CITY OF CLARKSTON
where possibilities grow
3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021
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*Mayor Beverly H. Burks*
*Councilmembers:*
*Debra Johnson-Vice Mayor* *Susan Hood*
*Ytterenickia Bell* *Mark Perkins*
*Jamie Carroll*
*Tammi Saddler Jones, Interim City Manager*

# CITY COUNCIL MEETING AGENDA

**THURSDAY, NOVEMBER 7, 2024 - 7:00PM**
**IN-PERSON/ HYBRID**

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATION/ ADMINISTRATIVE BUSINESS**
   - **A.** To approve the following meeting minutes:
     - 10/01/2024 – City Council Meeting
     - 10/29/2024 – Special Called City Council Meeting
     - 10/29/2024 – City Council Work Session Meeting
   - **B.** To present the Proposed FY 2025 Operating & Enterprise Fund Budget.
   - **C.** To present the Proposed FY 2025 Fee Schedule.

4. **REPORTS**
   - **A.** Parks & Recreation Report
   - **B.** City Manager's Report
   - **C.** City Attorney's Report
   - **D.** Council Remarks
   - **E.** Mayor's Report

5. **BUDGET PUBLIC HEARING**
   - **A. PUBLIC HEARING** to receive public comments regarding the Proposed FY 2025 Operating & Enterprise Fund Budget.

6. **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.

7. **OLD BUSINESS**
   - **A.** To consider a resolution awarding a contract to the most responsive and responsible bidder, Southern Demolition, LLC for the demolition of the two-story house at Forty Oaks Nature Preserve in the amount of $39,750 to be funded out of the SPLOST II Fund.

8. **CONSENT AGENDA**
   - **A.** To adopt a resolution to appoint Attorney Julie Kert as Solicitor of the Municipal Court and approve a contract with Yeargan & Kert, LLC for Municipal Court Solicitors Services for a term of one year, in the amount of $2,000 per month/$24,000 annually, to be funded out of General Fund, effective 1/1/2025.

**B.** To adopt a resolution awarding a contract to the most responsive and responsible bidder, IKON Filmworks, for public meeting video recording and related services, for a term of one year in the amount of $38,400 to be funded out of ARPA Funds, effective 11/8/2024.

**C.** To approve the annual insurance premium payment to the Lexington Insurance in the amount of $41,756 for the city's leased office space located at 736 Park North Blvd to be funded out of the General Fund.

**D.** To authorize the City Engineer to issue an RFP for professional engineering services for the development of design/Construction Plans and Permitting for the SPLOST II "bond-funded" Norman Road Dam Reconstruction Project.

**E.** To authorize the City Engineer to issue an RFP for contracting services for repairs to Norman Road Dam due Hurricane Helene to be funded out of SPLOST II.

**F.** To approve the 2025 Holiday Schedule for the City of Clarkston.

## 9. NEW BUSINESS

**A.** To consider an ordinance to provide the adoption of a budget proposed by the City Manager containing estimates of the proposed revenues and expenditures of the City of Clarkston, Georgia, and to provide for the levy of taxes for expenses of said city for the fiscal year beginning January 1, 2025, and ending December 31, 2025.

**B.** To consider a resolution approving an agreement between the City of Clarkston and AT&T for internet and phone services in the amount of $46,740 annually, plus a one-time fee of $5,152 to be funded out of ARPA Funds *(for one year)* and General Fund *(for four years)*, effective on or before 11/18/2024.

**C.** To consider an Alcoholic Beverages Late Night Sales application for consumption on premises for Ponce Sports Lounge located at 3924 E. Ponce De Leon Ave., Clarkston, GA 30021.

**D.** **PUBLIC HEARING** to receive public comments regarding an ordinance to amend the Zoning Code to increase the maximum floor area ratio, reduce the minimum lot size and increase maximum lot coverage requirements for the NR-3 zone; to reduce the minimum lot width and remove side setback requirements for single family attached dwelling units (townhomes); to increase the maximum building height for the TC district; and to reduce parking requirements for certain dwelling types.

**E.** To consider an ordinance to amend the Zoning Code to increase the maximum floor area ratio, reduce the minimum lot size and increase maximum lot coverage requirements for the NR-3 zone; to reduce the minimum lot width and remove side setback requirements for single family attached dwelling units (townhomes); to increase the maximum building height for the TC district; and to reduce parking requirements for certain dwelling types.

**F.** **PUBLIC HEARING** to receive public comments regarding the application to rezone properties located at 911 Mell Avenue, 917 Mell Avenue, 929 Mell Avenue, and 935 Mell Avenue from NR-1 (Low-density Neighborhood District) to NR-3 (High-density Neighborhood Residential District).

**G.** To consider the application to rezone properties located at 911 Mell Avenue, 917 Mell Avenue, 929 Mell Avenue, and 935 Mell Avenue from NR-1 (Low-density Neighborhood District) to NR-3 (High-density Neighborhood Residential District).

**H. PUBLIC HEARING** to receive public comments regarding an application to modify zoning stipulation #19 Final Plat of the Parkside Subdivision to allow carports or garages.

**I.** To consider an application to modify zoning stipulation #19 Final Plat of the Parkside Subdivision to allow carports or garages.

**J.** To consider an ordinance to amend Chapter 2, Article 2 of the City Code concerning Council Meetings.

**K.** To consider a resolution to regulate the utilization of the City Attorney's services by Councilmembers.

**L.** To consider an ordinance to amend Chapter 2, Article 3 of the City Code concerning the Code of Ethics to prohibit cash advances of compensation to elected officials.

## 10. ADJOURNMENT

**PUBLIC PARTICIPATION BY VIDEO CONFERENCE**

**The City of Clarkston, Georgia will conduct the City Council Meeting at 7:00 p.m. on Thursday, November 7, 2024. The public may participate in the meeting in-person or by using the following information below:**

**Register in advance for this webinar:**

**https://us02web.zoom.us/webinar/register/WN_KREo1ObkTtSjXBtSvpn9rg**

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

MINUTES OF A REGULAR MEETING

OF THE CITY COUNCIL OF CLARKSTON, GEORGIA

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

IN SAID CITY ON TUESDAY, OCTOBER 1, 2024

On the 1st day of October 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 Yterenickia Bell; Jamie Carroll; Susan Hood; and Mark Perkins. Absent: None. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Yolanda McGee (Equity, Diversity, and Inclusion Officer); Dan Defnall (Finance Director); Lolita Grant (new Finance Director); Christine Hudson (Police Chief); Lisa Cameron (Planning and Economic Development Director); Dr. Dwight Baker (Director of Human Resources & Risk Management); Tomika R. Mitchell (City Clerk); Willis Moody (Procurement Consultant); 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
   All Councilmembers were present.

3. ADMINISTRATIVE BUSINESS/ PRESENTATION
   A. To approve minutes the following meetings:
      - 09/03/2024 – City Council Meeting
      - 09/24/2024 – City Council Work Session Meeting

   Councilmember Perkins made a motion to approve the 09/03/2024 City Council Meeting minutes and the 09/24/2024 City Council Work Session Meeting minutes. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

   B. Report from State Senator Kim Jackson and State Representative Karla Drenner on the 2025 Legislative Session.

   This item was discussed during the Mayor's report.

4. REPORTS
   A. Equity, Diversity and Inclusion Report.
      - Yolanda McGee, Equity, Diversity and Inclusion Officer gave an overview of the Office of Equity, Community, and Empowerment.

B. City Manager's Report
- Introduced the new Director of Human Resources/ Risk Management and Finance Director.
- Announced the retirement of Finance Director, Dan Defnall.
- Expressed gratitude to employees for working the inclement weather event.
- Registration currently open for the City of Clarkston Youth Soccer Program.
- 2024 Faith & Blue event scheduled for Friday, October 11, 2024.
- Heart of the Mother Earth sculpture unveiling scheduled for Saturday, October 12, 2024.
- "Together for Tomorrow" Town Hall and Safety Summit scheduled for October 17, 2024.
- Trunk or Treat event scheduled for October 26, 2024.
- Veterans Brunch scheduled for Friday, November 8, 2024.
- In observance of Breast Cancer and Domestic Violence Awareness Month, City Hall and the Annex will be lit with pink and purple lights.
- Administrative Offices closed on Monday, October 14, 2024 for the observance of Indigenous People holiday.

C. City Attorney's Report
A. No report.

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

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

State Representative Imani Barnes gave an update on the 2025 Legislative Session and what she plans to do for her designated precincts.

5. PUBLIC COMMENTS

The following citizens presented public comments: Johnny Roberts, Mona Ahmed, Esra Ahmed, Guled Abdilahi, Dean Moore, Lisa Morchower, Mary Abera, Gene Hilyard, and Debbie Gathmann.

6. OLD BUSINESS

A. To consider adopting an ordinance to allow grandfathered retail licenses to sell beer, wine, malt beverage and distilled spirits to be transferred or granted to a new qualified licensee at the same location in connection with a change in ownership.

The Council briefly discussed this item and the City Attorney, Stephen Quinn recommended deleting the language "a limited window of opportunity".

Councilmember Perkins made a motion to adopt an ordinance to allow grandfathered retail licenses to sell beer, wine, malt beverages and distilled spirits to be transferred or granted to a new qualified licensee at the same location in connection with a change in ownership with one

modification, under the fourth Whereas in the ordinance, remove the language "a limited window of opportunity". Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

B. To consider for approval an alcohol license application for Mansi 7311, LLC d/b/a Lulu's Package located at 3900 E. Ponce De Leon Ave., Clarkston, GA 30021.

Vice Mayor Johnson made a motion to approve an alcohol license application for Mansi 7311, LLC d/b/a Lulu's Package located at 3900 E. Ponce De Leon Ave., Clarkston, GA 30021. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

C. To consider adopting a resolution awarding a contract to the most responsive and responsible bidder, Southern Demolition, LLC for the demolition of the two-story house at Forty Oaks Nature Preserve in the amount of $39,750 to be funded out of the SPLOST II Fund.

The Council briefly discussed this matter. Councilmember Bell requested a plan and cost analysis on how much it will cost to keep the structure as is and if demolishing one half of the building will not tear up the other.

Councilmember Hood made a motion to not adopt the resolution awarding a contract to the most responsive and responsible bidder, Southern Demolition, LLC for the demolition of the two-story house at Forty Oaks Nature Preserve in the amount of $39,750 to be funded out of the SPLOST II Fund. The motion did not carry due to the lack of a second to the motion.

Councilmember Carroll made a motion to table this item to the October Work Session and November City Council Meeting. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

D. To consider adopting an ordinance to amend Chapter 3 of the Code regarding alcoholic beverages, to allow "late night sales" for consumption on the premises subject to certain conditions.

Councilmember Carroll made a motion to adopt an ordinance to amend Chapter 3 of the Code regarding alcoholic beverages, to allow "late night sales" for consumption on the premises subject to certain conditions. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (4-1). Councilmember Hood voted "no".

State Senator Kim Jackson gave an update on the 2025 Legislative Session and what she plans to do for her designated precincts.

7. CONSENT AGENDA
   A. To refer the review of committees, councils, and task forces to the Interim City Manager, Tammi Saddler Jones to provide a recommendation in 60 days regarding relevant resolutions to the Council of which entities are still necessary for the city's goals.

B. To consider adopting an ordinance approving deannexation of Parcel 18 095 09 008, also known as 1078 Nielson Dr., Clarkston, GA 30021.
C. To consider for approval an alcohol license application for DBA Tacos & BBQ, LLC d/b/a DBA Tacos & BBQ for restaurant retail on-premises consumption located at 4540 E Ponce de Leon Ave., Clarkston, GA 30021.
D. To consider adopting a resolution to repeal the City's non-detainer policy and to require the Clarkston Police Department to cooperate with Federal authorities pursuant to O.C.G.A. §35-1-17.

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

8. NEW BUSINESS
A. To consider adopting a resolution to issue a Series 2024 General Obligation Sales Tax (SPLOST II) Bond for $7,000,000 with Webster Bank.

Councilmember Bell made a motion to adopt a resolution to issue a Series 2024 General Obligation Sales Tax (SPLOST II) Bond for $7,000,000 with Webster Bank. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

9. ADOURNMENT

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

The meeting adjourned at 8:27 p.m.

ATTEST:

| | |
|---|---|
| _____ | _____ |
| Tomika R. Mitchell | Beverly H. Burks |
| City Clerk | Mayor |

MINUTES OF A SPECIAL MEETING

OF THE CITY COUNCIL OF CLARKSTON, GEORGIA

HELD IN-PERSON IN SAID CITY ON TUESDAY, OCTOBER 29, 2024

On the 29th day of October 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 (virtual) and the following members of the City Council were present: Councilmembers Jamie Carroll; Mark Perkins; and Susan Hood. Absent: Yterenickia Bell. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Yolanda McGee (Equity, Diversity, and Inclusion Officer); Dan Defnall (Finance Director); Lolita Grant (new Finance Director); Christine Hudson (Police Chief); Michael Duncan (Parks & Recreation Manager); 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 6:00 p.m.

2. ROLL CALL

3. NEW BUSINESS

   A. To present the Proposed FY 2025 Operating & Enterprise Fund Budget.

      Interim City Manager, Tammi Saddler Jones and the Finance Director, Lolita Grant presented the FY 2025 Operating & Enterprise Fund Budget.

      The Council discussed the proposed budget and presented comments.

   B. To present the Proposed FY 2025 Fee Schedule.

      Ms. Grant briefly gave an overview of the new fee schedule for 2025.

   C. Public Hearing – Public Comments on the Proposed FY 2025 Operating and Enterprise Budget.

      The public hearing opened at 6:46 p.m.

      Dean Moore presented comments on the Proposed FY 2025 Operating and Enterprise Budget.

      The public hearing closed at 6:49 p.m.

4. ADJOURNMENT

Councilmember Carroll made a motion to adjourn. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (4-0).

The meeting adjourned at 6:50 p.m.

ATTEST:

| | |
|---|---|
| _____ | _____ |
| Tomika R. Mitchell | Beverly H. Burks |
| City Clerk | Mayor |

MINUTES OF A WORK SESSION

OF THE CITY COUNCIL OF CLARKSTON, GEORGIA

HELD BY TELECONFERENCE, ZOOM AUDIO/VIDEO

IN SAID CITY ON TUESDAY, OCTOBER 29, 2024

On the 29th day of October 2024, at 7:00 p.m., the City Council of Clarkston, Georgia met in a Work Session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Yterenickia Bell (virtual & in-person); Jamie Carroll; Mark Perkins; and Susan Hood. Absent: None. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Lolita Grant (Finance Director); Jacob Bouie (Economic Development Coordinator); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

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

1. CALL TO ORDER

2. ROLL CALL

Vice Mayor Johnson made a motion to end the meeting at 10:30pm and any item not addressed will move to the next Work Session. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the vote was tied (2-2). Councilmember Carroll and Perkins voted "no". Mayor Burks voted to break the tie, voting "yes". Mayor Burks declared the motion approved (3-2).

Vice Mayor Johnson made a motion to remove the three Planning and Zoning Items I, J, and K to the November Work Session. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion failed (2-3). Councilmembers Bells, Carroll, and Perkins voted "no".

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

4. PRESENTATION/ ADMINISTRATIVE BUSINESS
   A. A presentation from Decide Dekalb (Dekalb's Development Authority): To discuss using a portion of Affordable Housing Trust Fund for down payment assistance.

Terra Washington and Katelin McClure from Decide Dekalb, Dekalb's Development Authority, gave a presentation on the Affordable Housing Trust Fund for down payment assistance.

*Councilmember Bell exited the meeting.*

5. OLD BUSINESS
   A. To discuss a resolution awarding a contract to the most responsive and responsible bidder, Southern Demolition, LLC for the demolition of the two-story house at Forty Oaks Nature Preserve in the amount of $39,750 to be funded out of the SPLOST II Fund.

Willis Moody, the Procurement Consultant gave a brief overview of this item. During the October 1, 2024, Regular Session meeting this item was tabled until the October 29, 2024, Work Session meeting to this provides proponents additional time for to keep the structure time to develop a plan on ways to keep and maintain the structure. If no plan was developed or (outside) funding located, a vote would be taken.

Staff recommended vendor Southern Demolition LLC for approval as the most responsive and responsible Offeror. The award amount of $39,750.00 for this project should be paid from the SPLOST II Fund.

The Council briefly discussed this matter.

The following citizens presented public comments: Lisa Williams and Johnny Roberts.

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

6. NEW BUSINESS

   A. To discuss a resolution to appoint Attorney Julie Kert as Solicitor of the Municipal Court and approve a contract with Yeargan & Kert, LLC for Municipal Court Solicitors Services for a term of one year, in the amount of $2,000 per month/$24,000 annually, to be funded out of General Fund, effective 1/1/2025.

Interim City Manager, Tammi Saddler Jones stated this item was for approval of a resolution to appoint Attorney Julie Kert as Solicitor of the Municipal Court and approve a contract with Yeargan & Kert, LLC for Municipal Court Solicitors Services for a term of one year, in the amount of $2,000 per month/ $24,000 annually, to be funded out of General Fund, effective 1/1/2025. The bid solicitation documents were advertised on the City's website and BidNet Direct between July 18, 2024, and the bid close at 9:30 am, August 13, 2024. Staff recommended vendor Julie Kert, Partner at Yeargan & Kert for approval as the most responsive and responsible Offeror.

Julie Kert gave a brief overview of her background and experience.

Municipal Court, Judge Will responded to questions regarding assisting citizens with language barriers.

Public comments were presented by Dean Moore.

This item will be placed on the next City Council Meeting agenda under the Consent Agenda.

B. To discuss a resolution awarding a contract to the most responsive and responsible bidder, IKON Filmworks, for public meeting video recording and related services, for a term of one year in the amount of $38,400 to be funded out of ARPA Funds, effective 11/8/2024.

Willis Moody, Procurement Officer gave brief overview of this item stating the solicitation for this bid was opened on August 8, 2024, and closed on September 4, 2024. A mandatory pre-bid meeting was scheduled for Thursday, August 22, 2024, where multiple vendors attended. The city received seven bids in response to the solicitation. One bidder was disqualified as they did not attend the mandatory pre-bid meeting. After a thorough review, by an evaluation committee composed of three staff members of the remaining bidders, it was determined that IKON Filmworks was the most responsive and most responsible bidder at a cost of $38,400.

The Council briefly discussed the item.

James Hammond with IKON Filmworks presented comments pertaining to the bid.

This item will be placed on the next City Council Meeting agenda under the Consent Agenda.

C. To discuss approving the annual insurance premium payment to Lexington Insurance in the amount of $41,756 for the city's leased office space located at 736 Park North Blvd to be funded out of the General Fund.

Dr. Dwight Baker, Director of Human Resources/ Risk Management gave an overview of this item, providing

Several insurance providers have reviewed the City's request for insurance, with feedback primarily reflecting challenges associated with municipal risk categories and Police Department exposure. Lexington Insurance has expressed flexibility by agreeing to waive their policy fee, although the inspection fee remains mandatory. They require a property inspection to ensure compliance with all safety and building standards. It is recommended that the City move forward with the Lexington Insurance quote at a premium of $41,756.00, with the understanding that this policy can be canceled if we secure alternative coverage at a more competitive rate.

The Council briefly discussed the item.

This item will be placed on the next City Council Meeting agenda under the Consent Agenda.

D. To discuss a resolution approving an agreement between the City of Clarkston and AT&T for internet and phone services in the amount of $46,740 annually, plus a one-time fee of $5,152 to be funded out of ARPA Funds *(for one year)* and General Fund *(for four years)*, effective on or before 11/18/2024.

Kisha Dixon, Executive Assistant to the City Manager, gave an overview of this item stating the locations at 3620 Montreal Creek Ct., 1055 Rowland Street, 3867 Norman Road, and 3913 Church Street will be interconnected using leased fiber known as ASEoD (AT&T Switched

Ethernet on Demand). The head end at 736 Park North Blvd will provide internet connection for all buildings in this design. In the event of an outage, each building will have the capability to offload internet independently, ensuring redundancy across the sites. She then presented brief information regarding the managed equipment, promotional credits, Office@Hand, and the AT&T phone for business advanced. Staff recommends the vendor AT&T for approval to enter into a contract in the amount of $46,740.00 for this project and should be paid from the American Rescue Act Plan (ARPA), for one year, and General, for four years, funding for a total period of five (5) years as well as the $5152 one-time fee for the Network and Office@Hand set up.

The Council briefly discussed the item.

AT&T representative, Pete Rabadi clarified what cloud-based phones are.

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

E. To discuss a proposal by Veterans and Community Outreach Foundation of Dekalb County for a "Veterans Memorial Statue" to be erected at the pocket park located at the corner of N. Indian Creek Road and E. Ponce de Leon Ave.

Michael Duncan, Parks and Recreation Manager gave a brief overview of this item stating the Veterans and Community Outreach Foundation of DeKalb County would like to honor Clarkston and DeKalb County Black American Veterans who served during the segregation years. They will honor these veterans by erecting a "Veterans Memorial Statue" at the pocket park located at the corner of N. Indian Creek Road and E. Ponce de Leon Ave. The partnership is between the City of Clarkston and the Veterans and Community Outreach Foundation of DeKalb County. More phases and years honoring all DeKalb Veterans will be added as funding and timelines permit.

The Council briefly discussed the item.

Victor Johnson provided comments regarding recognizing the veterans in Clarkston.

This item was for informational purposes.

F. To discuss an Alcoholic Beverages Late Night Sales application for consumption on premises for Ponce Sports Lounge located at 3924 E. Ponce De Leon Ave., Clarkston, GA 30021.

Tomika Mitchell, City Clerk stated October 1, 2024, The City Council approved an ordinance amending Chapter 3 of the Code, regarding alcoholic beverages, to allow "late night sales" for consumption on the premises subject to certain conditions. The City Clerk's Office received and reviewed an Alcoholic Beverages Late Night Sales application from Tesfamariyam H. Wegayehu (Mr. Jimmy), owner of Ponce Sports Lounge for Late night alcohol sales for consumption on premises. The location to be considered for this application is located at 3924 E. Ponce De Leon Ave., Clarkston, GA 30021. The Clarkston Police Department met with Mr. Jimmy at Ponce Sports Lounge on October 22, 2024, at approximately 11:30 a.m. to assess the

noise level from the exterior of the business. Mr. Jimmy agreed to monitor the volume closely and keep the music at Level 3, which appeared reasonable and not a nuisance when tested from outside, including the parking lot. The City Clerk determined all terms and conditions have been met pertaining to the ordinance.

The Council briefly discussed the item.

Chief Hudson and Assistant Chief Tood answered questions pertaining to the noise level.

Public comments were presented by Debbie Gathmann, Tracy Menick, and Tim Hall.

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

G. To discuss Professional Engineering Services for the development of Design/Construction Plans and Permitting for the SPLOST II "bond-funded" Norman Road Dam Reconstruction Project.

Larry Kaiser, City Engineer stated this item was to obtain approval to commence with the SPLOST II bond-funded "Norman Road Design/Construction Plan Development and Permitting" project – Phase I. The safety deficiencies that exist at the Norman Road dam at Clarkston Lakes necessitate moving forward with PH I of the project which begins with the procurement of a civil engineering firm to develop design and construction plans. The City Engineer identified on-going deteriorating conditions of the Norman Road dam as determined through various reconnaissance site visits and geotechnical reports and investigations. The following next steps were recommended for Phase I: Prepare scope of work for engineering design and construction plan development that includes satisfying all regulatory permitting requirements. Scope of work will also include a minimum of two (2) public meetings, development of a minimum of two reconstruction alternative approaches and a Probable Cost of Construction Cost for each; Begin advertising for professional engineering services before the end of January 2025; and Selection of professional civil engineering services will be "qualified-based" where the cost will be a component, not the only consideration, in the selection process.

The Council briefly discussed the item.

This item will be placed on the next City Council Meeting agenda under the Consent Agenda.

H. To discuss contracting services for repairs to Norman Road Dam due to Hurricane Helene.

Larry Kaiser, City Engineer stated this item was to obtain approval for contractor services to repair Norman Road dam and associated infrastructure as outlined in the "Report of Findings - Hurricane Helene Impacts to Norman Road dam" dated September 30, 2024.

Repairs are necessary to minimize further deterioration to the dam. Repairs are required to the Norman Road pavement, the partially collapsed decorative fence at the top of the downstream slope embankment, the stone retaining wall that has partially collapsed along the spillway downstream channel, the cracking/settlement of the roadway concrete flume and the "sloughing" of the downstream embankment slope. Further movement of soils on the

downstream slope will result in negative impacts to the roadway while further compromising the core of the dam. The City Engineer identified the safety deficiencies to the Norman Road dam as outlined in the "Report of Findings" and would recommend that the following steps occur to remediate the issues herein: Prepare scope of services to provide temporary repairs to the areas identified herein; Forward the scope of services to Procurement to advertise to-bid; Recommend the lowest and most qualified bidder and present to city council for approval before the end of the year; and Initiate repairs in January 2025 or sooner.

The Council briefly discussed the item.

This item will be placed on the next City Council Meeting agenda under the Consent Agenda.

I. To discuss an ordinance to amend the Zoning Code to increase the maximum floor area ratio, reduce the minimum lot size and increase maximum lot coverage requirements for the NR-3 zone; to reduce the minimum lot width and remove side setback requirements for single family attached dwelling units (townhomes); to increase the maximum building height for the TC district; and to reduce parking requirements for certain dwelling types.

Economic Development Director, Jacob Bouie stated this item will be going before the Planning and Zoning Board members on October 31, 2024, at 6:00pm for a recommendation to the Mayor and City with respect to its findings.

*Councilmember Bell entered the meeting.*

Councilmember Carroll gave a brief overview of this item.

This request comes from the Housing and Infrastructure committee after two (2) full meetings on the topic earlier in the year (April and May), and that there has been a significant amount of public discussion on these items over the past two years.

The Council briefly discussed the item.

Public comments were presented by Chris Becker, Tim Hall, Simone Wilson, Shannon Willow, and Dean Moore.
This item will be placed on the next City Council agenda for discussion.

J. To discuss the application to rezone properties located at 911 Mell Avenue, 917 Mell Avenue, 929 Mell Avenue, and 935 Mell Avenue from NR-1 (Low-density Neighborhood District) to NR-3 (High-density Neighborhood Residential District).

Economic Development Director, Jacob Bouie stated this item will be going before the Planning and Zoning Board members on October 31, 2024, at 6:00pm for a recommendation to the Mayor and City with respect to its findings.

The Council briefly discussed the item.

The rezoning request is the process of changing the designated zoning of NR-1, low—density to a higher density designation of NR-3. Based on the Clarkston 2040 Comprehensive Plan Future Land Use Map (FLUM), the proposal to rezone the subject properties from NR-1 to NR-3 corresponds with the applied character area of the Traditional Neighborhood Development. These areas are designated to nurture traditional neighborhood development patterns and housing types.

Applicant Garry Rainey gave an overview of the plans for his properties.

Public comments were presented by Tracy Menick, Dean Moore, Tim Hall, Simone Wilson, and Chris Becker.

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

K. To discuss an application to modify zoning stipulation #19 Final Plat of the Parkside Subdivision to allow carports or garages.

Economic Development Director, Jacob Bouie stated this item will be going before the Planning and Zoning Board members on October 31, 2024, at 6:00pm for a recommendation to the Mayor and City with respect to its findings.

The Council briefly discussed the item.

Zoning case MOD-24-10-001 - The Applicant, Tad Braswell, on behalf of Southwyck Homes, requests a Modification to zoning stipulation #19 on the Final Plat of the Parkside Subdivision. There are 28 remaining buildable lots for improvement in the Parkside Subdivision. A garage verses a carport provides extra protection and personal privacy for storing items such as sports equipment, yard tools, storage items, and more.

Public comments were presented by Tim Hall and Robyn Sands.

Mayor Burks offered apologies to the citizens regarding the process of this matter.

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

L. To discuss an ordinance to amend Chapter 2, Article 2 of the City Code concerning Council Meetings.

Councilmember Hood gave a brief overview of this item recommending establishing rules concerning the conduct of city council meetings to standardize procedures, encourage efficiency and address councilmember absences.

Mr. Quinn gave a brief overview of the proposed ordinance.

The Council briefly discussed the item and recommended additional changes to the proposed ordinance.

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

M. To discuss a resolution to regulate the utilization of the City Attorney's services by Councilmembers.

Councilmember Hood gave a brief overview of this item recommending the City Council to control expenses incurred by engaging legal advice from the city attorney and ensure that the city manager is kept abreast of legal issues. The proposed ordinance will regulate the utilization of the City Attorney's services by Councilmembers.

The Council briefly discussed the item.

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

N. To discuss an ordinance to amend Chapter 2, Article 3 of the City Code concerning the Code of Ethics to prohibit cash advances to elected officials to exclude per diems.

Councilmember Hood gave a brief overview of this item recommending this ordinance to clearly prohibit the mayor and any councilmembers from requesting or receiving any cash advance from the City. This shall not apply to the payment of per diem for travel associated with an approved trip for city business or education purposes."

The Council briefly discussed the item.

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

O. To discuss the 2025 Holiday Schedule for the City of Clarkston.

Dr. Dwight Baker, Director of Human Resources/ Risk Management stated this item was to approve the 2025 Holiday Schedule for the City of Clarkston, which was the same as last year.

The Council briefly discussed the item.

This item will be placed on the next City Council Meeting agenda under the Consent Agenda.

7. ADJOURNMENT

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

The meeting was adjourned at 10:24 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

# PROPOSED FY 2025 BUDGET

## Presented By: Tammi Saddler Jones, Interim City Manager
## Lolita Grant, Finance Director

## October 29, 2024 – Public Hearing
## November 7, 2024 – Public Hearing and Adoption

# THE PURPOSE OF THE CITY MANAGER'S PROPOSED BUDGET

The one of the most important policy decisions that the City Council makes annually is the consideration and adoption of the operating budget.

The budget represents the vision of the City Council and reflects the needs of the community.

The City’s fiscal year budget is from January 1 – December 31. The budget provides a 12-month roadmap for the staff to follow.

*Vision - As a multicultural, diverse community, we aspire to be inclusive and responsive, striving for excellence in everything we do.*

*Mission - It is the mission of the City of Clarkston to provide all citizens with cost effective services, and leadership that is open and responsive to the needs of the community as well as to work for the benefit of all while developing and ensuring the highest quality of life for our residents.*

# CITY'S VISION & MISSION IS FOCUSED ON:

**Staff Development**

**Public Safety**

**Economic Development**

**Infrastructure**

**Efficient/Effective Services**

CITY OF CLARKSTON

where possibilities grow

www.clarkstonga.gov

# FY25 BUDGET THEME IS: MOVING FORWARD TOGETHER

THE CITY WAS INCORPORATED DEC. 12, 1882. THIS YEAR, WE WILL BE CELEBRATING 142 YEARS AS A CITY (the past)

WE HAVE OVERCOME MANY CHALLENGES (the past)

MANY OPPORTUNITIES ARE AHEAD (the future)

THE WINDSHIELD IS LARGE AND PROVIDES GREAT VISION (the future)

THE REAR VIEW MIRROR IS SMALL BUT PROVIDES IMPORTANT PERSPECTIVE (the past)

MY GOAL IS TO PRESENT A BUDGET FOCUSED ON **MOVING FORWARD TOGETHER** IN 2025

# JOURNEY TO THE CM'S PROPOSED BALANCED BUDGET



Budget Kickoff – Budget Instructions were provided to staff. They were instructed to review operational needs for efficient and effective operations.

