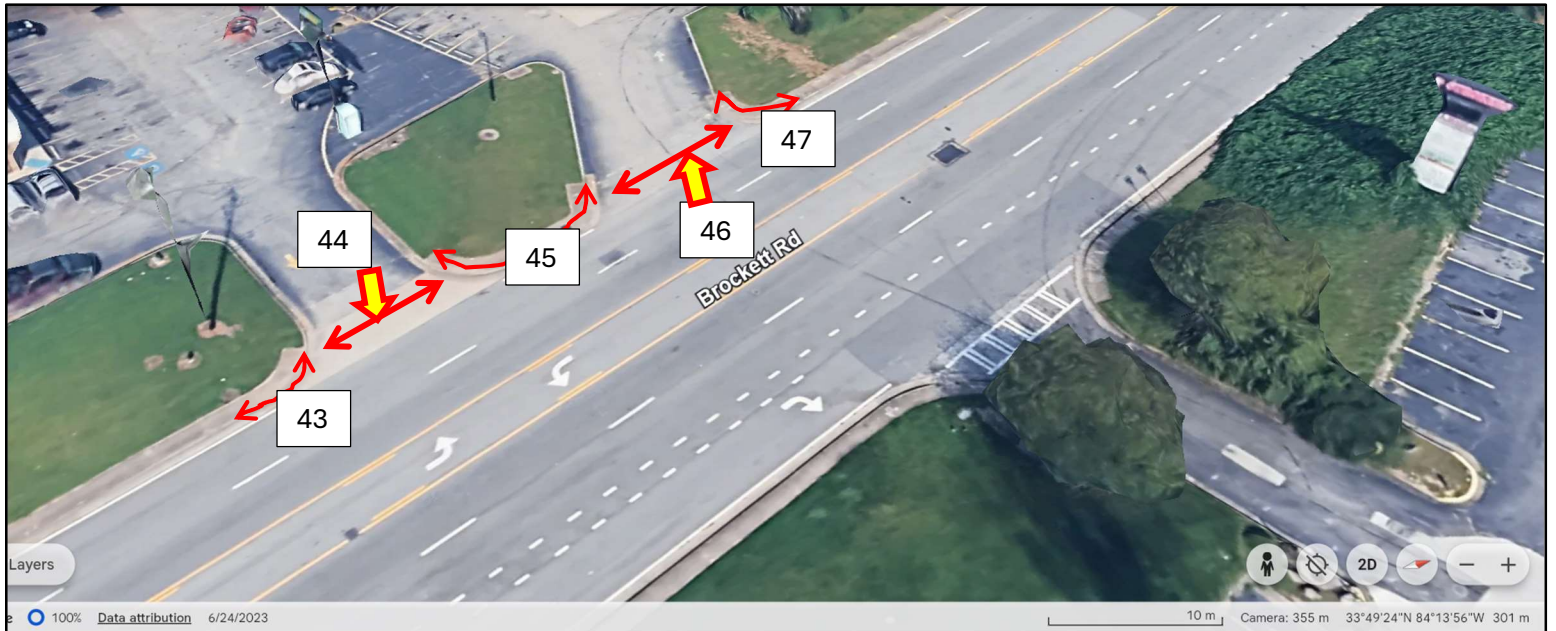
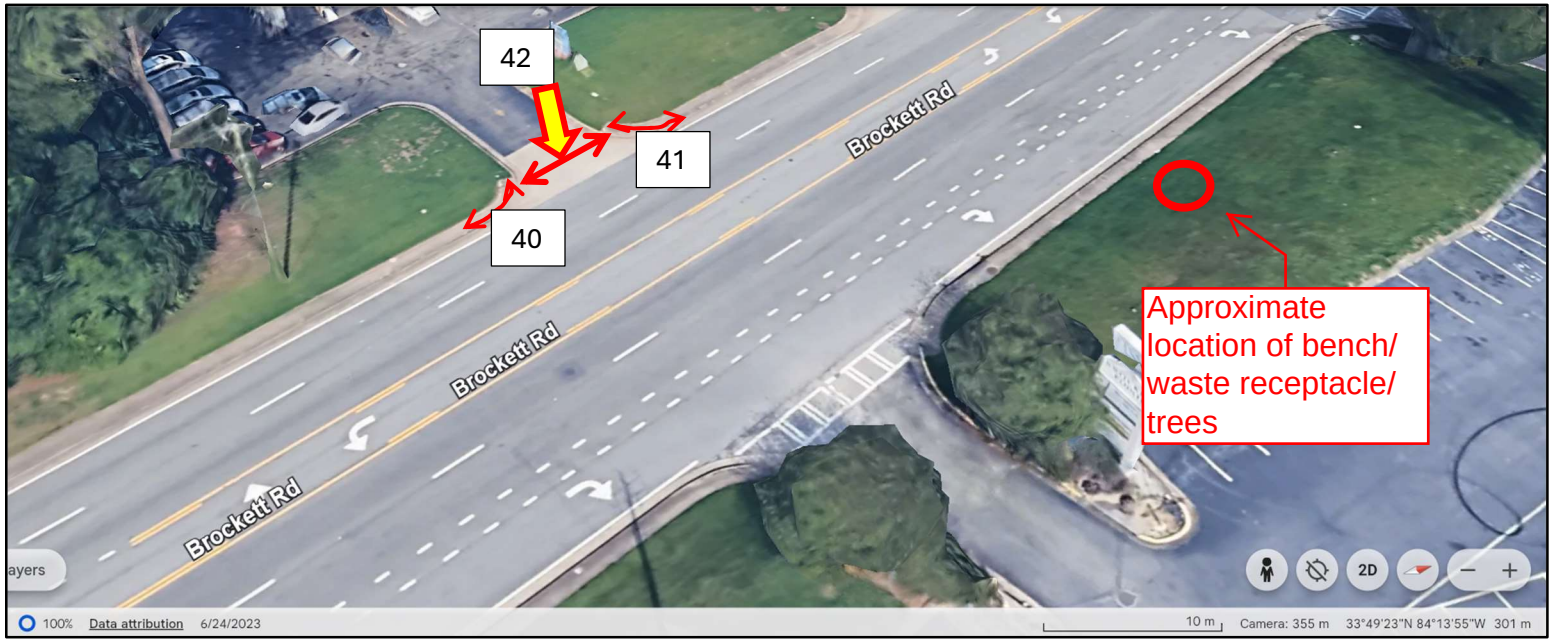
NOTE: High Range Water Reducer to be utilized and must comply with the Specifications for Chemical Admixtures for Concrete, ASTM: C494 Type A, F and ASTM C1017, AASHTO: M194, Type A, F.

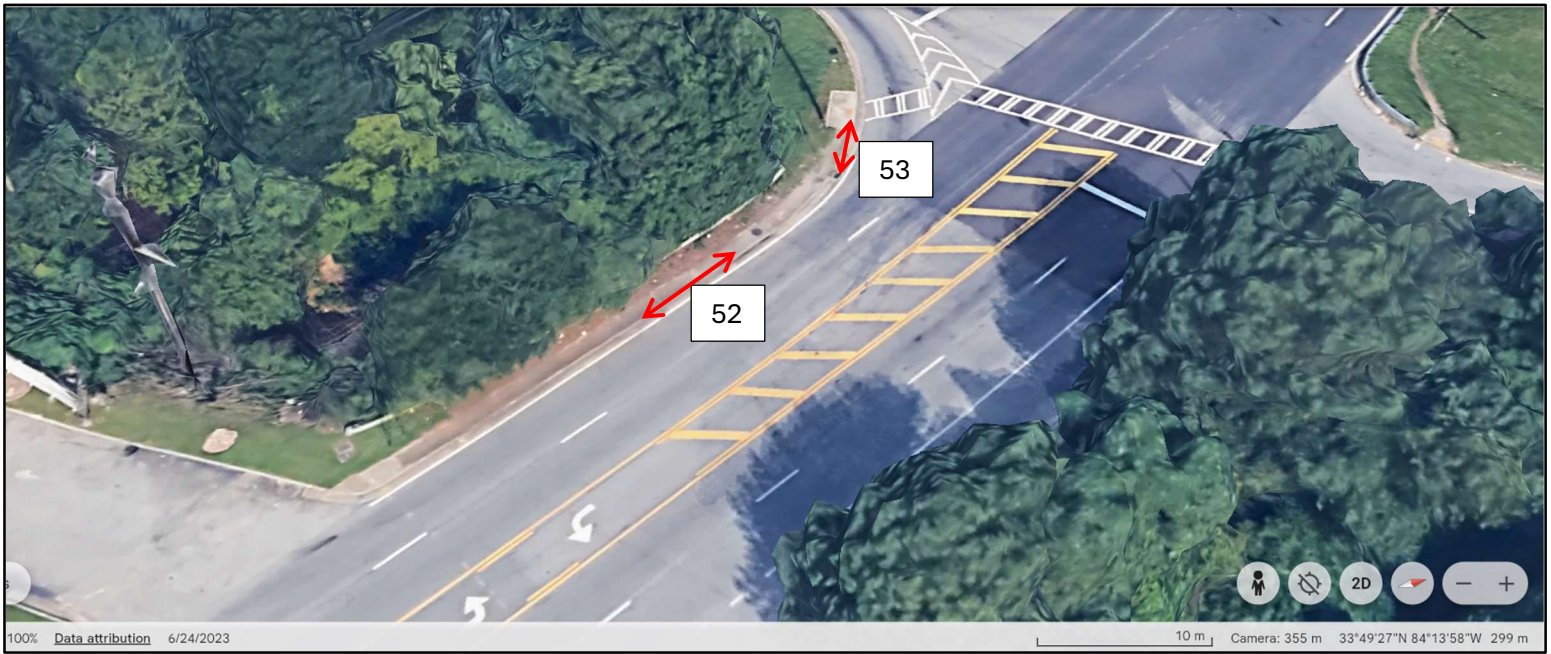
LOCATION MAP - PROJECT #1
BROCKETT ROAD ADA SIDEWALK REPAIRS - STREETSCAPE AMENITY

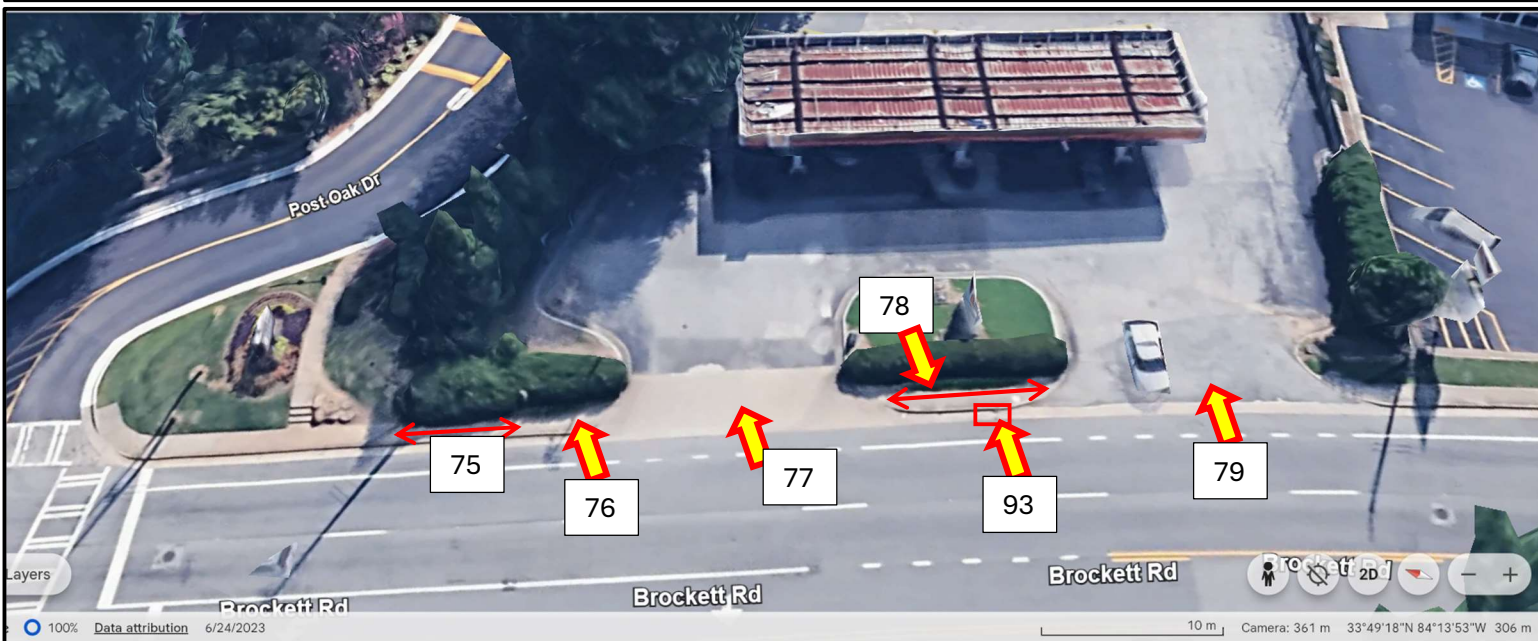
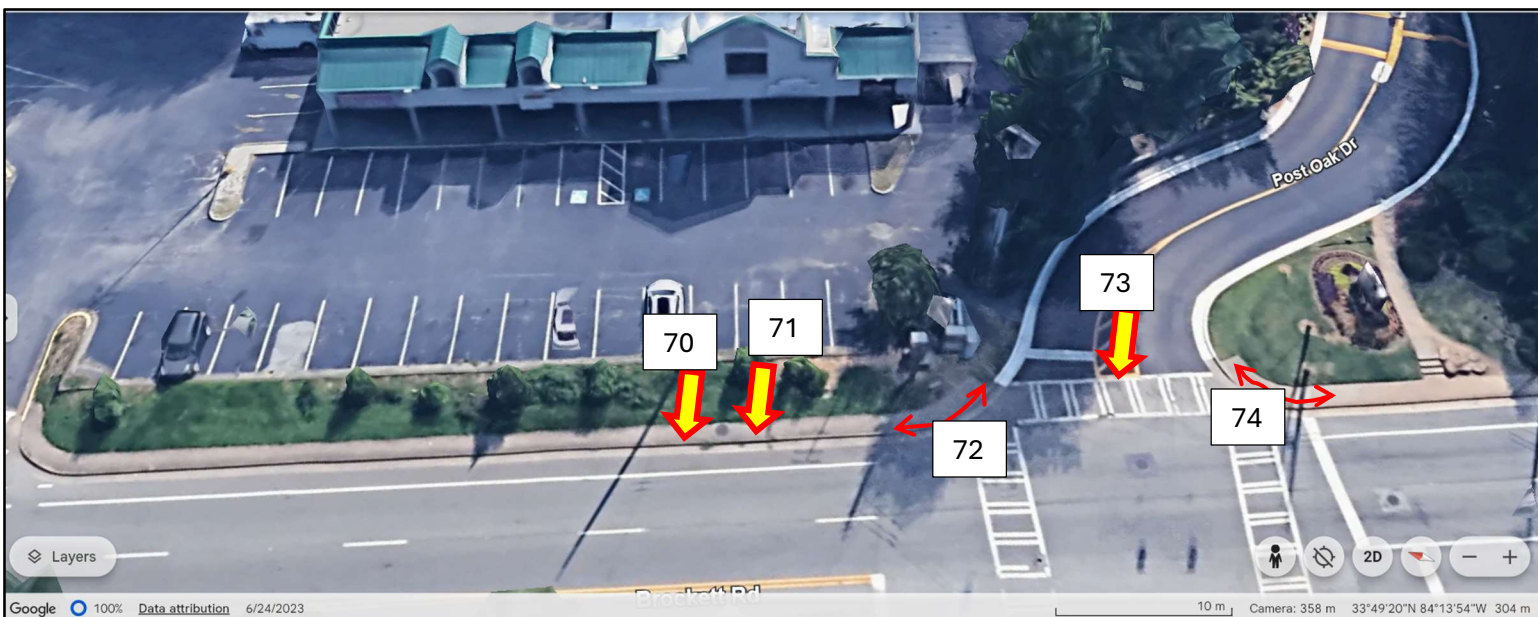
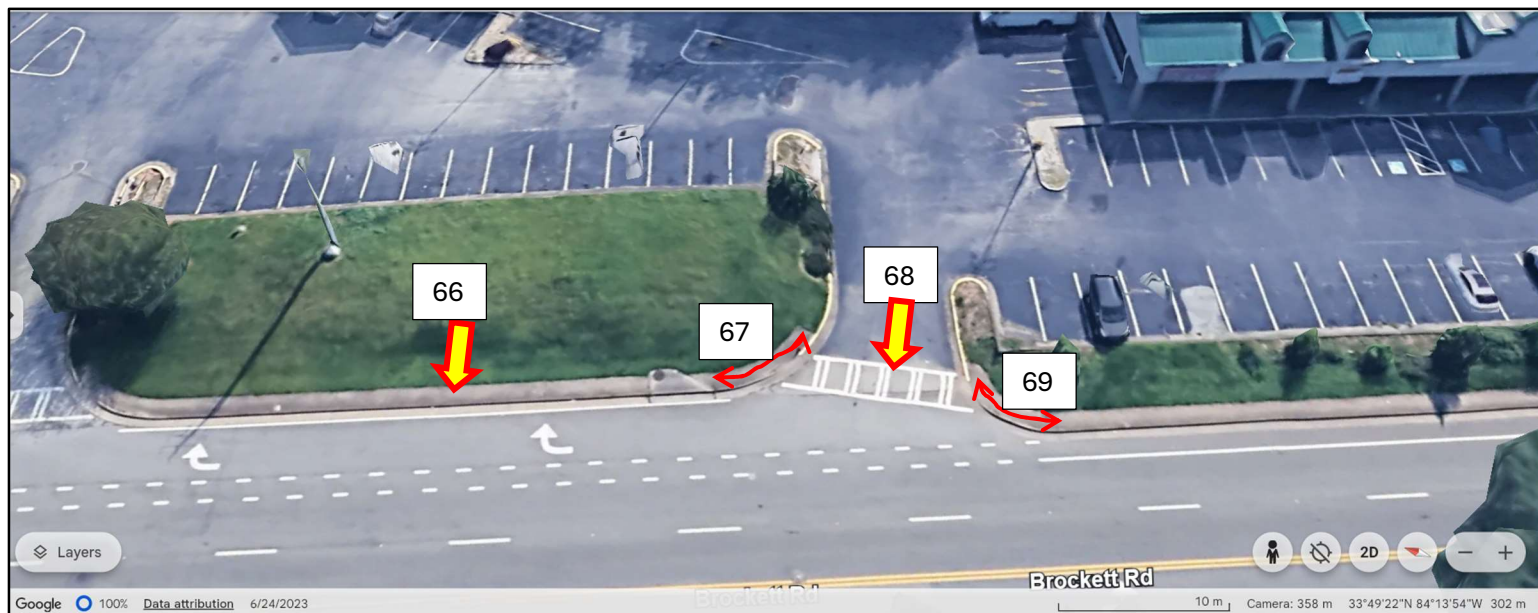