Staff meeting held to assess office space and technology needs.

The Interim City Manager held 2 meetings with City Council to review the FY 2025 Budget to include the Community Action and ARPA budgets.

Meeting held with Staff and/or City Engineer to discuss Capital Improvement Projects, Fleet and technology needs for 2025 – 2030.

New Initiatives in the budget process required Staff to review Citywide Fees and make recommendations for any changes.

# Proposed FY25 BUDGET PLAN



- 3% Cost of Living Adjustment (COLA) for all City Employees - Effective 7/1/2025
- Addition of a City Planner and two (2) Summer Interns.
- Upgrades for Parks.
- Upgrades for Roads and sidewalks.
- Purchase Police Cars and Equipment.
- Upgrade to technology.

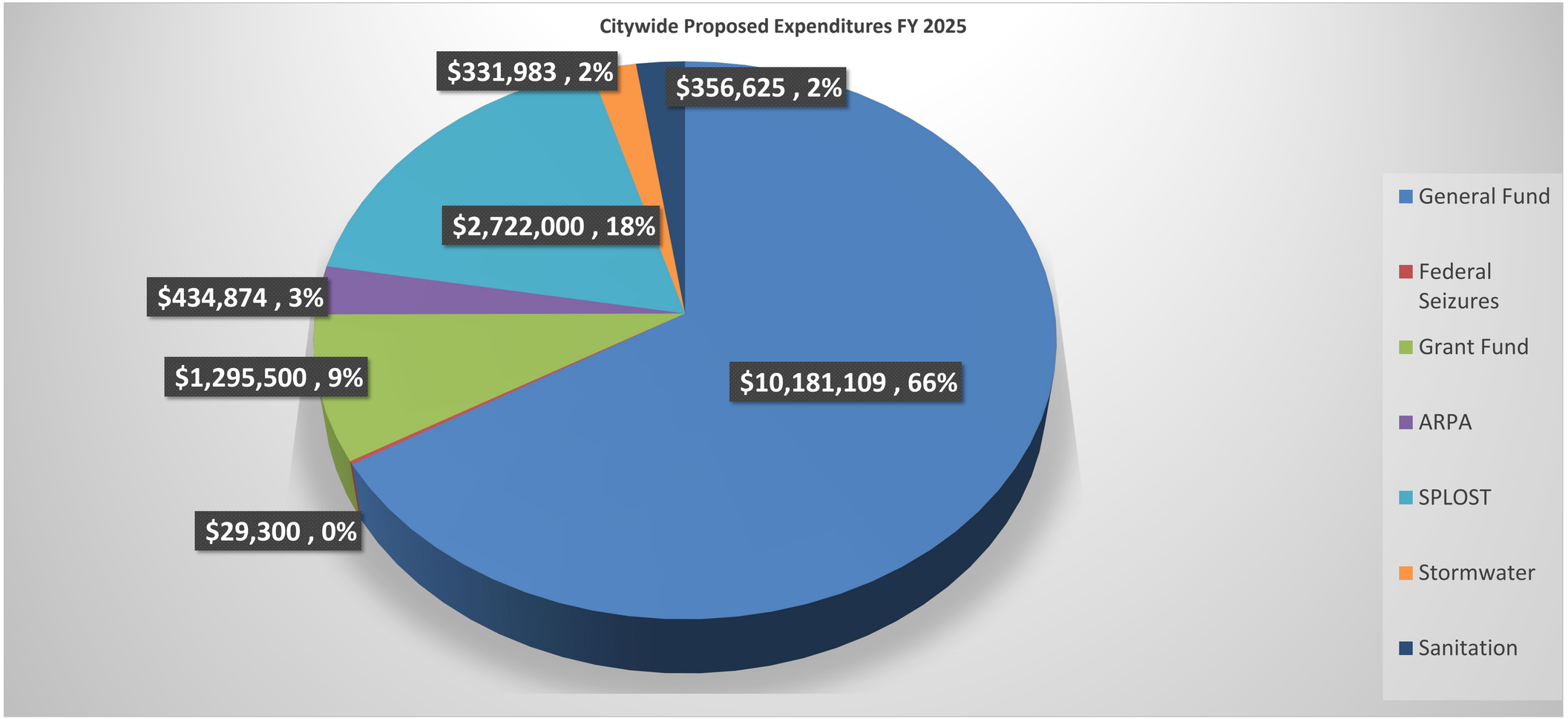
## NEW KEY INITIATIVES TO MOVE THE CITY FORWARD

:

- Public Infrastructure Enhancements
- Police Cars and Equipment
- Future City Facilities - Master Planning
- Grant Allocation to Support Community Programs

# Citywide Expenditures Budget FY 2025

## THE PROPOSED FISCAL YEAR 2025 BUDGET TOTALS $15.3 MILLION



# General Fund Proposed Budgeted Expenditures FY 2025

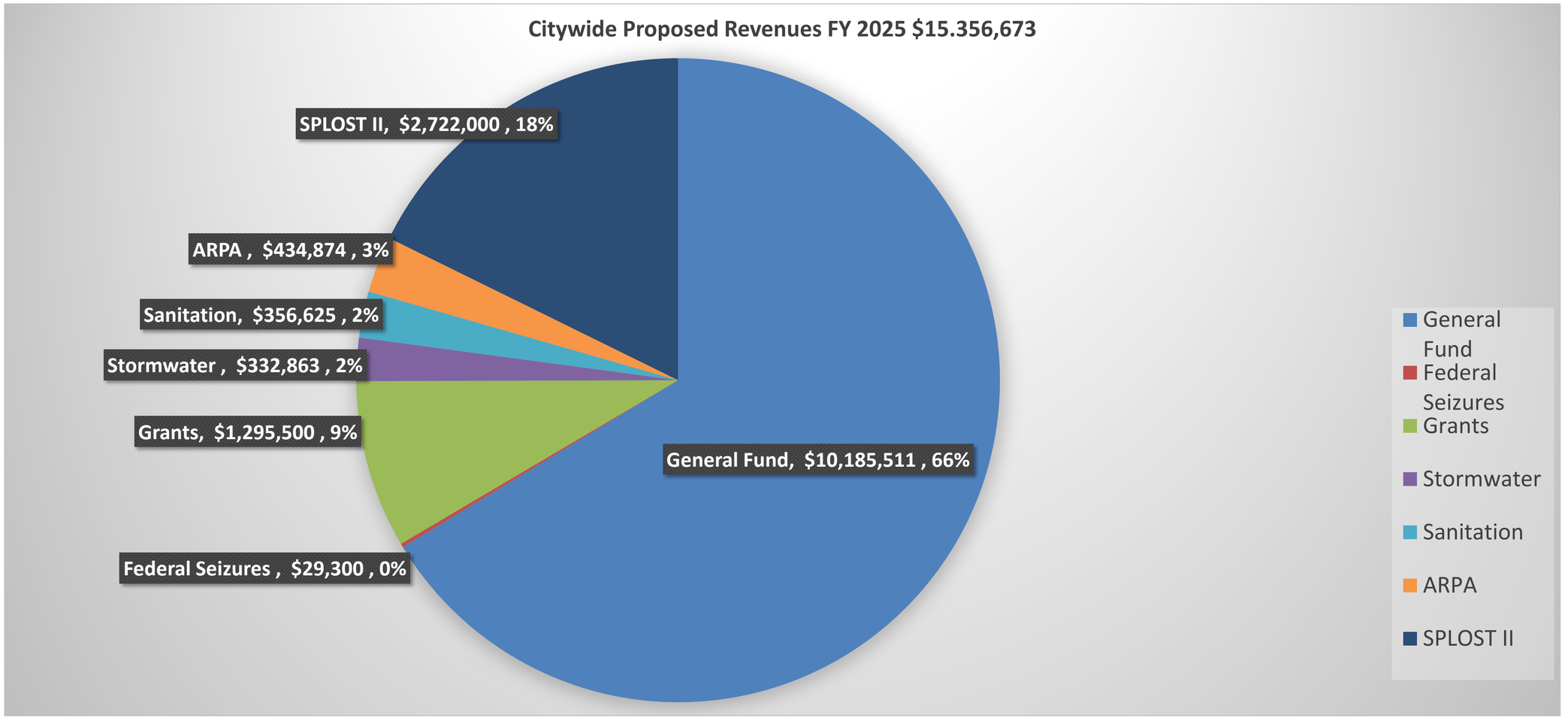


| General Fund Expenditures | Proposed Budget FY 2025 | Adopted Budget FY 2024 | % of General Fund Proposed FY 2025 Budget | % of Total Proposed FY 2025 Budget | Variance |
|---|---|---|---|---|---|
| Administration | $ 2,496,374 | $ 1,787,439 | 24.36% | 16.14% | $ 686,935 |
| Police | $ 3,185,162 | $ 3,028,183 | 31.35% | 20.78% | $ 156,979 |
| Municipal Court | $ 453,217 | $ 469,095 | 4.46% | 2.96% | $ (15,878) |
| Public Works | $ 1,315,242 | $ 1,235,180 | 12.95% | 8.58% | $ 80,062 |
| Buildings and Grounds | $ 618,208 | $ 539,908 | 6.09% | 4.03% | $ 78,300 |
| Parks | $ 440,810 | $ 278,060 | 4.34% | 2.88% | $ 162,750 |
| Planning and Development | $ 827,834 | $ 775,350 | 8.30% | 5.50% | $ 67,484 |
| Community Action Projects | $ 173,000 | $ 158,000 | 1.56% | 1.03% | $ - |
| Debt Service | $ 621,262 | $ 672,000 | 6.12% | 4.05% | $ (50,738) |
| Capital Projects - General Fund | $ 50,000 | $ 274,850 | 0.49% | 0.33% | $ (224,850) |
| **Total General Fund Expenditures** | **$ 10,181,109** | **$ 9,218,065** | **100.00%** | **66.27%** | **$ 941,044** |

# Other Funds Expenditures Budget FY 2025 - continued

| Other Funds Expenditures | Proposed FY 2025 Budget | Adopted 2024 Budget | % of Proposed FY 2025 Total Budget | Variance |
|---|---|---|---|---|
| Federal Seizures Fund | $ 29,300 | $ 61,200 | 0.19% | $ (31,900) |
| City Seizures Fund | $ - | $ 100 | 0.00% | $ (100) |
| Grants Fund | $ 1,295,500 | $ 1,665,909 | 8.45% | $ (370,409) |
| ARPA Coronavirus Relief Fund | $ 434,874 | $ 852,128 | 2.84% | $ (417,254) |
| SPLOST Fund | $ 2,722,000 | $ 3,386,984 | 17.76% | $ (664,984) |
| Stormwater Fund | $ 331,983 | $ 332,863 | 2.17% | $ (880) |
| Sanitation Fund | $ 356,625 | $ 310,000 | 2.33% | $ 46,625 |
| **Total Expenditures - All Funds** | **$ 15,351,391** | **$15,827,249** | **100.00%** | **$ (497,858)** |

# Citywide Revenues Budget FY 2025



# General Fund Revenues Budget FY 2025

| General Fund Revenues | Proposed 2025 Budget | % of Total General Fund Revenue | % of Proposed FY 2025 Citywide Revenues | 2024 Adopted Budget | Variance |
|---|---|---|---|---|---|
| Property Taxes | $ 6,695,330 | 65.73% | 43.60% | $ 6,042,990 | $ 652,340 |
| Franchise Fees | $ 520,437 | 5.11% | 3.38% | $ 515,396 | $ 5,041 |
| Insurance Premium Tax | $ 1,359,600 | 13.35% | 8.30% | $ 1,320,000 | $ 39,600 |
| Business Related Taxes | $ 516,296 | 5.07% | 2.80% | $ 449,000 | $ 67,296 |
| Municipal Court Fine | $ 270,406 | 2.65% | 1.50% | $ 242,200 | $ 28,206 |
| Permits/Fees for Service | $ 445,545 | 4.37% | 1.90% | $ 301,053 | $ 144,492 |
| Other Revenues | $ 297,897 | 2.92% | 1.40% | $ 215,196 | $ 82,701 |
| Other Financing Sources | $ 80,000 | 0.79% | 0.90% | $ 138,230 | $ (58,230) |
| | | | | | |
| **TOTAL** | **$10,185,511** | **100.00%** | **63.78%** | **$9,224,065** | **$ 961,446** |

# Other Funds Revenues Budget FY 2025 - continued

| Other Fund Revenues | Proposed 2025 Budget | Adopted 2024 Budget | Variance |
|---|---|---|---|
| Federal Seizures Fund | $ 29,300 | $ 61,200 | $ (31,900) |
| City Seizures Fund | $ - | $ 100 | $ (100) |
| Grants Fund | $ 1,295,500 | $ 1,665,909 | $ (370,409) |
| ARPA Coronavirus Relief Fund | $ 434,874 | $ 852,128 | $ (417,254) |
| SPLOST Fund | $ 2,722,000 | $ 3,386,984 | $ (664,984) |
| Stormwater Fund | $ 332,863 | $ 332,863 | $ - |
| Sanitation Fund | $ 356,625 | $ 310,000 | $ 46,625 |
| **Total Revenues - Citywide** | **$ 15,356,673** | **$ 15,833,249** | **$ (476,576)** |

# PUBLIC INFRASTUCTURE ENHANCEMENTS

**The SPLOST II referendum was approved in the November 7, 2023, election. The City of Clarkston is expected to receive $17,245,978 over six (6) years.**

**The City Manager's Office will propose budget amendments as we develop more finite project plans for SPLOST II categories. Total SPLOST II collections to date is $1,544,862.**

# SPLOST II Allocations by Category

| CITY OF CLARKSTON<br>SPLOST II 2023 PROJECT LISTING | | |
|---|---|---|
| **Categories** | **Estimated Allocation of Tax Proceeds** | **Category % for SPLOST** |
| ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS | $ 10,347,587 | 60.0% |
| A CULTURAL FACILITY, RECREATIONAL FACILITY OR HISTORIC FACILITY | $3,449,196 | 20.0% |
| A COURTHOUSE; ADMINISTRATIVE BUILDING; CIVIC CENTER | $2,241,977 | 13.0% |
| PUBLIC SAFETY FACILITIES, AIRPORT FACILITIES AND/OR RELATED CAPITAL EQUIPMENT | $1,207,218 | 7.0% |
| | | |
| GRAND TOTAL ESTIMATED | $17,245,978 | 100.0% |
| | | |
| **EXPECTED SIX YEAR SPLOST COLLECTIONS** | **$17,245,978** | |

# NEW PERSONNEL RECOMMENDATIONS

| | |
|---|---|
| **New Personnel Recommendations - Workforce Development and Implementation of Best Practices** | |
| Funding for the Class and Compensation Study | $8,000 |
| | |
| | |
| **Key new staff** – One FT Planner in Planning/Economic Development and two (2) Summer Interns *(includes salary and benefits for the FT Planner and only salary for Summer Interns)* | $101,352 |
| | |
| | |
| **ESTIMATED TOTAL WORKFORCE** | **$109,352** |

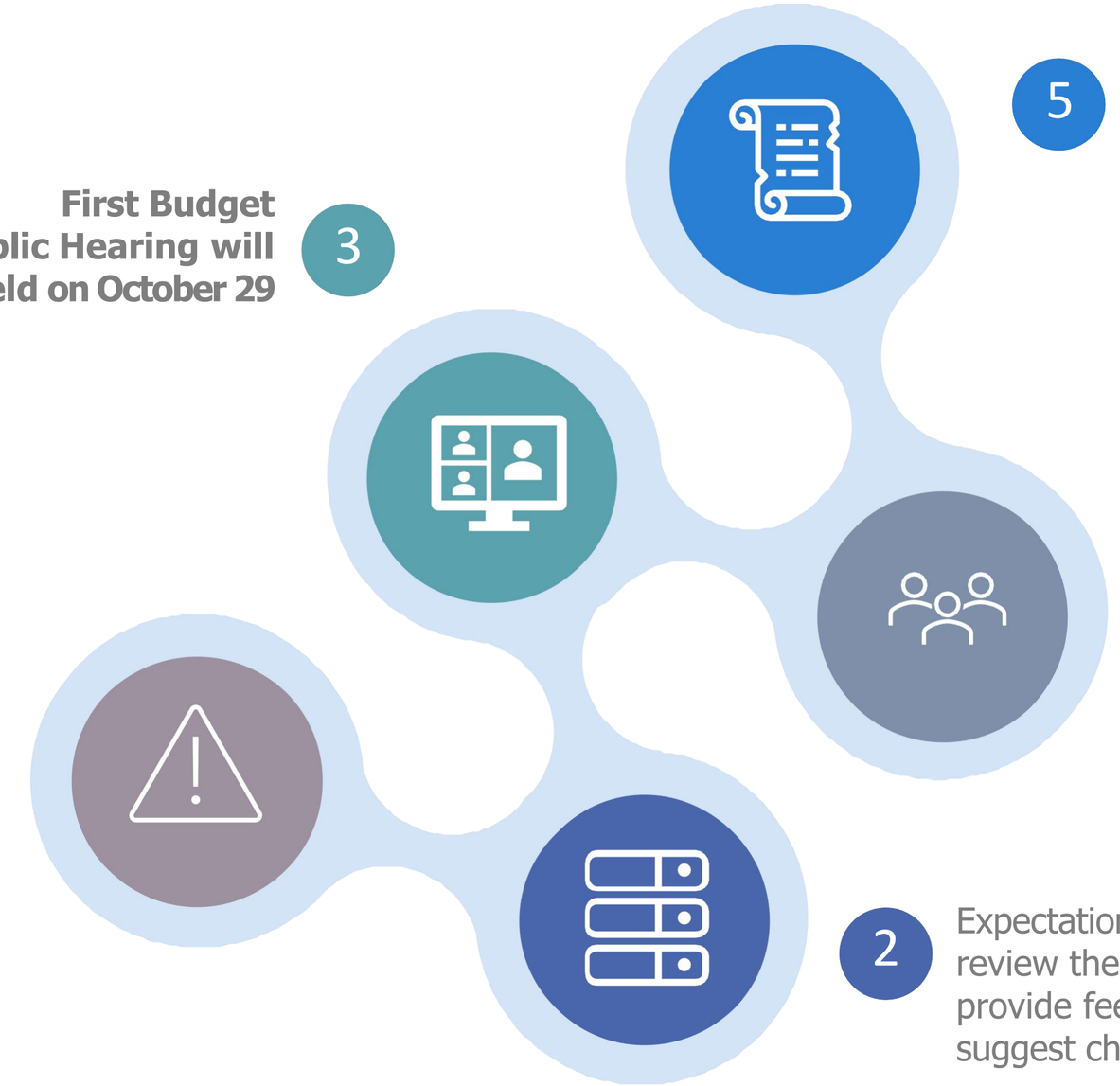
# NEW ADMINISTRATIVE OFFICE BUILDING 736 PARK NORTH BLVD.

| **New Office Space – 736 Park North Blvd.** | |
|---|---|
| | |
| Contingency *(for unforeseen building, maintenance expenses, etc.)* | $ 50,000 |
| Annual Lease Payments – to begin upon possession of the building | $390,000 |
| Information Technology | $135,000 |
| | |
| **TOTAL PLANNING** | **$575,000** |

# OTHER KEY PROGRAMS AND INITIATIVES

| **City Programs/Services** | |
|---|---|
| Digitization Initiative | $15,000 |
| City Annexation Study | $20,000 |
| Strategic Plan | $30,000 |
| Community Action Projects | $173,000 |
| Financial Advisory Services | $20,000 |
| Facilities Master Plan | $25,000 |
| **ESTIMATED TOTAL SERVICES** | **$283,000** |

# NEXT STEPS



1 REMINDER—this is the CM's **Proposed** Budget

2 Expectation—Council will review the details, provide feedback, and suggest changes

3 **First Budget Public Hearing will be held on October 29**

4 Additional Budget Public Hearing will be held on November 7

5 **Budget Adoption November 7**

# Thank you!

**FOR THE OPPORTUNITY TO PRESENT**
**A *BALANCED* BUDGET FOCUSED ON**
**MOVING OUR CITY FORWARD, TOGETHER IN FY 2025**

**SPECIAL THANKS TO:**
**LOLITA GRANT, CPA, FINANCE DIRECTOR**
**KEISHA DIXON, EXECUTIVE ASSISTANT**

# Questions and Comments

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE THE ADOPTION OF A BUDGET PROPOSED BY THE CITY MANAGER CONTAINING ESTIMATES OF THE PROPOSED REVENUES AND EXPENDITURES OF THE CITY OF CLARKSTON, GEORGIA, AND TO PROVIDE FOR THE LEVY OF TAXES FOR EXPENSES OF SAID CITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025.

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

SECTION 1. That the proposed Fiscal Year 2025 Budget, attached hereto and incorporated herein as a part of this ordinance is hereby adopted as the Budget for the City of Clarkston, Georgia for Fiscal Year 2025, which begins January 1, 2025 and ends on December 31, 2025.

SECTION 2. That the several items of revenues, other financial resources, and source of cash shown in the budget for each fund in the amounts shown anticipated are hereby adopted, and that the several amounts shown in the budget for each fund as proposed expenditures or expenses and uses of cash are hereby appropriated to the departments named in each fund.

SECTION 3. That the "legal level of control" as defined in OCGA §36-81 is set at the departmental level, meaning that the City Manager in the capacity as Budget Officer is authorized to move appropriations from one line item to another within a department, but under circumstances may expenditures or expenses exceed the amount appropriated for a department without a further budget amendment approve by the Mayor and City Council.

SECTION 4. That all appropriations shall lapse at the end of the fiscal year.

SECTION 5. That this ordinance shall be and remain in full force and effect from and after its date of adoption.

SECTION 6. That for the said fiscal year 2025, there are no debt service expenses outstanding for bonds.

SECTION 7. All ordinances or parts of ordinance, inconsistent with this ordinance are hereby repealed.

ADOPTED this 7th day of November, 2024.

_____
Beverly H. Burks, Mayor

ATTEST:

_____
Tomika R. Mitchell, City Clerk

CITY OF CLARKSTON

where possibilities grow

# PROPOSED BUDGET

## FISCAL YEAR 2025

MOVING FORWARD, TOGETHER

CITY OF CLARKSTON

where possibilities grow

# MAYOR AND CITY COUNCIL

**Beverly H. Burks**
Mayor

**Mark Perkins**
Councilman

**Yterenickia Bell**
Councilwoman

**Debra Johnson**
Vice Mayor

**Susan Hood**
Councilwoman

**Jamie Carroll**
Councilman

# City of Clarkston, Georgia

# PROPOSED BUDGET FOR FISCAL YEAR ENDING DECEMBER 31, 2025

Tammi Saddler Jones
Interim City Manager

Lolita Grant, CPA
Finance Director

*(This document is a Proposed Budget Only. It is not the Approved FY 2025 Budget). The FY 2025 Budget is not final until the City Council approves and adopts the budget. The proposed budget may be changed up to and including the date of adoption. Revisions along with the final budget will be posted to the City's website.)*

City of Clarkston

Proposed Budget
Fiscal Year 2025

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City of Clarkston

Proposed Budget
Fiscal Year 2025

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# BUDGET OVERVIEW

October 11, 2024

Dear Mayor and City Council Members:

Presented is the Proposed FY 2025 City of Clarkston Fiscal Budget. The budget was developed in accordance with regulations established by the State of Georgia and with the assistance of staff, Mayor, and Council. The Proposed FY 2025 Budget is balanced, and includes a 3% COLA, funding for a Planner and infrastructure improvements to roads, streets, a new city sign and technology upgrades.

FY 2025 Citywide Proposed Budgeted Revenues for all funds totaled $15,356,673 a decrease of 3.1% from FY 2024. Expenditure totaled $15,351,391, a decrease of $475,858 from last year. Citywide revenues are projected to exceed expenditure by $4,402. The primary reason for the decreased in revenues and expenditures is due to a decrease in the ARPA and other grant funding and expenditures.

The Proposed FY 2025 General Fund Operating Budget of $10,185,511 an increase of $961,446 or 10.42% as compared to FY 2024. The anticipated increases in revenues are from projected increases in property values, insurance premium, occupational, franchise taxes and recommended increases to citywide fees.

The initial stages of the 2025 Budget Process have commenced. The attached document encompasses what we have heard thus far allowing amendments and additional considerations along the way. Copies of the 2025 Budget will be made available to the public electronically on the City of Clarkston website.

Hard copies of the proposed budget will be available for review at the Clarkston Public Library as well as onsite at the Clarkston City Hall Annex.

The Public Hearings where citizens can make comments on the 2025 Proposed Budget will be held Tuesday, October 29, 2024, and Thursday, November 7, 2024. Adoption of the 2025 Budget is scheduled for the Council Meeting held on November 7, 2024.

To allow for a more interactive process and to provide direct input on budget items, a scheduled meeting was held with the Mayor and Council members and the Interim City Manager during the 2025 Budget Pre-construction process. These one-on-one meetings were held during the week of September 9 – 11.

Meetings are planned for October 16 -18 with the Interim City Manager and elected officials to review the Final Proposed FY 2025 Budget. The Mayor and Council will receive an overview of the Proposed FY 2025 Budget and answer any question or concerns. Staff will also be available to answer questions during and after the budget briefing.

As you review the preliminary budget, please share any follow up questions that you have. I appreciate your direction and support as we collectively work towards delivering our community the resources, services and leadership that allows us the comforts of home.

Respectfully,

Tammi Saddler Jones

Tammi Saddler Jones
Interim City Manager

## **Revised** Timeline for 2025 Budget Planning Calendar

| | |
|---|---|
| August 15 | Budget Kick-off Meeting with Department Heads and Distribution of Budget Planning Information |
| August 21 | Capital Expenditure Requests from Department Heads Due |
| August 23 | Updated Projected Amended 2024 Department Narratives and 2025 Proposed Department Narrative/New Project Requests Due to City Manager and Finance |
| August 26-30 | City Manager meets with Department Heads to discuss Budget Requests |
| September 3 | First Draft of Proposed FY 2025 Budget Consolidated |
| September 9-11 | City Manager meets with Mayor/Council for Budget Planning |
| October 11 | Final Consolidated Draft of Proposed FY 2025 Budget for Distribution |
| October 14 - 18 | City Manager meets with Mayor/City Council to review Final Proposed Budget |
| October 29 | Proposed FY 2025 Budget presented to City Council at 6:00PM Special Called City Council Meeting |
| October 29 | 1st Public Hearing on Proposed FY 2025 Budget at 6:00PM Special Called City Council Meeting |
| November 7 | Proposed FY 2025 Budget presented to City Council at 7:00PM City Council Meeting |
| November 7 | 2nd Public Hearing and Adoption of Proposed FY 2025 Budget at 7:00PM City Council Meeting |

**DEADLINES FOR LEGAL ADS FOR BUDGET NOTICES**

| | |
|---|---|
| October 3 | Ad Submitted to Champion News for Proposed FY 2025 Budget availability Notice<br>*(Ad publication required for week of City Council distribution)* |
| October 10 | Ad Published in Champion News for Proposed FY 2025 Budget availability Notice<br>*(Ad publication required for week of City Council distribution)* |
| October 10 | Ad Submitted to Champion News for Proposed FY 2025 Budget availability & Public Hearing Notice publication for October 29 Public Hearing |
| October 17 | Ad submitted to Champion News for Proposed FY 2025 Budget availability & Public Hearing Notice publication for November 7 Public Hearing and Adoption |
| October 17/24 | Ads published in Champion News for Proposed FY 2025 Budget availability & Public Hearing Notice for October 29 and November 7 meetings. |

*Adoption of the Budget Ordinance:*

*The budget must be adopted in the form of an ordinance at a public meeting. The council must wait at least one week after the public hearing is held before meeting to adopt the budget. O.C.G.A. § 36-81-6(a).*

*A prominent notice of the meeting to adopt the budget ordinance/resolution must be published in the Champion newspaper (this information will be included in the ad to run on October 17, 2024 & October 24, 2024) of general circulation (in a location other than where the legal notices are published) at least one week before the meeting to adopt the budget. O.C.G.A. §§ 36-81-6(a) and 36-81-5(e).*

**ADMINISTRATION 12 Full-Time Equivalents (FTE) and 2 SEASONAL**

STAFF: City Manager, Assistant City Manager, City Clerk, Finance Director, (2) Accountant, Executive Administrative/Special Project Manager, Director of Human Resource/Risk Management, Communications Director, Special Coordinator, Diversity Equity, and Inclusion Officer, Administrative Coordinator and two (2) Summer Interns

**New Positions in 2025: (2) Summer Interns**

Total expenditures in the Administration Department have increased from $1,787,439 in FY 2025 to $2,496,374, an increase of $708,935. The Administration Department budget represents 24.5% of the total General Fund Budget.

Group Health Insurance premium costs for the City increased by 20% for FY 2025 compared to a 38% increase in FY 2024. The overall Group Health Insurance budget for 2024 was $636,384 and increased by 38.4% to $833,496 for FY2025. Health Insurance premium costs represent 8% of total General Fund Operating expenditures compared to 8.82% in 2024. The overall increase is due to increased charges by insurance providers.

The City of Clarkston Defined Benefit Retirement Plan contribution costs increased overall by 13.3% from FY2024, $55,155 to $628,278 in FY 2025. The pension contributions rates are calculated as a as a percentage of gross salaries. The contribution projected rate increased by .5% from 14.5% to 15% for FY2025. Total Retirement Contributions represents 6.0% of total General Fund Operating expenditures.

**POLICE – 23 FTE and 1 PART-TIME**

**STAFF:** Police Chief, Assistant Police Chief, Captain DEA Task Force, Lt- Uniform Patrol, (4) Sergeants for Patrol, (9) Patrol Officers, (3) CID Staff, (1) Sergeant/State Certification, (1) TAC Records Clerk (1 – (Full-time and 1 Part-time) and (1) Social Worker)

**New Staff: N/A**

Expenditures for the Police Department are budgeted at $3,185,162 for FY 2025 compared to $3,028,183 in FY 2024 representing an overall increase of 5.2 %. This increase is primarily due to a proposed COLA of 3%. The Police department budget represents 31.3% of the total FY 2025 General Fund Budget Expenditures.

Full-time personnel includes a Police Chief, who is responsible for the overall management of the department; an Assistant Chief who commands the operational uniform and criminal investigations divisions; one (1) Sergeant who serves as the department's accreditation and state certification manager and will also serve as the department's training officer to insure all personnel meet P.O.S.T certification requirements; (1) Captain that is currently assigned to a DEA Task force; one (1) Lieutenant who serves as the uniform patrol commander; three (3) detectives; nine (9) patrol officers; four (4) Sergeants for patrol, and a TAC records clerk.

The recruitment of qualified and desirable candidates to fill the Patrol Officer positions has increased compared to previous years. There has been a reduction in the number of qualified individuals who choose law enforcement as a profession. Consequently, competition to attract and employ qualified candidates has increased.

**MUNICIPAL COURT – 3.0 FTE**

STAFF: Chief Court Clerk, (2) Court Clerk

Municipal Court's budgeted expenditures for FY 2025 is $453,217 compared to $469,095 in FY2024, An overall decrease of $15,878. As a direct result of increasing the law enforcement officers and changes in the State and local regulations, staff expects overall enforcement, safety, compliance, and courts revenues increased in FY 2025.

**PUBLIC WORKS/BUILDING & GROUNDS 9.0 FTE**

STAFF: Public Works Director, Public Works Manager, (2) Laborers, (2) Equipment Operators, (1) CDL Drivers, (2) Crew Leaders

**New Staff: N/A**

The FY2025 Operating Budget for Public Works, Building & Grounds and Parks is $1,315,242 and $618,208, respectively. An increase of $80,062 and $78,300 respectively over FY 2024 Budgeted Expenditures. The total combined budget for Public Works and Building and Grants represents 17.4% of the total General Fund Expenditures Budget.

To maintain our parks more effectively, two laborers will be transferred from Public Works to the Parks Department. Public Works' staff will continue to ensure the maintenance and care of the City's rights-of-way, including streets and sidewalks. They will also perform a variety of maintenance, beautification, and improvement including all mowing/weeding of the CSX right-of-way throughout the city limits. Tree trimming/removal management and abatement services will remain the responsibility of Public Works.

$50,000 is budgeted as a contingency for IT infrastructure.

**PARKS AND RECREATION 3 FTE**

Staff: One (1) Director and two (2) Laborers

New Staff: Two (2) Laborers transferred from Public Works

The FY 2025 Proposed Budget for Parks and Recreation is $440,810 and an increase of $162,750 over last year. The primary reason for the increase is attributed to the reassignment of two laborers and increase in cost to implement new programs such as soccer, flag ball, etc.

**PLANNING/ECONOMIC & DEVELOPMENT – 6.0 FTE**

STAFF: Director of Planning/Economic Development, City Engineer, (2) Code Compliance Officer, Economic Development Coordinator and 1 Planner

**New Staff:** Planner

The Planning/Economic and Development Director is responsible for all zoning, plan review, building inspection and permitting functions. The Planning & Development Director is responsible for the management of all technical consultants for Planning and Economic Development. In addition, Planning/Economic and Development Director provides technical assistance to the Planning and Zoning Board, Mayor and City Council, and the City Manager. Professional fees for zoning, planning, and building Inspection services are currently budgeted in this department.

Effective code enforcement will continue to be critical to the future success of Clarkston's economic development efforts. Given the age of many of the commercial, retail, and multi-family dwellings, the City will continue to focus on addressing persistence property maintenance issues. Therefore, for FY 2025, the city will continue to provide code enforcement services utilizing two full-time staff positions. Additionally, the City will contract with third-party vendors as needed to assist staff with construction plan reviews and after-hours compliance enforcement performed in conjunction with the police department.

The recommended FY2025 budget for Planning and Development is **$**827,834, an increase of $52,484 over FY2024 budget of $775,350. The Proposed Budget for FY 2025 is approximately 8.1% of the total budgeted General Fund Expenditures.

## Community Action Projects

The City of Clarkston believes that it is important to support programs and projects that enhance the quality of life for all residents. Therefore, in FY 2025, the City has appropriates $58,000 to support Special Events. An additional $100,000 is budgeted for Community Action Projects through a newly developed City Grant Program. The grant program will provide limited funding to support community action programs that benefit Clarkston Residents. The City Manager's Office and Finance Department will oversee the grant process.

The Community Action Projects FY 2025 Proposed Budget of $173,000 is increased by $15,000 from FY 2024. It is 1.7% of total budgeted General Fund Expenditures.

## Debt Service

The City anticipates the need to obtain a TAN, (Tax Anticipation Note) of $700,000 – 950,000 in FY 2025 as bridge funding until property tax revenues are received during the fourth quarter of 2025.The City typically uses TANs to funding of operations until property taxes revenues are collected.

The FY 2025 General Fund appropriation for Debt Service is **$**621,2620 compared to $672,000 budgeted in FY 2024.

## SPLOST Fund

The first SPLOST referendum was approved by the voters on November 7, 2017, and collections started in March 2018 and expire on March 31,2024. The SPLOST II referendum was approved November 7, 2023. Estimated SPLOST II tax proceeds for FY2025 is $2,722,000. In FY 2024, the City issued Revenue Bonds in the amount of $7,000,000 with the principal and interest payments to be paid from SPLOST Tax proceeds over (5) years. The SPLOST Fund expenditures budget for FY 2025 totals $2,722,000 for interest and principal payments.

## Storm Water Utility Fund

Storm Water Utility Revenue is estimated at $332,863 for FY 2025. During 2025, the City will continue to address storm water maintenance issues and implement the Storm Water Management Plan as required by the Georgia Environmental Protection Division. The City, in prior years, tested ERU calculations for several parcels and determined that many had errors. Therefore, in 2025, the City will continue to conduct an audit of Stormwater ERU calculations.

The City has allocated $107,650 in salaries and payroll taxes to the Stormwater Fund from the Public Works department to account for staff time spent during the winter and early spring to perform annual stormwater maintenance and clearance of storm water structures. Total Proposed Storm Water Fund Expenditures FY 2025 are at **$**331,983 is $880 lower than last year.

## Sanitation Enterprise Fund

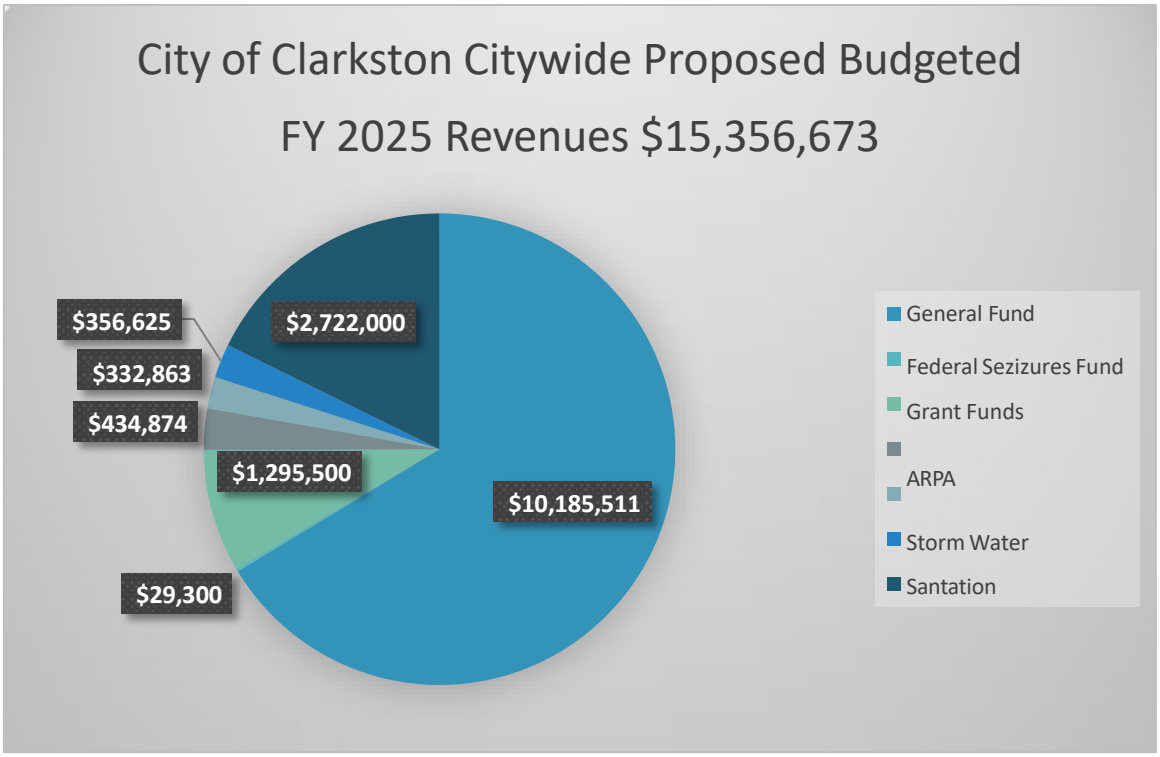
The Sanitation Enterprise Fund continues to perform adequately. Expenditures and revenues for FY 2025 are projected at $356,000. City Staff is currently reviewing three Requests for Proposals for Sanitation Services to begin in 2024.

## Grant Funds

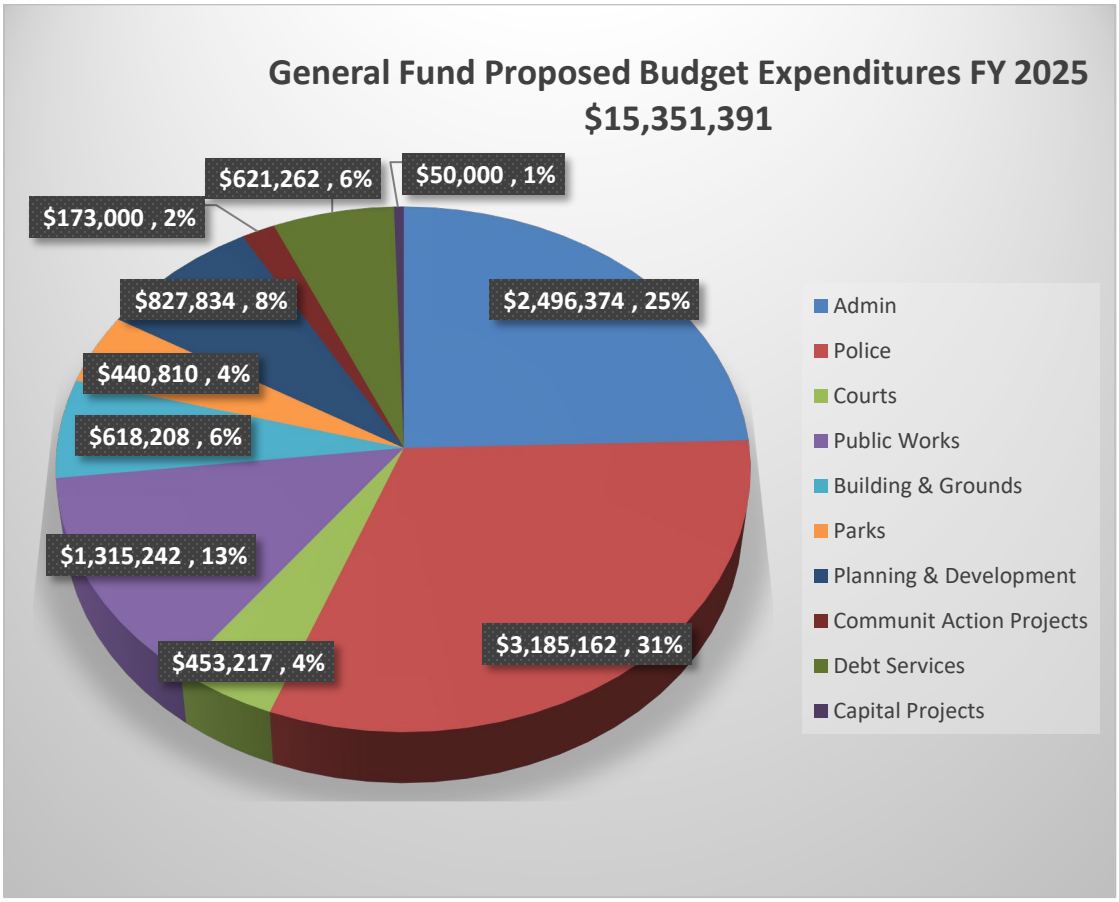
The City of Clarkston has budgeted seven sources of grant funding for FY025 as follows:

| | |
|---|---|
| Local Maintenance & Improvement (LMIG) state grant fund | $ 120,000 |
| SS4A-Safe Streets & Roads Planning Grant | $1,000,000 |
| Public Safety & Violent Crime Reduction Grant | $ 161,500 |
| Opiod Settlements | $ 10,000 |
| Dept of Justice – Bulletproof Vest Reimbursement Grant | $ 4,000 |
| Total | $1,295,500 |

The Proposed FY 2025 Budget of $1,295,500 the Grant Fund revenues and expenditures are $370,409 lower when compared to FY 2024 budgeted amounts of $1,665,909.


City of Clarkston Citywide Proposed Budgeted
FY 2025 Revenues $15,356,673
$356,625
$2,722,000
$332,863
$434,874
$1,295,500
$10,185,511
$29,300
General Fund
Federal Sezizures Fund
Grant Funds
ARPA
Storm Water
Santation

$


General Fund Proposed Budget Expenditures FY 2025
$15,351,391
$621,262 , 6%
$50,000 , 1%
$173,000 , 2%
$827,834 , 8%
$2,496,374 , 25%
$440,810 , 4%
$618,208 , 6%
$1,315,242 , 13%
$453,217 , 4%
$3,185,162 , 31%
Admin
Police
Courts
Public Works
Building & Grounds
Parks
Planning & Development
Communit Action Projects
Debt Services
Capital Projects

| CITY OF CLARKSTON PROPOSED 2025 BUDGET | | | | | | |
|---|---|---|---|---|---|---|
| As of October 11, 2024 | 2023 ACTUAL | 2024 ADOPTED BUDGET | 2024 ACTUAL AS OF 09/30/2024 | % OF BUDGET | 2024 PROJECTED & AMENDED BUDGET | 2025 PROPOSED BUDGET |
| **REVENUES** | | | | | | |
| **General Fund** | **7,532,872** | **9,224,065** | **2,250,342** | **58.3%** | **9,253,328** | **10,185,511** |
| | | | | | | |
| **Other Funds:** | | | | | | |
| Federal Seizures Fund | 11,064 | 61,200 | 101,891 | 0.4% | 152,500 | 29,300 |
| City Seizures Fund | - | 100 | - | 0.0% | - | - |
| Grants Fund | 360,238 | 1,665,909 | 426,644 | 10.5% | 633,361 | 1,295,500 |
| HOST Fund | 70,821 | - | - | 0.0% | - | - |
| Stormwater Fund | 232,280 | 332,863 | 65,492 | 2.1% | 332,853 | 332,863 |
| Sanitation Fund | 287,718 | 310,000 | 215,461 | 2.0% | 331,461 | 356,625 |
| Affordable Housing Trust Fund | | - | - | 0.0% | - | - |
| ARPA Coronavirus Relief Fund | 1,027,392 | 852,128 | 419,113 | 5.4% | 862,031 | 434,874 |
| SPLOST Fund | 2,481,195 | 3,386,984 | 2,302,214 | 21.4% | 3,386,984 | 2,722,000 |
| | | | | | | |
| **Total Revenue - All Funds** | **$ 12,003,579** | **$ 15,833,249** | **$ 5,781,157** | | **$ 14,952,518** | **$ 15,356,673** |
| | | | | 100.0% | | |

| EXPENDITURES | | | | | | |
|---|---|---|---|---|---|---|
| **GENERAL FUND EXPENDITURES** | | | | | | |
| Administration | 1,430,060 | 1,787,439 | 1,333,358 | 11.3% | 1,711,306 | 2,496,374 |
| Police | 2,357,354 | 3,028,183 | 2,006,749 | 20.9% | 2,792,570 | 3,185,162 |
| Muncipal Court | 407,183 | 469,095 | 263,199 | 0.0% | 381,825 | 453,217 |
| Public Works | 1,073,824 | 1,235,180 | 823,191 | 66.6% | 1,150,495 | 1,315,242 |
| Buildings and Grounds | 153,953 | 539,908 | 400,922 | 74.3% | 907,668 | 618,208 |
| Parks | 164,363 | 278,060 | 198,661 | 71.4% | 307,116 | 440,810 |
| Planning and Development | 425,130 | 775,350 | 397,987 | 51.3% | 703,397 | 827,834 |
| Community Action Projects | 56,961 | 158,000 | 49,843 | 31.5% | 100,000 | 173,000 |
| Debt Service | 744,587 | 672,000 | 411,320 | 61.2% | 681,200 | 621,262 |
| Capital Projects Fund - General Fund | 374,252 | 274,850 | 128,265 | 46.7% | 257,394 | 50,000 |
| **Total General Fund Expenditures** | **7,187,669** | **9,218,065** | **6,013,494** | **65.2%** | **8,992,972** | **10,181,109** |
| | | | | | | |
| **Other Funds Expenditures** | | | | | | |
| Federal Seizures Fund | 106,438 | 61,200 | 7,500 | 12.3% | 152,500 | 29,300 |
| City Seizures Fund | - | 100 | - | 0.0% | - | - |
| Grants Fund | 356,892 | 1,665,909 | 426,644 | 0.0% | 633,361 | 1,295,500 |
| ARPA Coronavirus Relief Fund | 1,027,142 | 852,128 | 419,001 | 49.2% | 862,031 | 434,874 |
| HOST Fund | 70,821 | - | - | 0.0% | - | - |
| SPLOST Fund | 2,481,195 | 3,386,984 | 2,301,993 | 68.0% | 3,528,984 | 2,722,000 |
| Affordable Housing Trust Fund | | | | | | |
| Stormwater Fund | 232,320 | 332,863 | 212,472 | 63.8% | 350,824 | 331,983 |
| Sanitation Fund | 287,718 | 310,000 | 215,461 | 69.5% | 331,461 | 356,625 |
| | | | | | | |
| **Total Expenditures - ALL FUNDS** | **11,750,196** | **15,827,249** | **9,596,565** | **60.6%** | **14,852,133** | **15,351,391** |
| | | | | | | |
| General Fund Surplus/(Deficit) | **345,203** | | | | **260,356** | **4,402** |

General Fund Expenditures Allocation by Function

| | 2024 Projected | % of Budget | 2025 Budget | % of Budget |
|---|---|---|---|---|
| Administration | 1,711,306 | 19.0% | 2,496,374 | 24.5% |
| Planning & Development | 703,397 | 7.8% | 827,834 | 8.1% |
| Public Safety | 2,792,570 | 31.1% | 3,185,162 | 31.3% |
| Municipal Court | 381,825 | 4.2% | 453,217 | 4.5% |
| Community Development Projects | 100,000 | 1.1% | 173,000 | 1.7% |
| Public Works | 2,365,279 | 26.3% | 2,374,260 | 23.3% |
| Debt Service | 681,200 | 7.6% | 621,262 | 6.1% |
| Capital Projects | 257,394 | 2.9% | 50,000 | 0.5% |
| | 8,992,972 | 100.0% | 10,181,109 | 100.0% |

| EXPENDITURE | | CITY OF CLARAKSTON PROPOSED Budget FY 2025 | | | | | |
|---|---|---|---|---|---|---|---|
| As of October 11, 2024 | | 2023 ACTUAL | 2024 ADOPTED BUDGET | 2024 ACTUAL AS OF 09/30/2024 | % OF BUDGET | 2024 PROJECTED & AMENDED BUDGET | 2025 PROPOSED BUDGET |
| GENERAL ADMINISTRATION - 10-1110, 1310, 1330, 1400, 1500 | | | | | | | |
| Council Salaries | 511,100 | 72,000 | 72,000 | 47,250 | 65.6% | 65,000 | 72,000 |
| Council Health Insurance | 512,100 | 40,746 | 52,224 | 20,166 | 38.6% | 24,000 | 39,312 |
| Council/FICA | 512,200 | 4,450 | 4,464 | 2,930 | 65.6% | 3,940 | 4,464 |
| Council Medicare | 512,300 | 1,041 | 1,044 | 685 | 65.6% | 940 | 1,044 |
| Council Retirement | 512,400 | 11,801 | 10,440 | 7,581 | 72.6% | 10,440 | 10,800 |
| Council/Travel | 523,500 | 7,215 | 8,000 | 4,574 | 57.2% | 8,000 | 15,000 |
| Council/Education/Training | 523,700 | 4,251 | 8,000 | 3,676 | 45.9% | 8,000 | 15,000 |
| | | | | | | | - |
| Mayor/ Salary | 511,100 | 15,000 | 15,000 | 11,250 | 75.0% | 15,000 | 15,000 |
| Mayor Health Insurance | 512,100 | 9,634 | 10,284 | 8,599 | 83.6% | 10,284 | 13,104 |
| Mayor/FICA | 512,200 | 930 | 930 | 698 | 75.0% | 930 | 930 |
| Mayor/Medicare | 512,300 | 218 | 218 | 163 | 74.8% | 218 | 218 |
| Mayor Retirement | 512,400 | 2,458 | 2,175 | 1,579 | 72.6% | 2,458 | 2,250 |
| Mayor/Travel | 523,500 | 737 | 3,000 | 1,313 | 43.8% | 3,000 | 6,000 |
| Mayor/Membership & Dues | 523,600 | 1,000 | | 1,000 | | 1,000 | - |
| Mayor Education/Training | 523,700 | 765 | 1,500 | 1,385 | 92.3% | 2,500 | 6,000 |
| | | | | | | | - |
| Gen Adm/Salaries | 511,100 | 534,265 | 785,496 | 302,919 | 38.6% | 517,600 | 1,076,542 |
| Gen Adm/Group Ins | 512,100 | 60,936 | 90,720 | 65,303 | 72.0% | 90,720 | 157,248 |
| Gen Adm/FICA | 512,200 | 30,696 | 48,701 | 18,692 | 38.4% | 32,091 | 66,746 |
| Gen Adm/Medicare | 512,300 | 7,704 | 11,390 | 4,371 | 38.4% | 7,505 | 15,610 |
| Gen Adm/Retirement | 512,400 | 75,438 | 113,897 | 82,705 | 72.6% | 110,274 | 171,541 |
| Gen Adm-Unemployment | 512,600 | 13,260 | - | - | 0.0% | 5,000 | 10,000 |
| Gen Adm/Work Comp | 512,700 | 2,657 | 5,446 | 1,766 | 32.4% | 1,800 | 5,704 |
| Tax Billing/Coll Svc | 521,100 | 4,054 | 4,500 | 4,056 | 90.1% | 4,100 | 4,100 |
| Gen Adm-Board Elections | 521,110 | 7,401 | 5,500 | 0 | 0.0% | 7,500 | 7,500 |
| City Auditor | 521,200 | 50,000 | 57,500 | 82,500 | 143.5% | 82,500 | 57,500 |
| City Attorney | 521,210 | 108,407 | 113,000 | 91,684 | 81.1% | 157,000 | 130,000 |
| Gen Adm/Professional | 521,215 | 154,626 | 111,000 | 373,929 | 336.9% | 258,700 | 293,000 |
| Computer/Hard& Soft | 521,300 | 73,990 | 83,210 | 80,167 | 0.0% | 112,506 | 109,200 |
| Gen Adm/-Repairs/Maint | 522,200 | - | 3,000 | - | 0.0% | 3,000 | 3,000 |
| Equip/Rental/Lease | 522,320 | 4,086 | 4,800 | 2,906 | 60.5% | 4,800 | 10,000 |
| Prop/Liability Ins | 523,100 | 37,859 | 40,000 | 30,445 | 76.1% | 40,000 | 40,000 |
| Communications | 523,200 | 3,018 | 3,600 | 3,081 | 85.6% | 4,600 | 5,000 |
| Postage | 523,210 | 2,375 | 3,600 | 2,040 | 56.7% | 2,500 | 4,600 |
| Advertising | 523,300 | 3,942 | 6,000 | 2,128 | 35.5% | 5,000 | 6,000 |
| Printing Service | 523,400 | 12,833 | 12,000 | 7,354 | 61.3% | 12,000 | 12,000 |
| Travel | 523,500 | 4,945 | 12,000 | 4,730 | 39.4% | 10,000 | 15,000 |
| Dues & Fees | 523,600 | 29,102 | 32,000 | 21,781 | 68.1% | 30,000 | 36,161 |
| Education | 523,700 | 6,505 | 10,000 | 6,392 | 63.9% | 10,000 | 13,000 |
| Other Miscellaneous Expense | 523,910 | 5,796 | 5,000 | 6,721 | 134.4% | 10,000 | 7,000 |
| Bank/Finance Chgs | 523,920 | 8,220 | 12,400 | 7,221 | 58.2% | 11,000 | 12,400 |
| General Supplies | 531,100 | 4,421 | 10,000 | 6,913 | 69.1% | 10,000 | 12,000 |
| Books & Periodcals | 531,400 | 0 | 400 | 0 | 0.0% | 400 | 400 |
| Small Equipment | 531,600 | 6,664 | 10,000 | 10,295 | 0.0% | 12,000 | 10,000 |
| Uniform | 531,700 | 0 | 1,000 | 411 | 41.1% | 1,000 | 2,000 |
| Other Supplies | 531,710 | 2,016 | 2,000 | 0 | 0.0% | 2,000 | 2,000 |
| General Administration Capital | 542,200 | | - | | | | - |
| Furniture and Fixtures | 542,300 | - | | - | | | - |
| Computer Equipment | 542,400 | - | | - | 0.0% | | - |
| Bad Debt Expense | 574,000 | 2,600 | | | | - | - |
| TOTALS | | 1,430,060 | 1,787,439 | 1,333,358 | 74.6% | 1,711,306 | 2,496,374 |

# CITY HALL- GENERAL ADMINISTRATION BUDGET

# 2025

**********

| | | |
|---|---|---|
| **1100** | **CITY COUNCIL** | |
| **11100** | **City Council Salaries** | **$72,000** |
| **512100** | **City Council Health Insurance** | **$39,312** |
| **512200** | **City Council FICA** | **$4,464** |
| **512300** | **City Council Medicare** | **$1,044** |
| **512400** | **City Council Retirement** | **$10,800** |
| **523500** | **City Council Travel** | **$15,000** |
| **523700** | **City Council Training** | **$15,000** |
| **SUBTOTAL COUNCIL** | | **$157,620** |

| | | |
|---|---|---|
| **1300** | **MAYOR** | |
| **511100** | **Mayor Salaries** | **$15,000** |
| **512100** | **Mayor Health Insurance** | **$13,104** |
| **512200** | **Mayor FICA** | **$930** |
| **512300** | **Mayor Medicare** | **$218** |
| **512400** | **Mayor Retirement** | **$2,250** |
| **523500** | **Mayor Travel** | **$6,000** |
| **523700** | **Mayor Training** | **$6,000** |
| **SUBTOTAL MAYOR** | | **$43,502** |

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## 01500 GENERAL ADMINISTRATION

### 00051 PERSONAL SERV. & EMPLOYEE BEN.

| | | |
|---|---|---|
| **511100** | **Administration Full Time/Interim Salaries**<br>Funding for 12 positions: City Manager, Assistant City Manager, City Clerk, Finance Director, Accountant, Executive Assistant/Special Projects Manager (formerly titled Admin Coordinator position), Director of Communications, Diversity, Equity, & Inclusion Officer, Director of Human Resources/Risk Management and the Special Events Coordinator. | **$1,057,342** |
| **511200** | **Administration Salaries Part Time** (none at this time)<br>2 Summer Interns Full-time @$20 per hour for 12 Weeks during the summer. | **$19,200** |
| **511300** | **Administration Overtime** | **$0** |
| **512100** | **Administration Insurance- Health** | **$157,248** |
| **512200** | **Administration Social Security FICA (6.2%)** | **$66,746** |
| **512300** | **Administration Medicare (1.45%)**<br>Total Salaries – Full-time 1.45% x total | **$15,610** |
| **512400** | **Administration Retirement Contributions**<br>GMEMBS Pension Plan 20.4% of annual full-time salaries | **$171,541** |
| **12500** | **Administration Tuition Reimbursement** | **$0** |
| **512700** | **Administration Worker's Compensation (GMA)** | **$10,000** |
| **512700** | **Administration Worker's Compensation (GMA)** | **$5,704** |
| **SUBTOTAL** | **PERSONNEL/EMPLOYEE BENEFITS** | **$1,503,391** |

### 00052 PURCHASED CONTRACTED SERVICES

| | | |
|---|---|---|
| **521100** | **Administration Tax Billing/Collection Services**<br>Dekalb County Tax Commissioner Property Tax Billing | **$4,100** |
| **521110** | **Administration Board of Elections Services** | **$7,500** |

Dekalb County Board of Elections Services

**521200 Administration Audit Fees** **$57,500**

Annual Audit $50,000
A133 Single Audit due to Federal Grants $7,500

**521210 Administration City Attorney Fees** **$130,000**

City Attorney Fees $8,000 monthly $96,000
Bond Attorney Fees – Tax Anticipation Note $5,000
Other Attorney Fees $29,000

**521215 Administration Professional Services Fees** **$293,000**

| | |
|---|---|
| Digitization of Files | $15,000 |
| Annexation Study | $20,000 |
| GMA Service -City Council/Staff Retreat 2024 | $ 1,000 |
| Facilities Master Planning | $30,000 |
| Interpretation Projects | $10,000 |
| Financial Advisory Services | $20,000 |
| Audio-Visual Services | $90,000 |
| Procurement Consultant ($3500 per month) | $42,000 |
| Strategic Planning Consultant | $30,000 |
| Wage and Comp Study -Carryover from 2024 | $10,000 |
| Facilities Master Plan | $25,000 |

**521300 Administration Information Technology Services** **$109,200**

| | | |
|---|---|---|
| VC3-Website Annual Maintenance | $600 per mo. | $7,200 |
| VC3, Inc – Info Tech Support Svc | $3,600 per mo. | $43,200 |
| INOVA Payroll Processing Fees | | $14,000 |
| Open RDA Accounting Software Support and Maintenance Fees | | $8,200 |
| Next Request (Open Records Software) | | $9,800 |
| Archive Social - Social Media (Admin &Police) | | $1,800 |
| Agenda Management Software | | $25,000 |

**522200 Administration-Repairs & Maintenance** **$3,000**

**522320 Administration Equipment Rental** **$10,000**

| | |
|---|---|
| Neopost Postage Machine Rental $300/quarter | $1,200 |
| Toshiba Copier Allowance for 1 additional copier | $7,200 |

**523100 Administration Insurance - (GIRMA)** **$40,000**

Administration Liability Insurance

**523200** **Administration Communications** **$5,000**

AT&T FirstNet Cell Phones/Wireless Devices $417 per mo.