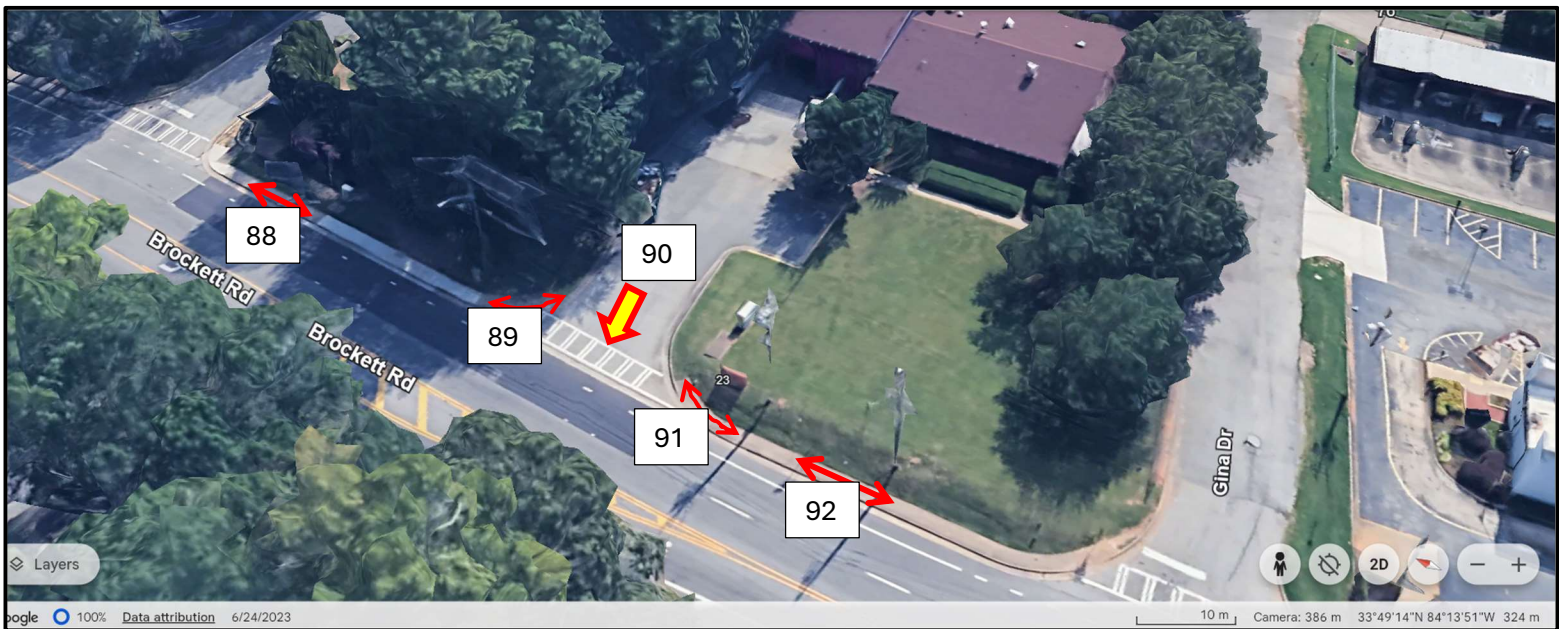
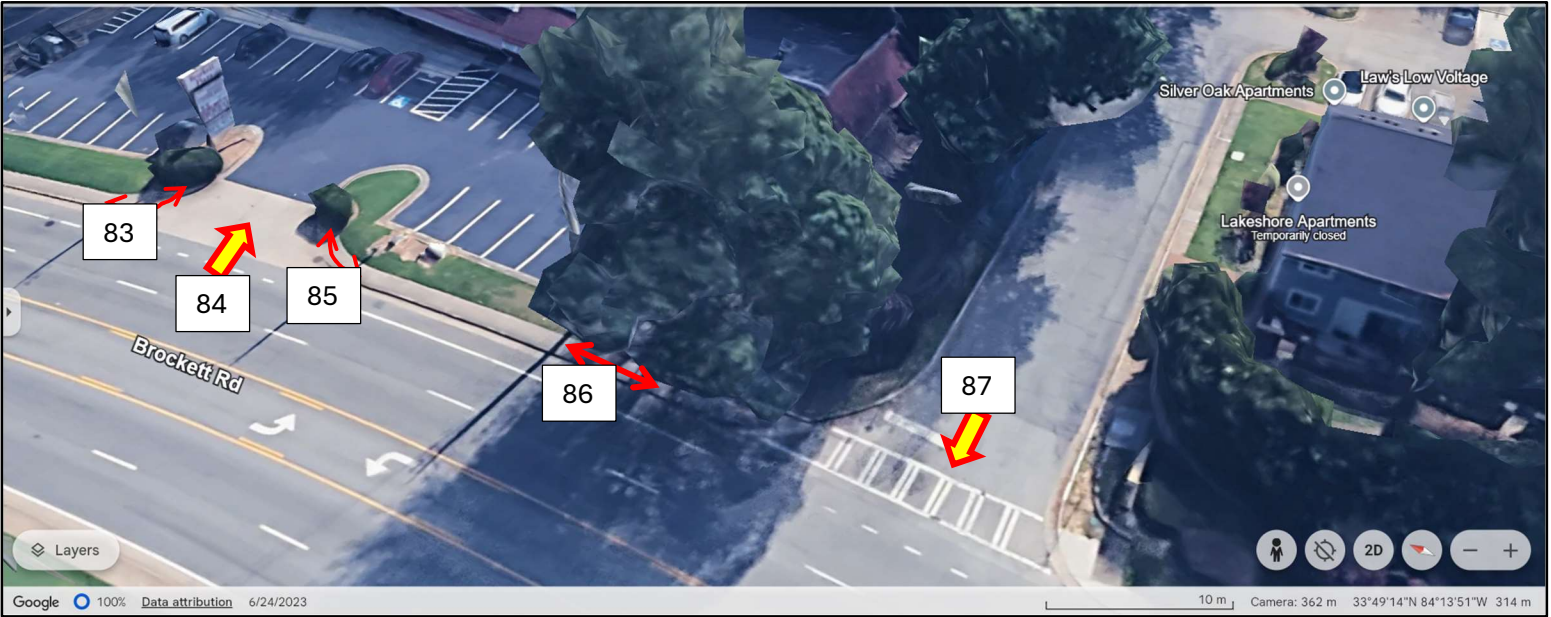