**523210** **Administration Postage & Shipping** **$4,600**

United States Postal Service, UPS and FedEx charges.
$300 per month

**523300** **Administration Advertising - Legal** **$6,000**

Cost for advertising public hearings, grant bids, RFPs,
and other state requirements.

**523400** **Administration Printing & Binding** **$12,000**

Printing and copy costs associated with stationary, envelopes,
business cards, forms, etc. $2,000
Municode updates $8,000
Toshiba copier printing overage billings $2,000

**523500** **Administration Travel** **$15,000**

Hotel expense and travel reimbursement for conferences, mileage reimbursements

| | |
|---|---|
| City Clerk Conference Travel-Hotels, Mileage and Meals | $2,000 |
| City Manager Travel-Hotels Mileage, and Meals | $5,000 |
| Finance Staff Travel | $4,000 |
| Other Staff | $4,000 |

**523600** **Administration Dues & Subscriptions** **$36,161**

Dues for professional associations and subscriptions

| | |
|---|---|
| African-American Mayors Association | $1000 |
| Dekalb Municipal Association | $10,500 |
| GMA Telecom Fees | $8,400 |
| GMA Membership Dues | $5,500 |
| National League of Cities Dues | $1,300 |
| Dekalb Chamber of Commerce | $500 |
| GCCMA Dues-City Manager | $275 |
| GGFOA Dues – Fin. Dir & Staff | $150 |
| GLGPA Dues – City Clerk | $50 |
| GMCA Dues – City Clerk | $115 |
| IIMC Dues – City Clerk | $200 |
| Welcoming America Dues | $500 |
| National Civic League | $275 |
| ICMA Dues- City Manager | $1,200 |
| New Staff Dues | $2,555 |

| | | | |
|---|---|---|---|
| | ICMA Dues | $200 | |
| | AICPA | $850 | |
| | GAICPA | $400 | |
| | The United States Conference of Mayors | $2,191 | |
| **523700** | **Administration Education & Training** | | **$13,000** |
| | Total administrative costs associated with registration costs or conferences, certifications, and training for: | | |
| | City Manager – Conferences | $2,500 | |
| | City Clerk – GMA City Clerk Conferences | $1,000 | |
| | City Clerk – GMCA Regional/Virtual Trainings & Conferences | $1,750 | |
| | City Clerk – IIMC Virtual Athenian Dialogues | $500 | |
| | Two Accountants – Training/Conferences | $1,500 | |
| | Finance Direct GGFOA & GFOA | $1200 | |
| | GLGPA-CHRM | $1,000 | |
| | New Staff | $3,550 | |
| **523910** | **Administration Miscellaneous Expense** | | **$7,000** |
| | Drug testing, background checks, employee recognition pins, florist bills, and unforeseen administrative expenses. | | |
| | Employee Appreciation | | |
| | Cost of meals for meetings | | |
| **523920** | **Administration Bank Fees & Charges** | | **$12,400** |
| | Wells Fargo Bank Analysis Fees $300/mth = $3,600 | | |
| | Bankcard#8824 Credit Card Processing Fees = $400/mth = $4,800 | | |
| | AMEX #9807 Credit Card Processing Fees = $300/mth =3,600 | | |
| | Banking Supplies-Deposit slips, etc. = $400 | | |
| **SUBTOTAL** | **PURCHASED AND CONTRACT SERVICES** | | **$765,461** |
| **00053** | **SUPPLIES** | | |
| **531100** | **Administration Office Supplies** | | **$12,000** |
| | Paper, pens, individual printers, printer cartridges, high quality documents, photos, copied material, folders, spiral notebooks, etc. | | |
| **531400** | **Administration Books & Periodicals** | | **$400** |
| | Books, manuals, and other published information. | | |
| **531600** | **Administration Small Equipment** | | **$10,000** |
| | Replacement Laptops/Equipment | | |

| | | |
|---|---|---|
| **531700** | **Administration Uniforms**<br>Staff Positions (3 articles of clothing each) | **$2,000** |
| **531710** | **Administration Other Supplies**<br>Office Furnishings or replacement | **$2,000** |
| **SUBTOTAL** | **SUPPLIES** | **$26,400** |
| **TOTAL ADMINISTRATION** | **(DEPT 1500)** | **$2,295,252** |
| **TOTAL 1110, 1310, AND 1500** | | **$2,496,374** |

| EXPENDITURE | | CITY OF CLARKSTON PROPOSED BUDGET FY 2025 | | | | | |
|---|---|---|---|---|---|---|---|
| As of October 11, 2024 | | 2023 ACTUAL | 2024 ADOPTED BUDGET | 2024 ACTUAL AS OF 09/30/2024 | % OF BUDGET | 2024 PROJECTED & AMENDED BUDGET | 2025 PROPOSED BUDGET |
| **POLICE DEPARTMENT - 30-3200** | | | | | | | |
| Salaries-Full Time | 511100 | 1,216,511 | 1,627,090 | 992,698 | 61.0% | 1,477,746 | 1,663,637 |
| Salaries-Part Time | 511200 | - | 40,000 | - | | - | 41,198 |
| Overtime | 511300 | 41,755 | 16,000 | 50,066 | 312.9% | 66,750 | 25,500 |
| DEA Task Force Overtime | 511310 | 45,868 | 28,000 | 36,878 | 131.7% | 48,000 | 28,000 |
| Health Insurance | 512100 | 186,206 | 272,574 | 180,624 | 66.3% | 230,624 | 364,920 |
| FICA Contributions | 512200 | 78,269 | 106,088 | 65,070 | 61.3% | 98,735 | 109,017 |
| Medicare Contributions | 512300 | 18,305 | 24,811 | 20,462 | 82.5% | 23,091 | 25,496 |
| Retirement Contribution | 512400 | 227,055 | 242,308 | 175,950 | 72.6% | 234,600 | 270,512 |
| Workers Compensation Insurance - GMA | 512700 | 62,459 | 83,555 | 62,658 | 75.0% | 62,658 | 89,807 |
| Uniforms-Protective Gear | 512905 | 757 | 4,536 | 3,038 | 67.0% | 4,536 | 4,536 |
| Uniforms | 512910 | 13,501 | 21,130 | 9,024 | 42.7% | 13,500 | 22,068 |
| Professional Services | 521220 | 3,776 | 4,280 | 1,650 | 38.6% | 3,000 | 4,280 |
| Police Admin IT Fee | 521300 | 97,879 | 103,200 | 69,868 | 67.7% | 93,947 | 95,000 |
| Repairs/Maint | 522200 | 49,275 | 52,500 | 79,451 | 151.3% | 83,105 | 80,000 |
| Vehicle Repairs/Maint | 522210 | 31,267 | 50,000 | 46,105 | 92.2% | 52,500 | 30,000 |
| Equip/Rental-Lease | 522320 | 80,366 | 87,150 | 34,775 | 39.9% | 78,035 | 78,000 |
| Liability Insurance -GIRMA | 523100 | 88,699 | 96,000 | 115,479 | 120.3% | 113,500 | 96,000 |
| Communications | 523200 | 16,769 | 21,600 | 13,569 | 62.8% | 22,290 | 21,600 |
| Postage | 523210 | - | 500 | 51 | 10.1% | 100 | 500 |
| Advertising | 523300 | 702 | 2,000 | - | 0.0% | 500 | 2,000 |
| Prinitng | 523400 | 2,616 | 3,000 | 1,756 | 58.5% | 2,000 | 3,000 |
| Travel | 523500 | 6,021 | 10,760 | 3,362 | 31.2% | 6,000 | 11,450 |
| Dues & Fees | 523600 | 13,704 | 20,501 | 10,932 | 53.3% | 13,753 | 20,501 |
| Education/Training | 523700 | 5,256 | 7,000 | 2,728 | 39.0% | 5,000 | 8,740 |
| Other Expense | 523910 | 1,830 | 2,000 | 967 | 48.4% | 2,000 | 3,000 |
| Office Supplies | 531100 | 3,180 | 3,000 | 4,051 | 135.0% | 5,000 | 5,000 |
| Supplies-Special Events & Comm Relatons | 531120 | 2,861 | 8,000 | 5,543 | | 8,000 | 10,000 |
| Investigative Supplies - CID | 531130 | 1,338 | 2,500 | 1,120 | 44.8% | 3,000 | 3,000 |
| Community Relations | 531140 | 1,152 | | 2,175 | | 2,500 | - |
| Gas, Oil & Diesel | 531270 | 49,483 | 70,000 | 8,879 | 12.7% | 20,000 | 50,000 |
| Books & Periodicals | 531400 | 611 | 400 | 235 | 58.8% | 400 | 400 |
| Small Equipment | 531600 | 9,883 | 17,700 | 7,584 | 42.8% | 17,700 | 18,000 |
| Police - Vehicles | 542200 | - | | | | | - |
| **Totals** | | **2,357,354** | **3,028,183** | **2,006,749** | 66.3% | **2,792,570** | **3,185,162** |

# Clarkston Police Department
## 2025 Budget

**Personnel Services & Employees**

| | | |
|---|---|---|
| **511100** | **Police Department Salaries Full Time**<br>Annual base salaries for 21 total staff<br>2 - Police Chief & Assistant Police Chief<br>1 – Captain DEA Task Force<br>1 – Lieutenant-Uniform Patrol Commander<br>4 – Sergeants for Patrol<br>9 – Patrol Officers<br>3 - CID Staff<br>1 – Sergeant Community Relations/State Certification<br>1- Records Clerk/TAC<br>1- Part time Records Clerk/TAC<br>27 Approved positions, with 6 unfunded 2022 | **$1,663,637**<br><br><br><br><br><br><br><br><br><br>$**41,198** |
| **511300** | **Police Department Overtime**<br>Used for proactive police operations, emergency situations, special events, and mandatory training. | **$25,500** |
| **511310** | **Police Department DEA Taskforce Overtime** | **$28,000** |
| **512110** | **Police Department Insurance (Health-Life-Dental)** | **$364,920** |
| **512200** | **Police Department Social Security FICA (6.2%)**<br>(6.2% of full, part-time, and overtime salaries) | **$109,017** |
| **512300** | **Police Department Medicare**<br>(1.45% of full, part-time & overtime salaries) | **$25,498** |
| **512400** | **Police Department Employee Retirement Program**<br>The rates are 17.7% of annual full-time salaries | **$270,512** |
| **512500** | **Police Department Tuition Reimbursement** | **$0** |
| **512700** | **Police Department Worker's Comp Insurance (GMA)**<br>5% of regular full-time and part-time salaries. | **$89,807** |
| **512905** | **Police Department Uniforms – Protective Gear**<br>Requesting 6 ballistic vests; (1) for normal replacement and (5) for new hires this includes turnover at $756 per vest. | **$4,536** |

**512910** **Police Department Uniforms** **$22,068**

- $150 per officer (21) for one pair of boots = $3,150
- 4 vacant positions. To outfit a new officer cost is approximately $1,600 for uniforms. 4 x $1,600 = $6,400
- Duty gear for 4 vacant positions $1000 x 4 ==$4,000
- Carriers to carry our issued body cameras need to be replaced 9 x $150 = $1350.
- Normal replacement of uniforms for 14 officers (excluding new hires who will receive new uniforms) $500 x 14 = $7,000

## Sub-total Personnel Service & Employees $ 2,644,691

## Purchased/Contracted Services

**521220** **Police Department Professional Services** **$4,280**
Includes fees for applicant processing, consultants, testing and other professional services.
Physical exams ($85 x 8 = $680)
Psychological exams ($300 x 8 =$2,400)
Polygraph exams ($150 x 8 = $1,200)

**521300** **Police Department Information Technology Support** **$95,000**
VC3, Inc. annual IT Support Fees - $5,000x12= $60,000
VC3, Inc. MDT Support Fees - $2,500x12= $30,000

**522200** **Police Department Equipment Repairs & Maintenance** **$80,000**
Rite Weight, Inc $350
Mobile Comm-Dekalb $2,000 x 4 (per quarter) = $8,000
Dragoneye Technology $400
Other Equipment Repairs-Spotlights, Misc = $1,250
Flock Cameras 17 x $2,200 = $42,500

**522210** **Police Department Vehicle Repairs & Maintenance** **$30,000**
Upkeep and repairs on our fleet of vehicles.
Tires – Neighborhood Tire
Vehicle Cleaning – Finish Line Car Wash

**522320** **Police Department Equipment Rental/Lease Contracts** **$78,000**
Toshiba Copiers $300/ month= $3,600
AXON Tasers Lease Payments = $16,230
Utility Body Worn Camera's $42,520

**523100** **Police Department Insurance – GIRMA General** **$96,000**
Automobile Liability & Physical Damage = $45,000
Law Enforcement Liability = $46,000
Deductibles Budget = $5,000

**523200** **Police Department Communications** **$21,600**
Includes:
AT&T FirstNet phones 22 @ $50/mth = $1,100 monthly =$13,200 annually
AT&T FirstNet air cards in patrol vehicles 15 @ $39/mth = $585 monthly = $7,020 annually
AT&T FirstNet certified cross carry licenses 5 @ $23/mth = $1,380

**523210** **Police Department Postage** **$500**

**523300** **Police Department Advertising** **$2,000**
Employment Recruiting Ads

**523400** **Police Department Printing** **$3,000**
Includes funds for printing letterheads, business cards and other required forms. Update all business cards with cityofclarkston.com email address.

**523500** **Police Department Travel** **$11,450**

Includes travel costs for seminars, conferences, conventions, and other training programs. This includes the travel for all members of the dept. attending training outside of the metro Atlanta area.

- Georgia Chiefs winter conference (Chief and AC) 3 days = **$1,800**
- Georgia Chiefs summer conference (Chief and AC) 4 days = **$2,250**
- International Chiefs conference (Chief and AC) 5 days = **$4,000**
- Georgia Commission on Family Violence conference (Chief) 3days = **$800**
- Georgia Women in Public Safety (Chief) 3 days = **$800**
- Georgia Internal Affairs conference (Sgt. Trumble) 5days = **$1,000**
- GCIC Training conference (Kelli Duffy) 3days = **$800**

**523600** **Police Department Dues and Subscriptions** **$20,501**

- Georgia Association of Chiefs of Police 2x $200 = **$400**
- International Association of Chiefs of Police 2 x 200 = **$400**
- International Association of Chiefs of Police NET- **$550**
- State Re-Certification Annual Fee **$300**
- Dekalb Chief's Association 2 x $50 = **$100**
- GA Assoc. Law Enforcement Firearms **$110**
- GPAC Membership **$250**

- Georgia Peace Officers Association $75
- Power DMS Annual Dues $5,335
- UTILITY Annual Dues $4,000
- Guardian $1,620
- Thomson Reuters Research Database Subscription $2,800
- National Internal Affairs Association $100
- Metropol $300
- Other $300
- ArchiveSocial $1,745
- LEADS online annual support- $2,261

**523700 Police Department Education & Training $8,740**

Training for all department members includes symposiums and specialized classes that are not readily available at the State or Local Academy.

- GACP Winter conference 2x 375 = **$750**
- GACP Summer conference 2x 375 = **$750**
- IACP conference 2x 500 = **$1000**
- GWPS conference **$150**
- GPAC conference **$200**
- GIAI conference **$250**
- Virtual Academy **$1,000**
- Training for officers **$4,000**
- GCIC Training 2x $320 = **$640**

**523910 Police Department Miscellaneous Expense $3,000**

Allows for miscellaneous expenses not specified under other line items such as shipping costs, batteries, coffee, etc. Investigator meetings, and staff meetings. Identification cards for new hires. Physical exams plus drug screening new hires plus employees.

## Subtotal Purchased/Contracted Services $454,071

## Supplies

**531100 Police Department Office Supplies $5,000**

Based on history of usage and anticipated requirements, particularly in printer cartridges, paper and other computer supplies as well as office supplies normally used. Adjusted for thermal paper expenses.

| | | |
|---|---|---|
| **531120** | **Supplies for Special Events**<br>Police swag for giveaways throughout the year.<br>National Night Out (NNO)<br>Faith and Blue<br>Coffee with a Cop | **$10,000** |
| **531130** | **Investigative Supplies - CID**<br>Equipment and supplies for proper criminal investigations. Including digital recording for witnesses, safety supplies and equipment, latent fingerprint collection kits and drug field testing refills, and translators as needed. | **$3,000** |
| **531270** | **Police Department Fuel and Oil** | **$50,000** |
| **531400** | **Police Department Books & Periodicals** | **$400** |
| **531600** | **Police Department Small Equipment**<br>Includes ammunition and targets for firearm training to include targets.<br>. | **$18,000** |
| **Sub-total Supplies** | | **$86,400** |
| **Total Operating Budget** | | **$3,185,162** |

| EXPENDITURE | | CITY OF CLARKSTON PROPOSED BUDGET FY 2025 | | | | | |
|---|---|---|---|---|---|---|---|
| As of October 11, 2024 | | 2023 ACTUAL | 2024 ADOPTED BUDGET | 2024 ACTUAL AS OF 09/30/2024 | % OF BUDGET | 2024 PROJECTED & AMENDED BUDGET | 2025 PROPOSED BUDGET |
| **MUNCIPAL COURT - 20-2650** | | | | | | | |
| Salaries | 511100 | 187,349 | 195,117 | 85,479 | 43.8% | 136,171 | 188,848 |
| Part Time Salaries | 511200 | - | - | - | | - | - |
| Overtime | 511300 | 518 | 2,000 | 2,673 | 133.6% | 3,540 | 2,000 |
| Health Insurance | 512100 | 29,904 | 30,240 | 16,737 | 55.3% | 22,158 | 39,312 |
| FICA Contributions | 512200 | 11,384 | 12,221 | 5,353 | 43.8% | 8,443 | 11,833 |
| Medicare Contributions | 512300 | 2,662 | 2,858 | 2,323 | 81.3% | 1,975 | 2,767 |
| Retirement Contribution | 512400 | 29,315 | 28,582 | 20,755 | 72.6% | 27,673 | 28,627 |
| Workers Compensation Insurance - GMA | 512700 | 1,138 | 986 | 989 | 100.3% | 989 | 954 |
| Uniforms | 512910 | 1,251 | 1,500 | 161 | 10.7% | 1,500 | 1,500 |
| City Judge | 521200 | 27,600 | 27,600 | 16,100 | 58.3% | 27,600 | 27,600 |
| City Solicitor | 521210 | 12,000 | 12,000 | 9,000 | 75.0% | 12,000 | 24,000 |
| Public Defender | 521215 | 5,400 | 9,600 | 4,200 | 43.8% | 6,600 | 9,600 |
| Professional Services | 521220 | 8,436 | 9,600 | 41,118 | 428.3% | 43,200 | 9,600 |
| Information Technology Services | 521300 | 27,937 | 30,631 | 23,957 | 78.2% | 29,530 | 29,231 |
| Equipment Rental | 522320 | 2,988 | 3,600 | 2,283 | 63.4% | 3,600 | 3,600 |
| Communications | 523200 | 1,400 | 1,560 | 768 | 49.2% | 1,038 | 1,560 |
| Prinitng | 523400 | 1,459 | 2,000 | 144 | 7.2% | 1,000 | 1,000 |
| Travel | 523500 | 2,506 | 6,100 | 3,773 | 61.8% | 4,000 | 6,100 |
| Dues & Fees | 523600 | 415 | 765 | - | 0.0% | 765 | 800 |
| Education/Training | 523700 | 876 | 1,785 | 833 | 46.7% | 1,785 | 1,785 |
| Other Expense | 523910 | 183 | 300 | 320 | 106.6% | 320 | 300 |
| Office Supplies | 531100 | 961 | 3,000 | 2,673 | 89.1% | 3,000 | 3,000 |
| Books & Periodicals | 531400 | - | 200 | - | 0.0% | 200 | 200 |
| Small Equipment | 531600 | 119 | 1,000 | 1,292 | 129.2% | 1,292 | 1,000 |
| A & B Fund | 571000 | 13,863 | 20,000 | 6,138 | 30.7% | 10,538 | 15,000 |
| Training Fund | 571010 | 12,609 | 20,000 | 5,708 | 28.5% | 9,908 | 15,000 |
| Crime Victim Emer Fund | 571020 | 6,929 | 11,250 | 2,855 | 25.4% | 6,000 | 7,000 |
| Crime Victim DUI Fund | 571030 | 78 | 600 | - | 0.0% | 600 | 5,000 |
| Brain & Spinal Inj Fund | 571040 | 628 | 1,400 | 44 | 3.1% | 1,400 | 1,400 |
| Indigent Defense Fund | 571060 | 13,804 | 22,000 | 5,832 | 26.5% | 10,000 | 10,000 |
| Crime Lab Fee | 571070 | 25 | 600 | 75 | 12.5% | 200 | 600 |
| County Drug Treatment | 571080 | 1,928 | 6,000 | 616 | 10.3% | 3,000 | 2,000 |
| Drivers Ed/Tng | 571090 | 1,520 | 4,000 | 1,000 | 25.0% | 1,800 | 2,000 |
| **Totals** | | **407,183** | **469,095** | **263,199** | **56.1%** | **381,825** | **453,217** |

# 2025 Municipal Court Budget

**PERSONNEL COSTS**

| | | |
|---|---|---|
| **511100** | **Salaries Full Time** | **$188,848** |
| **511200** | **Salaries Part Time** | **$0** |
| **511300** | **Overtime** | **$2,000** |
| **512110** | **Insurance Health** | **$39,312** |
| **512200** | **Social Security FICA** | **$11,833** |
| **512300** | **Medicare Contributions** | **$2,767** |
| **512400** | **Retirement Contributions**<br>15% of payroll | **$28,627** |
| **512700** | **Workers Compensation** | **$954** |
| **512910** | **Uniforms** | **$1,500** |
| **Subtotal** | **Personnel & Employee** | **$275,841** |
| | **Purchased & Contract Services** | |
| **521200** | **City Judge** | **$27,600** |
| **521210** | **City Solicitor** | **$24,000** |
| **521215** | **Public Defender** | **$9,600** |
| **521220** | **Professional Services** | **$9,600** |
| **521300** | **Information Technology Services** | **$29,231** |
| **522320** | **Equipment Rental** | **$3,600** |
| **523200** | **Communication** | **$1,560** |
| **523400** | **Printing** | **$1,000** |
| **523500** | **Travel** | **$6,100** |

| | | |
|---|---|---|
| **523600** | **Dues & Fees** | **$800** |
| **523700** | **Education & Training** | **$1,785** |
| **523910** | **Other Expenses** | **$320** |
| **SUBTOTAL PURCHASED AND CONTRACT SERVICES** | | **$11,176** |

## Supplies

| | | |
|---|---|---|
| **531100** | **Office Supplies** | **$3,000** |
| **531400** | **Books & Periodicals** | **$200** |
| **531600** | **Small Equipment** | **$1000** |
| **Subtotal Supplies** | | **$4,200** |

**OTHER**

| | | |
|---|---|---|
| **571000** | **A & B Fund**<br>State of Georgia Statutory Fees | **$15,000** |
| **571010** | **Training Fund** | **$15,000** |
| **571020** | **Crime Victim Emer Fund**<br>State of Georgia Statutory Fees | **$7,000** |
| **571030** | **Crime Victim DUI Fund**<br>State of Georgia Statutory Fees | **$5,000** |
| **571040** | **Brain & Spinal Inj Fund**<br>State of Georgia Statutory Fees | **$1,400** |
| **571060** | **Indigent Defense Fund**<br>State of Georgia Statutory Fees | **$10,000** |
| **571070** | **Crime Lab Fee**<br>State of Georgia Statutory Fees | **$600** |
| **571080** | **County Drug Treatment**<br>State of Georgia Statutory Fees | **$2,000** |

| | | |
|---|---|---|
| **571090** | **Drivers Education and Training**<br>State of Georgia Statutory Fees | **$2,000** |
| **Subtotal** | **Other Expenditures** | **$58,000** |
| **Total Courts Operating Budget** | | **$453,217** |

| EXPENDITURE | | CITY OF CLARKSTON PROPOSED BUDGET FY 2025 | | | | | |
|---|---|---|---|---|---|---|---|
| As of October 11, 2024 | | 2023 ACTUAL | 2024 ADOPTED BUDGET | 2024 ACTUAL AS OF 09/30/2024 | % OF BUDGET | 2024 PROJECTED & AMENDED BUDGET | 2025 PROPOSED BUDGET |
| **PUBLIC WORKS - 40-4000** | | | | | | | |
| Salaries-Full time | 511100 | 415,884 | 503,555 | 317,541 | 63.1% | 429,278 | 541,268 |
| Salaries - Part time | 511200 | 11,548 | 21,600 | 3,987 | 18.5% | 4,000 | 21,600 |
| Overtime | 511300 | 12,139 | 9,000 | 8,846 | 98.3% | 12,000 | 7,000 |
| Health Insurance | 512100 | 84,976 | 112,488 | 77,502 | 68.9% | 99,272 | 117,936 |
| FICA Contributions | 512200 | 27,008 | 33,118 | 20,398 | 61.6% | 26,615 | 35,332 |
| Medicare Contributions | 512300 | 6,316 | 7,745 | 4,770 | 61.6% | 6,225 | 8,263 |
| Retirement Contribution | 512400 | 93,153 | 88,821 | 64,496 | 72.6% | 85,998 | 82,240 |
| Worker's Compensation | 512700 | 29,013 | 31,708 | 29,122 | 91.8% | 29,122 | 28,493 |
| Uniform Rental | 512910 | 9,082 | 10,100 | 8,117 | 80.4% | 10,100 | 8,400 |
| Professional Services | 521215 | 70,300 | 55,000 | 36,500 | 66.4% | 65,635 | 50,000 |
| Computer Information Technology Support | 521300 | 11,337 | 10,800 | 5,811 | 53.8% | 8,800 | 10,800 |
| Landfill | 522115 | 5,461 | 8,000 | 4,782 | 59.8% | 8,000 | 8,000 |
| ROW Grass Cutting | 522140 | 105,179 | 132,275 | 79,885 | 60.4% | 113,980 | 150,000 |
| Repairs/Maintenance | 522200 | 18,723 | 15,000 | 38,585 | 257.2% | 50,000 | 50,000 |
| Vehicle/Repairs/Maint | 522210 | 28,237 | 25,000 | 32,207 | 128.8% | 43,000 | 25,000 |
| Equipment/Rental | 522320 | 3,916 | 5,000 | 4,663 | 93.3% | 6,000 | 5,000 |
| Liability Insurance - GIRMA | 523100 | 9,817 | 10,000 | 8,879 | 88.8% | 9,000 | 10,000 |
| Communication | 523200 | 4,037 | 3,900 | 2,529 | 64.9% | 3,900 | 3,900 |
| Travel | 523500 | 891 | 3,000 | - | 0.0% | 3,000 | 3,000 |
| Membership Dues and Fees | 523600 | 684 | 750 | 538 | 71.7% | 750 | 750 |
| Education and Training | 523700 | 4,678 | 6,000 | 1,385 | 23.1% | 4,000 | 6,000 |
| Other | 523910 | 454 | 1,000 | 1,038 | 103.8% | 1,500 | 1,000 |
| General Supplies | 531100 | 8,868 | 10,000 | 3,204 | 32.0% | 10,000 | 10,000 |
| Electricity | 531230 | 90,662 | 97,320 | 65,884 | 67.7% | 97,320 | 106,260 |
| Gas, Oil & Diesel | 531270 | 21,254 | 26,000 | 2,522 | 9.7% | 15,000 | 21,000 |
| Small Equipment | 531600 | 207 | 8,000 | - | 0.0% | 8,000 | 4,000 |
| | 542200 | - | | | | | - |
| Note: Capital Expenditure Items are included on " Capital Projects" Worksheet | | | | | | | |
| | | | | | | | |
| **TOTALS** | | **1,073,824** | **1,235,180** | **823,191** | **66.6%** | **1,150,495** | **1,315,242** |

# 2025 Public Works Budget

| | | |
|---|---|---|
| | **PERSONNEL COSTS** | |
| **511100** | **Salaries Full Time**<br>Eleven Full-time employees<br>Note: $100,000 of Public Works Salaries has been allocated to the Stormwater Fund for 2024 | **$541,268** |
| **511200** | **Salaries Part Time**<br>Includes three employees from April – August for right-of-way grass maintenance. | **$21,600** |
| **511300** | **Over–Time**<br>As needed for on-call personnel, emergency call-ins, and special events. | **$7,000** |
| **512110** | **Insurance Health**<br>11 Full-Time Employees | **$117,936** |
| **512200** | **Social Security FICA**<br>6.2% of all salaries and overtime | **$35,332** |
| **512300** | **Medicare Contributions** | **$8,263** |
| **512400** | **Retirement Contributions**<br>17.7% of payroll | **$82,240** |
| **512700** | **Workers Compensation** | **$28,493** |
| **512910** | **Uniforms**<br>Prudential Overall Supply-Weekly uniform cleaning/rental service $100/week = $5,200<br>Boots, jackets and other items for employees @ $400 = $4,400<br>Seasonal Employees $500 | **$8,400** |
| **Subtotal** | **Personnel & Employee** | **$850,532** |
| | **Purchased & Contract Services** | |
| **521215** | **Professional Services**<br>Collaborative | **$50,000** |
| **521300** | **Computer Information Technology Support** | **$10,800** |

VC3 IT Support $900 per month x 12 = $10,800

| | | |
|---|---|---|
| **522115** | **Landfill Use**<br>Landfill tipping fees<br>Roll off container disposal fees (yard waste & metal recycling)<br>Misc projects and removal of large items | **$8,000** |
| **522140** | **Right of Way Maintenance**<br>**Current Russell Contract**<br>**CSX Mowing** | **$150,000** |
| **522200** | **Public Works Repairs & Maintenance**<br>Repairs/Maintenance-Traffic Signals<br>Repairs/Maintenance-Fencing on Right of Ways<br>Repairs/Maintenance-Potholes | **$50,000** |
| **522210** | **Vehicle Maintenance**<br>Tires, Service, Supplies, Repairs Towing,<br>Accessories, Tags and Titles, Vehicle Cleaning, Mower Repairs | **$25,000** |
| **522320** | **Equipment Rental**<br>Toshiba Public Works copier $300/month $3,600<br>Tool Equipment Rentals-Home Depot $1,400 | **$5,000** |
| **523100** | **GIRMA Liability**<br>General Liability Coverages Allocated by Dept<br>Automobile Liability<br>Automobile Physical Damage<br>Property Buildings & Contents<br>Deductibles Budgeted | **$10,000** |
| **523200** | **Communications**<br>AT&T cell phones | **$3,900** |
| **523400** | **Printing & Binding**<br>Letterhead& Envelopes<br>Sanitation Educational material | **$0** |
| **523500** | **Travel**<br>Mileage, Meals and Lodging | **$3,000** |
| **523600** | **Dues & Subscriptions**<br>APWA Dues – $300<br>GA Utility Contractors Association $300<br>Sam's Club Membership fee $150 | **$750** |

| | | |
|---|---|---|
| **523700** | **Education & Training**<br>APWA Public Works Association<br>Executive Leadership Carl Vinson (3,500)<br>GA Utility Contractors Association | **$6,000** |
| **523910** | **Miscellaneous** | **$1,000** |
| **Subtotal** | **Purchased & Contract Services** | **$323,450** |
| | **Supplies** | |
| **531100** | **General Supplies** | **$10,000** |
| **531230** | **Electricity-Street Lights**<br>Georgia Power<br>Georgia Power<br>Church St. Mtr & Gvt<br>Georgia Power- EPDL Lights<br>Georgia Power New Street Lights | **$106,260** |
| **531270** | **Gasoline** | **$21,000** |
| **531600** | **Small Equipment Purchases** | **$4,000** |
| | Maintenance Equipment –trimmers, blowers, small power equipment | |
| **Subtotal** | **Supplies** | **$141,260** |
| **Total Operating Budget** | | **$1,315,242** |

| EXPENDITURE | CITY OF CLARKSTON PROPOSED BUDGET FOR FY 2025 | | | | | | |
|---|---|---|---|---|---|---|---|
| As of October 11, 2024 | | 2023 ACTUAL | 2024 ADOPTED BUDGET | 2024 ACTUAL AS OF 09/30/2024 | % OF BUDGET | PROJECTED & AMENDED BUDGET | 2025 PROPOSED BUDGET |
| **BUILDINGS/GROUNDS - 15-1565** | | | | | | | |
| Professional Svcs | 521215 | 31,285 | 35,308 | 130,151 | 368.6% | 142,725 | 35,308 |
| Pest Control | 522145 | 5,729 | 3,500 | 2,860 | 81.7% | 3,800 | 3,500 |
| Repairs | 522200 | 25,731 | 25,000 | 15,395 | 61.6% | 25,000 | 25,000 |
| Rental Buildings | 522310 | - | 390,000 | 187,939 | | 257,768 | 385,000 |
| GIRMA Liability Insurance | 523100 | 10,519 | 12,000 | 11,190 | 93.3% | 12,190 | 25,000 |
| Communications | 523200 | 19,715 | 19,200 | 14,403 | 75.0% | 19,500 | 19,200 |
| Dues and Fees | 523600 | - | - | - | | | - |
| Other Miscellaneous Expense | 523910 | 3,549 | 3,500 | 728 | 20.8% | 3,500 | 3,500 |
| Office Supplies | 531100 | 27,978 | 19,000 | 16,556 | 87.1% | 20,685 | 19,000 |
| Street Signs | 531190 | 6,619 | 5,500 | 1,958 | 35.6% | 3,500 | 5,500 |
| Water/Sewer | 531210 | 3,823 | 4,700 | 2,838 | 60.4% | 6,000 | 10,000 |
| Natural Gas | 531220 | 5,927 | 7,700 | 4,513 | 58.6% | 9,000 | 7,700 |
| Electricity | 531230 | 10,027 | 10,000 | 9,880 | 98.8% | 19,500 | 25,000 |
| Small Equipment | 531600 | 3,052 | 4,500 | 2,510 | 55.8% | 4,500 | 4,500 |
| Capital-Renovate Police Garage | 541200 | | | | | | |
| Capital-Furn & Fixtures New Bldg | 542300 | | | | | | |
| Capital-Equip/Contingency for AC F | 542500 | | | | | | |
| Capital-Leasehold Improvements | 541200 | | | | | 380,000 | |
| Contingency for New Buildings | 5222000 | - | - | - | 0.0% | - | 50,000 |
| | | | | | | | |
| | | | | | | | |
| **TOTALS** | | **153,953** | **539,908** | **400,922** | **74.3%** | **907,668** | **618,208** |

# 2025 Buildings & Grounds Budget

## Purchased & Contract Services

**521215** **Professional Services** **$35,308**
Jani-King Cleaning Services-Offices- $1,609/month $19,308
Tree Removals – Average $1,250/tree x 6 trees = $7,500
Security First Alarm Monitoring & Service= $3,040
*CHA, City Hall, & Poolhouse Monitoring 4@$510=$2,040*
*Service Calls = $1,000,*
Arbor-Nomics Turf Mgt. 4 @ $250 = $1,000
Consider Replacing CHA Alarm System $2,100
Contingency Funds $1,360

**522145** **Pest Control** **$3,500**
Skyline Pest Control-Annex, City Hall, Public Works, Woman's Club

**522200** **Repairs & Maintenance** **$75,000**
General Repairs and Maintenance to city buildings to include HVAC systems, plumbing, electrical, light bulbs, equipment service and maintenance, door locks, etc. Inc

**522310Building Rental** **$385,000**

**523100** **GIRMA Liability** **$25,000**
General Liability Coverages Allocated by Department
Property Buildings & Contents Coverage $9,800
Claim Deductibles $1,000

**523200** **Communications** **$19,200**
Comcast Acct# 0196945 Pub Works $300/mth = $3,600
Comcast Acct# 0027322 City Hall $250/mth = $3,000
Comcast Acct# 0505715 Woman's Club $200/mth - $2,400
AT&T Acct# 171-797-7633673 = $800/mth = $9,600
AT&T Online Fax 404-298-1522 $20/mth = $240
CNP Technologies–Annual Phone System Support Fees $900/year

**523910** **Miscellaneous** **$3,500**
CSX Annual Real Estate Taxes $800
Dry Cleaning tablecloths for Woman's Club $500
Other Miscellaneous Items $2,200

**Subtotal Purchased & Contract Services** **$546,508**

## Supplies

| | | |
|---|---|---|
| **531100** | **General Supplies**<br>Custodial supplies, light bulbs, mulch, bedding plants,<br>Pot hole patch, nails, lumber, paint etc. | **$19,000** |
| **531600** | **Street Signs** | **$5,500** |
| **531210** | **Water/Sewer**<br>DeKalb County Water-Annex Cust#5739026<br>DeKalb County Water-City Hall Cust# 1020766<br>DeKalb County Water- Women's Club Cust#994888<br>DeKalb County Water- Pub Works Cust# 6168977<br>DeKalb County Water- Vaughan St Cust# 6785691<br>Dekalb County Water – Park North Cust#<br>Quench USA $45*12= $540<br>Waterlogic-2 Water Coolers-City Hall $300/qtr = $1,200<br>Waterlogin-1 Water Cooler-Pub Works $150/qtr = $600 | **$10,000** |
| **531220** | **Natural Gas**<br>Constellation Gas Women's Club Acct# 6963571473<br>Constellation Gas Annex Acct# 423795297<br>Constellation Gas City Hall Acct# 4011935545<br>Constellation Gas Public Works Acct# 701646356<br>Constellation Gas Park North Acct# | **$7,700** |
| **531230** | **Electricity**<br>Georgia Power City Hall Shed Acct# 59787-86001<br>Georgia Power Women's Club Acct# 59367-86001<br>Georgia Power Annex Acct# 61257-86036<br>Georgia Power Public Works Acct# 34088-90007<br>Georgia Power Park North Acct# 01438-23287 | **$25,000** |
| **531600** | **Small Equipment Purchases** | **$4,500** |

| | |
|---|---|
| **Subtotal Supplies** | **$71,700** |
| **TOTAL BUILDING & GROUNDS OPERATING BUDGET** | **$618,208** |

| EXPENDITURE | | CITY OF CLARKSTON PROPOSED BUDGET FY 2025 | | | | | |
|---|---|---|---|---|---|---|---|
| As of October 11, 2024 | | 2023 ACTUAL | 2024 ADOPTED BUDGET | 2024 ACTUAL AS OF 09/30/2024 | % OF BUDGET | 2024 PROJECTED & AMENDED BUDGET | 2025 PROPOSED BUDGET |
| **PARKS 60-6200** | | | | | | | |
| Salaries-Full time | 511100 | - | 71,750 | 29,615 | 0% | 71,250 | 153,950 |
| Salaries - Part time | 511200 | - | - | - | 0% | | - |
| Overtime | 511300 | - | - | - | 0% | | 3,000 |
| Health Insurance | 512100 | - | 10,080 | 4,502 | 0% | 10,080 | 39,312 |
| FICA Contributions | 512200 | - | 4,449 | 1,836 | 0% | 4,449 | 9,731 |
| Medicare Contributions | 512300 | - | 1,040 | 429 | 0% | 1,040 | 2,276 |
| Retirement Contribution | 512400 | - | 8,303 | 7,555 | 0% | 10,075 | 23,543 |
| Worker's Compensation | 512700 | - | 3,588 | - | 0% | 3,588 | 7,848 |
| Uniforms | 512910 | | 850 | 144 | 0% | 850 | 2,550 |
| Professional Services | 521215 | 20,495 | 27,500 | 12,930 | 47% | 27,500 | 27,500 |
| Purchased Services - Technical | 521300 | - | | 6,440 | 0% | 7,684 | 7,000 |
| Pool Management | 522150 | 77,775 | 70,000 | 75,549 | 108% | 76,000 | 75,000 |
| Repairs/Maintenance | 522200 | 34,559 | 35,000 | 26,644 | 76% | 35,000 | 35,000 |
| Equipment Rental | 522320 | 1,117 | 1,200 | 875 | 0% | 1,200 | 2,000 |
| Communication | 523200 | 2,496 | 4,300 | 3,737 | 87% | 6,400 | 6,100 |
| Other Purchased Services-Printing | 523400 | - | | 129 | 0% | 1,000 | - |
| Other Purchased Services-Dues & Fees | 523600 | - | | 125 | 0% | 1,000 | - |
| Other Miscellaneous Expense | 523910 | 2,275 | 1,500 | - | 0% | 1,500 | 1,500 |
| General Supplies | 531100 | 7,298 | 9,000 | 8,436 | 94% | 15,000 | 15,000 |
| Water/Sewer | 531210 | 3,534 | 3,500 | 1,702 | 49% | 3,500 | 3,500 |
| Electricity | 531230 | 14,813 | 22,000 | 17,251 | 78% | 26,000 | 22,000 |
| Small Equipment | 531600 | - | 4,000 | 761 | 19% | 4,000 | 4,000 |
| | | | | | | | |
| | | | | | | | |
| Note: Capital Expenditure Items are included on " Capital Projects" Worksheet | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| **TOTALS** | | **164,363** | **278,060** | **198,661** | **71%** | **307,116** | **440,810** |

# 2025 Parks & Recreations Budget

**PERSONNEL COSTS**

| | | |
|---|---|---|
| **511100** | **Salaries Full Time**<br>**1 Parks & Rec Director and 2 Laborers** | **$153,950** |
| **511200** | **Salaries Part Time** | **$0** |
| **511300** | **Overtime** | **$3,000** |
| | . | |
| **512110** | **Insurance Health**<br>1 Full-Time Employee | **$39,312** |
| **512200** | **Social Security FICA**<br>6.2% of all salaries and overtime | **$9,731** |
| **512300** | **Medicare Contributions** | **$2,276** |
| **512400** | **Retirement Contributions**<br>17.7% of payroll | **$23,543** |
| **512700** | **Workers Compensation** | **$7,848** |
| **512910** | **Uniforms** | **$2,550** |
| **Subtotal** | **Personnel & Employee** | **$242,210** |
| | **Purchased & Contract Services** | |
| **521215** | **Professional Services**<br>Tree removal services, Certified Arborist Services $26,000<br>Arbor-Nomics Spraying $1,500 | **$27,500** |
| **521300** | **Professional Services**<br>Civic Rec services and VC3, Inc. | **$7,000** |
| **522150** | **Pool Management**<br>Pool Management Contract | **$75,000** |
| **522200** | **Repairs & Maintenance**<br>Pavilions, picnic tables, grills, trash cans, electrical repairs | **$35,000** |

Increased 20% for Friendship Forest

**522210 Vehicle Maintenance** **$0**
Tires, Service, Emission test, Supplies, Repairs, towing, Accessories, Tags & Titles, Vehicle Cleaning

**522320 Equipment Rental** **$2,000**

**523200 Communications** **$6,100**
AT&T Phone – Pool House 404-296-0500 $100 x 12 = $1,200
Comcast Wifi Acct.#646410 $250 x 12 = $3,000
AT&T FirstNet – Cell Phone Parks & Rec Dir $50x12=$600
AT&T FirstNet – Cell Phone Department $50x12=$600

**523500 Travel**
Parks & Recreation Director - Conference **$0**

**523910 Miscellaneous** **$1,500**
Drainage issues, dog park items

## Subtotal Purchased & Contract Services $154,100

## Supplies

**531100 General Supplies** **$15,000**
Mulch, custodial supplies, bedding plants, signage etc. Soccer Goals, sports equipment, pool lawn chairs, pool picnic tables Sports uniforms, Background checks, NAYS coach's certification,

**531210 Water/Sewer** **$3,500**
DeKalb County Water Cust# 994305 Milam Park
DeKalb County Water Cust# 989972 Friendship Forest
DeKalb County Water Cust# 77002900 Aquatic Center
DeKalb County Water Cust# 995441 3867 Norman Rd Pool

**531230 Electricity** **$22,000**
Georgia Power Acct# 85617-87002 Pavilions
Georgia Power Acct# 10381-50016 Aquatic Center
Georgia Power Acct# 69867-86007 Tennis Courts
Georgia Power Acct# 30186-37032 Friendship Forest temp #1
Georgia Power Acct# 71137-00063 Friendship Forest temp #2

| | | |
|---|---|---|
| 531100 | **Office Supplies** | **$0** |
| **531270** | **Gasoline** | **$0** |
| **531600** | **Small Equipment Purchases**<br>Blowers, weed eaters, Soccer goals | **$4,000** |
| **Subtotal** | **Supplies** | **$44,500** |
| **Total Parks Operating Budget** | | **$440,810** |

| EXPENDITURE | CITY OF CLARKSTON PROPOSED BUDGET FY 2025 | | | | | | |
|---|---|---|---|---|---|---|---|
| As of October 11, 2024 | | 2023 ACTUAL | 2024 ADOPTED BUDGET | 2024 ACTUAL AS OF 09/30/2024 | % OF BUDGET | 2024 PROJECTED & AMENDED BUDGET | 2025 PROPOSED BUDGET |
| **PLANNING AND DEVELOPMENT - 74-7400** | | | | | | | |
| Zoning & Review Board Stipends | 70-511100 | 900 | 3,600 | 550 | 15.3% | 1,000 | 3,000 |
| Zoning & Review Board Training | 70-523700 | 150 | 1,000 | 1,000 | 100.0% | 2,000 | 2,150 |
| | | | | | | | 0 |
| Salaries-Reg F/T | 74-511100 | 152,268 | 390,547 | 210,208 | 53.8% | 296,196 | 363,320 |
| Part-Time Salaries | 74-511200 | 0 | | 0 | | | 0 |
| Overtime | 74-511300 | 0 | | 0 | | | 0 |
| Health Insurance | 74-512100 | 28,813 | 57,774 | 33,176 | 57.4% | 41,429 | 88,560 |
| FICA Contributions | 74-512200 | 8,893 | 24,214 | 12,690 | 52.4% | 18,364 | 22,526 |
| Medicare Contributions | 74-512300 | 2,080 | 5,663 | 2,967 | 52.4% | 4,295 | 5,268 |
| Retirement Contribution | 74-512400 | 50,754 | 56,629 | 41,121 | 72.6% | 54,920 | 64,221 |
| Workers Compensation | 74-512700 | 1,729 | 10,428 | 3,315 | 31.8% | 10,428 | 10,194 |
| Uniforms | 74-512910 | 0 | 1,500 | 657 | 43.8% | 1,500 | 1,800 |
| Professional Services | 74-521215 | 50,421 | 98,000 | 63,480 | 64.8% | 98,000 | 76,800 |
| Building Inspections/Permitting | 74-521220 | 104,163 | 75,000 | 0 | 0.0% | 132,290 | 120,000 |
| Public Arts Program | 74-521215 | | 10,000 | 2,723 | 27.2% | 10,000 | 10,000 |
| Business Economic Development Programs | 74521215 | | | | | | 20,500 |
| Vehicle Repair & Maintenance | 74-522210 | 7,004 | 3,000 | 88 | 2.9% | 3,000 | 3,000 |
| Communication | 74-523200 | 2,595 | 4,320 | 3,493 | 80.9% | 5,000 | 5,200 |
| Other Expense-Advertising | 74-523300 | 575 | 1,000 | 460 | 46.0% | 1,000 | 1,000 |
| Printing Service | 74-523400 | 909 | 3,000 | 2,064 | 68.8% | 3,000 | 3,000 |
| Travel | 74-523500 | 2,983 | 7,000 | 6,010 | 85.9% | 1,000 | 8,700 |
| Dues and Fees | 74-523600 | 1,932 | 2,975 | 856 | 28.8% | 2,975 | 2,620 |
| Education/Tng | 74-523700 | 4,898 | 7,700 | 7,439 | 96.6% | 9,000 | 8,975 |
| General Supplies | 74-531100 | 2,015 | 3,000 | 1,221 | 40.7% | 3,000 | 2,000 |
| Gasoline & Fuel | 74-531270 | 861 | 4,000 | 208 | 0.0% | 1,000 | 1,000 |
| Small Equipment | 74-531600 | 1,186 | 5,000 | 4,261 | | 4,000 | 4,000 |
| **TOTALS PLANNING & ZONING** | | **425,130** | **775,350** | **397,987** | **51.3%** | **703,397** | **827,834** |
| | | | | | | | |
| | | | | | | | |
| **EXPENDITURE** | | | | | | | |
| **As of October 11, 2024** | | **2023 ACTUAL** | **2024 ADOPTED BUDGET** | **2024 ACTUAL AS OF 09/30/2024** | **% OF BUDGET** | **2024 PROJECTED & AMENDED BUDGET** | **2025 PROPOSED BUDGET** |
| **COMMUNITY ACTION PROJECTS 10-7600** | | | | | | | |
| Urban Agriculture and Environmental Projects | 521200 | 0 | 10,000 | 0 | | 0 | 0 |
| Clarkston Special Events | 531120 | 28,129 | 50,000 | 31,737 | 63.5% | 50,000 | 58,000 |
| Tell Me A Story Event | 573015 | 6,744 | 7,000 | 0 | 0.0% | 0 | 0 |
| Recreation Programs | 573060 | 5,000 | 10,000 | 5,000 | 50.0% | 10,000 | 0 |
| Clarkston Community Center | 573010 | 10,000 | 20,000 | 10,000 | 50.0% | 20,000 | |
| Clarkston Community CultureFest Festival | 573040 | 530 | 3,500 | 0 | 0.0% | 0 | 15,000 |
| Public Arts Program | 521215 | | 10,000 | 2,723 | 27.2% | 10,000 | 0 |
| Business Economic Development Programs | | | 25,500 | | | 0 | |
| Create a Revolving Grant Program | | | | | | | 100,000 |
| Senior Programs | | | 5,000 | | | 0 | 0 |
| Early Learning Task Force | 573045 | 6,559 | 10,000 | 383 | | 10,000 | 0 |
| Health Task Force | 573055 | | 2,000 | | | 0 | 0 |
| Youth Task Force | | | 5,000 | 0 | | 0 | 0 |
| **TOTAL COMMUNITY ACTION PROJECTS** | | **56,961** | **158,000** | **49,843** | **31.5%** | **100,000** | **173,000** |

# Fiscal year 2025 Proposed Budget for Planning & Economic Development Department

## BOARDS

Planning & Zoning

| | | | |
|---|---|---|---|
| **511100** | **Stipend for meeting attendance** | | |
| | Member Stipends: **5 Members @ $50 x 12** | | **$3,000** |
| **523700** | **Professional Development –** | **$2,150** | |
| | 5 Members @ $250 each | **$1,250** | |
| | Travel & Reimbursement – | **$ 600** | |
| | Memberships/Subscriptions - | **$ 300** | |
| **Total Planning & Zoning Board** | | | **$5,150** |

## PERSONNEL COSTS

| | | | |
|---|---|---|---|
| **511100** | **Salaries Full Time - Staff** | **$363,323** | |
| **511200** | **Salaries Part Time** | **$0** | |
| **512100** | **Insurance Health/Dental @ 4 FT Employees** | **$88,560** | |
| **512200** | **Social Security FICA – Staff** | **$22,526** | |
| **512300** | **Medicare – Staff** | **$5,268** | |
| **512400** | **Retirement Contributions** | **$64,221** | |
| **512700** | **Workers Compensation @ 4 FT Employees** | **$10,194** | |
| **512910** | **Uniforms** | **$1,800** | |
| **Subtotal** | **Personnel & Employee** | | **$555,892** |

## Purchased & Contract Services

| | | | |
|---|---|---|---|
| **521215** | **Professional Consulting Services** | | **$76,800** |
| | Marketing | **$10,000** | |
| | Professional Services (Consultants) | **$40,000** | |
| | Propose: LCI Grant for EPDLA Corridor Grant 20% | **$26,800** | |

| | | | |
|---|---|---|---|
| | **Public Arts** | | **$10,000** |
| | **Business/Economic Development Programs** | | **$20,500** |
| **521220** | **Building Inspection Services** | | **$120,000** |
| | Building Inspections and plan review services | | |
| **522210** | **Vehicle Maintenance** | | **$3,000** |
| | Tires, Service, Emission Test, Supplies, Repairs Towing, Accessories, Tags and Titles, Vehicle Cleaning | | |
| **523200** | **Communications** | | **$5,200** |
| | AT&T First Net–Cell Phone | | |
| | AT&T FirstNet–Air Card Code Enforcement Tablet | | |
| **523300** | **Advertising** | | **$1,000** |
| | Boards' meetings legal notices and advertisements. | | |
| **523400** | **Printing & Binding** | | **$3,000** |
| | Letterhead& Envelopes | | |
| | Printing Services | | |
| **523500** | **Travel** | | **$8,700** |
| | Planning Director | **$2,100** | |
| | Code Enforcement Officer – (2) GACE (GA Assoc of Code Enforcement & 1 Permit Tech) Conference | **$2,200** | |
| | Economic Dev Coordinator Conference | **$2,200** | |
| | Planner Conferences | **$2,200** | |
| **523600** | **Dues/Subscriptions/Books** | | **$2,920** |
| | Council for Quality Growth | **$50** | |
| | GA Assoc of Code Enforcement | **$210** | |
| | APA (American Planning Assoc.) | **$500** | |
| | GEDA | **$550** | |
| | GFPMA | **$75** | |
| | Economic Development Coordinator | **$500** | |
| | GAZA | **$35** | |
| | Other | **$700** | |
| | Planner | **$300** | |
| **523700** | **Professional Development/Training** | | **$8,975** |
| | Planning & Development Manager | **$2,000** | |
| | MA Training (4 per year @ 250) | **$1,000** | |
| | GACE Conference Registration (3) | **$1,725** | |
| | Economic Development Coordinator | **$1,500** | |
| | Other Training - Planner | **$2,750** | |

| | | |
|---|---|---|
| **Subtotal** | **Purchased & Contract Services** | **$259,795** |
| **Supplies** | | |
| **531100** | **Office Supplies** | **$2,000** |
| **531270** | **Gasoline** | **$1,000** |
| **531600** | **Small Equipment Purchases**<br>Tools and equipment | **$4,000** |
| **Subtotal** | **Supplies** | **$7,000** |
| **TOTAL PLANNING & ZONING BUDGET** | | **$827,834** |

| EXPENDITURE | | CITY OF CLARKSTON PROPOSED BUDGET FY 2025 | | | | | |
|---|---|---|---|---|---|---|---|
| As of October 11, 2024 | | 2023 ACTUAL | 2024 ADOPTED BUDGET | 2024 ACTUAL AS OF 09/30/2024 | % OF BUDGET | 2024 PROJECTED & AMENDED BUDGET | 2025 PROPOSED BUDGET |
| **DEBT SERVICE** | | | | | | | |
| **DEBT SERVICE- PRINCIPAL PAYMENTS** | | | | | | | |
| **Debt Service-Principal-Bonds (581100)** | | | | | | | |
| Friendship Forest Redevelopment-Principal-Bonds | 581100 | 153,912 | 155,952 | - | | 155,952 | 158,019 |
| | | | | | | | |
| **Debt Service-Principal-Capital Leases (581200)** | | | | | | | |
| Debt Service-Principal-City Hall Annex | 581200 | 51,712 | 53,399 | 39,887 | 75% | 53,399 | 55,138 |
| Debt Service-Principal-10 Police Interceptors Take Home Cars | 581200 | 130,983 | 33,398 | 33,397 | 100% | 33,398 | - |
| Public Works Bucket Truck | 581200 | 16,845 | 17,207 | 12,780 | | 17,207 | 17,577 |
| 2023 Lease Three Vehicles- 2-PW & 1-PD | 581200 | 12,367 | 25,957 | 19,298 | | 25,957 | 27,067 |
| Capital Lease 2024 Vehicle Purchases | 581100 | | | | | | |
| **Subtotal 581200 - Principal on Capital Leases** | **581200** | **211,908** | **129,961** | **105,363** | **81%** | **129,961** | **99,782** |
| | | | | | | | |
| **Debt Service-Principal-Bonds (581300)** | | | | | | | |
| GTIB/SRTA Loan #1 | 581300 | 125,656 | 128,707 | 107,039 | 83% | 128,707 | 128,705 |
| GTIB/SRTA Loan #2 | 581300 | 167,621 | 170,836 | 145,506 | 85% | 170,836 | 174,109 |
| **Subtotal 581300 - GTIB/SRTA Loans** | **581300** | **293,277** | **299,543** | **252,545** | **84%** | **299,543** | **302,814** |
| | | | | | | | |
| **Subtotal Debt Service - Principal Payments** | **581XXX** | **659,098** | **585,456** | **357,908** | **61%** | **585,456** | **560,615** |
| | | | | | | | |
| | | | | | | | |
| **DEBT SERVICE - INTEREST PAYMENTS** | | | | | | | |
| **Debt Service-Interest-Bonds** | | | | | | | |
| Friendship Forest Redevelopment - Interest | 582100 | 12,399 | 8,321 | 4,160 | 50% | 8,321 | 4,188 |
| | | | | | | | |
| **Debt Service-Interest-Capital Leases (582200)** | | | | | | | - |
| Debt Service-Interest- Capital Lease-City Hall Annex | 582200 | 7,312 | 5,628 | 4,381 | 78% | 5,628 | 3,886 |
| Debt Service-Interest-Capital Lease-Take Home Cars-10 Ford Interceptors | 582200 | 3,664 | 265 | 265 | 100% | 265 | - |
| Public Works Bucket Truck | 582200 | 1,838 | 1,477 | 785 | | 1,477 | 1,107 |
| 2023 Lease Two Vehicles-PW &PD | 582200 | 3,058 | 4,893 | 4,287 | | 4,893 | 3,783 |
| Capital Lease 2024 Vehicle Purchases | 582200 | | | | | | |
| **Subtotal 582200 - Interest of Capital Leases** | **582200** | **15,871** | **12,262** | **9,718** | **79%** | **12,262** | **8,776** |
| | | | | | | | |
| **Debt Service-Interest-Other Debt** | | | | | | | |
| Debt Service- Interest Payment-GTIB Loan #1 | 582300 | 33,246 | 30,199 | 25,379 | 84% | 30,199 | 30,197 |
| Debt Service- Interest Payment-GTIB Loan #2 | 582300 | 23,973 | 20,762 | 14,155 | 68% | 20,762 | 17,486 |
| Debt Service-Other Interest Expense-TAN | 582300 | - | 15,000 | - | | 24,200 | - |
| **Subtotal 582300-Interest on Other Debt** | | **57,219** | **65,961** | **39,535** | **84%** | **75,161** | **47,683** |
| | | | | | | | |
| **Subtotal Debt Service - Interest Payments** | **582XXX** | **85,489** | **86,544** | **53,412** | **62%** | **95,744** | **60,647** |
| | | | | | | | |
| **TOTAL GENERAL DEBT SERVICE** | | **744,587** | **672,000** | **411,320** | **61%** | **681,200** | **621,262** |

| EXPENDITURE | | CITY OF CLARKSTON PROPOSED BUDGET FY 2025 | | | | | |
|---|---|---|---|---|---|---|---|
| As of October 11, 2024 | | 2023 ACTUAL | 2024 ADOPTED BUDGET | 2024 ACTUAL AS OF 09/30/2024 | % OF BUDGET | 2024 PROJECTED & AMENDED BUDGET | 2025 PROPOSED BUDGET |
| **FUND 2 - FEDERAL SEIZURE - Expenditures** | | | | | | | |
| Professional Services | 521200 | 62,350 | 20,000 | 7,500 | 37.5% | 7,500 | 10,000 |
| Repairs/Maintenance | 522200 | - | | | | | |
| Vehicle Repairs | 522210 | 3,442 | 5,000 | - | | 5,000 | 5,000 |
| Communications | 523200 | - | | - | | | |
| Printing | 523400 | - | | | | | |
| Travel | 523500 | - | 5,000 | | | | 5,000 |
| Due & Fees | 523600 | - | | | | | |
| Education and Training | 523700 | 2,000 | 2,000 | - | | | 2,000 |
| Other Expense | 523910 | - | | | | | 100 |
| General Supplies | 531100 | - | 1,000 | - | | | 1,000 |
| Small Equipment | 531600 | 1,281 | 6,200 | - | | | 6,200 |
| Buildings & Grounds Improvement | 541200 | | 22,000 | | | 140,000 | - |
| Vehicles | 542200 | - | - | - | | | - |
| Other Capital Equipment-Fingerprint Syster | 542500 | 8,164 | - | - | | | - |
| Vehicle Lease Payments-Principal | 581200 | 28,487 | - | - | | | - |
| Vehicle Lease Payments-Interest | 582200 | 714 | - | - | | | - |
| Axon Lasers Lease Payments | 522320 | | | | | | |
| Fund Balance Committed Future Lease Payments | | | | | | | |
| Fund Balance Rollforward | | | | | | | |
| | | | | | | | |
| **TOTALS** | | **106,438** | **61,200** | **7,500** | **12.3%** | **152,500** | **29,300** |

| EXPENDITURE | | | | | | | |
|---|---|---|---|---|---|---|---|
| As of October 11, 2024 | | 2023 ACTUAL | 2024 ADOPTED BUDGET | 2024 ACTUAL AS OF 09/30/2024 | % OF BUDGET | 2024 PROJECTED & AMENDED BUDGET | 2025 PROPOSED BUDGET |
| **FUND 2 - CITY SEIZURE - Expenditures** | | | | | | | |
| Repairs/Maintenance | 522200 | 0.00 | | | 0.0% | | |
| Vehicle Repairs | 522210 | 0.00 | | | 0.0% | | |
| Communications | 523200 | 0.00 | | | 0.0% | | |
| Printing | 523400 | 0.00 | | | 0.0% | | |
| Travel | 523500 | 0.00 | | - | 0.0% | | |
| Education | 523700 | 0.00 | | - | 0.0% | | |
| Other Expense | 523910 | 0.00 | 100 | - | | | - |
| Small Equipment | 531600 | 0.00 | - | - | 0.0% | | |
| General Supplies | 531100 | 0.00 | - | - | 0.0% | | |
| Computers | 542400 | 0.00 | | | 0.0% | | |
| Other Capital Equip | 542500 | 0.00 | | | 0.0% | | |
| Seizure Distributions to Other Agencies | 571000 | | | | | | |
| | | | | | | | |
| **TOTALS** | | **0.00** | **100.00** | **-** | **0.0%** | **-** | **-** |