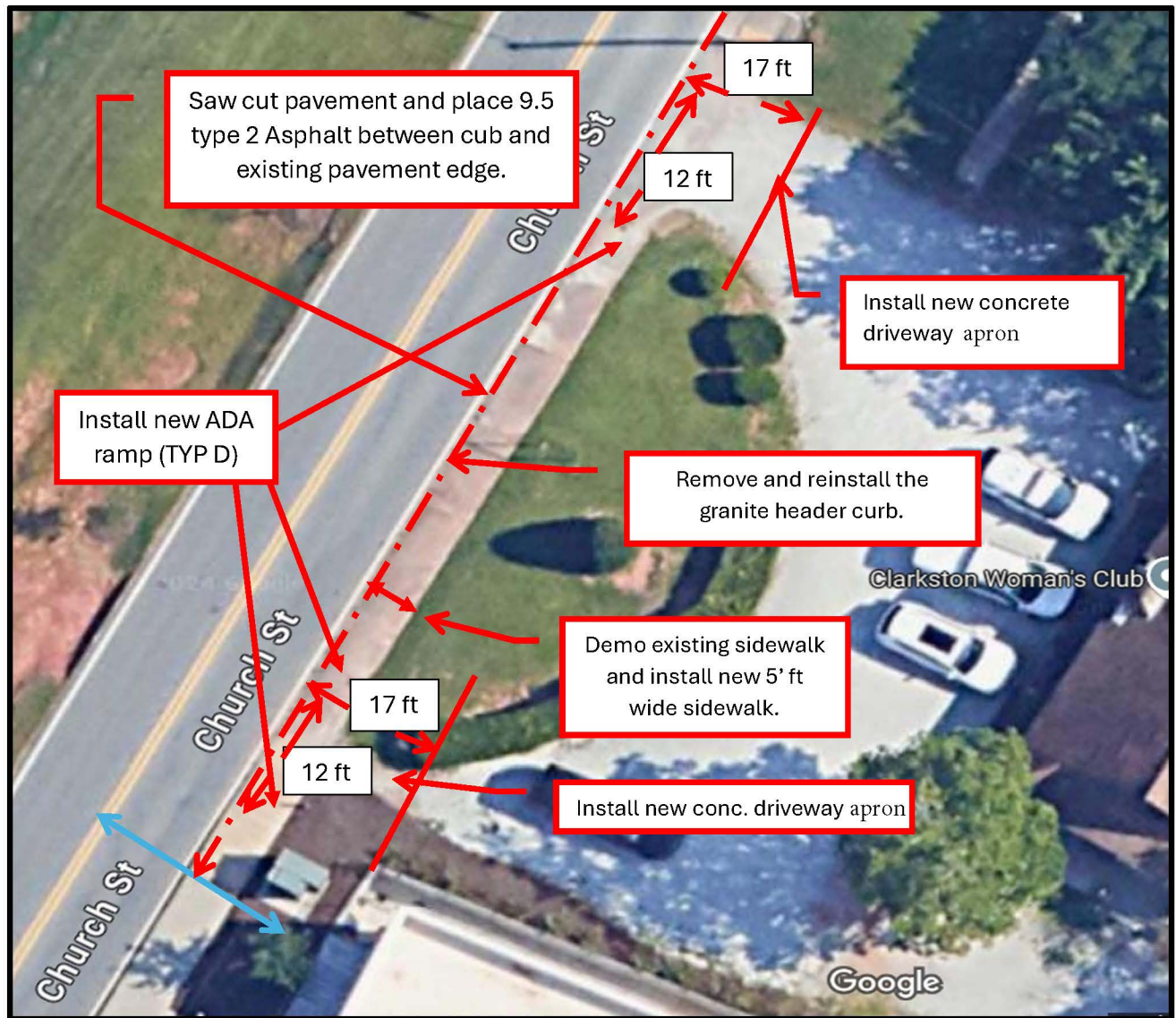


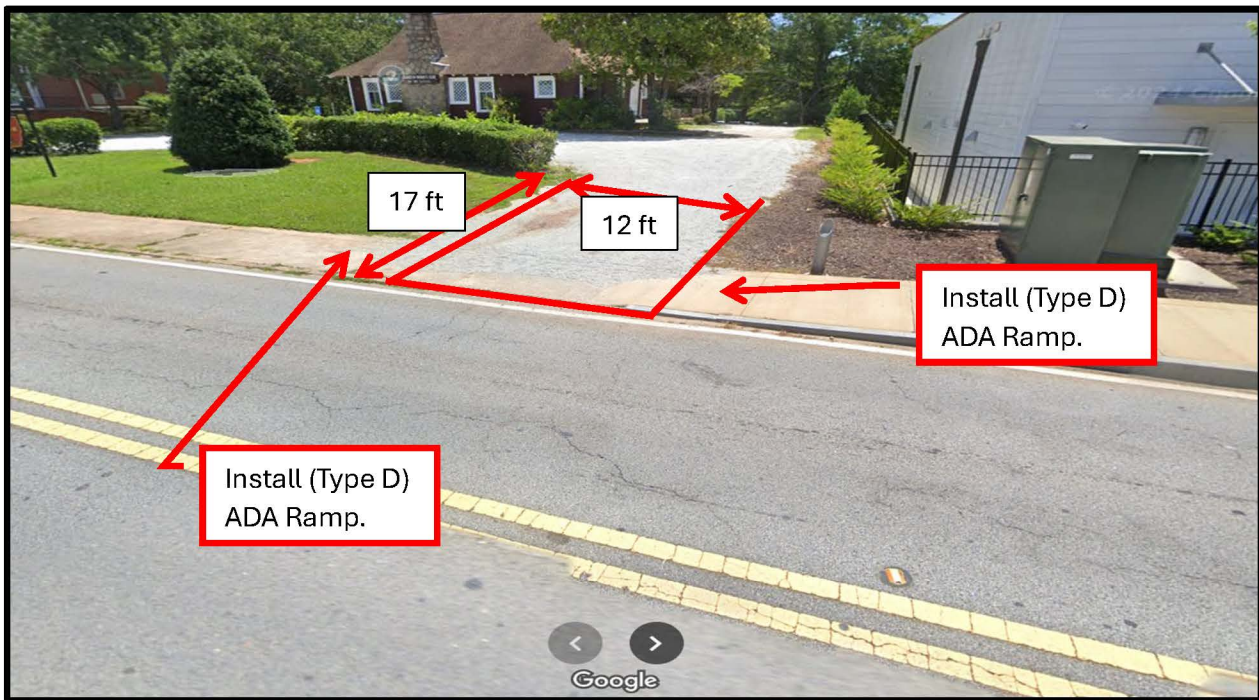


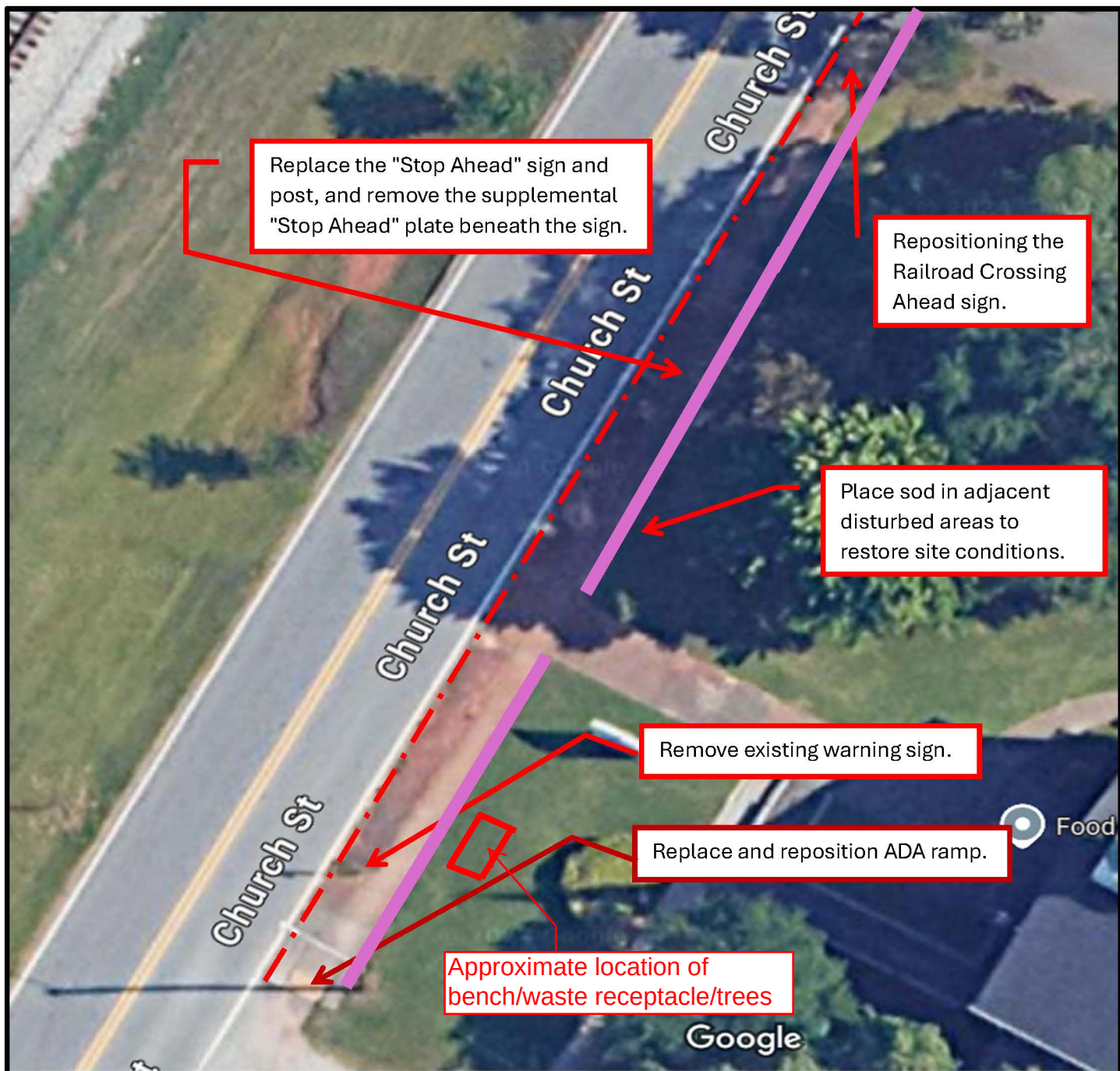


CHURCH STREET SIDEWALK - DRIVEWAY APRON RECONSTRUCTION - STREETSCAPE AMENITY

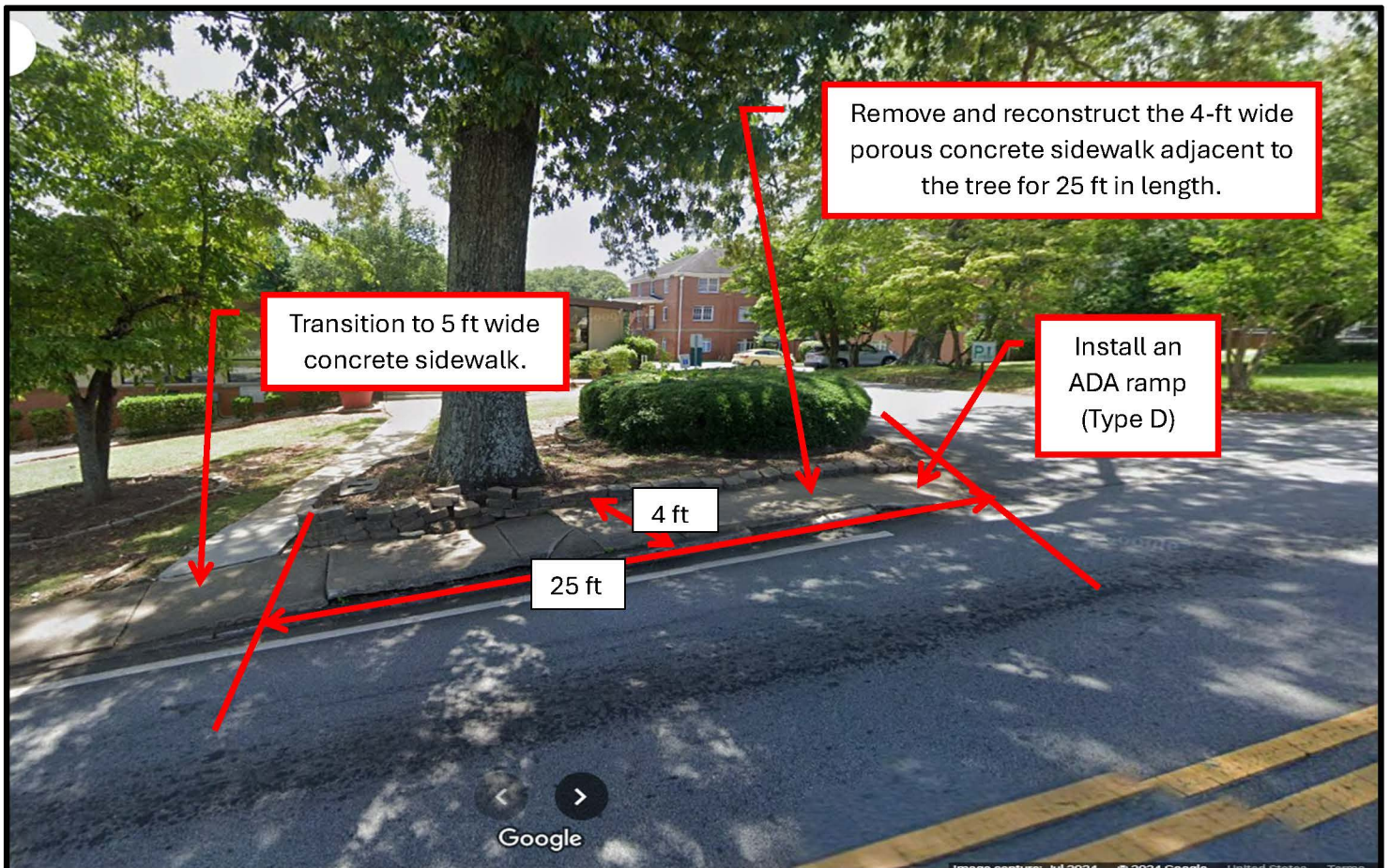
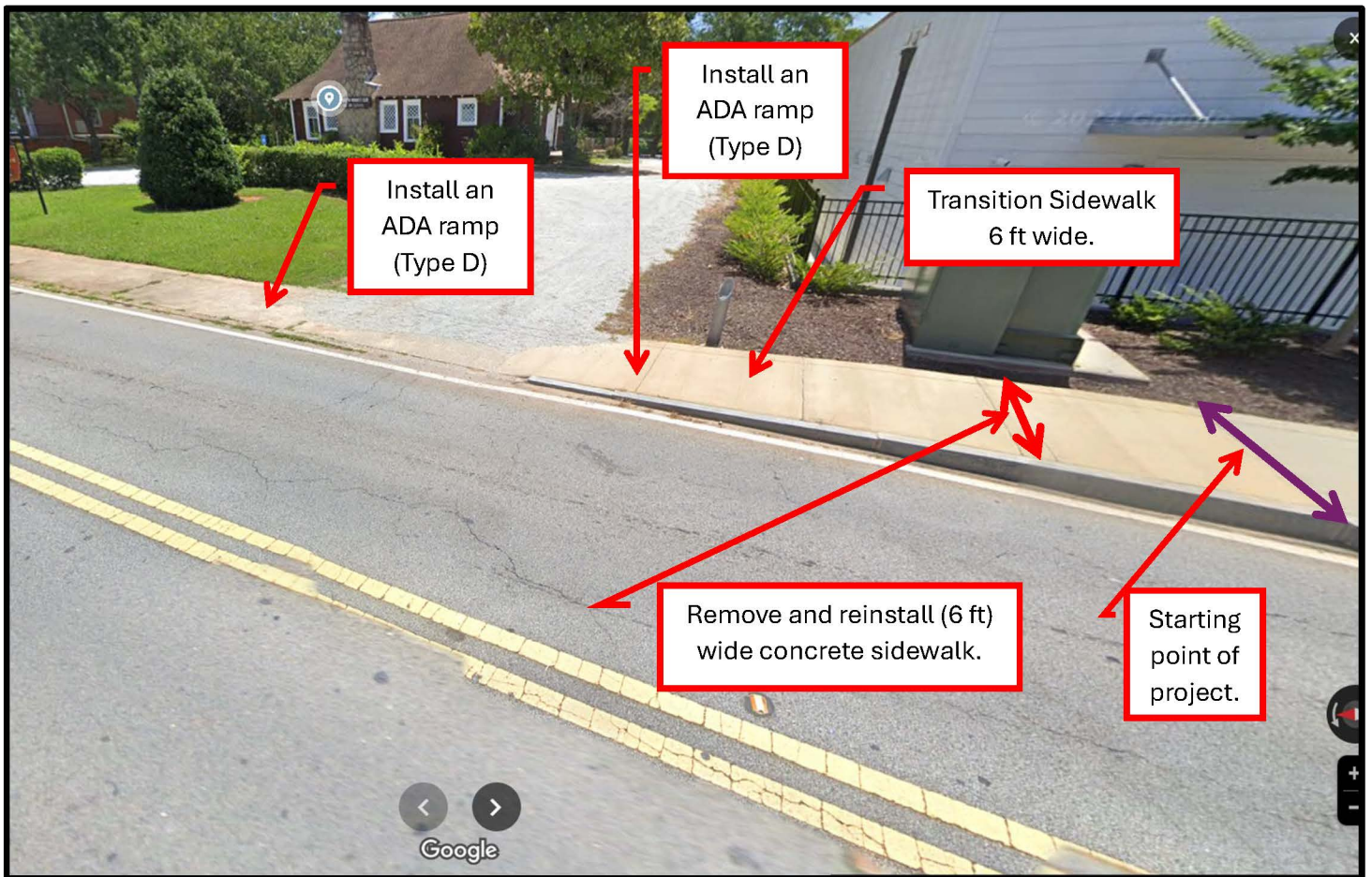
PROJECT #2

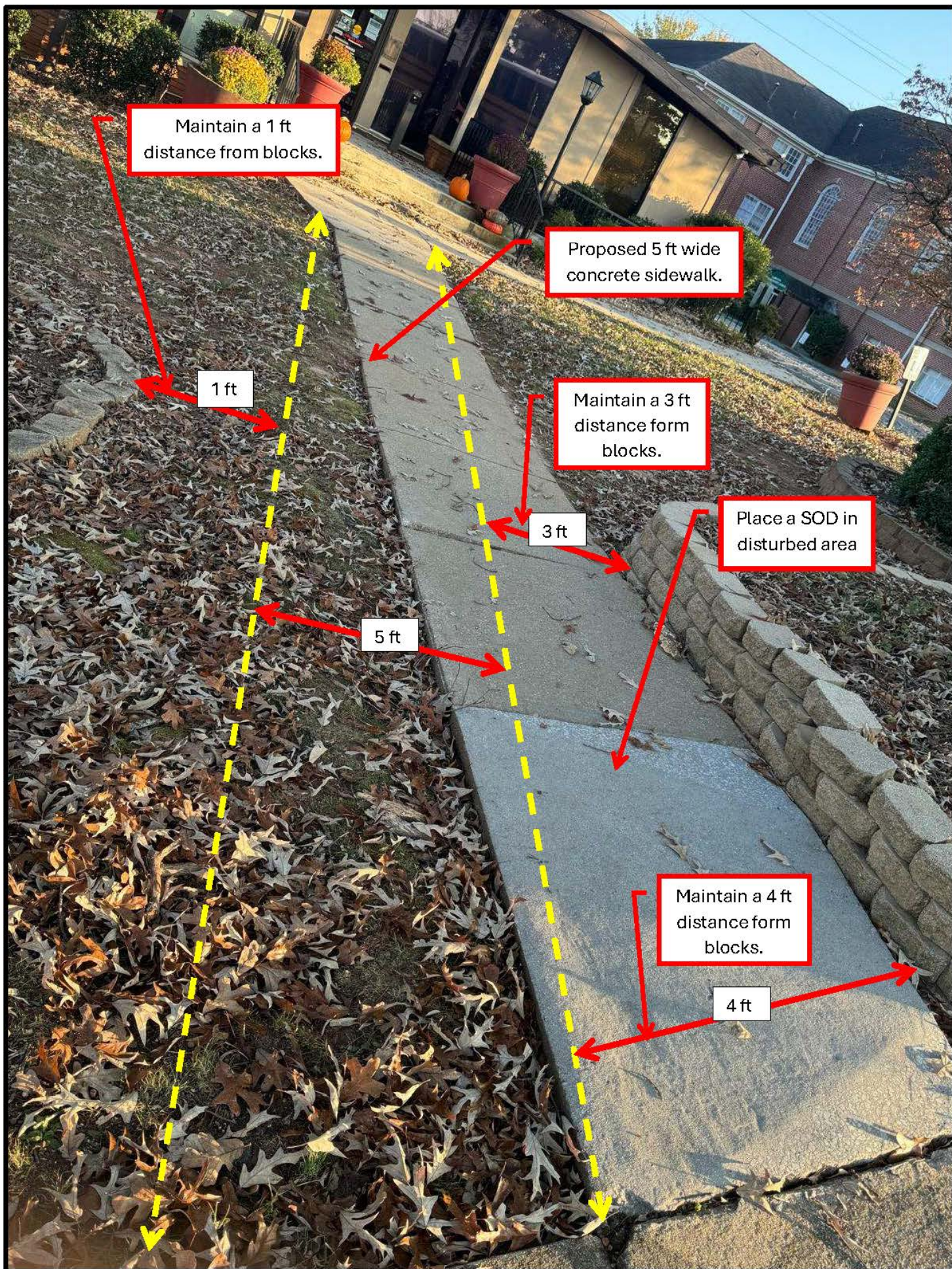












Maintain a 1 ft distance from blocks.

Proposed 5 ft wide concrete sidewalk.

1 ft

Maintain a 3 ft distance form blocks.

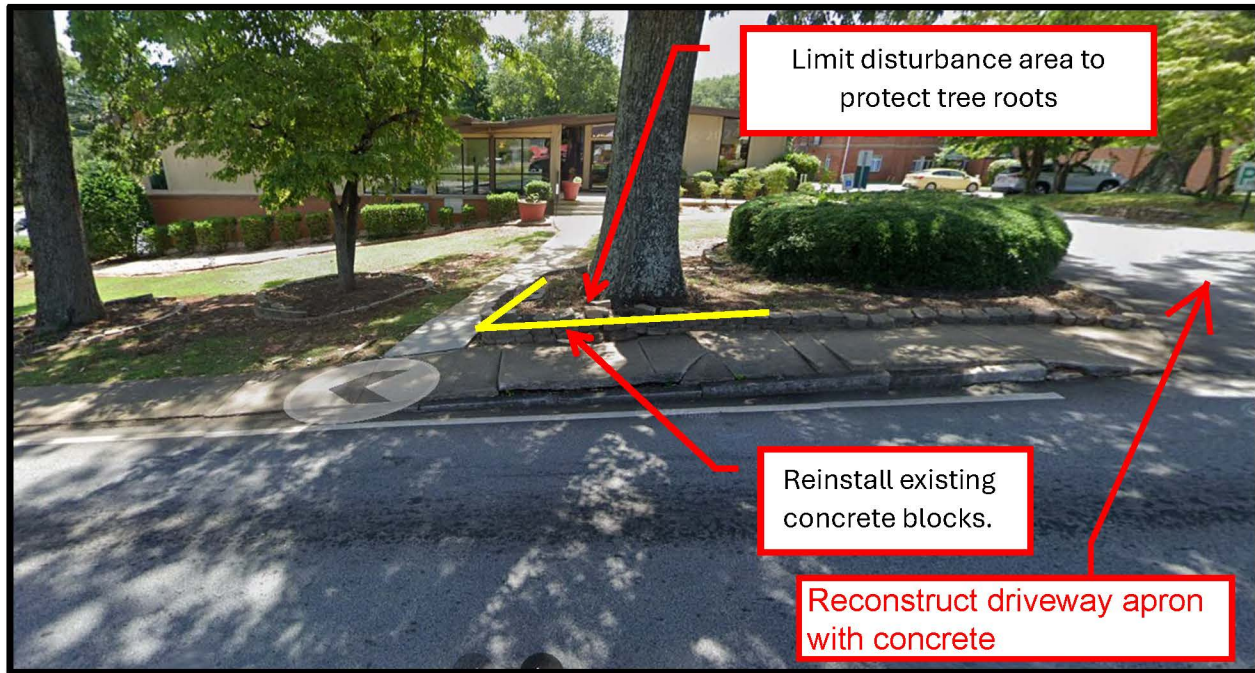
3 ft

Place a SOD in disturbed area

5 ft

Maintain a 4 ft distance form blocks.

4 ft



Note:

1. All ADA ramps should conform to Type D specifications as per GDOT requirements.
2. All sign dimensions must comply with MUTCD standards.
3. Construction joints should be placed every 5' ft along the sidewalk identified on project limit.

BROCKETT ROAD

ADA SIDEWALK IMPROVEMENT AND STREETScape AMENITY SCOPE OF WORK

Location	Coordinates	Work Scope	Quantities
1	(33.8194061, -84.2313570)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	7.5 SY – 4 in. concrete 9.5 SY – 8 in. concrete
2	(33.8194839, -84.2313815)	Restripe crosswalk with white thermoplastic.	140 LF – 8 in. striping
3	(33.8195516, -84.2313912)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	3.3 SY – 4 in. concrete 9.5 SY – 8 in. concrete
4	(33.8196195, -84.2313902)	Remove and reconstruct the sidewalk that has settled and match elevation of adjoining sidewalks.	11.4 SY – 4 in. concrete
5	(33.8197822, -84.2313942)	Remove & reconstruct damaged sidewalk.	15.8 SY – 4 in concrete.
6	(33.8199488, -84.2313902)	Grind sidewalk to achieve level surface. (1' ft x 5' ft)	5 SF – grind area.
7	(33.8201003, -84.2313882)	Remove & reconstruct damaged sidewalk.	7.5 SY – 4 in. concrete
8	(33.820251, -84.231401)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	8.9 SY – 4 in. concrete 9.5 SY – 8 in. concrete
9	(33.820315, -84.231367)	Restripe crosswalk with white thermoplastic.	130 LF – 8 in. striping
10	(33.820367, -84.231374)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	4.4 SY – 4 in. concrete 9.5 SY – 8 in. concrete
11	(33.8205334, -84.2313295)	Grind sidewalk to achieve level surface. (1' ft x 5' ft)	5 SF – grind area.
12	(33.8206092, -84.2313214)	Grind sidewalk to achieve level surface. (1' ft x 5' ft)	5 SF – grind area.
13	(33.8206635, -84.2313171)	Remove and reconstruct the sidewalk that has settled and match elevation of adjoining sidewalks.	11.2 SY – 4 in concrete.
14	(33.8207952, -84.2313231)	Grind sidewalk to achieve level surface. (1' ft x 5' ft)	5 SF – grind area.
15	(33.8207638, -84.2313191)	Remove and replace damaged sidewalk.	1.2 SY – 4 in concrete.
16	(33.8208418, -84.2313221)	Remove and replace damaged sidewalk.	2.8 SY – 4 in concrete.
17	(33.8209281, -84.2313305)	Remove and replace damaged sidewalk.	1.2 SY – 4 in concrete.
18	(33.8208961, -84.2313459)	Replace “Fire Truck Ahead” sign and pole.	6.25 SF-area of sign
19	(33.8209328, -84.2313285)	Replace “Traffic Signals Ahead” sign and pole.	6.25 SF-area of sign
20	(33.820981, -84.231336)	Remove and construct sidewalk to match catch basin top elevation.	5.6 SY – 4 in concrete.
21	(33.821024, -84.231337)	Remove and construct sidewalk to match catch basin top elevation.	5.6 SY – 4 in concrete.
22	(33.821366, -84.231419)	Remove and construct sidewalk to match catch basin top elevation.	9.5 SY – 4 in concrete.
23	(33.821411, -84.231432)	Remove and construct sidewalk to match catch basin top elevation.	13.9 SY – 4 in concrete.
24	(33.821463, -84.231447)	Grind sidewalk to achieve level surface. (1' ft x 5' ft)	5 SF – grind area.
25	(33.821512, -84.231467)	Grind sidewalk to achieve level surface. (1' ft x 5' ft)	5 SF – grind area.

26	(33.821624, - 84.231516)	Remove and replace damaged sidewalk. (Triangle shaped sidewalk)	11.12 SY – 4 in concrete.
27	(33.821849, - 84.231627)	Remove and replace damaged sidewalk.	2.8 SY – 4 in concrete.
28	(33.822044, - 84.231736)	Remove and replace damaged sidewalk.	13.9 SY – 4 in concrete.
29	(33.822074, - 84.231760)	Discovered excavation hole: Fill with sand and compact.	9.5 CY – soil.
30	(33.822125, - 84.231791)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	5 SY – 4 in. concrete 9.5 SY – 8 in. concrete
31	(33.822179, - 84.231829)	Restripe crosswalk with white thermoplastic.	120 LF – 8 in. striping
32	(33.822269, - 84.231730)	Restripe crosswalk with white thermoplastic.	270 LF – 8 in. striping
33	(33.822171, - 84.231682)	Restripe crosswalk with white thermoplastic.	270 LF – 8 in. striping
34	(33.822234, - 84.231850)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	18.3 SY – 4 in. concrete 9.5 SY – 8 in. concrete
35	(33.8223136, - 84.2318837)	Remove and replace damaged sidewalk.	7.3 SY – 4 in concrete.
36	(33.8223439, - 84.2319062)	Grind sidewalk to achieve level surface. (1' ft x 5' ft)	5 SF – grind area.
37	(33.8224049, - 84.2318837)	Remove and replace damaged sidewalk.	2.3 SY – 4 in concrete.
38	(33.8227837, - 84.2321502)	Grind sidewalk to achieve level surface. (1' ft x 5' ft)	5 SF – grind area.
39	(33.8228141, - 84.2321613)	Remove and replace damaged sidewalk.	2.3 SY – 4 in. concrete
40	(33.8230996, - 84.2323222)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	1.7 SY – 4 in. concrete 9.5 SY – 8 in. concrete
41	(33.8232091, - 84.2323896)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	8.3 SY – 4 in. concrete 9.5 SY – 8 in. concrete
42	(33.823154, - 84.232357)	New crosswalk: Apply paint for striping.	100 LF – 8 in. striping
43	(33.823389, - 84.232492)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	7.8 SY – 4 in. concrete 9.5 SY – 8 in. concrete
44	(33.823450, - 84.232524)	New crosswalk: Apply paint for striping.	120 LF – 8 in. striping
45	(33.8235394, - 84.2325553)	Remove and reconstruct sidewalk; install two ADA Ramp (Type B).	12.2 SY – 4 in. concrete 19 SY – 8 in. concrete
46	(33.8236313, - 84.2326300)	New crosswalk: Apply white thermoplastic for striping.	130 LF – 8 in. striping
47	(33.8236970, - 84.2326609)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	3.3 SY – 4 in. concrete 9.5 SY – 8 in. concrete
48	(33.8238555, - 84.2327366)	Remove and replace damaged sidewalk.	11.7 SY – 4 in concrete.
49	(33.8239282, - 84.2327920)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	3.8 SY – 4 in. concrete 9.5 SY – 8 in. concrete
50	(33.8239970, - 84.2328117)	New crosswalk: Apply white thermoplastic for striping.	130 LF – 8 in. striping
51	(33.8240658, - 84.2328526)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type D).	1.7 SY – 4 in. concrete 2.8 SY – 8 in. concrete
52	(33.8242254, - 84.2329529)	Remove and construct sidewalk to match catch basin top elevation.	10 SY – 4 in concrete.

53	(33.8243789, - 84.2330642)	Remove and replace damaged sidewalk.	23.4 SY – 4 in concrete.
54	(33.8245925, - 84.2328503)	Remove and construct sidewalk to match catch basin top elevation.	36.2 SY – 4 in concrete.
55	(33.8244446, - 84.2327685)	Remove and replace damaged sidewalk.	66.7 SY – 4 in concrete.
56	(33.823896, - 84.232460)	Remove and construct sidewalk to match catch basin top elevation.	4.5 SY – 4 in. concrete
57	(33.8238338, - 84.2324097)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	4.4 SY – 4 in. concrete 9.5 SY – 8 in. concrete
58	(33.8237675, - 84.2323856)	Restripe crosswalk with white thermoplastic.	130 LF – 8 in. striping
59	(33.819440, - 84.231122)	Replace “Fire Truck Ahead” sign and pole.	6.25 SF-area of sign
60	(33.8237099, - 84.2323531)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	3.3 SY – 4 in. concrete 9.5 SY – 8 in. concrete
61	(33.8236519, - 84.2323283)	Remove and replace damaged sidewalk.	1.2 SY – 4 in concrete.
62	(33.8233778, - 84.2321797)	Remove and construct sidewalk to match catch basin top elevation.	6.7 SY – 4 in concrete
63	(33.8233079, - 84.2320989)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	3.3 SY – 4 in. concrete 9.5 SY – 8 in. concrete
64	(33.823246, - 84.232103)	Restripe crosswalk with white thermoplastic.	145 LF – 8 in. striping
65	(33.8231884, - 84.2320554)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	7.2 SY – 4 in. concrete 9.5 SY – 8 in. concrete
66	(33.8229921, - 84.2319672)	Remove and replace damaged sidewalk.	1.2 SY – 4 in concrete.
67	(33.8228679, - 84.2318743)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	4.4 SY – 4 in. concrete 9.5 SY – 8 in. concrete
68	(33.822806, - 84.231869)	Restripe crosswalk with white thermoplastic.	130 LF – 8 in. striping
69	(33.8227461, - 84.2318565)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	7.2 SY – 4 in. concrete 9.5 SY – 8 in. concrete
70	(33.8224453, - 84.2317181)	Remove and construct sidewalk to match catch basin top elevation.	6.7 SY – 4 in concrete.
71	(33.822403, - 84.231683)	Remove and construct sidewalk to match catch basin top elevation.	8.4 SY – 4 in concrete.
72	(33.8223289, - 84.2316239)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	4.4 SY – 4 in. concrete 9.5 SY – 8 in. concrete
73	(33.822251, - 84.231589)	Restripe crosswalk with white thermoplastic.	130 LF – 8 in. striping
74	(33.8221963, - 84.2315535)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	4.4 SY – 4 in. concrete 9.5 SY – 8 in. concrete
75	(33.8220470, - 84.2314777)	Remove and construct sidewalk to match catch basin top elevation.	13.4 SY – 4 in concrete.
76	(33.8219802, - 84.2314348)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type D).	10.6 SY – 4 in. concrete 2.8 SY – 8 in. concrete
77	(33.821920, - 84.231396)	New crosswalk: Apply paint for striping.	150 LF – 8 in. striping
78	(33.821811, - 84.231351)	Remove and reconstruct sidewalk including transition areas; install two ADA Ramps (Type D).	19.4 SY – 4 in. concrete 5.6 SY – 8 in. concrete
79	(33.821710, - 84.231289)	New crosswalk with thermoplastic striping.	150 LF – 8 in. striping

80	(33.821597, - 84.231255)	Remove and reconstruct sidewalk including transition areas; install two ADA Ramps (Type D).	22.2 SY – 4 in. concrete 5.6 SY – 8 in. concrete
81	(33.821477, - 84.231205)	New crosswalk: Apply paint for striping.	150 LF – 8 in. striping
82	(33.8214119, - 84.2311857)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	3.3 SY – 4 in. concrete 9.5 SY – 8 in. concrete
83	(33.8210769, - 84.2311069)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	1.7 SY – 4 in. concrete 9.5 SY – 8 in. concrete
84	(33.820992, - 84.231087)	New crosswalk: Apply paint for striping.	130 LF – 8 in. striping
85	(33.8209276, - 84.2310737)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	10 SY – 4 in. concrete 9.5 SY – 8 in. concrete
86	(33.8207384, - 84.2310871)	Remove and replace damaged sidewalk.	8.4 SY – 4 in concrete
87	(33.820551, - 84.231092)	Restripe crosswalk with white thermoplastic.	180 LF-8 in striping
88	(33.8203852, - 84.2311122)	Remove and replace damaged sidewalk.	1.7 SY – 4 in concrete
89	(33.8201315, - 84.2311149)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	3.3 SY – 4 in. concrete 9.5 SY – 8 in. concrete
90	(33.820062, - 84.231127)	Restripe crosswalk with white thermoplastic.	130 LF – 8 in. striping
91	(33.8199724, - 84.2311451)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	7.8 SY – 4 in. concrete 9.5 SY – 8 in. concrete
92	(33.8198479, - 84.2311585)	Remove and replace damaged sidewalk.	11.7 SY – 4 in. concrete
93	(33.821793, - 84.231353)	Remove & reconstruct curb and gutter.	5 LF (Type: - 2)
94	(33.8196889, - 84.2311333)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	7.8 SY – 4 in. concrete 9.5 SY – 8 in. concrete
95	(33.819621, - 84.231136)	Restripe crosswalk with white thermoplastic.	160 LF – 8 in. striping
96	(33.8195407, - 84.2311330)	Remove and reconstruct sidewalk including transition areas; install an ADA ramp (Type B).	6.1 SY – 4 in. concrete 9.5 SY – 8 in. concrete
97	(33.8193117, - 84.2311122)	Remove and replace damaged sidewalk.	8.4 SY – 4 in. concrete

Summation of Quantities:

- 1) Total Concrete Sidewalk (4 in) in Square Yard: 563 SY.
- 2) Total Concrete Sidewalk (8 in) in Square Yard: 282 SY.
- 3) Total Area of Concrete Grinding in Square Feet: 40 SF.
- 4) Total Crosswalk Striping with Paint in Linear Feet: 650 LF.
- 5) Total Crosswalk Striping with White Thermoplastic in Linear Feet: 2345 LF.
- 6) Total curb and gutter in Linear Feet: 5 LF.
- 7) Total Square Feet Area of Sign: 19 SF.

CONTRACT BETWEEN OWNER & CONTRACTOR

This Agreement ("Contract") made and entered into this ____ day of _____, 20____, by and between the **CITY OF CLARKSTON** ("City"), and **CONSTRUCTION 57, INC.** ("Contractor"). Owner and Contractor mutually agree to the terms and conditions set forth herein shall govern the performance of the work contemplated by this Contract, which is the Project known as: **PEDESTRIAN IMPROVEMENT PROJECTS**

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

1. **SCOPE OF WORK.** Contractor agrees to furnish all labor, materials and equipment required to complete the work described in EXHIBIT A hereto (the "Work") and that said Work shall be performed in accordance with all plans, specifications and other Contract Documents attached hereto.
2. **PRICE AND PAYMENT** Owner agree to pay Contractor for the strict performance of the Work, a sum not to exceed two hundred thirty-three thousand four hundred fifty-seven dollars (\$233,457.00). The price of units or phases of the Work is reflected in EXHIBIT B hereto. This Contract Price is subject to adjustments for changes in the work as may be agreed to by the Owner and the Contractor pursuant to the terms of this Contract. Payment shall be made based on progress of the completed Work, with Contractor to invoice owner monthly for work completed and accepted by Owner.
3. **ENTIRE AGREEMENT.** This agreement represents the entire agreement between Contractor and Owner regarding the Project and supersedes any prior written or oral agreements or representations as to that work.
4. **TIME.** Time is of the essence of this agreement. The progress and completion schedule are reflected in EXHIBIT C hereto. Contractor's performance of the Work shall conform to said schedule, including any changes to that schedule agreed to between Owner and Contractor or required by circumstances beyond Contractor's control.
5. **DIFFERING SITE CONDITIONS.** Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing of any:
 - a. Material that the contractor believes may be material that is hazardous waste, or a toxic pollutant or other substance, the handling of which may subject Contractor to legal liability.
 - b. Subsurface or latent physical conditions at the work site differing from those indicated in the Contract; or
 - c. Unknown physical conditions at the work site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.The Owner shall promptly investigate. If the Owner finds that the worksite conditions do materially differ, or involve hazardous waste or toxic pollutants, Owner and Contractor shall mutually agree on a plan to address said conditions, including an equitable adjustment(s) to the Contract price and/or schedule, as may

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

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

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

13. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless Owner against all claims, demands, lawsuits and liabilities arising out of or connected to property damage or personal injury to the extent caused, or alleged to be caused, by the negligence of Contractor or its subcontractors, suppliers, employees, agents or representatives.
14. **INSURANCE.** See EXHIBIT D
15. **CHOICE OF LAW AND VENUE.** This Contract is made and performed in DeKalb County, Georgia and is subject to the laws of the State of Georgia. Venue for any legal action arising out of this Contract shall be in the State or Superior Courts of DeKalb County, Georgia.
16. **STANDARD OF CARE.** Contractor and its agents, employees and subcontractors shall perform the Work for Owner with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. The Work shall be of good quality and in conformance with the Contract documents.
17. **ASSIGNMENT.** This Contract may not be assigned by Contractor without the prior written consent of Owner.
18. **SECURITY AND IMMIGRATION COMPLIANCE.** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("E-Verify"). The Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on Exhibit E, attached hereto and incorporated herein.

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

CITY OF CLARKSTON

CONTRACTOR

City of Clarkston
1055 Rowland Street
Clarkston, GA 30021

Construction 57, Inc
809 Park North Blvd
Clarkston, GA 30021

Beverly H. Burks, Mayor

Name &
Title

BY
(sign)

Date

Contractors
License No.

Approved as to form: Stephen Quinn, City Attorney

EXHIBIT A

SCOPE of WORK

The Contractor will require the Offeror to provide all labor, administrative forces, equipment, materials, and other incidental items to complete all required work. The Contractor will undertake demolition of existing sidewalks, driveways, sidewalk pedestrian ramps including construction of new sidewalks and ADA ramps, resetting granite header curb, concrete driveway aprons, porous concrete, tree protection and maintenance, crosswalk striping, grinding sidewalk joints, new street signs, grading and all related materials associated with the Pedestrian Improvement Projects.

The Contractor shall promptly commence the work with adequate force and equipment within five (5) calendar days from receipt of Notice to Proceed or as may be specified by Special Provision. All work shall be completed within 60 calendar days prior to the Notice to Proceed (NTP).

The City will prepare a punch list within five (5) days after the Contractor notifies the project is complete for the City to perform a final inspection, with the Contractor(s).

CONTRACTOR REQUIREMENTS

The (Prime) contractor shall:

- A. GDOT pre-qualified
- B. Perform a minimum of 60% of work outlined
- C. Be responsible for the cost of setting their own grades to ensure construction fits existing field conditions.
- D. Furnish and maintain all necessary barricades around the work and provide protection against water damage and erosion.
- E. Furnish sufficient lights, signs and traffic control methods shall be installed for the protection and safety of the public and maintained as necessary throughout the duration of the construction project. All signage and traffic control shall conform to the 2010 Manual of Uniform Traffic Control Devices (MUTCD).
- F. Contact City Project Manager/Engineer to field verify any new construction items prior to placement.
- G. Contact 811 to identify underground utilities prior to work commencement.
- H. Notify, coordinate, and adjust all water utility infrastructure in accordance with DeKalb County Watershed per their requirements.
- I. Be responsible for coordinating with a materials testing agency for concrete materials testing at their own expense. The City will not be responsible for the costs associated with this testing.

SPECIFICATIONS & REQUIREMENTS

- A. Traffic & pedestrian control shall be performed in accordance with the MUTCD. A traffic control plan shall be provided to the City Project Manager/Engineer for

- approval one (1) week prior to work commencement. This includes a pedestrian access plan for sidewalk closures.
- B. This project requires that pedestrian access on Church Street and Brockett Road be available within the project limits during the entire project duration. Traffic and pedestrian control plans submitted to the City Project Manager/Engineer shall reflect an implementation plan to ensure this is adhered to.
 - C. High Early Strength concrete shall be used for all sidewalk work.
 - D. Sidewalks shall not be available for at least six (6) hours after placement or until which time the concrete has "set" to allow pedestrian use without damage to the surface of the recent concrete pour.
 - E. All driveway concrete shall be Type III High Early Strength with fiber reinforcement with a minimum compressive strength of 3500 psi after 28 days is required.
 - F. At no time during the project construction shall any pedestrian path within the project limits not be a hard surface at the conclusion of each workday. Any concrete sidewalk removed and unable to be poured the same day must be available for pedestrian access. Use of plywood, stone, etc. in addition, ADA accessible must be utilized whenever a concrete surface is unavailable.
 - G. Grading Complete (Lump Sum shall include the following tasks and mobilization):
 - a. Demolition and haul-off of all existing sidewalks, concrete driveways, curb and gutter and existing asphalt.
 - b. Saw cut existing asphalt driveway (3921 Church Street) to ensure a smooth joint between the asphalt parking lot pavement and new concrete pavement.
 - c. Saw cut asphalt pavement on Church Street to allow for granite resetting.
 - d. Saw cutting end of granite sections as necessary to meet separation of adjoining granite curb sections.
 - e. Soil backfills or existing soil materials shall be compacted with a minimum of 90% standard proctor to ensure proper sidewalk grades and cross slopes in accordance with ADA.
 - f. Grind concrete at various sidewalk joints to eliminate changes in elevation where settlement has occurred.
 - i. Refer to project maps for locations.
 - ii. The approximate area of grinding is 40 SF
 - H. Granite curb that abuts each new concrete apron at Church St driveways shall be tapered/cut at 45 degree angle to ensure no conflicts with driver access. These granite curb sections shall be existing granite curb City will provide granite curb as necessary.
 - I. Reset granite curb shall have a 6-7-inch curb reveal. Granite sections shall abut with no greater than a 1/8-inch separation. Use of concrete saws to blade a smooth surface to achieve this maximum separation may need to occur and at no additional cost to the city.
 - J. Porous concrete mix design shall be submitted to the City Project Manager/Engineer for approval. (see Attachment C)
 - K. The Contractor should review and seek quotes from qualified tree service companies to adhere to the recommendations outlined in the Tree Prescription Report from

Canopy Consultants. (see Attachment A) This cost should be included in your bid package.