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

| As of October 11, 2024 | | 2023 ACTUAL | 2024 ADOPTED BUDGET | 2024 ACTUAL AS OF 09/30/2024 | % OF BUDGET | 2024 PROJECTED & AMENDED BUDGET | 2025 PROPOSED BUDGET |
|---|---|---|---|---|---|---|---|
| **GENERAL FUND Capital Projects** | | | | | | | |
| Bldgs/Grounds-Police Garage-State Cerification | 541200 | | 22,000 | | 0% | 22,000 | - |
| Bldgs/Grounds-City Hall A/C Unit Replacements Contingency | | 18,443 | 20,000 | - | 0% | 20,000 | - |
| Bldgs/Grounds-Flood Damage Repairs City Hall | 541200 | | | | | | |
| Bldgs/Grounds-Xmas Tree/Lamp Post Wreaths | 542300 | | | | | | |
| Bldgs/Grounds-Replace Handicap Ramp CHA | 541200 | | | | | | |
| Bldgs/Grounds-Land Upgrade Public Works Facility | 541400 | | | | | | - |
| Bldgs/Grounds-Office Furniture-New Space | 542500 | | 50,000 | 1,661 | 3% | 50,000 | - |
| Parks-40 Oaks Nature Preserve Improvements | | | | | | | |
| Parks-Friendship Forest Security Cameras | | | | | | | |
| Parks-Friendship Forest Replace Damaged Entrance Gate | 541200 | | | | | | |
| Parks-Milam Park-Replaster Main/Baby Pools | 542100 | 97,702 | | - | | | |
| Parks-Milam Park-Replace Pool Covers | 542100 | | | | | | |
| Parks-Milam Park Water Line Replacement | 541200 | | | | | | |
| | 542200 | | - | - | | | - |
| Police-Police Vehicle Body Repairs Covered by Insurane Proceeds | 542200 | 99,831 | 53,000 | 14,209 | 27% | 53,000 | |
| | | | | | | | |
| Administration-Vehicle to be shared by City Staff | | | 38,175 | 35,724 | 94% | 35,724 | - |
| Administration-Vehicles-City Mgr vehicle xfer current Explorer to 2nd code enforcement officer | 542200 | | 38,175 | 38,125 | 100% | 38,125 | - |
| Public Works - Lawn Mower | | | - | | | | - |
| Public Works Vehicles | 542200 | 84,945 | 53,500 | 38,545 | 72% | 38,545 | - |
| Public Works - Market St Road Construct-Dekalb County | | | | - | | | |
| Public Works-Sidewalk Repairs/Fence Repairs Covered by Insurance Proceeds | 541400 | | | - | | | |
| Public Works-LMIG City Match-Lovejoy/Church Sidewalks | 541420 | 73,331 | | - | | | |
| Trees Atlanta Installation | | | | | | | |
| City Hall Signage | | | | | | | 25,000 |
| New Servicer & Equipment | | | | | | | 25,000 |
| **GENERAL FUND CAPITAL PROJECTS** | | **374,252** | **274,850** | **128,265** | **47%** | **257,394** | **50,000** |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **SPLOST FUND** | | | | | | | |
| **SPLOST FUND Bond Legal/Closing Fees** | 521200 | - | - | | | 142,000 | |
| SPLOST FUND Bond Principal Payments | 581100 | 2,158,000 | 2,244,000 | 2,244,000 | 100% | 2,244,000 | - |
| SPLOST FUND Bond Interest Payment | 582100 | 57,820 | 19,523 | 19,523 | 100% | 19,523 | - |
| SPLOST FUND Construction | 541400 | 265,375 | 1,123,461 | 38,470 | 3% | 1,123,461 | - |
| **SPLOST FUND Total Expenditures** | | **2,481,195** | **3,386,984** | **2,301,993** | **68%** | **3,528,984** | **-** |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Total Capital Projects and SPLOST** | | **2,855,447** | **3,661,834** | **2,430,258** | **66%** | **3,786,378** | **50,000** |

| EXPENDITURE | | CITY OF CLARKSTON PROPOSED BUDGET FY 2025 | | | | | |
|---|---|---|---|---|---|---|---|
| As of October 11, 2024 | | 2023 ACTUAL | 2024 ADOPTED BUDGET | 2024 ACTUAL AS OF 09/30/2024 | % OF BUDGET | 2024 PROJECTED & AMENDED BUDGET | 2025 PROPOSED BUDGET |
| **FUND 3 - SPECIAL REVENUE - MULTIPLE GRANT FUND - Expenditures** | | | | | | | |
| | | | | | | | |
| GDOT LMIG/LARP Paving Grant | 573030 | 93,533 | 110,000 | - | 0.0% | 248,249 | 120,000 |
| Placemaking Grant-GA Power-Crosswalk Painting | | 1,500 | - | - | | - | - |
| SS4A-Safe Streets & Roads Planning Grant | 541400 | | 1,000,000 | | | - | 1,000,000 |
| Public Safety & Voilent Crime Reduction | 200-54250 | 161,500 | 400,000 | - | | 190,000 | 161,500 |
| NRPA 10 Minute Walk Grant | | | 6,521 | - | | 6,521 | - |
| Atlanta Regional Comm-LCI Clarkston Greenway Grant | | 100,360 | 140,000 | 171,640 | | 171,640 | - |
| Opoid Settlements | 541410 | - | 5,388 | | | 12,951 | 10,000 |
| Dept of Justice-BVP Vests | | | 4,000 | - | | 4,000 | 4,000 |
| TOTALS | | **356,892** | **1,665,909** | **171,640** | **0.0%** | **633,361** | **1,295,500** |

Grant Revenues reimburse grant expenditures only. Expenditures matches revenue

**Grant Expenditures funded by Grant Revenue**

| As of October 11, 2024 | | 2023 ACTUAL | 2024 ADOPTED BUDGET | 2024 ACTUAL AS OF 09/30/2024 | % OF BUDGET | 2024 PROJECTED & AMENDED BUDGET | 2025 PROPOSED BUDGET |
|---|---|---|---|---|---|---|---|
| **FUND 4 - Enterprise Fund - Storm Water - Expenditures 500-** | | | | | | | |
| Storm Water - Salaries | 511100 | 100,000 | 100,000 | 58,712 | 58.7% | 100,000 | 100,000 |
| Storn Water - FICA Tax | 512200 | 6,200 | 6,200 | 3,593 | 58.0% | 6,200 | 6,200 |
| Storm Water - Medicare Tax | 512300 | 1,450 | 1,450 | 840 | 58.0% | 1,450 | 1,450 |
| Storm Water - Professional Svcs | 521200 | 94,632 | 139,000 | 128,544 | 92.5% | 192,474 | 139,000 |
| Storm Water - Rep/Maint | 522200 | 14,156 | 18,000 | 1,650 | 9.2% | 18,000 | 18,000 |
| Storm Water - Veh Maint/Rep | 522210 | - | 3,000 | 4,514 | 150.5% | 10,000 | 3,000 |
| Storm Water- Equipment Lease/Rental | 522320 | - | 3,000 | - | 0.0% | 4,600 | 3,000 |
| Storm Water - Dues/Fees-Community View | 523600 | 12,298 | 13,000 | 12,777 | 98.3% | 13,000 | 13,000 |
| Storm Water-Training Expense | 523700 | 824 | 2,435 | 324 | | 1,000 | 2,000 |
| Storm Water - Bank Charge | 523920 | 35 | | 35 | | 100 | - |
| Storm Water - General Supplies | 531100 | 513 | 2,000 | - | 0.0% | 1,000 | 2,000 |
| Storm Water - Small Equipment | 531600 | | 3,000 | - | 0.0% | 3,000 | 3,000 |
| Storm Water-Vehicles | 542200 | | - | - | 0.0% | - | |
| Storm Water- Capital Outlay | 542500 | | 40,000 | - | 0.0% | - | 40,000 |
| Storm Water - Depreciation | 561000 | - | | | | - | - |
| Storm Water - Interest Expense-Capital Lease | 582200 | 2,213 | 1,778 | 1,483 | | - | 1,333 |
| TOTAL | | **232,320** | **332,863** | **212,472** | **63.8%** | **350,824** | **331,983** |

**Storm Water Expenditures fully funded by Storm Water Utility Revenues.**

| As of October 11, 2024 | | 2023 ACTUAL | 2024 ADOPTED BUDGET | 2024 ACTUAL AS OF 09/30/2024 | % OF BUDGET | 2024 PROJECTED & AMENDED BUDGET | 2025 PROPOSED BUDGET |
|---|---|---|---|---|---|---|---|
| **FUND -6 -SANITATION ENTERPRISE FUND -** | | | | | | | |
| Waste Management Fees | 522110 | 287,718 | 310,000 | 215,461 | 69.5% | 331,461 | 356,625 |
| Sanitation Bank Charge | 523920 | - | - | - | | | - |
| TOTALS | | **287,718** | **310,000** | **215,461** | **69.5%** | **331,461** | **356,625** |

| As of October 11, 2024 | | 2023 ACTUAL | 2024 ADOPTED BUDGET | 2024 ACTUAL AS OF 09/30/2024 | % OF BUDGET | 2024 PROJECTED & AMENDED BUDGET | 2025 PROPOSED BUDGET |
|---|---|---|---|---|---|---|---|
| **FUND -330 -HOST REVENUE FUND -** | | | | | | | |
| HOST Expenditures-Purchase Land for Park | 541XXX | 70,821 | - | - | | | - |
| TOTALS | | **70,821** | **-** | **-** | **0.0%** | **-** | **-** |

| ARPA GRANT FUND EXPENDITURES | | CITY OF CLARKSTON PROPOSED BUDGET FY 2025 | | | | | |
|---|---|---|---|---|---|---|---|
| As of October 11, 2024 | | 2023 ACTUAL | 2024 ADOPTED BUDGET | 2024 ACTUAL AS OF 09/30/2024 | 2024 PROJECTED & AMENDED BUDGET | 2025 PROPOSED BUDGET | 2026 PROPOSED BUDGET |
| **CORONAVIRUS RELIEF FUND** | | | | | | | |
| GENERAL ADMINISTRATION SALARIES & WAGES- | 260-1500-10-511100 | 7,269 | | - | | - | |
| GENERAL ADMINISTRATION EMPLOYEE BENEFITS | 260-1500-10-512200 | 451 | | - | | - | |
| GENERAL ADMINISTRATION EMPLOYEE BENEFITS | 260-1500-10-512300 | 105 | | - | | - | |
| GENERAL ADMINISTRATION EMPLOYEE BENEFITS | 260-1500-10-512700 | - | | - | | - | |
| FINANCE STAFF-SALARY | 260-1510-10-511100 | - | 65,000 | 32,250 | 57,250 | 65,975 | |
| FINANCE STAFF-FICA | 260-1510-10-512200 | | 4,030 | 2,000 | 3,550 | 4,090 | |
| FINANCE-STAFF-MEDICARE | 260-1510-10-512300 | | 943 | 468 | 831 | 957 | |
| GRANTS ADMINISTRATOR-CONTRACT | 260-1500-10-521200 | 34,500 | 45,000 | 13,125 | | 45,000 | 45,000 |
| PUBLIC WORKS - OTHER PURCHASED SERVICES | 260-1500-10-542400 | - | 55,000 | 11,804 | 135,000 | | |
| BLDG & GROUNDS-CYBERSECURITY-UPGRADE SERVER ROOM | 260-1565-15-521300 | - | 80,000 | - | | | |
| BLDG & GROUNDS-CYBERSECURITY-UPGRADE COMPUTER EQUIF | 260-1565-15-521300 | - | | | | | |
| GENERAL ADMIN-COMMUNICATIONS-HI SPEED INTERNET | 260-1565-15-523200 | 9,700 | 18,000 | 12,368 | 16,988 | | 18,000 |
| CLARKSTON CORONAVIRUS RELIEF FUN SUPPLIE | 260-1565-15-531100 | - | - | | | | - |
| DIVERSITY EQUITY & INCLUSION POSITION-SALARY | 260-1570-10-511100 | 7,500 | 78,000 | 55,578 | 81,534 | 86,275 | 78,000 |
| DIVERSITY EQUITY & INCLUSION POSITION-SALARY | 260-1570-10-512200 | 465 | 4,836 | 3,446 | 5,056 | 5,309 | 4,836 |
| DIVERSITY EQUITY & INCLUSION POSITION-SALARY | 260-1570-10-512300 | 109 | 1,131 | 806 | 1,183 | 1,242 | 1,131 |
| ADMINISTRATIVE STAFF-SALARIES | 260-1590-10-511100 | 33,143 | 58,000 | | - | 58,870 | |
| ADMINISTRATIVE STAFF-FICA | 260-1590-10-512100 | 2,050 | 2,050 | | - | 3,650 | |
| ADMINISTRATIVE STAFF-MEDICARE | 260-1590-10-512300 | 479 | 480 | | - | 854 | |
| ADMINISTRATIVE STAFF-CUSTOMER SERVICE | 260-1590-10-521100 | 22,295 | | 74,698 | 75,000 | - | |
| MUNICIPAL COURT SALARIES & WAGES-REGULAR | 260-2650-20-511100 | 5,229 | | - | | | |
| MUNICIPAL COURT EMPLOYEE BENEFITS-SOCIAL | 260-2650-20-512200 | 324 | | - | | | |
| MUNICIPAL COURT EMPLOYEE BENEFITS-MEDICA | 260-2650-20-512300 | 76 | | - | | | |
| MUNICIPAL COURT EMPLOYEE BENEFITS-WORKER | 260-2650-20-512700 | - | | - | | | |
| PUBLIC SAFETY SOCIAL INTERVENTION-SALARY | 260-3200-30-511100 | - | 85,000 | 13,673 | 31,974 | 86,275 | |
| PUBLIC SAFETY SOCIAL INTERVENTION-FICA | 260-3200-30-512200 | - | 5,270 | 848 | 1,983 | 5,349 | |
| PUBLIC SAFETY SOCIAL INTERVENTION-MEDICARE | 260-3200-30-512300 | - | 1,233 | 198 | 464 | 1,251 | |
| POLICE SALARIES & WAGES-REGULAR EMPLOYEE | 260-3200-30-511100 | 122,293 | | | | | |
| POLICE EMPLOYEE BENEFITS-SOCIAL SECURITY | 260-3200-30-512200 | 7,582 | | | | | |
| POLICE EMPLOYEE BENEFITS-MEDICARE | 260-3200-30-512300 | 1,773 | | | | | |
| POLICE-IT IMPLEMENT NEW PRINTING POLICE VEHICLES | 260-3200-30-521300 | 32,586 | | | | | |
| PUBLIC WORKS OTHER PURCHASED SERVICES-DU | 260-3200-30-512700 | - | | | | | |
| PUBLIC SAFETY VIOLENT CRIME REDUCTION GRANT-CAPITAL | 260-3200-30-542500 | | | 19,574 | 19,574 | | |
| PUBLIC WORKS SALARIES & WAGES-REGULAR EM | 260-4000-40-511100 | 19,835 | | | | | |
| PUBLIC WORKS EMPLOYEE BENEFITS-SOCIAL SE | 260-4000-40-512200 | 1,230 | | | | | |
| PUBLIC WORKS EMPLOYEE BENEFITS-MEDICARE | 260-4000-40-512300 | 288 | | | | | |
| PUBLIC WORKS OTHER PURCHASED SERVICES-DU | 260-4000-40-512700 | - | | | | | |
| PARKS OTHER CAPITAL OUTLAY | 260-6200-60-542500 | - | | | | | |
| PLANNING AND ZONING SALARIES & WAGES-REG | 260-7400-74-511100 | 6,514 | | | | | |
| PLANNING AND ZONING EMPLOYEE BENEFITS-SO | 260-7400-74-512200 | 404 | | | | | |
| PLANNING AND ZONING EMPLOYEE BENEFITS-ME | 260-7400-74-512300 | 94 | | | | | |
| PLANNING AND ZONING EMPLOYEE BENEFITS-WORKER | 260-7400-74-512700 | - | | | | | |
| CODE ENFORCEMENT OFFICER-SALARY | 260-7400-74-511110 | - | 70,000 | 36,055 | 55,442 | 64,818 | |
| CODE ENFORCEMENT OFFICER-FICA | 260-7400-74-512100 | - | 4,340 | 2,222 | 3,438 | 4,019 | |
| CODE ENFORCEMENT OFFICER-MEDICARE | 260-7400-74-512200 | - | 1,015 | 520 | 806 | 940 | |
| COMMUNITY ACTION PROJECTS PURCHASED SERV | 260-7600-10-521200 | - | | | | | |
| COMMUNITY ACTION-TECHNOLOGY | 260-7600-10-521300 | 21,352 | | | | | |
| BANK SERVICE CHARGES/FEES | 260-7600-10-523920 | 80 | | 70 | 70 | | |
| SUPPLIES - SIGNAGE | 260-7600-10-531140 | - | | | | | |
| CONTRIBUTIONS TO OTHER AGENCIES-FRESH HARVEST | 260-7600-10-572000 | 20,000 | | | | | |
| CONTRIBUTIONS TO OTHER AGENCIES-STORYWALK CDF | 260-7600-10-572000 | 889 | | | | | |
| GA STATE UNIV-MOU | 260-7600-10-572010 | - | | | | | |
| VETERAN'S COMMUNITY OUTREACH-MOU | 260-7600-10-572020 | 9,637 | | 1,677 | 7,495 | | |
| MOU-EMPOWER CLARKSTON TEKTON TRAINING | 260-7600-10-572025 | | | | | | |
| MOU-AMANI WOMEN CENTER ASSISTANCE | 260-7600-10-572030 | - | | | | | |
| MOU-AMANI WORKFORCE DEVELOPMENT | 260-7600-10-572030 | | | | | | |
| ARPA-HOME WEATHERIZATION/REPAIRS ASSIST | 260-7600-10-573080 | 381,363 | | 80,592 | 80,593 | | |
| RESIDENTIAL LEGAL AID ASSISTANCE | 260-7600-10-573081 | | 50,000 | | 50,000 | | |
| CLARKSTON COMMUNITY CENTER-ESL | 260-7600-10-573082 | 22,169 | 40,000 | 3,576 | 40,000 | | |
| MOU-AMANI WOMENS CENTER WORKFORCE DEVELOPMENT | 260-7600-10-573083 | 52,030 | 82,800 | | 82,800 | | |
| FAÇADE IMPROVEMENT | 260-7600-10-573085 | - | | | | | |
| COVID19 RAPID TESTS | 260-7600-10-573090 | - | | | | | |
| ARPA-HEALTH INITIATIVES | 260-7600-10-573091 | 2,378 | | | | | |
| COVID19-FOOD DISTRIBUTION | 260-7600-10-573092 | 105,494 | 100,000 | 50,934 | 111,000 | | 100,000 |
| COVID19 VACCINATION INCENTIVE GIFT CARDS | 260-7600-10-573093 | - | | | | | |
| COVID ASSISTANCE-BUSINESS | 260-7600-10-573094 | - | | | | | |
| COVID19 RENTAL ASSISTANCE PROGRAM | 260-7600-10-573095 | 77,583 | | | | | |
| CORONAVIRUS RELIEF-MORTGAGE ASSISTANCE | 260-7600-10-573096 | - | | | | | |
| CORONAVIRUS RELIEF-UTILITY ASSISTANCE | 260-7600-10-573097 | 17,873 | | 2,520 | | | |
| ARPA-QUARANTINE INCOME LOSS | 260-7600-10-573098 | - | | | | | |
| BALANCE TO BE ALLOCATED | 260-7600-10-573098 | | | | | - | 92,168 |
| **Total ARPA Grants Fund** | | **1,027,142** | **852,128** | **419,001** | **862,031** | **434,874** | **339,135** |

| | | | | | |
|---|---|---|---|---|---|
| | | REMAINDER AVAILABLE 2024-2026 | 1,725,060 | TOTAL ALLOCATIONS | 774,009 |
| | | | | | 951,051 |
| **AMERICAN RESCUE PLAN GRANT AMOUNT** | **4,719,115** | | | | |
| **SPENT IN FY2021** | **(1,012,864)** | | | | |
| **SPENT IN FY2022** | **(895,843)** | | | | |
| **PROJECTED SPENDING FY23** | **(862,031)** | $ 1,948,377 | | | |
| **PROJECTED SPENDING FY24** | **(434,874)** | | | | |
| **PROJECTED SPENDING FY25** | **434,874** | | | | |
| **PROJECTED SPENDING FY26** | **(339,135)** | | | | |
| | **1,609,242** | | | | |

| REVENUES | | CITY OF CLARKSTON PROPOSED BUDGET FY 2025 | | | | | |
|---|---|---|---|---|---|---|---|
| As of October 11, 2024 | | 2023 ACTUAL | 2024 ADOPTED BUDGET | 2024 ACTUAL AS OF 09/30/2024 | % OF BUDGET | 2024 PROJECTED & AMENDED BUDGET | 2025 PROPOSED BUDGET |
| **FUND 1 -GENERAL FUND - Revenue** | | | | | | | |
| Public Utility R/E Tax - Current | 311110 | 69,804 | 94,539 | - | 0% | 74,251 | 97,375 |
| Other Real Prop Tax | 311190 | 3,754,198 | 5,511,538 | 571,713 | 10% | 5,245,651 | 5,776,884 |
| Real Property Tax - Prior | 311200 | (37,481) | - | 270,729 | | 270,729 | 275,000 |
| Public Utility R/E Tax - Prior | 311210 | 2,478 | - | 74,242 | | 74,242 | 75,000 |
| Motor Vehicle Tax - Curr | 311310 | 256,700 | 260,000 | 203,549 | 78% | 203,549 | 270,400 |
| Intangible Tax (Reg/Rec) | 311340 | 15,265 | 14,000 | 50,372 | 360% | 50,372 | 14,420 |
| Railroad Equip Tx-Curr | 311350 | 916 | 916 | - | 0% | 916 | 1,000 |
| Personal Prop Tax-Curr | 311390 | 102,942 | 154,097 | 15,182 | 10% | 197,314 | 158,720 |
| Personal Prop Tax-Prior | 311400 | (3,089) | - | 4,684 | | 4,684 | 5,000 |
| Real Estate Transfer Tax | 311600 | 8,769 | 6,900 | 3,875 | 56% | 6,900 | 5,166 |
| Franchise Taxes-Electric | 311710 | 402,564 | 411,970 | 1,238 | 0% | 411,970 | 424,329 |
| Franshise Taxes-Gas | 311730 | 55,204 | 54,252 | 29,033 | 54% | 54,252 | 55,880 |
| Franchise Taxes-Cable/T | 311750 | 42,890 | 47,274 | 17,178 | 36% | 47,274 | 38,711 |
| Franchise Taxes-Teleph | 311760 | 1,918 | 1,900 | 1,138 | 60% | 1,900 | 1,517 |
| Alcohol Bev Excise Tax-Beer/Wine | 314200 | 122,512 | 126,000 | 67,712 | 54% | 126,000 | 129,780 |
| Alcohol Bev Excise Tax-Liquor | 314250 | - | - | 11,084 | | 11,084 | 15,223 |
| Local Option Mix Dr Tax | 314300 | 65,773 | 64,500 | 50,797 | 79% | 64,500 | 69,762 |
| Business/Occupational Tax | 316100 | 246,738 | 230,000 | 196,362 | 85% | 230,000 | 269,671 |
| Insurance Premium Tax | 316200 | 1,308,710 | 1,320,000 | - | 0% | 1,320,000 | 1,359,600 |
| Penalties/Interest-Real Tax | 319110 | 8,517 | 1,000 | 15,888 | 1589% | 15,888 | 16,365 |
| Penalties/Interest-Occupation Tax | 319400 | 12,450 | 8,500 | 4,371 | 51% | 8,500 | 8,755 |
| Alcoholic Investigation Fee | 321105 | 5,200 | 5,000 | 5,600 | 112% | 5,600 | 9,500 |
| Retail Beer License | 321110 | 9,000 | 8,500 | 9,750 | 115% | 9,750 | 17,240 |
| Retail Beer License/Drink | 321115 | 4,000 | 4,000 | 5,000 | 125% | 5,000 | 8,333 |
| Retail Wine License | 321120 | 9,000 | 8,500 | 9,000 | 106% | 9,000 | 17,240 |
| Retail Wine License/Drink | 321125 | 4,000 | 4,000 | 4,000 | 100% | 4,000 | 8,907 |
| Retail Liquor License | 321130 | 7,500 | 7,500 | 10,000 | 133% | 10,000 | 17,250 |
| Retail Liquor License/Drink | 321135 | 17,500 | 17,500 | 22,500 | 129% | 22,500 | 37,375 |
| Work Permit & ID Card-Alcohol | 321150 | 6,295 | 7,000 | 3,735 | 53% | 3,735 | 5,506 |
| Work Permiit & ID Card-Entertainme | 321151 | 71,629 | 75,000 | 92,630 | 124% | 92,630 | 118,024 |
| Pawn Shop Permits | 321152 | - | - | - | | - | |
| Hookah Permits | 321153 | 2,000 | 2,000 | 2,000 | | 2,000 | 2,000 |
| Late Night Convenience Store Permit | 321154 | 1,203 | 1,053 | - | | 1,053 | 1,053 |
| Ins Co Business License | 321220 | 22,488 | 20,000 | 16,825 | 84% | 16,575 | 23,106 |
| Zoning/Land Use Permits | 322210 | 800 | 2,000 | 19,961 | 998% | 19,961 | 27,412 |
| Sign Permits | 322230 | 3,084 | 4,000 | 5,541 | 139% | 5,541 | 7,573 |
| Building Permits | 322240 | 132,311 | 150,000 | 90,649 | 60% | 150,000 | 157,125 |
| Tree Service Permit Fees | 322245 | 421 | 1,000 | 1,896 | 190% | 2,000 | 1,934 |
| Certificate of Occupancy | 322250 | - | - | - | | - | |
| Other Non-Business/Permits | 322900 | 2,280 | 4,000 | 6,805 | 170% | 7,000 | 9,073 |
| Building Inspections | 323120 | - | - | - | % | | |
| Other Regulatory Fees | 323900 | - | - | - | | | |
| Intergovernmental Revenue | 337000 | 181,129 | - | - | | | |
| Tree Replacement/Preservation Fees | 341390 | 1,439 | - | - | | | |
| Printing & Duplicating | 341400 | 2,889 | 1,800 | 168 | 9% | 1,800 | 1,854 |
| Election Qualifying Fees | 341910 | - | 2,889 | 720 | | 2,889 | 3,000 |
| Accident Reports | 342120 | 5,119 | 4,933 | 2,802 | 57% | 4,933 | 3,829 |
| Street ROW Maintenance Fees-CSX | 343900 | 5,000 | 5,000 | - | | | |
| Special Pickups | 344111 | 2,923 | 3,600 | 4,021 | 112% | 4,100 | 5,522 |
| Backgrd Check Fees/Crim | 346410 | 3,977 | 3,800 | 6,240 | 164% | 6,500 | 8,762 |
| Woman Club Reservation | 347200 | 18,662 | 18,000 | 19,936 | 111% | 26,581 | 31,100 |
| Pool Admissions | 347201 | 31,435 | 31,435 | 31,178 | 99% | 31,178 | 54,562 |
| Pavilion Reservation Fees | 347203 | 14,031 | 17,000 | 16,998 | 100% | 17,000 | 26,064 |
| Juneteenth Vendor Fees | 347301 | - | - | 1,020 | | 1,020 | 1,500 |
| Program Fees | 347500 | 1,350 | 1,350 | - | 0% | | |
| Bad Check Fees | 349300 | 50 | 250 | 50 | | 250 | |
| Other Fees/Chgs for Svcs | 349900 | - | - | - | | - | - |
| Municpal Court Fines/Forf | 351170 | 226,363 | 235,000 | 189,576 | 81% | 252,767 | 270,406 |
| Police Admin IT Fee | 351180 | 5,983 | 7,200 | 2,440 | 34% | 7,200 | 3,416 |
| Interest Revenues | 361000 | 0 | - | 0 | | | - |

| REVENUES | | CITY OF CLARKSTON PROPOSED BUDGET FY 2025 | | | | | |
|---|---|---|---|---|---|---|---|
| As of October 11, 2024 | | 2023 ACTUAL | 2024 ADOPTED BUDGET | 2024 ACTUAL AS OF 09/30/2024 | % OF BUDGET | 2024 PROJECTED & AMENDED BUDGET | 2025 PROPOSED BUDGET |
| **FUND 1 -GENERAL FUND - Revenue** | | | | | | | |
| Contributions/Donations | 371000 | 100 | 100 | 500 | | 500 | - |
| Rents & Royalties | 381000 | 87,469 | 65,533 | 49,996 | 76% | 66,662 | 73,328 |
| Reim for Damaged Prop | 383000 | 38,824 | 40,000 | 19,211 | | 20,000 | 25,615 |
| Other Miscellaneous Rev | 389000 | 39 | 6 | 976 | 16270% | 1,000 | 1,341 |
| Bus Shelter Revenue | 389010 | - | - | - | 0% | | - |
| Reimburse DEA/OT | 389005 | 22,923 | 18,000 | 9,469 | 53% | 12,626 | 13,004 |
| Sale/General Fixed Assets | 392100 | 8,448 | 1,500 | | 0% | 10,000 | 45,000 |
| Sale/Land Property | 392200 | | | - | 0% | | |
| Transfer from Fund Balance | 391100 | | | - | 0% | | 80,000 |
| Proceeds from Capital Leases | 393130 | 138,230 | 138,230 | - | 0% | | |
| Revenue - Proceeds GTIB Debt | 393500 | | | - | | | |
| | | | | | | | |
| **TOTAL - FUND 1** | | **7,532,872** | **9,224,065** | **2,250,342** | **24%** | **9,253,328** | **10,185,511** |

| REVENUE<br>As of October 11, 2024 | | CITY OF CLARKSTON PROPOSED BUDGET FY 2025<br>2023 ACTUAL | 2024 ADOPTED BUDGET | 2024 ACTUAL AS OF 09/30/2024 | % OF BUDGET | 2024 PROJECTED & AMENDED | 2025 PROPOSED BUDGET |
|---|---|---|---|---|---|---|---|
| **FUND 3 - MULTIPLE GRANT FUND - 250** | | | | | | | |
| | | | | | | | |
| GDOT LMIG/LARP | 3341100 | 93,533 | 110,000 | 248,247 | 226% | 248,249 | 120,000 |
| Opiod Settlements | | 4,845 | 5,388 | 6,758 | | 12,951 | 10,000 |
| Atlanta Regional Comm-LCI Clarkston Greenway Grant | | 100,360 | 140,000 | 171,640 | | 171,640 | - |
| CDBG Grant Dekalb County | | - | | - | | - | - |
| NRPA 10 Minute Walk Grant | 331155 | | 6,521 | | | 6,521 | |
| US Dept of Justice BVP Vests | | - | 4,000 | - | | 4,000 | 4,000 |
| Placemaking Grant-GA Power-Crosswalk | 334200 | - | | | | - | |
| SS4A-Safe Streets & Roads Planning Grant | | | 1,000,000 | | | - | 1,000,000 |
| Public Safety & Voilent Crime Reduction | | 161,500 | 400,000 | - | | 190,000 | 161,500 |
| | | | | | | | |
| TOTAL | | **360,238** | **1,665,909** | **426,644** | 26% | **633,361** | **1,295,500** |
| **FUND 4 -500 - STORM WATER UTILITY REVENUE** | | | | | | | |
| Storm Water Fees Fund | 344190 | 232,320 | 332,853 | 53,316 | 16% | 332,853 | 332,853 |
| Prior Yr Stormwater fees | 344195 | (64) | | 12,160 | | | |
| Storm Water Bank Interest | 361000 | 24 | 10 | 16 | 160% | | 10 |
| Storm Water-Cost Sharing Construction | 389000 | - | | - | | | |
| Budget from Fund Balance Reserves | | - | - | - | | | |
| TOTALS | | **232,280** | **332,863** | **65,492** | 20% | **332,853** | **332,863** |
| **FUND 6 -540 - SANITATION FUND REVENUE** | | | | | | | |
| Sanitation Fees/Enterprise | 344110 | 287,718 | 310,000 | 206,586 | 67% | 331,461 | 356,625 |
| Prior Yr Sanitaion Fees | 344115 | - | - | 8,875 | | | |
| Commercial Business Fees | 344120 | - | - | - | | | |
| Sanitation Interest | 36100 | - | - | - | | | |
| TOTALS | | **287,718** | **310,000** | **215,461** | **70%** | **331,461** | **356,625** |
| **FUND 330 - HOST FUND REVENUE** | | | | | | | |
| HOST Revenues | 313300 | 70,821 | - | - | | | - |
| | | | | | | | |
| TOTALS | | **70,821** | **-** | **-** | | **-** | **-** |
| **FUND 260 - CORONAVIRUS RELIEF FUND** | | | | | | | |
| Interest Revenue | 361000 | 250 | - | 112 | | | |
| Federal Govt Grants | 331110 | 1,027,142 | 852,128 | 419,001 | | 862,031 | 434,874 |
| | | | - | | | - | - |
| TOTALS | | **1,027,392** | **852,128** | **419,113** | 49% | **862,031** | **434,874** |
| **FUND 320 - SPLOST FUND** | | | | | | | |
| SPLOST Tax Revenue | 313300 | 2,480,929 | 3,386,884 | 2,301,993 | 68% | 2,856,682 | 2,712,000 |
| Interest Revenue | 361000 | 266 | 100 | 221 | 221% | 500 | 10,000 |
| Funding from Bond Proceeds/Revnues Fund Balance | | - | - | - | | 529,802 | |
| | | | | | | | |
| TOTALS | | **2,481,195** | **3,386,984** | **2,302,214** | **68%** | **3,386,984** | **2,722,000** |