- L. It shall be the responsibility of the Contractor to determine the estimated time for relocation and adjustment of facilities of all utility companies and to consider in his bid all such relocations and adjustments.
- M. New sidewalk elevations shall match existing elevations unless ADA requirement is not met. If ADA is not satisfied by matching existing grades, the Contractor shall notify the City Project Manager/Engineer who will provide specific guidance to the Contractor on any Scope of Work modifications.
- N. Sidewalk construction joints shall be 5 ft. OC. with construction joints of the same dimension also incorporated into the driveway re-construction.
- O. Isolation (expansion) joints shall be used where the sidewalk abuts existing structures (walls, brick pavers, concrete curb and gutter, asphalt pavement, etc.) or between a new concrete pour and a prior day concrete pour.
- P. The cost for any retesting due to deficient materials or test results not satisfying the minimum compressive strength requirements for sidewalk and driveway construction will also be borne by the Contractor. The frequency of testing will be one set of five (5) cylinders per every 100 SY of sidewalk concrete placed and one (1) set of three (3) cylinders required for each driveway apron concrete pour.
- Q. All driveway concrete aprons to be 4000 psi mix with fiber reinforcement
- R. Reinforcement (#3) bars steel shall be placed in all ADA ramps to be placed at the direction of the City Project Manager/Engineer.
- S. Footprint of street benches/waste receptacle and tree installations at the direction of the City Project Manager/Engineer.
 - a. Each slab to be 10 ft. x 10 ft. with 5 ft. construction joints on-center in transverse and longitudinal directions with wire mesh.
 - b. See Attachment B
- T. Trees should be purchased by a state-certified nursery with purchase tickets provided to the City Project Manager/Engineer. The trees are required to contain at least a one year tree warranty that will commence upon approval of the completed punch list. The tree locations will be at the direction of the City Project Manager/Engineer.
- U. The tree species shall be:
 - a. Southern Sugar Maple (*Acer floridanum*/ *Acer saccharum* ssp. *Floridanum*) -2,
 - b. Maple - Trident *Acer buergerianum* - 2;
 - c. Crape myrtle *Lagerstroemia indica*; purple (single stem) - 4.
 - d. Three (3) inch caliper trees to be balled & burlapped.

REQUIRED SITE WORK

The Contractor shall display fabricated traffic control signage at designated street locations, at the direction of the City Project Manager/Engineer, to include the following:

- A. "Clarkston Pedestrian Improvement Project for You!"
- B. 2 ft. x 2 ft. - two-sided metal or non-metal signs.
- C. Sign installations shall occur a minimum of three (3) days before work commences.

- D. All signs to be removed once the project punch list is completed.
- E. City to provide city logo and color scheme to the contractor.

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

ATTACHMENT(s)

- 1. Attachment A - Tree Prescription Report
- 2. Attachment B - Bench and waste receptacle (Exhibit R)
- 3. Attachment C - Gradations Porous Concrete Sidewalk
- 4. Attachment D - Project #1 Brockett Road Streetscape
- 5. Attachment E - Project #2 Church Street Streetscape

ADDITIONAL INFORMATION

- A. AIA Document A310 Bid Bond (5%).
 - 1. The City does not provide this form, the bidder must include it in bid package.
 - 2. Surety must have a current A.M. Best rating of "A" (Excellent).
- B. 100% Performance & Payment Bond, required from awardee(s), unless otherwise.
- C. Liquidated damages of \$250.00/day will be assessed for every consecutive calendar day for which the completion of the project is delayed beyond the 60 calendar days; except for quantifiable weather events.
- D. Utilities shown on the maps are for informational purposes only and no actual underground locations were performed. The Contractor shall investigate and draw their own conclusion(s) regarding locations, depths, sizes and types. Any damage to existing utilities shall be at the sole expense of the Contractor.
- E. Normal workdays shall be between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, 8:00 a.m. and 5:00 p.m. on Saturdays, not Sundays, or major holidays. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on Sundays or national holidays.
- F. The Contractor shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The contract awardee will need to file with the City of Clarkston projects.

ADDENDUM ACKNOWLEDGEMENT

- 1. ADDENDUM No. 1
- 2. ADDENDUM No. 2
- 3. ADDENDUM No. 3
- 4. ADDENDUM No. 4
- 5. ADDENDUM No. 5
- 6. ADDENDUM No. 6

EXHIBIT B
CONTRACTOR'S COST PROPOSAL
(ATTACHED)

Form of Proposal

To: City of Clarkston
Clarkston, GA 30021

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

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

Proposal Submitted By:

Company Name	CONSTRUCTION 57 INCORPORATED
Address	809 PARK NORTH BOULEVARD
City, State, Zip	CLARKSTON GA - 30021
Phone	404 514 8901
Email	Wale.Osho@gmail.com
Website	www.construction57.com
Print/Type Name	OLUSEGUN OSHO
Signature	
Title	PRESIDENT
Date	12/17/2024

COST of PROPOSAL

Bidding Company: CONSTRUCTION 57 INCORPORATED

Company Rep: OLUSEGUN OSHO

Project Name: PEDESTRIAN IMPROVEMENT PROJECTS - 122324

ITEM NO.	DESCRIPTION	U/M	QTY	UNIT PRICE	LUMP SUM
150-1000	TRAFFIC CONTROL	LS	1	10000	10000
210-0100	GRADING COMPLETE	LS	1	70000	70000
310-1101	GR AGGR BASE CRS, INCL MATL	TN	14	40	560
430-0160	PLAIN CONC; CL1 CONC, 6 IN THK ⁽⁷⁾	SY	33	60	1980
441-0018	DRIVEWAY CONCRETE, 8 IN ⁽⁶⁾	SY	75	90	6750
441-0104	CONC SIDEWALK, 4 IN.	SY	773	39	30147
441-0108	CONC SIDEWALK, 8 IN. THICK (ADA PEDESTRIAN RAMP W/ YELLOW TRUCATED DOMES)	SY	299	100	29900
441-6012	CONC TYPE CURB & GUTTER, 6 IN X 24 IN	LF	5	18	90
500-9999	CLASS B CONCRETE BASE (for granite reset)	CY	35	350	12250
511-1000	BAR REINF STEEL (#3 bars) (to be placed in the ramps)	LB	100	5	500
611-5280	RESET GRANITE CURB ⁽¹⁾	LF	344	20	6880
754-4000	WASTE RECEPTACLE UNIT ⁽⁴⁾	EA	3	3000	9000
754-5000	BENCH (5 FT) ⁽⁴⁾	EA	3	4500	13500
NA	POROUS CONCRETE SIDEWALK ⁽²⁾	SY	12	180	2160
NA	TREE MAINTENANCE AND ROOT PRUNING ⁽³⁾	LS	1	2500	2500
NA	LANDSCAPING (tree installations) ⁽⁵⁾	LS	1	10000	10000
EROSION CONTROL					
161-1000	EROSION CONTROL	LS	1	500	500
700-9300	SOD (Bermuda - Tifway 419)	SY	120	12	1440

SIGNING AND MARKING					
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	5	35	175
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	25	35	875
636-2030	GALV STEEL POSTS, TP 3	LF	10	25	250
636-2070	GALV STEEL POSTS, TP 7	LF	60	25	1500
652-2801	SOLID TRAFFIC STRIPE, 8 IN, WHITE	LF	650	4.00	2600
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	2,475	4.00	9900
	CONTINGENCY (at City's discretion)	LS	LUMP		\$10,000.00
GRAND TOTAL					\$233,457.00

NOTES:

- (1) 6 - 2 ft. sections of granite curb shall be cut at 45-degree angle at each driveway apron on Church Street. The cost for this is included in the Unit Price of Reset Granite Curb.
- (2) Refer to Attachment C - Gradations Porous Concrete Sidewalk. Mix design provided to the city for approval
- (3) Refer to Attachment A - Tree Prescription Report, for tree protective measures and recommendations
- (4) Refer to Attachment B - Bench and waste receptacle (Exhibit R) specifications.
- (5) Two - 3-inch caliper trees to be installed at each bench pad. Total of 8 trees. Tree species are: Southern Sugar Maple (Acer floridanum/ Acer saccharum ssp. Floridanum) -2, Maple - Trident Acer buergerianum - 2; Crape myrtle Lagerstroemia indica; purple (single stem) - 4. Locations at the direction of the project engineer
- (6) Driveway concrete - 4000 psi mix with fiber mesh
- (7) Concrete slab for benches/waste receptacle; 10 ft. x 10 ft. each pad

SIGNATURE: _____

DATE: _____

12/17/2024

EXHIBIT C
TIME FOR COMPLETION OF THE WORK

Contractor hereby agrees to commence the Work on a date to be specified in the Notice to Proceed.

The total time for the Contractor to substantially complete this project shall not exceed sixty (60) calendar days from the date in the Notice of Proceed (NTP).

Normal workdays shall be between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, 8:00 a.m. and 5:00 p.m. on Saturdays, not Sundays, or major holidays. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis.

When the Contractor believes that the Work is substantially complete, the Contractor shall notify the City that the Work is ready for final inspection. The City shall perform a final inspection and provide the Contractor with either (1) a list of items to be completed or corrected by the Contractor, or (2) a Certificate of Substantial Completion.

The Work shall be considered substantially complete when all services required by this Agreement have been completed, inspected, and accepted by the City.

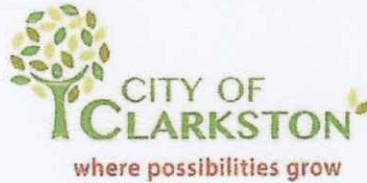
EXHIBIT D
RISK MANAGEMENT REQUIREMENTS

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

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

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

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



Primary Contractor E-verification Affidavit

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

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

372698

Federal Work Authorization User Identification Number (not Taxpayer ID)

11-16-10

Date of Authorization

CONSTRUCTION 57 INCORPORATED

Legal Business Name of City of Clarkston Contract Holder/Applicant

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

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

Executed on 17TH DECEMBER 2024 in CLARKSTON (city) GA (state)

[Signature]
Signature of Authorized Owner/Officer

OLUSEGUN OSHO PRESIDENT
Printed Name and Title of Authorized Owner/Officer

[Signature]
NOTARY PUBLIC

My Commission Expires: 09/17/2026



CITY OF CLARKSTON

ITEM NO: 71

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: January 14, 2025

SUBJECT: To approve a resolution authorizing a contract to the most responsive and responsible bidder, Magnum Paving, for the SPLOST II 2024 LMIG Street Resurfacing Project Citywide in the amount of \$1,071,903.48 to be funded out of SPLOST II Fund.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages: TBD

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

PURPOSE: Present to City Council the low bid in the amount of \$1,071,903.48, as submitted by Magnum Paving, to provide resurfacing on 20 streets as previously approved in the SPLOST II Resurfacing Program and related tasks as specified in the SPLOST II 2024 LMIG Street Resurfacing Invitation-to-Bid package

NEED/ IMPACT: Council previously approved SPLOST II funding for the 2024 Resurfacing Program.

RECOMMENDATION: Staff spoke to Magnum Paving references and encountered no negative responses.

Staff prepared an engineering estimate of \$1,108,000 in the fall of 2023 for SPLOST II budget purposes. The estimate was within .3% of the low bid.

The allocation of costs to the SPLOST II program for the Resurfacing Project is less than the bid amount of \$1,071,903.48; as shown in the following:

LMIG 2023 – city received \$93,532.50
LMIG 2024 – city received \$110,910.68
2024 Local Road Assistance - \$137,335.85
TOTAL: \$341,779.03

SPLOST II Funding: \$1,071,903.48 - \$341,779.03 = \$730,123.97. This was presented to council in the summer of 2024.

If approved by Council, the following subsequent steps will occur:

- Procurement will obtain signatures on the contract for execution
- Magnum Paving will obtain Payment & Performance bonds
- Staff will schedule a pre-construction meeting on-site, issue a NTP in early January and weather permitting, begin in January.
- Staff included stipulations in the contract for residents on the resurfaced roads to be notified a minimum of 48 hours in advance of work commencing. Contractor is also responsible for the installation of sales tax signage at the beginning & end of each road. Clarkston Communications will be provide the verbage to be used on the signage. Contractor responsible for fabrication and installation costs
- Weather permitting, all work should be accomplished within 90 days
- City will require an invoice from the contractor before the end of January for inclusion with the 2025 LMIG application due by February 1st, 2025.



ADVERTISEMENT for CONSTRUCTION SERVICE

ITB – 2024 LMIG STREET RESURFACING - 122324

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

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

Proposals will be received no later than Monday, December 23, 2024, at 9:30 am (EST). Proposals received after the above date and time or in any other location will not be considered.

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

Timeline

Question, Answer and Clarification Deadline (Submit using BidNet Question & Answers portal - ONLY)	Dec. 17, 2024	12:00 pm (EST)
All/Any Addendum(s) published to City's website no later than	Dec. 20, 2024	4:00 pm (EST)
BidNet Direct Received Proposals Opened	Dec. 23, 2024	9:45 am (EST)

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

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

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

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

In-person, fax, email or late proposals will not be recognized.



BID INFORMATION

SCOPE OF WORK

PURPOSE

The City of Clarkston (City) is accepting sealed proposals from qualified companies interested in providing street resurfacing construction services for the 2023-2024 LMIG (Local Maintenance Improvement Grant), LRA (Local Road Assistance) & SPLOST II Street Resurfacing Program.

The City reserves the right to select any or all portions of the streets listed based on available funding for the 2024 Local Maintenance and Improvement Grant (LMIG) street resurfacing project.

SCOPE of WORK

The Contractor shall furnish all materials, equipment, and labor to complete the required asphalt milling, patching, resurfacing and striping as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City Project Manager/Engineer unless otherwise specified.

The Contractor(s) must be able to start work within ten (10) calendar days after the Notice to Proceed (NTP) is issued. The time of completion for the project is ninety (90) calendar days from the date of the NTP. The City and Contractor will negotiate a new completion date if the weather affects the required completion schedule. Section 108.08 of the State of Georgia Department of Transportation Standard Specifications Construction of Transportation Systems (current edition) shall be applied. See attached 2024 SPLOST II Asphaltic Concrete Resurfacing bid package Quantity Table for locations

Any problems encountered with equipment or materials, or labor shall be corrected by the contractor at “NO” additional expense to the City of Clarkston. All resurfacing projects shall also be warranted for one (1) year after completion.

SPECIFICATIONS & REQUIREMENTS

- A. All existing/non-existing striping to be restripe with thermo-plastic material, turn arrows, and stop bars, on each streets resurfacing project list, this should be included in the lump sum price. Linear lines shall be thermo-plastic material to be used for all turns arrows, center lines, stop bars, crosswalks, edge lines, words symbol, bike lanes.
- B. Permanent Pavement markings must be installed no sooner than 15 days after paving but no later than 30 days. If the contractor fails to meet these requirements, the City will remove these items from the contract and deduct from the contract any additional costs incurred by the City regarding completing this work.
- C. All Crosswalks shall be remarked with marking tape IMMEDIATELY upon milling or placement of asphalt. If the contractor fails to meet these requirements, the City will remove

these items from the contract and deduct from the contract any additional costs incurred by the City regarding completing this work.

- D. All warning and advance signs are to be in place within 24 hrs. in advance alerting motorists and the citizens of Clarkston that a street resurfacing activity will take place. The signage shall display the always begin and end date. Temporary reflective tape shall be used on each individual listed street.
- E. The Contractor shall have a certified flag person always present on site actively directing traffic.
- F. The Contractor must provide a 24-hour clean-up service when each project is completed.
- G. All drainage structures within the limits of each project listed will be maintained throughout the duration of the project. If any debris enters drainage structures as a result of resurfacing or milling operation, the Contractor will be cleaned out at no additional cost to the City.
- H. The plant mix materials from which the asphaltic pavement is manufactured and the plant at which it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (GDOT), Standard specifications, Articles 820; 802; 883; 831; 828; and 882.
- I. Load tickets that meet Georgia Department of Transportation Specifications must accompany all delivered materials. The Contractor must supply copies of all asphalt tickets to the County on a daily basis. The JMF's shall be provided to the City Project Engineer for approval a minimum of fourteen (14) calendar days before resurfacing occurs.
- J. The standard edge mill width will be 6 feet. Existing pavement shall be milled at the gutter line to a depth equal to or greater than the depth of overlay to be installed at a minimum. The finished grade of the final asphalt at the gutter line shall be no higher than the existing finished grade or as directed by engineer.

CONTRACTOR REQUIREMENTS

The (Prime) contractor shall:

- A. Submit a bi-weekly schedule of work to be performed two (2) weeks in advance (e.g. a two-week look ahead).
- B. Perform a minimum of 60% of work outlined
- C. Furnish sufficient lights, signs and traffic control methods shall be installed for the protection and safety of the public and maintained as necessary throughout the duration of the construction project. All signage and traffic control shall conform to the 2010 Manual of Uniform Traffic Control Devices (MUTCD).
- D. The Contractor shall have a certified flag person always present on site actively directing traffic. The City will not provide Clarkston Police for traffic control.
- E. Obtain permission from any private property owner on whose property construction equipment may be parked.
- F. Secure the services of a GDOT qualified materials testing firm to perform all required tests. All material testing work shall be considered incidental to the rest of the work and no separate payment will be made. Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.
- G. All patching and undercut excavation project limits shall be identified by the on-site project engineer. Street Undercut Excavation & Patching, as described herein, shall apply

to the removal and replacement of failed areas, as indicated by the City Project Manager/Engineer. Work is intended to cover the removal and replacement of relatively small failed areas of pavement.

- H. At minimum conduct at Clarkston City Hall or on the project site one (1) overall contract pre-construction meeting to include the City Project Manager/Engineer, shortly after the contract award and one (1) additional meeting with the pavement marking subcontractor prior to pavement marking.

REQUIRED SITE WORK

The Contractor shall perform project housekeeping/clean-up daily. This includes sweeping and/or vacuuming for asphalt debris along the city streets and cleaning of driveways, if applicable. Street sweeping and/or vacuuming shall be completed within three (3) days of when street paving is completed.

The Contractor shall display fabricated traffic control signage at designated street locations, at the direction of the City Project Manager/Engineer, to include the following:

- A. "Clarkston Pedestrian Improvement Project for You!"
- B. 2 ft. x 2 ft. – two-sided metal or non-metal signs.
- C. Sign installations shall occur a minimum of three (3) days before work commences.
- D. All signs to be removed once the project punch list is completed.
- E. City to provide city logo and color scheme to the contractor.

ATTACHMENT(s)

- 1. 2024 LMIG Street Resurfacing Locations
- 2. 2024 SPLOST II Asphaltic Concrete Resurfacing - Quantity Table

ADDITIONAL INFORMATION

- A. AIA Document A310 Bid Bond (5%).
 - 1. The City does not provide this form, the bidder must include it in bid package.
 - 2. Surety must have a current A.M. Best rating of "A" (Excellent).
- B. 100% Performance & Payment Bond, required from awardee(s), unless otherwise.
- C. Normal workdays shall be between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, 8:00 a.m. and 5:00 p.m. on Saturdays, not Sundays, or major holidays. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on Sundays or national holidays.
- D. The Contractor shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The contract awardee will need to file with the City of Clarkston projects.
- E. The City prefers the same day or within 24 hours between milling and paving.

COST PROPOSAL

Bidding Company:

Company Rep:

Project Name:

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	LUMP SUM
150-1000	TRAFFIC CONTROL	LS	1		
151-1000	MOBILIZATION	LS	1		
210-0250	UNDERCUT EXCAVATION	CY	1,022		
310-1101	AGGR SURF CRS	TN	1,178		
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATERIAL & H LIME; 4 IN, 19 MM	TN	338		
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	5,361		
413-0750	BITUMINOUS TACK COAT; .10 GAL/SY	GL	4,834		
432-0206	MILL ASPH CONC PVMT, 1-1/2 IN DEPTH	SY	7,662		
432-0208	MILL ASPH CONC PVMT, 2 IN DEPTH	SY	40,674		
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	LF	1,150		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE (STOP BAR), 24 IN, WHITE	LF	432		
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	934		
999-0004	OWNERS CONTINGENCY (at city discretion)	LS	LUMP	-----	\$30,000.00
				GRAND TOTAL	

SIGNATURE: _____ DATE: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZES A CONTRACT TO THE MOST RESPONSIVE AND RESPONSIBLE BIDDER, MAGNUM PAVING, FOR THE SPLOST II 2024 LMIG STREET RESURFACING PROJECT CITYWIDE

* * * *

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

Section 1. That the City Council authorizes a contract to the most responsive and responsible bidder, Magnum Paving, for the SPLOST II 2024 LMIG Street Resurfacing Project Citywide to provide resurfacing on 20 streets as previously approved in the SPLOST II Resurfacing Program and related tasks in the amount of \$1,071,903.48 to be funded out of SPLOST II Fund. A copy of said contract is attached to this resolution as “Exhibit A” and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of January 2025.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A



Bid Open Final Tabulation

Solicitation:	ITB - 2024 LMIG STREE RESURFACING – 122324
Open Date:	December 17, 2024
Open Time:	9:45 am (EST)
Open Site:	City Hall Annex – BidNet Direct
Facilitator:	Willis Moody, Purchasing Consultant

	Company Name	Bid Amount (\$)	Identified Minority Class	Located within city limits	Previously worked w/CP
1	Magnum Paving	\$1,071,903.48	N	N	N
2	Stewart Brothers	\$1,114,639.94	N	N	Y
3	The Surface Masters, Inc	\$1,136,370.78	N	N	N
4	East Coast Grading	\$1,143,846.00	N	N	N
5	Triple R Paving	\$1,150,833.00	Y (HBE)	N	N
6	CW Matthews Contracting	\$1,157,134.97	N	N	Y
7	Vertical Earth, Inc	\$1,182,882.03	N	N	N
8	Blount Construction	\$1,194,187.63	N	N	N
9	DCBC LLC	\$1,451,111.11	N	N	N

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

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

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

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



2024 LMIG Street Resurfacing Locations

Overall Resurfacing Program



Casa Woods Ln (East) (From: - Casa Drive, To: -Cul-de-Sac)



ayers

Google Maps

Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024

United States

Terms

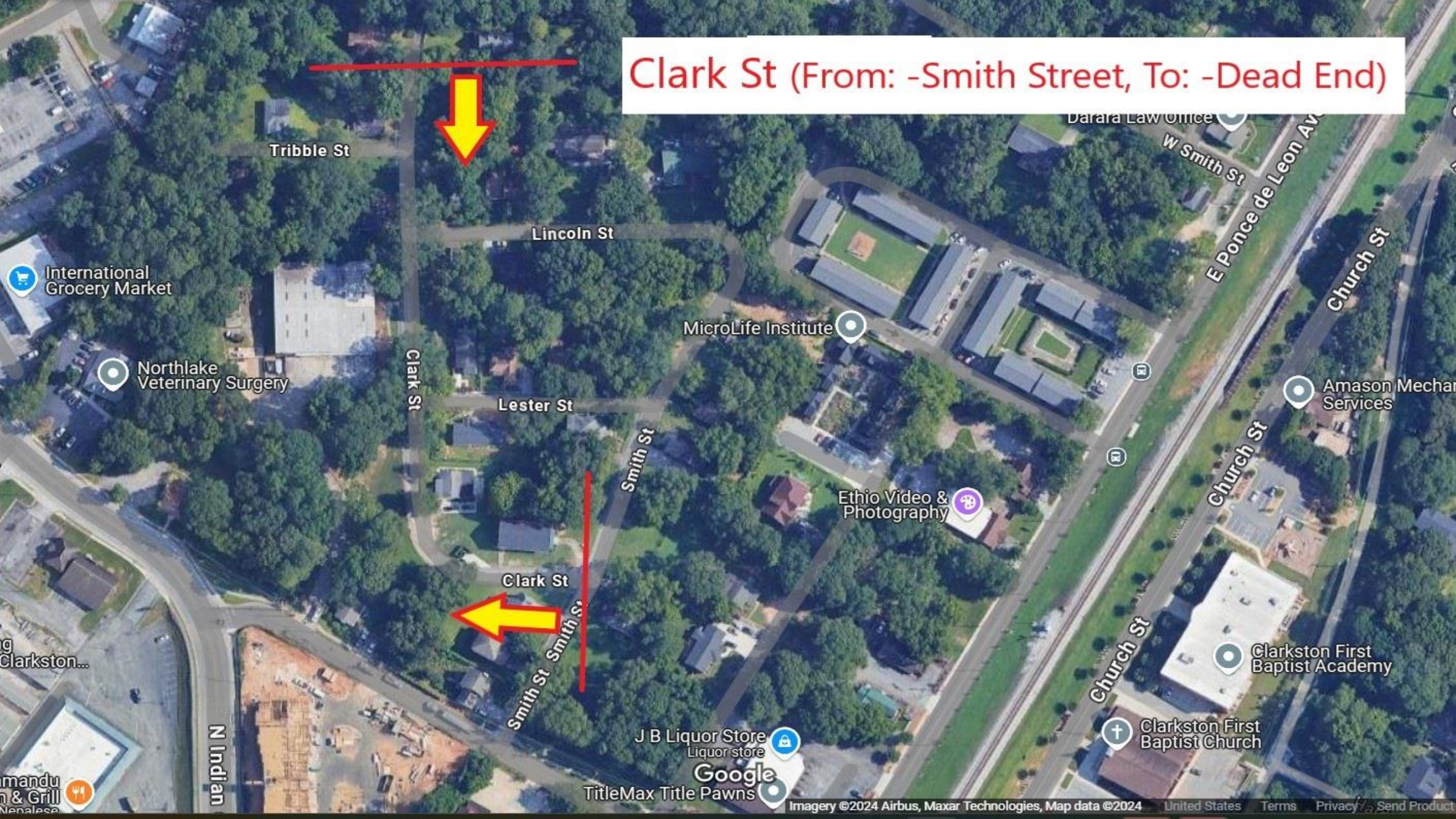
Privacy

Send Product

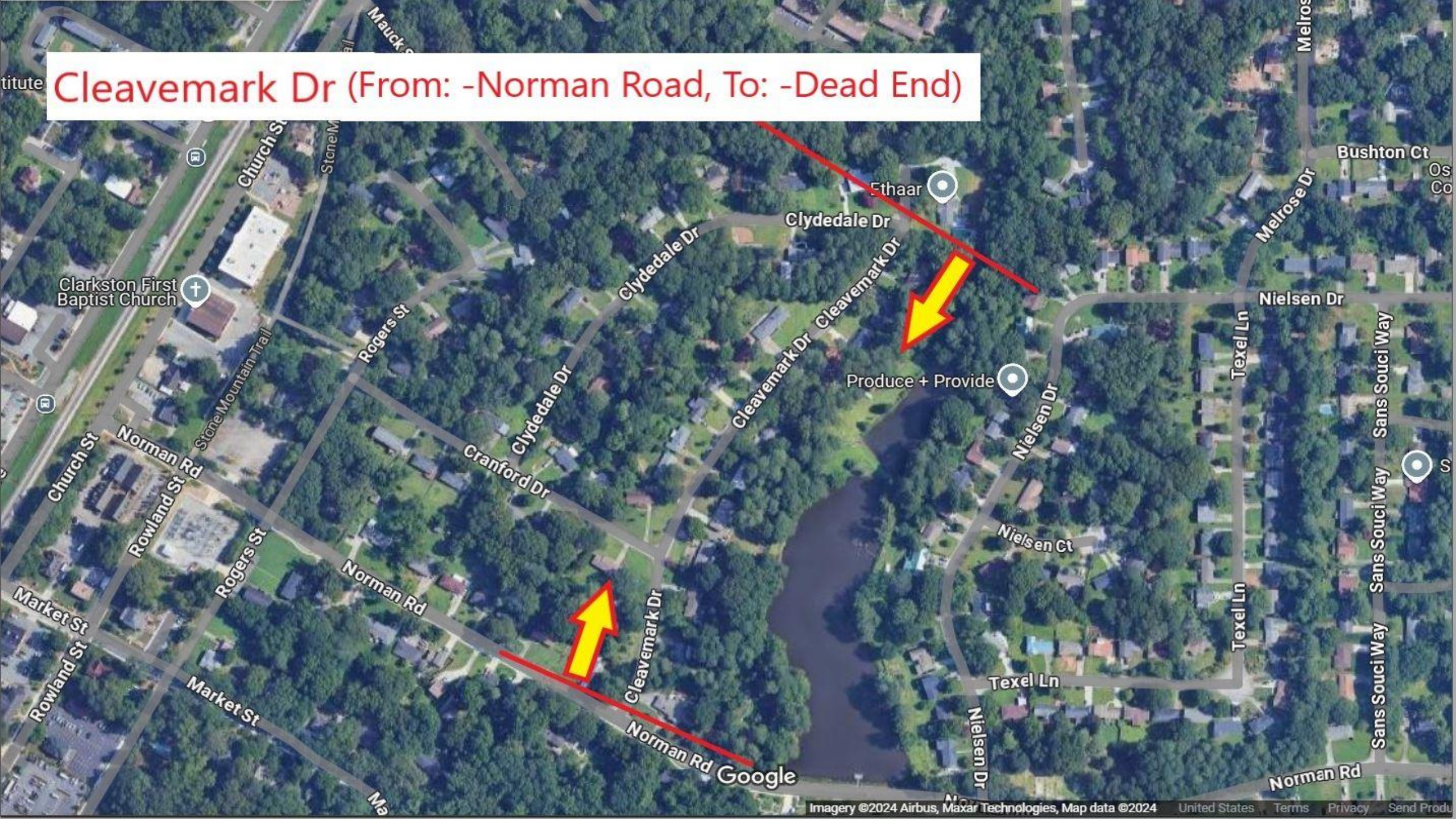
Casa Woods Ln (West) (From: -Casa Drive, To: -Cul-de-Sac)



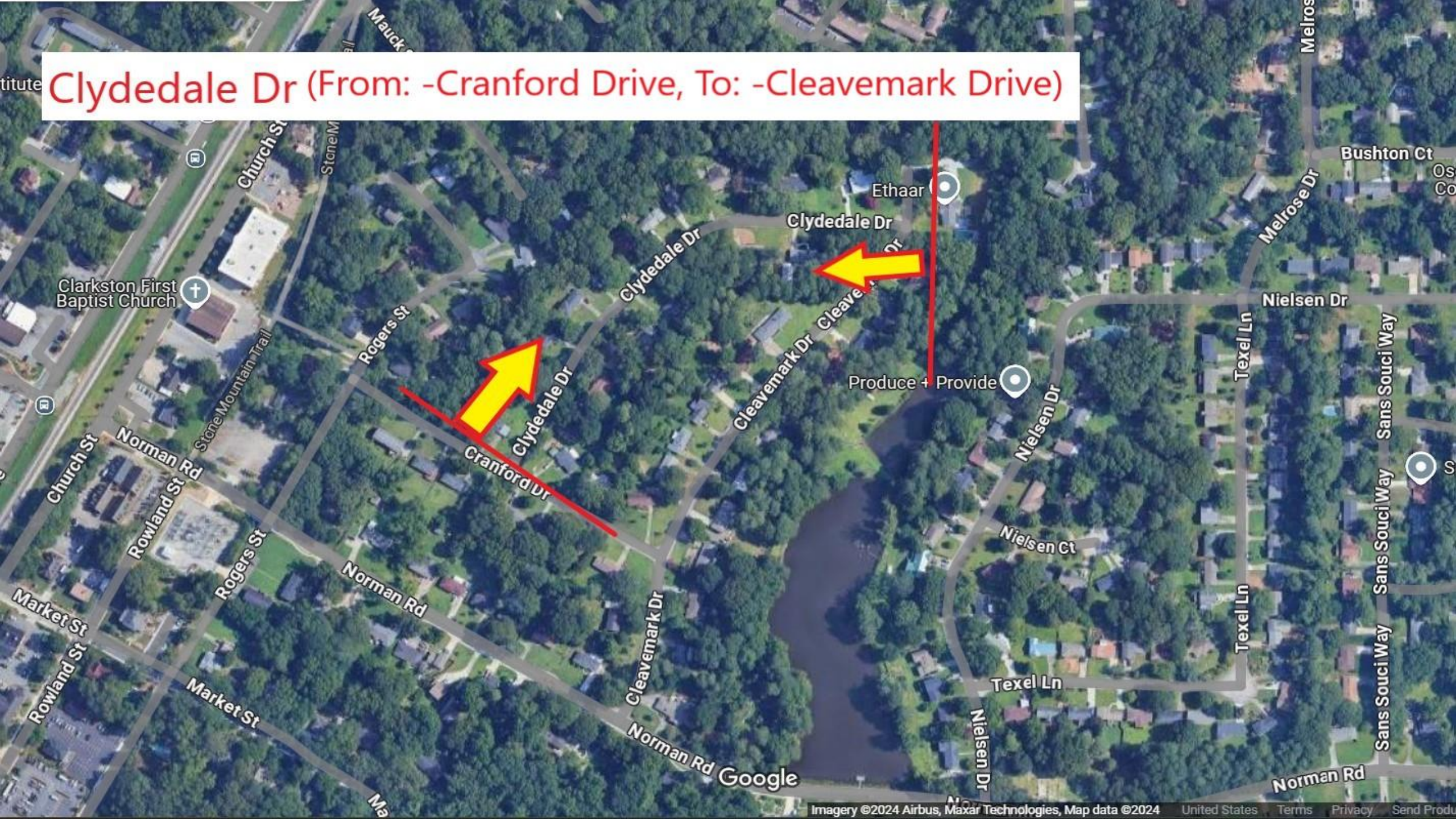
Clark St (From: -Smith Street, To: -Dead End)



Cleavemark Dr (From: -Norman Road, To: -Dead End)



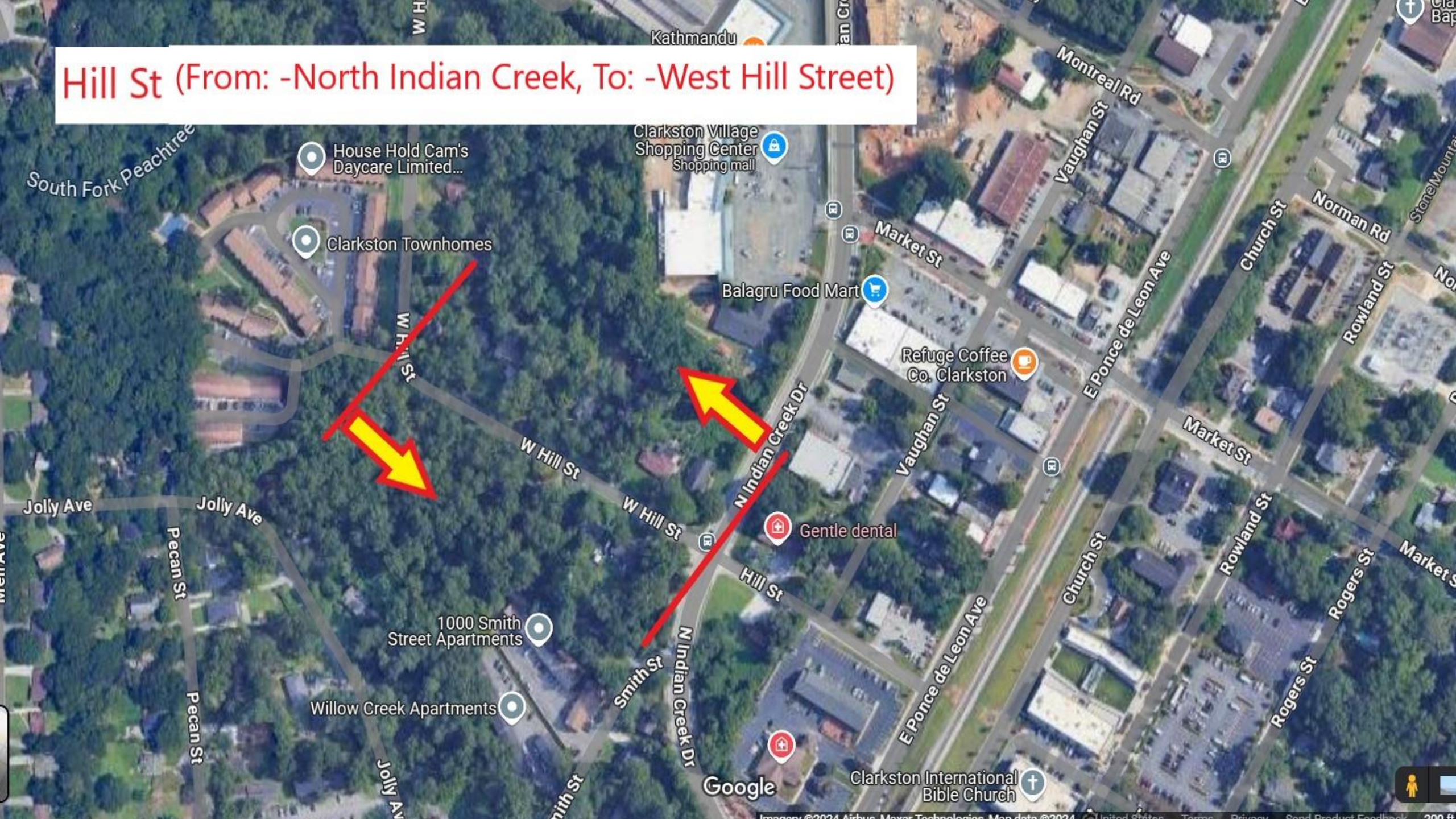
Clydedale Dr (From: -Cranford Drive, To: -Cleavemark Drive)