CITY OF CLARKSTON

where possibilities grow

# PROPOSED 5 YEAR CAPITAL PROJECT BUDGET

## FISCAL YEAR 2025

City of Clarkson

10/25/2024

**FIVE YEAR CAPITAL IMPROVEMENT PLAN**

**FY 2025 - 2030**

## CITY OF CLARKSTON FIVE YEAR CAPITAL IMPROVEMENT PLAN (CIP)

| DESCRIPTION | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | Totals Capital Improvement Project Costs | Comments/Funding Sources | FUNDING SOURCES: Debt Financed | General Fund | SPLOST I | SPLOST II | Grants Awarded | Total Funding | Grants Applied Or Will Apply. Not Yet Awarded | Applied For/Awaiting approval/SPLOST II |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ***VEHICLES & EQUIPMENT*** | | | | | | | | | | | | | | | | |
| **PUBLIC WORKS** | | | | | | | | | | | | | | | | |
| Ford F150 Trucks to replace 2004 model | | | | | | | - | | | - | - | - | - | - | - | - |
| Ford Explorer - Replace City Manager Vehicle | | | | | | | - | | | - | - | - | - | - | - | - |
| Dump Truck-Single Axle 2 Ton | | 75,000 | | | | | 75,000 | General Fund | | 75,000 | - | - | - | 75,000 | - | - |
| Road Scrape Blade & Salt Spreader for Dump Truck | | 25,000 | | | | | 25,000 | General Fund | | 25,000 | - | - | - | 25,000 | - | - |
| Land Improvement for Vehicle/Equipment Shed | | | | | | | - | | | - | - | - | - | - | - | - |
| Milam Park Pools Replastering and Tile Replacment | | | | | | | - | | | - | - | - | - | - | - | - |
| Stand on Blower | | | | | | | - | | | | | | | - | | - |
| Hustler Zero Turn mower replacement | 9,200 | | | | | | 9,200 | Grant | | - | - | - | | - | 9,200 | |
| **TOTAL - PUBLIC WORKS** | **$ 9,200** | **$ 100,000** | **$ -** | **$ -** | **$ -** | **$ -** | $ 109,200 | | **$ -** | **$ 100,000** | **$ -** | **$ -** | **$ -** | **$ 100,000** | **$ 9,200** | **$ -** |
| | | | | | | | | | | | | | | | | |
| **PUBLIC SAFETY - POLICE** | | | | | | | - | | | | | | | | | |
| Police Patrol Fleet Replacements (16) | 135,000 | 135,000 | 135,000 | 135,000 | 135,000 | 135,000 | 810,000 | SPLOST II | | - | - | 810,000 | | 810,000 | | - |
| TASER X26P | | | | | | | - | | | | | | | | | - |
| | | | | | | | - | | | | | | | - | | - |
| **TOTAL PUBLIC WORKS** | **$ 135,000** | **$ 135,000** | **$ 135,000** | **$ 135,000** | **$ 135,000** | **$ 135,000** | 810,000 | | **$ -** | **$ -** | **$ -** | **$ 810,000** | **$ -** | **$ 810,000** | **$ -** | **$ -** |
| | | proof | | | | | - | | | | | | | | | |
| **Administration Electric Vehicle** | | $ 60,000 | | | | | 60,000 | | | 60,000 | | | | 60,000 | | |
| **PLANNING & DEVELOPMENT** | | | | | | | - | | | | | | | | | |
| Code Enforcement Vehicle | - | - | - | - | - | - | - | | - | - | - | - | - | - | | - |
| **TOTAL PLANNING & DEVELOOPMENT** | **$ -** | | | | | | | | | | | | | | | |
| **TOTAL VEHICLE AND EQUIPMENT** | **$ 144,200** | **$ 295,000** | **$ 135,000** | **$ 135,000** | **$ 135,000** | **$ 135,000** | $ 979,200 | | **$ -** | **$ 160,000** | **$ -** | **$ 810,000** | **$ -** | **$ 970,000** | **$ 9,200** | **$ -** |
| ***OTHER CAPITAL PROJECTS*** | | | | | | | | | | | | | | | | |
| **Parks & Recs** | | | | | | | | | | | | | | | | |
| Forty Oaks - Existing Home Building Improvements | 50,000 | | 150,000 | 150,000 | 150,000 | 150,000 | 650,000 | SPLOST II | - | - | - | 650,000 | - | 650,000 | | $ - |
| Construction of facilities on city owned property - Park/Recreaional Land - Montreal Creek Court | 200,000 | 250,000 | 250,000 | 249,000 | | | 949,000 | SPLOST II | - | - | - | 949,000 | | 949,000 | | $ - |
| Parks Master Plan - plan must be completed in FY 25 | 200,000 | | | | | | 200,000 | SPLOST II | | | | 200,000 | | 200,000 | | |
| Park/Recreational Land - Cobble Mill Land | | | | | | 250,000 | 250,000 | SPLOST II/Grant (subcommitee decision to re-allocate $250k to another project - TBD - should be $0.00) | - | - | - | | | - | | $ 250,000 |
| Milam Park Renovations | 200,000 | 300,000 | | | | | 500,000 | SPLOST II | - | - | - | 500,000 | | 500,000 | | $ - |
| Splash Station/Pads | | 450,000 | 450,000 | | | | 900,000 | SPLOST II | - | - | - | 900,000 | | 900,000 | | $ - |
| **Total Parks & Recs** | **$ 650,000** | **$ 1,000,000** | **$ 850,000** | **$ 399,000** | **$ 150,000** | **$ 400,000** | $ 3,449,000 | | **$ -** | **$ -** | **$ -** | **$ 3,199,000** | **$ -** | **$ 3,199,000** | **$ -** | **$ 250,000** |
| | | | | | | | | | | | | | | - | | |
| **Public Works** | | | | | | | | | | | | | | - | | $ - |
| Safe Streets for all (SS4A) Citywide Pedestrain and Vehicular Safety Action Plan Study | 300,000 | 700,000 | 300,000 | | | | 1,300,000 | IIAJ Grant Planning Match Grant. | - | - | - | 300,000 | 1,000,000 | 1,300,000 | | $ - |
| Mell Ave/Northern/Church/East Ponce De Leon Safety and Opertional Improvement Design Phase II & Construction | 325,000 | 325,000 | 400,000 | 450,000 | | | 1,500,000 | ARC FY 24 or 25 | | | | 650,000 | 850,000 | 1,500,000 | | $ - |
| Sidewalks-Church St. from Erskine Rd to EPDL and EPDL from Church St. to 500 ft east of EPDL/Brockett Rd intersection at the bus stop across from Tahoe Village Shopping Center | 300,000 | 300,000 | 720,000 | | | | 1,320,000 | $120K from CDBG Grant , $600K from City PH II - SPLOST I | - | - | 600,000 | | 720,000 | 1,320,000 | | $ - |
| Milling and Resurfacing Streets | 1,108,000 | | | - | - | - | 1,108,000 | $700k of SPLOST plus $138k and $180k of state funding (out to bid FY 24 and all work to be completed in FY 25). Bond funds | | | | 700,000 | 408,000 | 1,108,000 | | $ - |
| Crosswalks on North Indian Creek/Pedestrain Crossing | 85,000 | | | | | | 85,000 | SPLOST II | | | | 85,000 | | 85,000 | | $ - |
| Neighborhood Traffic Calming - College Ave | 150,000 | 150,000 | | | | | 300,000 | SPLOST II | | | | 300,000 | | 300,000 | | $ - |
| Sidewalks/ADA Installations or Replacements . Church to Market Street. Removal of asphalt sidewalk on church near Park North: Brockett Road ADA improvement: Jolly Ave South Fowland toCity limits | 100,000 | 100,000 | | | | | 200,000 | SPLOST II | | | | 200,000 | | 200,000 | | $ - |
| Greenway Trail Design Plans Phase I and II | 234,000 | 233,000 | 233,000 | | | | 700,000 | **SPLOST II** | - | - | - | 700,000 | | 700,000 | | $ - |
| Norman Road Dam Planning Design Only | 150,000 | 150,000 | | | | | 300,000 | **SPLOST II** | - | - | - | 300,000 | | 300,000 | | $ - |

**City of Clarkson**

10/25/2024

| DESCRIPTION | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | Totals Capital Improvement Project Costs | Comments/Funding Sources | Debt Financed | General Fund | SPLOST I | SPLOST II | Grants Awarded | Total Funding | Grants Applied Or Will Apply. Not Yet Awarded | Applied For/Awaiting approval/SPLOST II |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Gateway Monument (Church St off ramp at I-285 - permit approval from GDOT) | **60,000** | **65,000** | | | | | 125,000 | ARC | - | - | - | - | - | - | - | $ **125,000** |
| Glendale @ Church Street Intersection Improvements | | | | | | 1,500,000 | 1,500,000 | Federal Grant Funding SPLOST II $190 (low priority project from SPLOST I ) | - | 190,000 | | - | 1,310,000 | 1,500,000 | - | - |
| Northern Rd Realignment with Mell Ave | 450,000 | 450,000 | | | | | 900,000 | ARC | - | - | | 650,000 | 250,000 | 900,000 | - | |
| Relocate Boat Dock Milam Lake to align with Milam Park Entrance | | | | | | | - | | - | - | - | - | - | - | - | - |
| North Indian Creek Road Diet (county line to Montreal Rd stream crossing) | | | | | | 3,500,000 | 3,500,000 | SPLOST II | | 700,000 | | | 2,800,000 | 3,500,000 | - | - |
| Norman Road Dam | 300,000 | | | | | 1,750,000 | 2,050,000 | SPLOST II ($300,000 Bonds) | | | | 300,000 | 1,750,000 | 2,050,000 | - | - |
| City Road Rehabilitation and Resurfacing | | | 1,000,000 | 1,000,000 | | | 2,000,000 | General Fund and/or SPLOST II | | | | | | - | - | 2,000,000 |
| Bridge Rehabilitation - Casa Drive | | 120,000 | | | | | 120,000 | General Fund | | | | | | - | - | 120,000 |
| SPLOST-Public Safety, Court, and City Hall Town Center | | | | | | 8,926,661 | 8,926,661 | Bonds | 8,926,661 | | | | | 8,926,661 | - | - |
| **Norman Rd mailbox installations** | **$20,000** | | | | | | 20,000 | **General Fund** | | **20,000** | | | | 20,000 | | - |
| **Tree Replacements on city Right of Way city wide** | **$125,000** | | | | | | 125,000 | **Tree Bank Fund** | | **125,000** | | | | 125,000 | | - |
| **TOTAL FOR OTHER CAPITAL - PUBLIC WORKS** | **$ 3,562,000** | **$ 2,593,000** | **$ 2,653,000** | **$ 1,450,000** | **$ -** | **$ 15,676,661** | **$ 26,079,661** | | $ 8,926,661 | $ 1,035,000 | **$ 600,000** | **$ 4,185,000** | **$ 9,088,000** | **$ 23,834,661** | $ - | **$ 2,245,000** |
| | | proof | | | | | | | | | | | | | - | |
| **TOTAL OTHER CAPITAL PROJECTS - PUBLIC WORKS** | $ 4,212,000 | $ 3,593,000 | $ 3,503,000 | $ 1,849,000 | $ 150,000 | $ 16,076,661 | $ 29,528,661 | | $ 8,926,661 | **$ 1,035,000** | **$ 600,000** | **$ 7,384,000** | **$ 9,088,000** | **$ 27,033,661** | $ - | **$ 2,495,000** |
| | | | | | | | | | | | | | | | | |
| **GRANT TOTAL FOR VEHICLES, EQUIPMENT AND OTHER CAPITAL PROJECTS** | **$ 4,356,200** | **$ 3,888,000** | **$ 3,638,000** | **$ 1,984,000** | **$ 285,000** | **$ 16,211,661** | **$ 30,507,861** | | **$ 8,926,661** | **$ 1,195,000** | **$ 600,000** | **$ 8,194,000** | **$ 9,088,000** | **$ 28,003,661** | **$ 9,200** | **$ 2,495,000** |
| | | proof | | | | | | | | | | | | proof | | |

30,507,861

$ -

# PROPOSED
# FEE SCHEDULE

## FISCAL YEAR 2025

CITY OF CLARKSTON

where possibilities grow

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| **CITY CLERK OFFICE** | | | |
| **ALCOHOL LICENSE FEE** | | | |
| Beer/Malt Beverage | $ 750 | $ 862 | |
| Wine | $ 750 | $ 862 | |
| Beer/Wine/Malt Beverage | $ 1,000 | $ 1,150 | |
| Distilled Spirits | $ 2,500 | $ 2,875 | |
| Retail Dealer - Wholesale Wine/Beer/Malt Beverage | $ 350 | $ 405 | Fees have not been adjusted in over 5 years. |
| Retail Dealer - Wholesale Wine/Beer/Malt Beverage/Distilled Spirits | $ 2,850 | $ 3,278 | Operational Cost increased. Fees has not kept pace |
| Wholesale Beer/Win/Malt Beverage | $ 450 | $ 520 | with the increase in operational cost. |
| Wholesale Distilled Spirits (City) | $ 5,000 | $ 5,750 | |
| Administrative/Investigative Fee | $ 200 | $ 260 | |
| Background Check | $ 50 | $ 65 | |
| Alcohol Server Permit Fee | $ 50 | $ 85 | |
| **ALCOHOL BEVERAGE CATERER FEE (On Premises)** | | | |
| Wine Only | $ 500 | $ 575 | |
| Beer /Malt Beverages | $ 500 | $ 575 | Fees have not been adjusted in over 5 years. |
| Distilled Spirits | $ 2,000 | $ 2,300 | Operational Cost increased. Fees has not kept pace |
| Beer/Malt Beverages | $ 750 | $ 865 | with the increase in operational cost. |
| Beer/Wine/Malt Beverage/Distilled Spirits | $ 2,500 | $ 2,875 | |
| Temp Alcohol License for Non-Profit/Charitable Events (Up to 3 Days License) | $ 50 | $ 65 | |
| **Individual Event POUR LICENSE** | $ 75 | $ 100 | |
| **HOOKAH LICENSE** | $ 1,000 | $ 1,300 | |
| **OPEN RECORDS REQUEST FEES** | | | |
| Search, retrieval or redaction of records | Calculated based upon the hourly rated of the lowest paid employee qualified to conduct the research of an open records request, with no charge for the first quarter hour of the employee's time expended. | Calculated based upon the hourly rated of the lowest paid employee qualified to conduct the research of an open records request, with no charge for the first quarter hour of the employee's time expended. | Fees have not been adjusted in over 5 years. Operational Cost increased. Fees has not kept pace with the increase in operational cost. |
| Electronic Records | The agency may charge the actual cost of the media which the records are data is produced. | The agency may charge the actual cost of the media which the records are data is produced. | |
| Copying of records or data per page for letter or legal size documents or, in the case of other documents, the actual cost of producing the copy. | $ 0.10 | $ 0.10 | |

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| **Business Licenses/Occupational Tax** | | | |
| Administrative Fee | $ 100 | $ 130 | Fees increase is based upon increased operational cost. |
| Gross Receipts $20,000 and under | $ - | $ - | |
| Class 1 | Gross Receipts over $20,000 Multiplied by (X) .0001800 | Gross Receipts over $20,000 Multiplied by (X) .0001800 | |
| Class 2 | Gross Receipts over $20,000 Multiplied by (X) .0003000 | Gross Receipts over $20,000 Multiplied by (X) .0003000 | |
| Class 3 | Gross Receipts over $20,000 Multiplied by (X) .0004200 | Gross Receipts over $20,000 Multiplied by (X) .0004200 | |
| Class 4 | Gross Receipts over $20,000 Multiplied by (X) .0005400 | Gross Receipts over $20,000 Multiplied by (X) .0005400 | |
| Class 5 | Gross Receipts over $20,000 Multiplied by (X) .0006600 | Gross Receipts over $20,000 Multiplied by (X) .0006600 | |
| Class 6 | Gross Receipts over $20,000 Multiplied by (X) .0001800 | Gross Receipts over $20,000 Multiplied by (X) .0001800 | |
| **Vendor License (1year)** | $ 100 | $ 130 | Fees increase is based upon increased operational cost. |
| **Filing Penalty for Late filing of Business License/Occupational Tax:** | | | |
| **Jan 20 through Feb 15** | 5% | 5% | |
| **Feb 16 - April 15** | 10% | 10% | |
| **April 16 - Oct 15** | 15% | 15% | |
| **Oct 16 - Jan 15** | 20% | 20% | |
| **More than one year** | 30% | 30% | |
| **COURTS** | | | |
| **Offense Description** | **Maximum Fine FY 2024** | **Maximum Fine FY 2025** | |
| LITTERING | $ 250 | $ 290 | Court Fines established by the State |
| BUSINESS W/OUT LICENSE | $ 250 | $ 500 | |
| OPERATING WITH A SUSPENDED BUSINESS LICENSE | $ 250 | $ 500 | |
| PENALTY FOR VIOLATION (NO BUSINESS LICEN | $ 1,000 | $ 500 | |
| UNLAWFUL OPERATION DECLARED A NUISANCE | $ 250 | $ 670 | |
| MINORS-PERMIT ALLOW TO VIOLATE CHAPTER12 | $ 665 | $ 670 | |
| COMMERCIAL SOLICITING AND SOLICITING RESIDENCE | $ 250 | $ 700 | |
| THEFT BY SHOPLIFTING | $ 665 | $ 670 | |
| IN PARK AFTER CLOSING | $ 182 | $ 200 | |
| ALCOHOLIC BEVERAGE DRINKING OR POSSESSION IN PARK | $ 300 | $ 300 | |
| GENERAL PARKING REGULATIONS | $ 1,000 | $ 1,000 | |
| COMMERCIAL VEHICLE PARKING VIOLATION | $ 250 | $ 700 | |
| FAILURE TO MEET REQUIREMENTS FOR EROSION, SEDIMENTATION AND POLLUTION | $ 1,000 | $ 1,000 | |
| INSPECTION AND ENFORCEMENT | $ 500 | $ 500 | |

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| OPERATING WITH AN EXPIRED ALCOHOL LICENSE | $ 250 | $ 250 | |
| EMPLOYEE REGULATIONS | $ 250 | $ 250 | |
| OPEN AREA AND PATIO SALES | $ 250 | $ 250 | |
| SALE BY/DRINK PERMIT ONLY BONAFIDE REST | $ 250 | $ 250 | |
| HOURS OF OPERATION FOR PACKAGE RETAILERS | $ 250 | $ 250 | |
| VISIBILITY | $ 250 | $ 250 | |
| MACHINES OPERATED FOR AMUSEMENT PURPOSES | $ 250 | $ 250 | |
| SELL ALCOHOL WITHOUT A LICENSE | $ 665 | $ 665 | |
| COAM AMUSEMENT PURP ON RETAIL PREMISES | $ 250 | $ 250 | |
| PERMITS | $ 250 | $ 700 | |
| PROPERTY MAINT/MOLD IN EXTERIOR 18-35(A) | $ 665 | $ 700 | |
| FENCES AND WALLS (PROPERTY MAINTENANCE) | $ 250 | $ 670 | |
| GRADING AND DRAINAGE | $ 250 | $ 250 | |
| GRASS, WEEDS & UNCULTIVATED VEGETATION | $ 250 | $ 250 | |
| OPEN AND OUTDOOR STORAGE | $ 250 | $ 250 | |
| ENCLOSURE FOR TRASH RECEPTACLES/DUMPTERS | $ 250 | $ 670 | |
| TEMPORARY TRASH RECEPTICLES W/O PERMIT | $ - | $ - | |
| SANITATION | $ 250 | $ 250 | |
| RODENT HARBORAGE | $ - | $ 500 | |
| SIDEWALKS AND DRIVEWAYS | $ 250 | $ 250 | |
| STAGNANT WATER PROHIBITED | $ 1,000 | $ 1,000 | |
| RETENTION PONDS TO BE FENCED | $ 250 | $ 250 | |
| TREES | $ - | $ 500 | |
| EXTERIOR SURFACE TREATMENT | $ 250 | $ 250 | |
| PREMISES IDENTIFICATION | $ 250 | $ 250 | |
| WINDOWS | $ - | $ 500 | |
| IPMC NO ELECTRICITY | $ 250 | $ 250 | |
| IPMC INADEQUATE DEFECTIVE ELECTRICAL SYSTEM | $ 250 | $ 250 | |
| OBSTRUCTION OF WALKS OR DRIVES | $ 250 | $ 250 | |
| RESIDENTIAL/COMMERCIAL DIST. EMIT ODORS, FUMES OR LOUD NOISES | $ 250 | $ 250 | |
| FIRE CODE VIOLATION | $ 153 | $ 155 | |
| NUISANCE - TOILET/SANTITARY | $ 665 | $ 670 | |
| CLEANLINESS OF SIDE WALKS | $ 250 | $ 250 | |
| ANIMAL WASTE IN COMMON AREAS | $ 250 | $ 250 | |
| ANIMAL CRUELTY | $ 250 | $ 250 | |
| DUMPING OF SCRAP TIRES PROHIBITED | $ 250 | $ 500 | |
| SMOKING IN VIOLATION OF CITY CLEAN INDOOR AIR ACT | $ - | $ 500 | |

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| RESPONSIBLE PERSONS CONSTRUED | $ 250 | $ 250 | |
| PUBLIC DISPLAY OF MERCHANDISE IS PROHIBITED | $ 250 | $ 250 | |
| HOURS OF OPERATION | $ 250 | $ 700 | |
| EVIDENCE OF STATE REGISTRATION REQUIRED | $ 250 | $ 250 | |
| EVIDENCE OF QUALIFICATION REQUIRED IF APPLICABLE | $ 250 | $ 250 | |
| DISPLAY OF LICENSE OR REGISTRATION REQUIRED | $ 500 | $ 500 | |
| OCCUPATIONAL TAX REQ | $ 500 | $ 500 | |
| LICENSE & FEE REQUIRED FOR COAM MACHINES | $ 250 | $ 250 | |
| REG FOR OPER OF COIN-OPER AMUSEMENT MACH | $ 250 | $ 250 | |
| FAIL TO PROVIDE CODE COMPLIANCE CERTIFICATE | $ 250 | $ 250 | |
| FAILURE PROVIDE CODE COMPLIANCE CERTIFIC | $ 250 | $ 250 | |
| OPEN CONTAINER | $ 148 | $ 155 | |
| LOITERING - GENERAL | $ 665 | $ 700 | |
| POSSESSION MARIJUANA <1 OZ | $ 75 | $ 670 | |
| NOISE/VIOLATION OF ANY SECT 10-20 | $ 148 | $ 155 | |
| OBSTRUCTION OF OFFICER | $ 665 | $ 700 | |
| DISCHARGING WEAPONS | $ 665 | $ 700 | |
| KNIVES-UNLAWFUL CARRY/POSSESS PUBLIC | $ 278 | $ 300 | |
| CRIMINAL TRESPASS BY MOTOR VEHICLE | $ - | $ 670 | |
| CRIMINAL TRESPASS | $ 665 | $ 670 | |
| CARRYING CONCEALED WEAPON | $ 665 | $ 700 | |
| FALSE ALARMS | $ 665 | $ 700 | |
| REFUSAL TO OBEY OFFICIAL REQUEST | $ 665 | $ 670 | |
| GIVING FALSE NAME ADDRESS BIRTH TO OFFICER | $ 665 | $ 700 | |
| PERMIT EXPIRATION | $ 250 | $ 250 | |
| CONTEMPT OF COURT | $ 200 | $ 200 | |
| TRACTOR-TRAILER PARKING | $ 665 | $ 700 | |

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| INOPERABLE VEHICLE | $ 250 | $ 670 | |
| PARKING INOPERABLE VEHICLE | $ 250 | $ 670 | |
| VEHICLE REPAIR AND MAINTENANCE WORK | $ 665 | $ 670 | |
| ILLEGAL PARKING | $ - | $ 150 | |
| PARKED IN TOW AWAY ZONE ON ROADWAY | $ 148 | $ 155 | |
| DISPOSAL OF REFUSE & GARBAGE (ILLEGAL DUMP) | $ 250 | $ 250 | |
| PREPARATION AND STORAGE OF RESIDENTIAL REFUSE FOR COLLECTION | $ - | $ 500 | |
| VIOLATION COMMERCIAL AND MULTIPLE DWELLING REFUSE COLLECTION | $ 665 | $ 670 | |
| LAND DISTURBANCE WITHOUT PERMIT | $ - | $ 500 | |
| PENALTIES AND INCENTIVES | $ 250 | $ 250 | |
| ILLEGAL ADULT ENTERTAINMENT | $ - | $ 250 | |
| EMPLOYEE REGULATON - ALCOHOL SERVE PERMIT | $ 250 | $ 250 | |
| ALLOWING CONSUMPTION OF ALCOHOL ON PREMISES OF NON-LICENSED ESTABLISHMENT | $ - | $ 500 | |
| FAILED TO SERVE TWO MEALS PER DAY | $ - | $ 250 | |
| ALLOWING PATRONS CONSUME ALCOHOL A/3:20 | $ 250 | $ 250 | |
| ALLOWING PATRONS TO REMAIN PAST 3:50 A.M. | $ 250 | $ 250 | |
| REQUIRE/PERMIT UNLAWFUL OPER. OF VEHICLE | $ 288 | $ 288 | |
| TAGS: MANUFACTURING OF PLATES/DECALS | $ 556 | $ 560 | |
| TAGS: ALTERATION/IMPROPER PLATES | $ 556 | $ 560 | |
| REMOVING/AFFIX TAG W/INTENT TO CONCEAL | $ 556 | $ 560 | |
| TAGS: NEW RESIDENT HAS 30 DAYS TO REGISTER VEHICLE | $ 153 | $ 155 | |
| FAILURE TO OBEY PERSON DIRECTING TRAFFIC | $ 288 | $ 290 | |
| UNAUTH MOTOR VEH ON ROADWAY | $ 288 | $ 155 | |
| OPERATING UNSAFE VEHICLE | $ 153 | $ 200 | |
| NO WORKING SPEEDOMETER | $ 87 | $ 155 | |
| MAINTENANCE OF BUILDINGS, STRUCTURES, ELECTRICITY, GAS, MECHANICAL & PLUMBING | $ 250 | $ 500 | |
| POOLS,TUBS,SPAS - SAFETY FENCE REQUIRED | $ 1,000 | $ 1,000 | |
| PROHIBITED USES - LANDFILLS & JUNKYARDS | $ 665 | $ 700 | |