Cranford Dr (From: -Rogers Street, To: -Cleavemark Drive)



Hill St (From: -North Indian Creek, To: -West Hill Street)



Jolly Ave (North) (From: -East Ponce de Leon, To: -Mell Ave)



Jolly Ave (South) (From: -Rowland Street, To: -City Limits)



Google

Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024

United States

Terms

Privacy

Send Product Feedback

500 ft

Lester Road (From: -Clark Street, To: -Smith Street)



Lincoln St (From: -Smith Street, To: -Clark Street)



Tribble St

Lincoln St

Clark St

Lester St

Smith St

Clark St

Smith St

Smith St

N Indian

International Grocery Market

Northlake Veterinary Surgery

Darara Law Office

W Smith St

E Ponce de Leon Ave

Church St

Micro Life Institute

Ethio Video & Photography

Amason Mechanical Services

Clarkston First Baptist Academy

Clarkston First Baptist Church

J B Liquor Store

Liquor store

Google

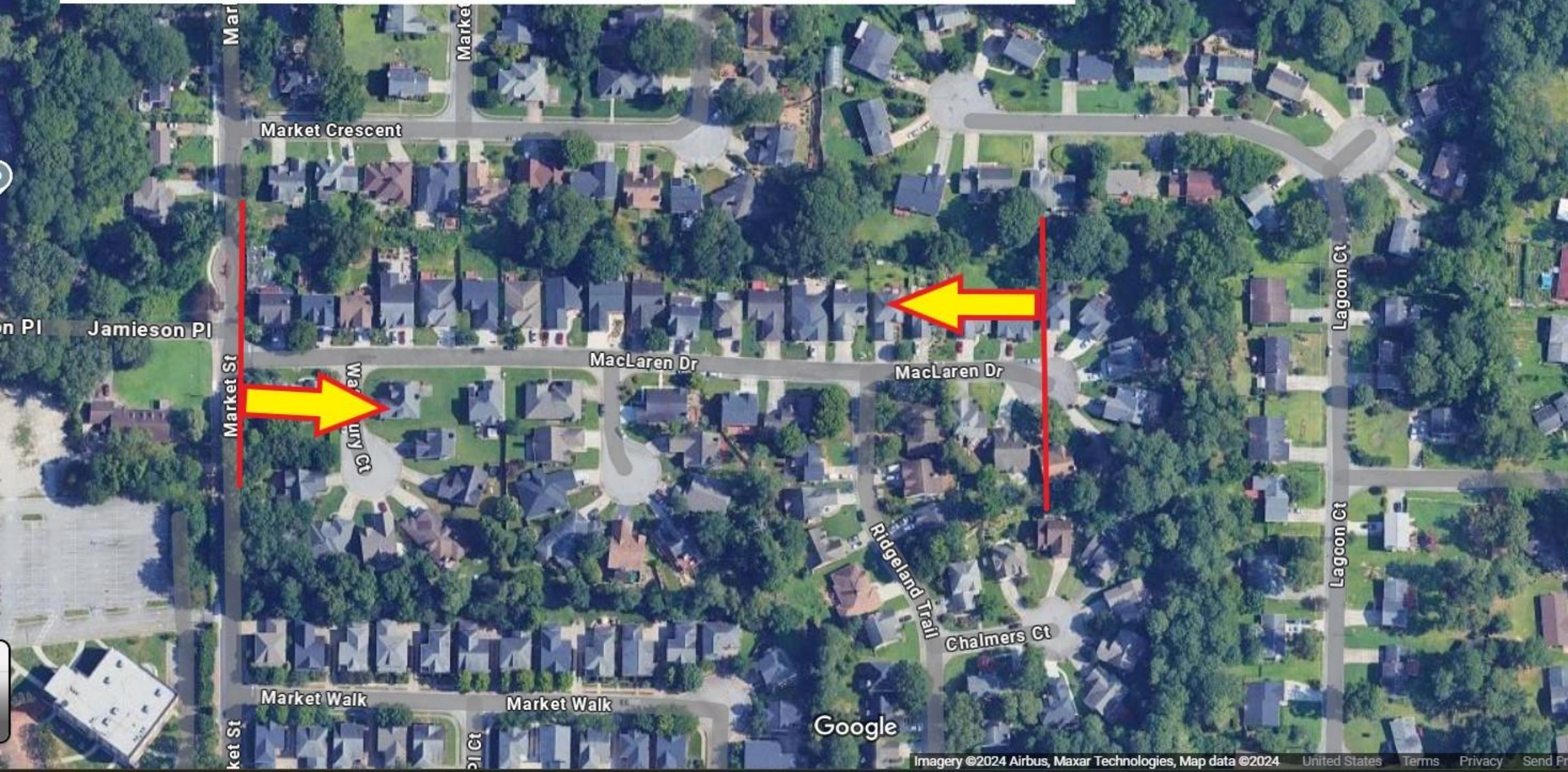
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Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 United States Terms Privacy Send Product

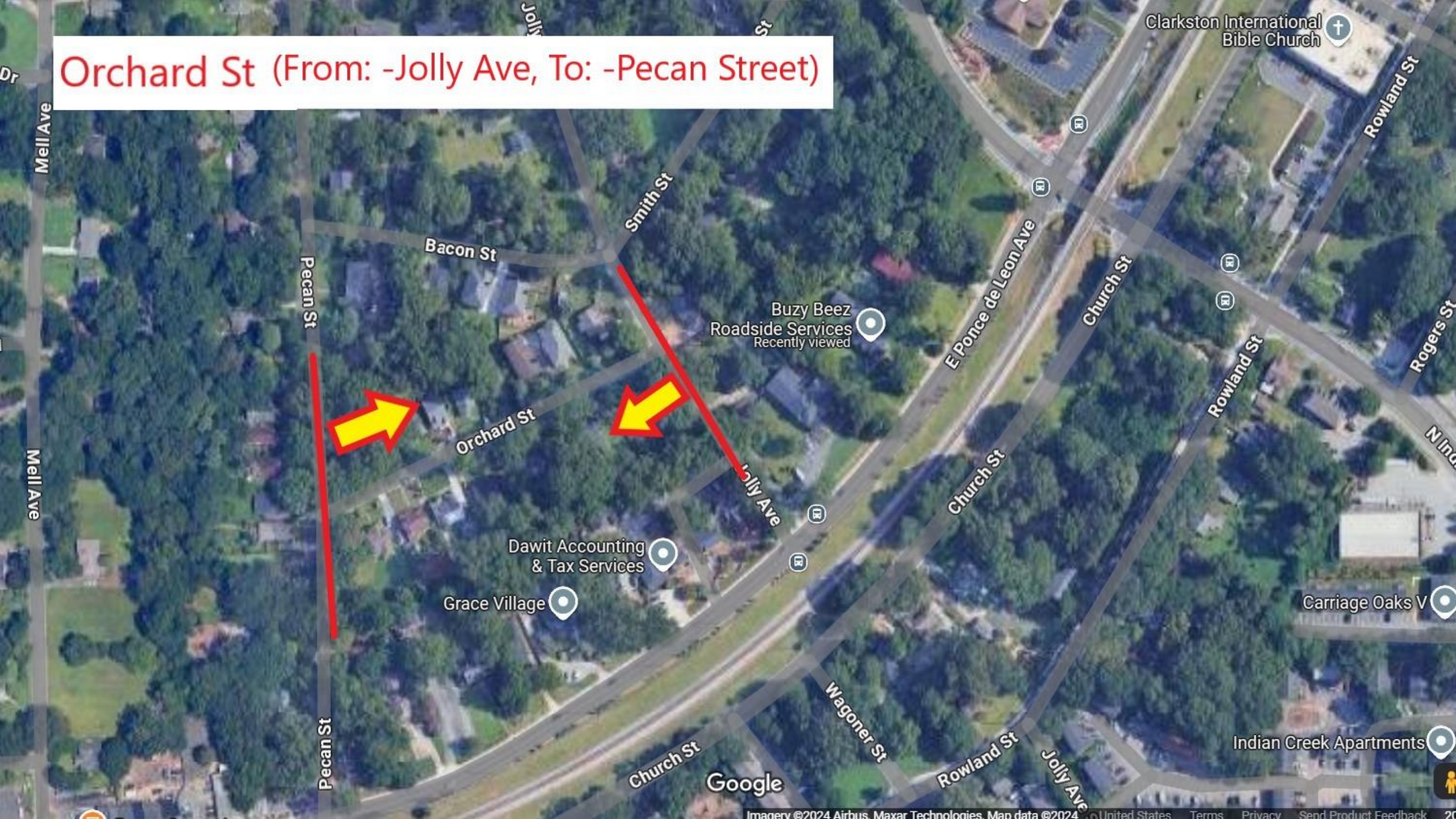
Lovejoy St (From: -Rowland Street, To: -Church Street)



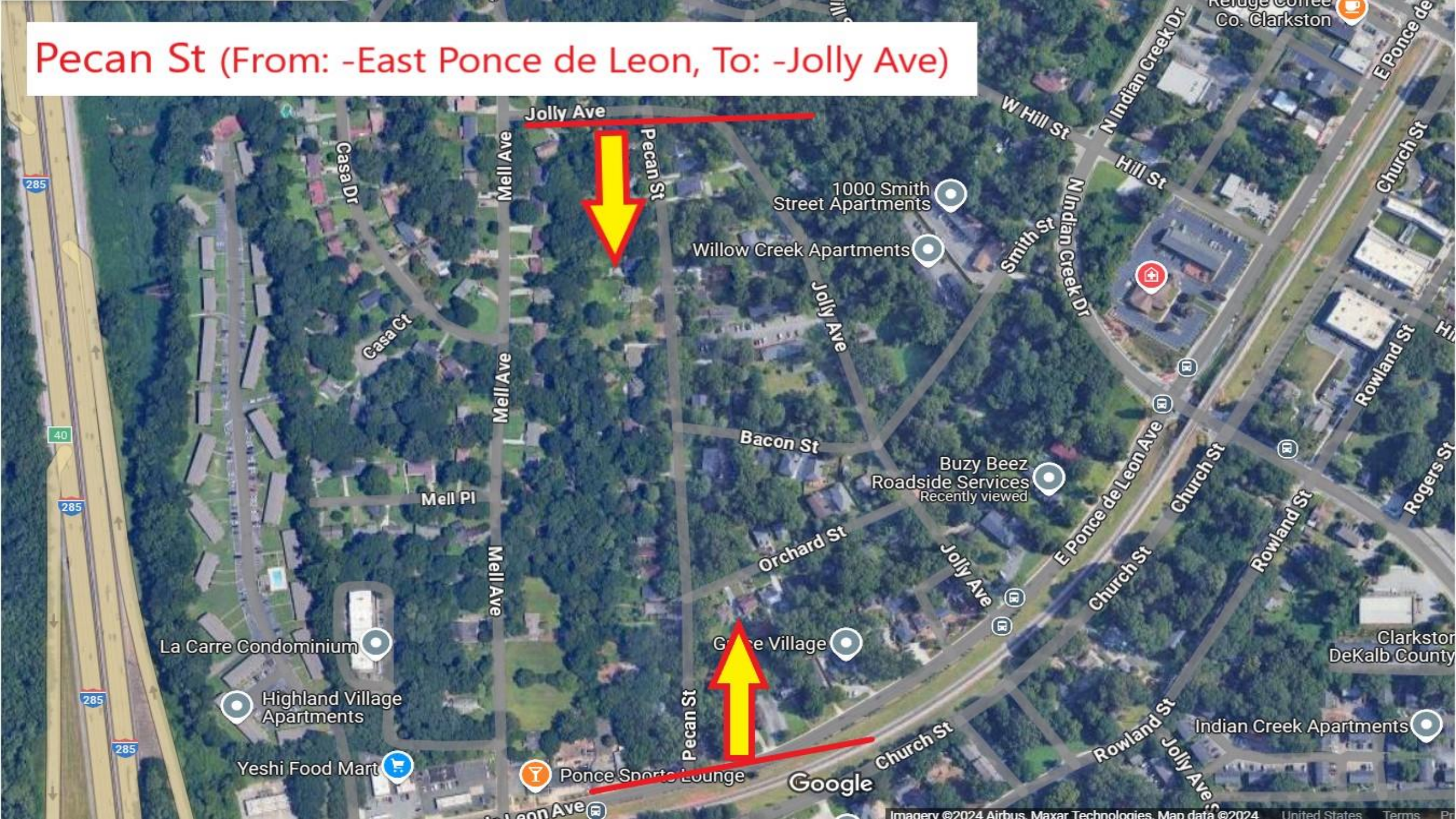
Maclaren Dr (From: -Market Street, To: -Dead End)



Orchard St (From: -Jolly Ave, To: -Pecan Street)



Pecan St (From: -East Ponce de Leon, To: -Jolly Ave)



Sams Rd (From: -Montreal Road, To: -West Hill Street)



Smith St (From: -Lincoln Street, To: -Montreal Road)



Tribble St (From: -Clark Street, To: -Dead End)



West Hill St (From: -Hill Street, To: -Sams Road)



CONTRACT BETWEEN OWNER & CONTRACTOR

This Agreement ("Contract") made and entered into this ____ day of _____, 20____, by and between the **CITY OF CLARKSTON** ("City"), and **MAGNUM PAVING, LLC** ("Contractor"). Owner and Contractor mutually agree to the terms and conditions set forth herein shall govern the performance of the work contemplated by this Contract, which is the Project known as: **2024 LMIG STREET RESURFACING**

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

1. **SCOPE OF WORK.** Contractor agrees to furnish all labor, materials and equipment required to complete the work described in EXHIBIT A hereto (the "Work") and that said Work shall be performed in accordance with all plans, specifications and other Contract Documents attached hereto.
2. **PRICE AND PAYMENT** Owner agree to pay Contractor for the strict performance of the Work, a sum not to exceed one million seventy-one thousand nine hundred three dollars and forty-eight cents (\$1,071,903.48). The price of units or phases of the Work is reflected in EXHIBIT B hereto. This Contract Price is subject to adjustments for changes in the work as may be agreed to by the Owner and the Contractor pursuant to the terms of this Contract. Payment shall be made based on progress of the completed Work, with Contractor to invoice owner monthly for work completed and accepted by Owner.
3. **ENTIRE AGREEMENT.** This agreement represents the entire agreement between Contractor and Owner regarding the Project and supersedes any prior written or oral agreements or representations as to that work.
4. **TIME.** Time is of the essence of this agreement. The progress and completion schedule are reflected in EXHIBIT C hereto. Contractor's performance of the Work shall conform to said schedule, including any changes to that schedule agreed to between Owner and Contractor or required by circumstances beyond Contractor's control.
5. **DIFFERING SITE CONDITIONS.** Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing of any:
 - a. Material that the contractor believes may be material that is hazardous waste, or a toxic pollutant or other substance, the handling of which may subject Contractor to legal liability.
 - b. Subsurface or latent physical conditions at the work site differing from those indicated in the Contract; or
 - c. Unknown physical conditions at the work site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.The Owner shall promptly investigate. If the Owner finds that the worksite conditions do materially differ, or involve hazardous waste or toxic pollutants, Owner and Contractor shall mutually agree on a plan to address said conditions, including an equitable adjustment(s) to the Contract price and/or schedule, as may

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

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

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

13. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless Owner against all claims, demands, lawsuits and liabilities arising out of or connected to property damage or personal injury to the extent caused, or alleged to be caused, by the negligence of Contractor or its subcontractors, suppliers, employees, agents or representatives.
14. **INSURANCE.** See EXHIBIT D
15. **CHOICE OF LAW AND VENUE.** This Contract is made and performed in DeKalb County, Georgia and is subject to the laws of the State of Georgia. Venue for any legal action arising out of this Contract shall be in the State or Superior Courts of DeKalb County, Georgia.
16. **STANDARD OF CARE.** Contractor and its agents, employees and subcontractors shall perform the Work for Owner with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. The Work shall be of good quality and in conformance with the Contract documents.
17. **ASSIGNMENT.** This Contract may not be assigned by Contractor without the prior written consent of Owner.
18. **SECURITY AND IMMIGRATION COMPLIANCE.** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("E-Verify"). The Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on Exhibit E, attached hereto and incorporated herein.

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

CITY OF CLARKSTON

CONTRACTOR

City of Clarkston
1055 Rowland Street
Clarkston, GA 30021

Magnum Paving, LLC
125 Baker Industrial C
Villa Rica, GA 30180

Beverly H. Burks, Mayor

Name &
Title

BY
(sign)

Date

Contractors
License No.

Approved as to form: Stephen Quinn, City Attorney

EXHIBIT A

SCOPE of WORK

The Contractor shall furnish all materials, equipment, and labor to complete the required asphalt milling, patching, resurfacing and striping as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City Project Manager/Engineer unless otherwise specified.

The Contractor(s) must be able to start work within ten (10) calendar days after the Notice to Proceed (NTP) is issued. The time of completion for the project is ninety (90) calendar days from the date of the NTP. The City and Contractor will negotiate a new completion date if the weather affects the required completion schedule. Section 108.08 of the State of Georgia Department of Transportation Standard Specifications Construction of Transportation Systems (current edition) shall be applied. See attached 2024 SPLOST II Asphaltic Concrete Resurfacing bid package Quantity Table for locations

Any problems encountered with equipment or materials, or labor shall be corrected by the contractor at "NO" additional expense to the City of Clarkston. All resurfacing projects shall also be warranted for one (1) year after completion.

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- A. All existing/non-existing striping to be restripe with thermo-plastic material, turn arrows, and stop bars, on each streets resurfacing project list, this should be included in the lump sum price. Linear lines shall be thermo-plastic material to be used for all turns arrows, center lines, stop bars, crosswalks, edge lines, words symbol, bike lanes.
- B. Permanent Pavement markings must be installed no sooner than 15 days after paving but no later than 30 days. If the contractor fails to meet these requirements, the City will remove these items from the contract and deduct from the contract any additional costs incurred by the City regarding completing this work.
- C. All Crosswalks shall be remarked with marking tape IMMEDIATELY upon milling or placement of asphalt. If the contractor fails to meet these requirements, the City will remove these items from the contract and deduct from the contract any additional costs incurred by the City regarding completing this work.
- D. All warning and advance signs are to be in place within 24 hrs. in advance alerting motorists and the citizens of Clarkston that a street resurfacing activity will take place. The signage shall display the always begin and end date. Temporary reflective tape shall be used on each individual listed street.
- E. The Contractor shall have a certified flag person always present on site actively directing traffic.
- F. The Contractor must provide a 24-hour clean-up service when each project is completed.
- G. All drainage structures within the limits of each project listed will be maintained throughout the duration of the project. If any debris enters drainage structures as a result of resurfacing or milling operation, the Contractor will be cleaned out at no additional cost to the City.

- H. The plant mix materials from which the asphaltic pavement is manufactured and the plant at which it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (GDOT), Standard specifications, Articles 820; 802; 883; 831; 828; and 882.
- I. Load tickets that meet Georgia Department of Transportation Specifications must accompany all delivered materials. The Contractor must supply copies of all asphalt tickets to the County on a daily basis. The JMF's shall be provided to the City Project Engineer for approval a minimum of fourteen (14) calendar days before resurfacing occurs.
- J. The standard edge mill width will be 6 feet. Existing pavement shall be milled at the gutter line to a depth equal to or greater than the depth of overlay to be installed at a minimum. The finished grade of the final asphalt at the gutter line shall be no higher than the existing finished grade or as directed by engineer.

CONTRACTOR REQUIREMENTS

The (Prime) contractor shall:

- A. Submit a bi-weekly schedule of work to be performed two (2) weeks in advance (e.g. a two-week look ahead).
- B. Perform a minimum of 60% of work outlined
- C. Furnish sufficient lights, signs and traffic control methods shall be installed for the protection and safety of the public and maintained as necessary throughout the duration of the construction project. All signage and traffic control shall conform to the 2010 Manual of Uniform Traffic Control Devices (MUTCD).
- D. The Contractor shall have a certified flag person always present on site actively directing traffic. The City will not provide Clarkston Police for traffic control.
- E. Obtain permission from any private property owner on whose property construction equipment may be parked.
- F. Secure the services of a GDOT qualified materials testing firm to perform all required tests. All material testing work shall be considered incidental to the rest of the work and no separate payment will be made. Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.
- G. All patching and undercut excavation project limits shall be identified by the on-site project engineer. Street Undercut Excavation & Patching, as described herein, shall apply to the removal and replacement of failed areas, as indicated by the City Project Manager/Engineer. Work is intended to cover the removal and replacement of relatively small failed areas of pavement.
- H. At minimum conduct at Clarkston City Hall or on the project site one (1) overall contract pre-construction meeting to include the City Project Manager/Engineer, shortly after the contract award and one (1) additional meeting with the pavement marking subcontractor prior to pavement marking.

REQUIRED SITE WORK

The Contractor shall perform project housekeeping/clean-up daily. This includes sweeping and/or vacuuming for asphalt debris along the city streets and cleaning of driveways, if applicable. Street sweeping and/or vacuuming shall be completed within three (3) days of when street paving is completed.

The Contractor shall display fabricated traffic control signage at designated street locations, at the direction of the City Project Manager/Engineer, to include the following:

- A. "Clarkston Pedestrian Improvement Project for You!"
- B. 2 ft. x 2 ft. – two-sided metal or non-metal signs.
- C. Sign installations shall occur a minimum of three (3) days before work commences.
- D. All signs to be removed once the project punch list is completed.
- E. City to provide city logo and color scheme to the contractor.

ATTACHMENT(s)

- 1. 2024 LMIG Street Resurfacing Locations
- 2. 2024 SPLOST II Asphaltic Concrete Resurfacing - Quantity Table

ADDITIONAL INFORMATION

- A. AIA Document A310 Bid Bond (5%).
 - 1. The City does not provide this form, the bidder must include it in bid package.
 - 2. Surety must have a current A.M. Best rating of "A" (Excellent).
- B. 100% Performance & Payment Bond, required from awardee(s), unless otherwise.
- C. Normal workdays shall be between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, 8:00 a.m. and 5:00 p.m. on Saturdays, not Sundays, or major holidays. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on Sundays or national holidays.
- D. The Contractor shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The contract awardee will need to file with the City of Clarkston projects.
- E. The City prefers the same day or within 24 hours between milling and paving.

ADDENDUM ACKNOWLEDGEMENT

- 1. ADDENDUM No. 1
- 2. ADDENDUM No. 2
- 3. ADDENDUM No. 3
- 4. ADDENDUM No. 4
- 5. ADDENDUM No. 5

EXHIBIT B
CONTRACTOR'S COST PROPOSAL
(ATTACHED)

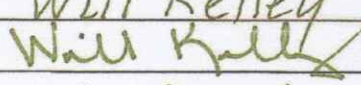
Form of Proposal

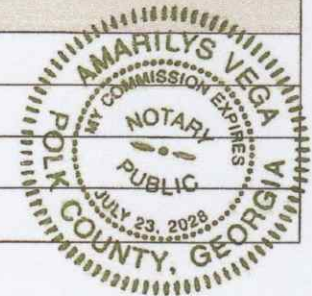
To: City of Clarkston
Clarkston, GA 30021

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

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

Proposal Submitted By:

Company Name	Magnum Paving LLC
Address	125 Baker Industrial Court
City, State, Zip	Villa Rica GA 30180
Phone	770 919 0911
Email	wll@magnumpavingga.com
Website	
Print/Type Name	Will Kelley
Signature	
Title	Director of Operations
Date	12/17/24



COST of PROPOSAL

Bidding Company:

Magnum Paving

Company Rep:

Jim Henry

Project Name:

ITB-2024 Linc Street Resurfacing - 12234

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	LUMP SUM
150-1000	TRAFFIC CONTROL	LS	1	50,000	50,000
151-1000	MOBILIZATION	LS	1	5,000	5,000
210-0250	UNDERCUT EXCAVATION	CY	400	95	38,000
310-1101	GRADED AGGREGATE BASE COURSE; INCL MATERIAL	TN	314	82.75	25,983.50
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATERIAL & H LIME; 4 IN, 19 MM	TN	338	248	83,824
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	5,585	120	670,200
413-0750	BITUMINOUS TACK COAT; .10 - .20 GAL/SY	GL	4,900	5	24,500
432-0208	MILL ASPH CONC PVM, 2.0 IN DEPTH	SY	48,336	2.68	129,540.48
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH (crack retardant in milled areas as directed)	LF	1,000	7.50	7,500
653-1704	THERMOPLASTIC SOLID TRAF STRIPE (stop bar), 24 IN, WHITE	LF	432	10	4,320
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	934	3.25	3,035.50
999-0004	OWNERS CONTINGENCY (at City's discretion)	LS	LUMP	-----	\$30,000.00
GRAND TOTAL					\$1,071,903.48

SIGNATURE:

Will Kelly

DATE:

12/16/24

EXHIBIT C
TIME FOR COMPLETION OF THE WORK

Contractor hereby agrees to commence the Work on a date to be specified in the Notice to Proceed.

The total time for the Contractor to substantially complete this project shall not exceed sixty (60) calendar days from the date in the Notice of Proceed (NTP).

Normal workdays shall be between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, 8:00 a.m. and 5:00 p.m. on Saturdays, not Sundays, or major holidays. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis.

When the Contractor believes that the Work is substantially complete, the Contractor shall notify the City that the Work is ready for final inspection. The City shall perform a final inspection and provide the Contractor with either (1) a list of items to be completed or corrected by the Contractor, or (2) a Certificate of Substantial Completion.

The Work shall be considered substantially complete when all services required by this Agreement have been completed, inspected, and accepted by the City.

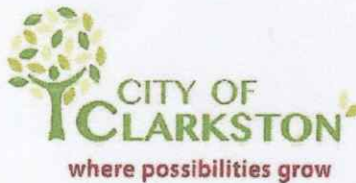
EXHIBIT D
RISK MANAGEMENT REQUIREMENTS

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

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

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

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



Primary Contractor E-verification Affidavit

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

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

2336759

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

December 8, 2023

Date of Authorization

Magnum Paving LLC

Legal Business Name of City of Clarkston Contract Holder/Applicant

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

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

Executed on December 17, 2024 in Villa Rica (city) Georgia (state)

Will Kelly

Signature of Authorized Owner/Officer

Will Kelley - Director of Operations

Printed Name and Title of Authorized Owner/Officer

NOTARY PUBLIC

My Commission Expires: July 23, 2028



CITY OF CLARKSTON

ITEM NO: 8A

CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: January 14, 2025

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 2025.

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

ITEM NO: 8B

CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: January 14, 2025

SUBJECT: To approve a resolution authorizing a contract renewal for the Use of Meeting Space Agreement with the Clarkston Community Center in the amount of \$15,000 to be funded out of the General Fund.

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 approval of the renewal of the City Services Agreement between the City of Clarkston and the Clarkston Community Center.

NEED/ IMPACT: The City allocated in its adopted FY 2025 budget \$15,000 for the City to utilize the Clarkston Community Center for meetings and other special events. A portion of this allocation is used to waive the fees for use of the Clarkston Community Center by eligible non-profit organizations upon request.

RECOMMENDATION: Staff recommends the renewal of the City Services Agreement between the City of Clarkston and the Clarkston Community Center in the amount of \$15,000 to be funded out of the General Fund.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON,
GEORGIA, AUTHORIZING A CONTRACT RENEWAL FOR THE USE OF
MEETING SPACE AGREEMENT WITH THE CLARKSTON COMMUNITY
CENTER (VENUE RENTALS).

* * * * *

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

Section 1. That the City Council hereby authorizes a contract renewal for the Use of Meeting Space Agreement with the Clarkston Community Center (venue rentals) for the City to utilize if needed for meetings and activity space for certain special events in the amount of \$15,000 to be funded out of the General Fund. A copy of the agreement is attached hereto as “Exhibit A” and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of January 2025.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

Use of Meeting Space Agreement between Clarkston Community Center and City of Clarkston

This Services Agreement is entered into this the day of _____, by and between **CLARKSTON COMMUNITY CENTER, INC.**, a Georgia non-profit corporation doing business at 3701 College Avenue, Clarkston, GA 30021, (hereinafter “CCC”) and the **CITY OF CLARKSTON**, a Georgia municipal corporation located at 1055 Rowland Street, Clarkston GA 30021, (hereinafter the “City”);

WHEREAS, the City is desirous of ensuring greater access to the CCC for Clarkston residents and/or businesses located within Clarkston; and

WHEREAS, the City is in need of meeting and activity space for certain special events; and

WHEREAS, CCC is prepared to provide agreed upon space to Clarkston residents and/or businesses located within Clarkston

NOW, THEREFORE, in consideration of the payment and mutual covenants described herein, the City and CCC do hereby agree as follows:

1) Use of Space by Clarkston Residents and Organizations:

- a) CCC shall dedicate \$3,750 (less funds applied to City bookings per Section 2) from City payment per quarter to be applied to the use of CCC meeting space for Clarkston residents or bona fide nonprofit organizations operating in Clarkston. Such funds will be allocated at standard market rates until amount is utilized. (See attached)
- b) One (1) person or one (1) group residing or working within City limits may contract space in Angora Hall, East Room, West Room, or Conference Room at the CCC within the three-month quarter pending availability of space.
 - i. One (1) person or one (1) group may contract a series of four (4), five (5) or six (6) two-hour weekly classes/meetings every quarter.
 - ii. Should desire for repeat series occur, booking for subsequent series shall occur in the quarter period following the conclusion of the series.
- c) One (1) person or one (1) group may hold two-time, maximum four (4)-hour gathering monthly.
- d) Events requiring sound shall be paid through the city grant, given the funds are available.
- e) Every group or person requesting use of the CCC must make a written request to the CCC and the CCC has the duty to provide the City Manager with a copy of said written request within 48 business hours of the request being received by the CCC to obtain approval by the City Manager or their designee for the use of any or all part(s) of the CCC.
- f) The CCC shall provide a quarterly report of allocations to the City no later than the following dates: March 31, 2025; June 30, 2025; September 30, 2025; and December 31, 2025.
- g) If, on **more than one occasion**, a person/organization is approved to use the CCC but then cancels its scheduled event within 7 days of the scheduled event, that same

person/organization is prohibited from using the CCC for any event, for a period of 3 months. A CCC representative shall provide the requesting person/organization with a copy of this rule, in writing, within 24 hours of said request.

- h) The City of Clarkston shall be allowed to cancel or reschedule bookings, without penalty, based on business needs.

2) Use of CCC Facility by City

The CCC shall provide to the City space for training, the State of the City Address, quarterly Town Hall meetings, and other events as needed by the City. Any city official/employee who request CCC space for training, the State of the City Address, quarterly Town Hall meetings, and other events as needed by the City must make a written request to the CCC, and a copy of said request must be provided to the City Manager within 48 hours of the request being received by the CCC. In addition, a request made by any City official/employee for training, the State of the City Address, quarterly Town Hall meetings.

3) Payment to CCC

In consideration for the services and use of facilities contemplated herein, the City shall pay CCC Fifteen Thousand Dollars (\$15,000.00). This amount shall be paid in quarterly installments of Three Thousand Seven Hundred and Fifty Dollars (\$3,750) each. The first such payment shall be made not later than February 28, 2025; the second installment shall be paid not later April 15, 2025; the third installment shall be paid not later than July 15, 2025; the fourth installment shall be paid not later than October 15, 2025.

4) Term and Termination

This Agreement is for a period of one year from adoption. The Agreement may be renewed on an annual basis by written agreement of the Parties subject to appropriation of funds by the City Council. The Agreement may be terminated without cause by either party via thirty (30) days written notice.

SO AGREED, this ____ day of _____, 2025.

CLARKSTON COMMUNITY CENTER

Luay Sami, Executive Director

Date: _____

CITY OF CLARKSTON

Beverly H. Burks, Mayor

Date: _____

Approved as to form:

Stephen G. Quinn

Stephen G. Quinn

City Attorney



CITY COUNCIL

ITEM NO: 8C

WORK SESSION/ CITY COUNCIL MEETING

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: JANUARY 14, 2025

SUBJECT: To consider a resolution approving the qualifying fees for the 2025 Municipal General Election in the City of Clarkston.

DEPARTMENT: Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
PAGES:

PRESENTER CONTACT INFO:

City Clerk, Tomika Mitchell

PHONE NUMBER: 404-296-6489

PURPOSE: To consider a resolution approving the qualifying fees for the 2025 Municipal General Election in the City of Clarkston.

NEED/ IMPACT: The City of Clarkston is required by State law (O.C.G.A. § 21-2-131) to set a qualifying fee for candidates wishing to qualify for these municipal elections no later than February 1st of the election year. The qualifying fee shall be three percent (3%) of the annual compensation (total gross salary) for the office. The qualifying fee for the Mayor seat will be \$450.00 and the qualifying fee for each City Council seat will be \$360.00.

RECOMMENDATION: Staff recommend setting the qualifying fee for the Mayor and City Council candidates wishing to qualify for the municipal elections.

RESOLUTION NO. _____

**RESOLUTION TO APPROVE THE QUALIFYING FEES FOR THE 2025 MUNICIPAL GENERAL
ELECTION IN THE CITY OF CLARKSTON**

WHEREAS, the City of Clarkston will hold a municipal general election on November 4, 2025 to elect a Mayor and three (3) City Council Members; and

WHEREAS, the City of Clarkston is required by State law (O.C.G.A. § 21-2-131) to set a qualifying fee for candidates wishing to qualify for these municipal elections no later than February 1st of the election year; and

WHEREAS, State law dictates that the qualifying fee shall be three percent (3%) of the annual compensation for the office.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Clarkston that a fee of \$450 is hereby established to qualify as a candidate for the office of Mayor.

BE IT FURTHER RESOLVED that a qualifying fee of \$360 is hereby established to qualify as a candidate for the office of City Council Member.

SO RESOLVED, this _____ day of January, 2025.

CLARKSTON CITY COUNCIL

Mayor Beverly H. Burks

ATTEST:

Tomika Mitchell, City Clerk