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| FIRE LANE VIOLATION | $ 304 | $ 310 | |
| TRASH ON PREMISES | $ 250 | $ 250 | |
| ILLEGAL DUMPING OF DEBRIS | $ - | $ 250 | |
| ACCUMULATION | $ 250 | $ 250 | |
| | | | |
| VIOLATIONS AND PENALTIES (SMOKING PROHIBITED) | $ 50 | $ 50 | |
| CODE COMPLIANCE CERTIFICATE REQUIRED | $ 1,000 | $ 1,000 | |
| UNSAFE STRUCTURE | $ 250 | $ 500 | |
| UNSECURED STRUCTURE | $ 250 | $ 500 | |
| NO COAM LICENSE WITHIN 200 YARDS OF SCHOOL | $ 1,000 | $ 1,000 | |
| OPERATION OF COAM PROXIMITY TO CERTAIN USE OF PROPERTY | $ 1,000 | $ 1,000 | |
| DISORDERLY COND-VIOLENT TUMULT | $ 665 | $ 700 | |
| DISORDERLY COND-VIOL/TUMULT PROP OF PERS | $ 665 | $ 700 | |
| DISORDERLY COND-ENDANGER/INTERFERE W/LA | $ 665 | $ 700 | |
| DISORDER COND-JOSTLING/ROUGHLY CROWDING/ | $ 665 | $ 700 | |
| DISORDERLY COND-ASSEMBLE/FREQ PUB PLACE | $ 665 | $ 700 | |
| DISORDERLY COND-ATTEMPT TO FORCE COMPANY | $ 665 | $ 700 | |
| DISORDERLY COND- ANGER USING FIGHT WORDS | $ 665 | $ 700 | |
| DISORDERLY COND-AID ABET ENCOURAGE MINOR | $ 665 | $ 700 | |
| INTOXICATED PUB AREA/PLACE OF BUSINESS | $ 406 | $ 415 | |
| DRINK INTOX BEVERAGE IN AUTOMOBILE | $ 406 | $ 410 | |
| DRINK/POSSES INTOX BEV@PUBLIC PLACE/CTY | $ 665 | $ 700 | |
| BRING/CARRY INTOX BEVERAGE FIELD/STADIUM | $ 665 | $ 670 | |
| POSSESSION DRUG RELATED OBJECTS | $ 665 | $ 670 | |
| LOITERING FOR SEXUAL ACTS FOR HIRE | $ 665 | $ 700 | |
| LOITERING FOR DRUGS | $ 665 | $ 700 | |
| UNLAWFUL/PERMIT MINOR TO VIOLATE 12-25 | $ 665 | $ 670 | |
| KNIVES-AUTO 2" (SWITCHBLADE) | $ 406 | $ 415 | |
| KNIVES -2" OR MORE LOCKBACK | $ 406 | $ 415 | |
| KNIVES -3" OR MORE BUTCHER/KITCHEN/UTIL | $ 665 | $ 670 | |
| KNIVES-ICE PICK OR SIMILAR SHARP POINT | $ 665 | $ 670 | |
| FALSE REPORT/MISUSE 911 | $ 665 | $ 700 | |
| WASTE & DISPOSAL DUMPING | $ 250 | $ 700 | |
| RESTRAINT OF ANIMALS | $ 665 | $ 670 | |
| REMOVE EXCREMENT DEPOSITED BY ANIMAL | $ 148 | $ 155 | |
| PUBLIC INTOXICATION | $ 406 | | |
| TRUANCY | $ - | $ 300 | |
| PERMIT REQUIRED ON SIGNS | $ 250 | $ 670 | |
| SIGNS - ENFORCEMENT AND PENALTIES | $ 250 | $ 250 | |

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| PROHIBITED SIGNS | $ 250 | $ 250 | |
| TEMPORARY SIGNS | $ 250 | $ 250 | |
| BRIBERY | $ 665 | $ 670 | |
| SMOKING IN PUBLIC PLACES PROHIBITED | $ 250 | $ 250 | |
| POSSESSION OF OUNCE OR LESS OF MARIJUANA | $ 665 | $ 670 | |
| PROBATION CONTEMPT | $ 200 | $ 200 | |
| CRIMINAL TRESPASS | $ 665 | $ 670 | |
| LITTERING PUBLIC OR PRIVATE PROPERTY OR WATER | $ 288 | $ 290 | |
| MOTOR VEH RESTRICTION | $ 665 | $ 700 | |
| INOPERABLE VEHICLE - UNREGISTERED | $ 250 | $ 670 | |
| FAILURE TO REMOVE INOPERABLE VEHICLE | $ 250 | $ 670 | |
| PARKING VEHICLES ON GRASS OR IN YARDS | $ 250 | $ 250 | |
| MINIMUM REQUIREMENTS FOR EROSION, SEDIME | $ 250 | $ 250 | |
| | | | |
| APPLICATION REQUIREMENTS (APPL/PERM PROCEDURES) | $ 250 | $ 250 | |
| PREVENT NON-STORMWATER DISCHARGES | $ 250 | $ 250 | |
| PROHIBITION OF ILLICIT DISCHARGES | $ 250 | $ 250 | |
| INTERNATIONAL PROPERTY MAINTENANCE | $ 250 | $ 250 | |
| UNSAFE CONDITIONS | $ 250 | $ 250 | |
| TAGS: REGISTRATION AND LICENSE REQUIRED | $ 153 | $ 155 | |
| IMPROPER REGISTRATION/LICENSE OF DEALERS, DISTRIBUTORS, ETC | $ 288 | $ 290 | |
| DISPLAY OF LICENSE PLATES/OBSCURED TAG | $ 153 | $ 155 | |
| WRONG TAG ON VEHICLE | $ 288 | $ 290 | |
| OPERATING W/O REVALIDATION DECAL ON TAG | $ 153 | $ 160 | |
| NO TAG | $ 415 | $ 415 | |
| NO VALID COUNTY DECAL (1ST OFFENSE) | $ 50 | $ 75 | |
| DRIVING WHILE UNLICENSED (1ST OFFENSE) | $ 1,000 | $ 1,000 | |
| WRONG CLASS OF DRIVERS LICENSE | $ 355 | $ 400 | |
| OPERATING W/INSTRUCTION PERMITS, PROVISIONAL LICENSES AND TEMPORARY LICENSES | $ 222 | $ 230 | |
| FAILURE TO HAVE LICENSE ON PERSON | $ 40 | $ 40 | |
| VIOLATION OF LICENSE RESTRICTIONS | $ 355 | $ 400 | |
| EXPIRED DRIVER'S LICENSE | $ 94 | $ 100 | |
| LICENSE: 60 DAYS TO CHANGE NAME/ADDRESS | $ 56 | $ 75 | |
| REFUSE TO SURRENDER LICENSE | $ 153 | $ 155 | |

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| LICENSE: VIOLATION OF COND. OF PERMIT | $ 355 | $ 400 | |
| OPERATING MV W/OTHER LIC WHILE SUSP/REV | $ 1,000 | $ 1,000 | |
| NO INSURANCE (1ST OFFENSE) | $ 459 | $ 550 | |
| NOISE VIOLATION (LOUD MUSIC) | $ 121 | $ 130 | |
| VEHICLE REGISTRATION SUSPENDED | $ 690 | $ 700 | |
| IMPROPER PASSING OF EMERGENCY/TOWING/HWY VEHICLE | $ 300 | $ 300 | |
| BASIC RULES VIOLATION | $ 690 | $ 700 | |
| FAIL TO YIELD TO TRAFFIC CONTROL DEVICE | $ 153 | $ 155 | |
| LANE DIRECTION CONTROL SIGNALS | $ 153 | $ 155 | |
| DRIVING ON WRONG SIDE OF ROAD | $ 153 | $ 155 | |
| OVERTAKING & PASSING | $ 153 | $ 155 | |
| OVERTAKE AND PASS ON RIGHT | $ 153 | $ 155 | |
| PASSING W/IN 200 FT. OF ONCOMING TRAFFIC | $ 153 | $ 155 | |
| DRIVING LEFT OF CENTER OF ROAD | $ 153 | $ 155 | |
| PASSING IN NO-PASSING ZONE | $ 288 | $ 290 | |
| FAILURE TO MAINTAIN LANE | $ - | $ 160 | |
| FOLLOWING TOO CLOSELY | $ 153 | $ 155 | |
| DRIVING WITHIN THE EMERGENCY LANE | $ 153 | $ 155 | |
| FAIL TO YIELD WHEN ENTERING INTERSECTION | $ 153 | $ 155 | |
| FAIL TO YIELD WHILE TURNING LEFT | $ 153 | $ 155 | |
| FAILURE TO YIELD RIGHT OF WAY TO VEHICLE | $ 153 | $ 155 | |
| FAIL TO YIELD TO FUNERAL PROCESSION | $ 288 | $ 290 | |
| PEDESTRIAN TO OBEY TRAFFIC CONTROL DEVICE/OFFICER | $ 153 | $ 155 | |
| FAILURE TO YIELD RIGHT OF WAY AT CROSSWALK | $ 153 | $ 155 | |
| CROSSING AT OTHER THAN CROSSWALKS | $ 153 | $ 155 | |
| DRIVER MUST USE CARE TO AVOID PEDESTRIAN | $ 153 | $ 155 | |
| PED UNDER THE INFLUENCE ALCOHOL/DRUGS | $ 422 | $ 450 | |
| PEDESTRIAN MUST WALK ON ROADWAY/SIDEWALK | $ 153 | $ 155 | |
| PED. MUST NOT SOLICIT RIDE/EMP/BUSINESS | $ 153 | $ 155 | |
| OPERATION VEHICLE W/NITROUS OXIDE | $ 153 | $ 155 | |
| LIGHTED HEADLIGHTS/OTHER LIGHTS REQUIRED | $ 87 | $ 100 | |
| HEADLIGHT REQUIREMENTS | $ 87 | $ 100 | |
| TAIL LIGHTS/LENSES REQUIRED | $ 87 | $ 100 | |

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| NO BRAKE LIGHTS OR WORKING TURN SIGNALS | $ 87 | $ 100 | |
| NO OPERATING BRAKE LIGHTS/SIGNALS | $ 87 | $ 100 | |
| SPOTLIGHTS/FOGLIGHTS/AUXILIARY LIGHTS | $ 87 | $ 100 | |
| FAIL TO DIM HEADLIGHTS | $ 87 | $ 90 | |
| (SAE) STANDARDS - COLOR IN LIGHTING | $ 87 | $ 100 | |
| BRAKES REQUIRED | $ 87 | $ 90 | |
| BRAKE MAINTENANCE | $ 153 | $ 155 | |
| IMPROPER EXHAUST SYSTEM | $ - | $ 100 | |
| REAR VIEW OBSTRUCTION | $ 87 | $ 100 | |
| WINDSHIELD REQUIREMENTS | $ 153 | $ 160 | |
| TIRE REQUIREMENTS | $ 87 | $ 100 | |
| SAFETY RESTRAINT (6-18) | $ - | $ 50 | |
| UNDER 18 RIDE IN UNCOVERED BED OF PICKUP | $ 153 | $ 155 | |
| UNAUTHORIZED VEHICLE W/BLUELIGHTS | $ 690 | $ 700 | |
| UNAUTHORIZED VEH. WITH RED/AMBER LIGHTS | $ 101 | $ 155 | |
| ANIMALS AT LARGE | $ 665 | $ 670 | |
| TREE CUTTING PERMIT (PERMITS) | $ 665 | $ 670 | |
| DEFENCTIVE MECHANICAL EQUIPMENT | $ 1,000 | $ 1,000 | |
| MECHANICAL EQUIPMENT AND APPLIANCES | $ 1,000 | $ 1,000 | |
| | | | |
| DEFECTIVE ELECTRIAL CYSTYM INADEQUATE SERVICE | $ 1,000 | $ 1,000 | |
| NUISANCE - SMOKE | $ 665 | $ 670 | |
| NUISANCE - TRASH/GARBAGE | $ 250 | $ 250 | |
| BUSINESS AREA FREE FROM LITTER | $ 250 | $ 300 | |
| CONCEAL OBJECT RELATED TO DRUG ACTIVITY | $ - | $ - | |
| PUBLIC INDECENCY -EXPOSE SEX ORGANS | $ 665 | $ 700 | |
| PUBLIC INDECENCY-PARTIAL/COMPLETE NUDITY | $ 665 | $ 700 | |
| PUBLIC INDECENCY-ACT OF SEXUAL INTERCOURSE | $ 665 | $ 700 | |
| | | | |
| PUBLIC INDECENCY-URINATE/DEFECATE PUBLIC AREA | $ 665 | $ 700 | |
| LOITERING - TAKING FLIGHT | $ 665 | $ 700 | |
| ERECTING SIGN WITHOUT PERMIT | $ - | $ 500 | |
| FALSE STATEMENTS AND WRITINGS | $ 1,000 | $ 1,000 | |
| OBSTRUCTING LAW ENFORCEMENT OFFICERS | $ 665 | $ 700 | |

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| GIVING FALSE NAME/ADDRESS/DOB TO OFFICER | $ 665 | $ 700 | |
| FALSE REPORT OF A CRIME | $ 665 | $ 700 | |
| AFFRAY | $ 500 | $ 200 | |
| WEARING MASK, HOOD, DEVICE WHICH | $ 665 | $ 700 | |
| DISORDERLY CONDUCT | $ 665 | $ 700 | |
| PUBLIC DRUNKENNESS | $ 406 | $ 700 | |
| POSSESSION TOBACCO TO MINORS | $ 665 | $ 670 | |
| POSSESSION OF CONTROLLED SUBSTANCE/MARIJUANA | $ 665 | $ 670 | |
| POSSESSION OF DRUG RELATED OBJECTS | $ 665 | $ 670 | |
| POSSESSION OF ALCOHOL BY A MINOR | $ 406 | $ 415 | |
| FURNISH/SELL ALCOHOL TO PERSON UNDER 21 | $ 406 | $ 415 | |
| ATTEMPT TO PURCHASE ALCOHOL UNDER 21 | $ 406 | $ 415 | |
| VIOL DRIVING PRIVILEGE W/WO VALID LIC | $ 83 | $ 100 | |
| SIGNATURE ON CITATIONS | $ 690 | $ 690 | |
| EXPIRED OR NO LICENSE PLATES OR DECAL | $ 153 | $ 160 | |
| TAG DISPLAY | $ 153 | $ 100 | |
| EXPIRED TAG | $ 153 | $ 160 | |
| UNREGISTERED AUTO | $ 153 | $ 155 | |
| NEW RESIDENT HAS 30 DAYS TO OBTAIN TAG | $ - | $ 155 | |
| NONRESIDENT/VISITORS 90DAYS REGISTRATION | $ 56 | $ 75 | |
| LICENSE: UNLAWFUL USE OF LICENSE | $ 556 | $ 560 | |
| LICENSE: DRIVING WHILE LIC. SUSP/REVOKED (1ST OFFENSE) | $ 1,000 | $ 1,000 | |
| LICENSE: PERMIT UNLIC. PERSON TO DRIVE | $ 288 | $ 290 | |
| LICENSE: PERMIT UNAUTH. MINOR TO DRIVE | $ 277 | $ 280 | |
| LICENSE: POSSESSION OF FRAUDULENT LIC. | $ 556 | $ 560 | |
| LICENSE: DRIVING WHILE LIC. SUSP/REVOKED (2ND OFFENSE) | $ 1,290 | $ 1,300 | |
| LICENSE: DRIVING WHILE LICENSE SUSP/REVOKED (3RD OFFENSE) | $ 1,901 | $ 1,910 | |
| LICENSE: DRIVING WHILE LICENSE SUSP/REVOKED (4TH OFFENSE) | $ 2,512 | $ 2,520 | |
| LICENSE: DRIVING WHILE LICENSE SUSP/REVOKED (5TH OFFENSE) | $ 3,017 | $ 3,020 | |
| DRIVING WHILE UNLICENSED (2ND OFFENSE) | $ 1,327 | $ 1,330 | |

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| DRIVING WHILE UNLICENSED (3RD OFFENSE) | $ 1,956 | $ 1,960 | |
| DRIVING WHILE UNLICENSED (4TH OFFENSE) | $ 2,585 | $ 2,590 | |
| RESIDENT OVER 30 DAYS W/O GA. LICENSE | $ 87 | $ 100 | |
| POSSESSION OF MORE THAN 1 VALID LICENSE | $ 54 | $ 75 | |
| NO LICENSE ON PERSON | $ 40 | $ 40 | |
| LICENSE TO BE EXAMINED ON DEMAND | $ 422 | $ 430 | |
| RESTRICTED LICENSES | $ 355 | $ 400 | |
| SUSPENSION OF LICENSE/CONTROL SUBSTANCE | $ 1,000 | $ 1,000 | |
| NO PROOF OF INSURANCE | $ 42 | $ 550 | |
| NO INSURANCE (2ND OFFENSE) | $ 663 | $ 670 | |
| NO INSURANCE (3RD OFFENSE) | $ 1,031 | $ 1,035 | |
| IMPROPER LEFT OR RIGHT TURN | $ 153 | $ 155 | |
| IMPROPER U-TURN | $ 153 | $ 155 | |
| FAILURE TO SIGNAL LANE CHANGE OR TURN | $ 153 | $ 155 | |
| FAIL TO USE SIGNAL | $ 153 | $ 155 | |
| VIOLATION CENTRAL LANE FOR TURNING | $ 153 | $ 155 | |
| IMPROPER STOPPING | $ 56 | $ 75 | |
| FAIL TO STOP AT RAILROAD CROSSING | $ 153 | $ 155 | |
| FAILURE TO STOP AT STOP SIGN AT R-R XING | $ 153 | $ 155 | |
| DRIVING ON SIDEWALK | $ 288 | $ 290 | |
| DISREGARDING RAILROAD CROSSING BARRIER | $ 153 | $ 155 | |
| PASSING SCHOOL BUS - LOADING/UNLOADING | $ 556 | $ 1,000 | |
| TOO FAST FOR CONDITIONS | $ 153 | $ 155 | |
| SPEEDING | $ - | 90.00-155. | |
| IMPEDING THE FREE FLOW OF TRAFFIC | $ 153 | $ 160 | |
| RACING ON HIGHWAYS OR STREETS | $ 685 | $ 690 | |
| SPEEDING IN SCHOOL ZONE | $ - | 155.-623 | |
| IMPROPER PARKING | $ - | $ 155 | |
| UNATTENDED MOTOR VEHICLE | $ 153 | $ 155 | |
| STOPPING, STANDING OR PARKING PROHIBITED IN SPECIFIC PLACES | $ 153 | $ 155 | |
| OBSTRUCTING AN INTERSECTION | $ 153 | $ 155 | |
| PARKING IN FIRELANE | $ 153 | $ 310 | |

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| DISOBEYING RED ARROW | $ 153 | $ 155 | |
| HANDICAPPED PARKING VIOLATION | $ 153 | $ 250 | |
| IMPROPER BACKING | $ 153 | $ 155 | |
| DISTRACTED DRIVING RESTRICTION OF WIRELESS DEVICE | $ 50 | $ 170 | |
| OBSTRUCTING DRIVER VIEW | $ 153 | $ 155 | |
| OPENING DOORS TO MOVING TRAFFIC | $ 153 | $ 155 | |
| LITTERING | $ 288 | $ 290 | |
| UNLAWFUL USE OF WIRELESS DEVICE | $ 50 | $ 170 | |
| DEVICE WORN THAT IMPAIRS HEARING/VISION | $ 87 | $ 100 | |
| LAYING DRAG OR RECKLESS CONDUCT W/AUTO | $ 288 | $ 300 | |
| OPEN CONTAINER VIOLATION | $ 153 | $ 155 | |
| UNSECURE LOAD | $ 288 | $ 290 | |
| DRIVING ON HIGHWAY CLOSED TO PUBLIC | $ 153 | $ 155 | |
| FAIL TO STOP @ ACCIDENT HIT N RUN (1ST OFFENSE) | $ 422 | $ 500 | |
| DUTY STRIKING UNATTENDED VEH (HIT N RUN) | $ 690 | $ 700 | |
| STRIKING FIXED OBJECT | $ 422 | $ 425 | |
| FAIL TO REPORT ACCIDENT W/INJURY,PROP | $ 547 | $ 550 | |
| BICYCLES TO BE RIDDEN ON RIGHT SIDE | $ 153 | $ 155 | |
| EQUIPMENT REQUIREMENT FOR BICYCLES | $ 153 | $ 155 | |
| UNSAFE OPERATION OF MOTORCYCLE | $ 200 | $ 200 | |
| NO HELMET (MOTORCYCLE) | $ 153 | $ 100 | |
| MOTORCYCLE: MUST WEAR HELMETS | $ 153 | $ 155 | |
| MOTORCYCLE: PASSING IN SAME LANE AS VEHICLE | $ 153 | $ 290 | |
| MOTORCYCLE: OPERATING BETWEEN LANES | $ 153 | $ 155 | |
| MOTORCYCLE: MUST HAVE EYE PROTECTION | $ 153 | $ 155 | |
| OPERATOR AND PASSENGER MUST WEAR SHOES | $ 153 | $ 160 | |
| TRAFFIC LAW APPLICABLE PERSON OPERA MOPED | $ 153 | $ 160 | |
| LICENSE: MOPED OPERATORS NEED LICENSE | $ 153 | $ 155 | |
| OPERATOR OF MOPED MUST HAVE A HELMET | $ 153 | $ 155 | |
| RECKLESS DRIVING | $ 690 | $ 700 | |
| DUI (1ST OFFENSE) | $ 1,446 | $ 1,450 | |
| DUI-REFUSAL | $ 1,446 | $ 1,450 | |
| SERIOUS INJURY BY VEHICLE | $ 665 | $ 700 | |
| FLEEING/ATTEMPTING TO ELUDE POLICE (1ST) | $ 690 | $ 700 | |
| AGGRESSIVE DRIVING | $ 690 | $ 700 | |
| DUI (2ND OFFENSE) | $ 2,051 | $ 2,055 | |
| DUI (3RD OFFENSE) | $ 4,881 | $ 4,885 | |

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| DUI - UNDER AGE 21 .02% OR MORE | $ 1,077 | $ 1,080 | |
| DUI - ENDANGERMENT OF CHILD UNDER AGE 14 | $ 559 | $ 1,000 | |
| DRIVING ON WRONG SIDE OF THE ROADWAY | $ 153 | $ 155 | |
| PASSING ON SHOULDER OF ROADWAY | $ 153 | $ 155 | |
| PASSING ON A HILLCREST W/OBSTRUCTED VIEW | $ 406 | $ 410 | |
| FAILURE TO STOP AT STOP/YIELD SIGN | $ 153 | $ 155 | |
| FAIL TO YIELD RIGHT OF WAY AT YIELD SIGN | $ 153 | $ 155 | |
| FAILURE TO YIELD RIGHT OF WAY TO EMERGENCY VEHICLE | $ 355 | $ 400 | |
| PEDESTRIAN OBEDIENCE TO TRAFFIC CONTROL DEVICES AND TRAFFIC REGULATIONS | $ 153 | $ 155 | |
| FAIL TO YIELD TO PEDESTRIAN IN CROSSWALK | $ 153 | $ 155 | |
| PEDESTRIAN MUST NOT DART IN TRAFFIC | $ 153 | $ 200 | |
| IMPROPER USE OF A PRIVATE DRIVE | $ 153 | $ 155 | |
| PASSING A VEHICLE YIELDING TO PEDESTRIAN | $ 178 | $ 180 | |
| VISIBLE EMISSIONS FROM VEHICLE | $ 87 | $ 100 | |
| TAG LIGHT REQUIRED | $ 87 | $ 100 | |
| NO HORN / IMPROPER USE OF HORN | $ 87 | $ 100 | |
| WINDOW TINT VIOLATION | $ 153 | $ 160 | |
| WIPER REQUIREMENTS | $ 87 | $ 100 | |
| SEAT BELT VIOLATION (ADULTS) | $ 15 | $ 15 | |
| CHILD OR YOUTH RESTRAINT NOT USED PROPERLY | $ 50 | $ 50 | |
| CHILD OR YOUTH RESTRAINT NOT USED PROPERLY (2ND OFFENSE) | $ 100 | $ 100 | |
| DUI - ALCOHOL LESS SAFE | $ 1,446 | $ 1,450 | |
| DUI - DRUGS LESS SAFE | $ 1,069 | $ 1,070 | |
| DUI - ALCOHOL 0.08 GM OR MORE,21 OR OVER | $ 1,446 | $ 1,450 | |
| DUI - MARIJUANA OR CONTROLLED SUBSTANCE | $ 1,446 | $ 1,450 | |
| PASSING W/IN 100 FT. OF INTER. OR R.R. GRADE | $ 153 | $ 155 | |
| OPER. LIMOUSINE W/O CHAUFFEUR'S LICENSE | $ 300 | $ 300 | |
| SEAT BELT VIOLATION - MINOR (AGES 8 THROIUGH 17) | $ 25 | $ 25 | |

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| **PARKS/RECREATION DEPARTMENT** | | | |
| **POOL FEES** | | | |
| Children 1years old and younger | Free | Free | |
| Children ages 2 - 17 | Resident: $2.00 Non-Residents: $3.00 | Resident: $4.00 Non-Residents: $5.00 | |
| Adults Ages 18 - 59 | Resident: $3.00 Non-Residents: $5.00 | Resident: $5.00 Non-Residents: $7.00 | |
| Ages 60 and Over | Free | Free | |
| Pool Rentals (Two Hour) | Residents: $250 Non-Residents: $250 | Residents: $250 Non-Residents: $275 | Fees have not been adjusted in over several years. |
| **Milam Park Season Swim Pass** | | | |
| Individual (ages 2 - 13) | Resident: $30 Non-Resident: $60 | Resident: $30 Non-Resident: $60 | |
| Individual ($14 - 59) | Resident : $45 Non-Resident: $90 | Resident $45 Non-Resident $90 | |
| Household (5 Family members or less) | Resident: $125 Non-Resident: $ 250 | Resident: $125 Non-Resident: $ 250 | |
| Household (5 Family members or more) | Resident: $125 Non-Resident: $ 250 | Resident: $125 Non-Resident: $ 250 | |
| | $10 per Add'l Member $20 per Add'l Member | $10 per Add'l Member $20 per Add'l Member | |
| **PAVILION RENTAL FEES** | | | |
| Pavilion 1 (6 Tables/Restrooms) 60 Persons | Residents: Rental Fee:$125 Deposit $50 | Residents: Rental Fee $175 Deposit $50 | |
| | Non-Residents: Rental Fee: $175 Deposit: $75 | Non-Residents: Rental Fee: $200 Deposit: $75 | |
| Pavilion 2 (10 Tables) 100 Persons | Residents: Rental Fee: $150 Deposit $50 | Residents: Rental Fee $175 Deposit $50 | |
| | Non-Residents: Rental Fee: $225 Deposit: $75 | Non-Residents: Rental Fee: $250 Deposit: $75 | |
| Pavilion 3 (2 Tables) 20 Persons | Residents: Rental Fee: $50 Deposit $50 | Residents: Rental Fee: $75 Deposit $50 | |
| | Non-Residents: Rental Fee: $75 Deposit: $75 | Non-Residents: Rental Fee: $100 Deposit: $75 | |
| Pavilion 4 (6 Tables) 60 Persons | Residents: Rental Fee: $100 Deposit $50 | Residents: Rental Fee: $125 Deposit $50 | |
| | Non-Residents: Rental Fee: $150 Deposit: $75 | Non-Residents: Rental Fee: $175 Deposit: $75 | |
| Pavilion 5 (2 Tables) 20 Persons | Residents: Rental Fee: $50 Deposit $50 | Residents: Rental Fee: $75 Deposit $50 | |
| | Non-Residents: Rental Fee: $75 Deposit: $75 | Non-Residents: Rental Fee: $100 Deposit: $75 | |
| Pavilion 6 (4 Tables) 40 Persons | Residents: Rental Fee: $75 Deposit $50 | Residents: Rental Fee: $100 Deposit $50 | |
| | Non-Residents: Rental Fee: $125 Deposit: $75 | Non-Residents: Rental Fee: $150 Deposit: $75 | Fees have not been adjusted in over 10 years. |
| **WOMAN'S CLUB FEES** | | | |
| Woman's Club Flat Rate Fee (3) Hours | $ 200 | $ 260 | Increased operating cost. New On-line system. |
| Non-Profit Organization Discount Flat Rate Fee (3) Hours | $ - | $ 100 | Increased operating cost. New On-line system. |
| Woman's Club Deposit | $ 150 | $ 195 | Increase deposit to cover damage and/or clean up cost. |
| Woman's Club Each Additional Hour | $ 35 | $ 45 | |
| **SPORT PROGRAMS (REGISTRATION FEE)** | | | |
| Soccer | N/A | Residents: $50 Non-Residents: $60 | New Programs |
| Baseball (T-Ball) | N/A | Residents $50 Non-Residents: $60 | |
| Youth Basketball | N/A | Residents:$ 65 Non-Residents: $75 | |
| Youth Basketball - Cheerleading | N/A | Residents: $75 Non-Residents: $85 | |
| Flag Football | N/A | Residents: $50 Non-Residents: $60 | |

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| **PLANNING AND DEVELOPMENT DEPARTMENT** | | | |
| **BUILDING PERMIT FEES** | | | |
| **Calculating Building Valuation:** (*New Construction - Valuations for uses listed in the ICC Building Valuation Data Construction Cost Table (Use latest published edition* ). | (New Construction - Valuations for uses listed in the ICC Building Valuation Data Construction Cost Table (Use latest published edition). | (New Construction - Valuations for uses listed in the ICC Building Valuation Data Construction Cost Table (Use latest published edition). | |
| **Interior Construction:** | Building Valuation Data Construction Cost Table (Use latest | Building Valuation Data Construction Cost Table (Use latest | |
| ***PLAN REVIEW FEES*** (*Plan review fees are non-refundable and due at the time of application .*) | | | |
| Single-Family Residential | < 1 acre $250 1<2 acres $350 2<4 acres $450 4 or > acres $600 | < 1 acre $250 1<2 acres $350 2<4 acres $450 4 or > acres $600 PLUS 25% of Permit Fee ($100 Minimum) | |
| Commercial | < 1 acre $650, 1 or > is $650 + $50 per additional 0.5 acre . | < 1 acre $650, 1 or > is $650 + $50 per additional 0.5 acre PLUS 25% of Permit Fee . | Fees are being adjusted to be consist with the industry |
| PUD/Residential Multifamily | < 5 acres, $450 + $10 per unit; 5 and > acres, $450 + 5 per unit | < 5 acres, $450 + $10 per unit; 5 and > acres, $450 + 5 per unit PLUS 25% of Permit Fee. | |
| | | | |
| All other uses | $ - | Additional 50% of permit fee ($200 minimum) | |
| Each additional review (all types) | $ 200 | $ 200 | |
| Pool review | $ 25 | $ 25 | |
| **PERMIT FEES (Minimum Permit Fee is $150)** | | | |
| Residential | $100 minimum (Additional 25% of permit) whichever is greater | $ - | We reference and charged an additional 25% for plan reviews. Reference Valuation Fees. |
| Commercial | $200 minimum (Additional 25% of permit) whichever is greater | $ - | |
| ***TOTAL VALUATION FEE*** | | | |
| $1 to $25,000 All project valuations | $14 for each $1,000, or fraction thereof to and including $25,000 | $14 for each $1,000, or fraction thereof to and including $25,000 | |
| $25,001 to $50,000 | $350 for the first $25.000 plus $10 for each additional $1.000 or fraction thereof to and including $50,000 | $350 for the first $25.000 plus $10 for each additional $1.000 or fraction thereof to and including $50,000 | |
| $50,001 to $100,000 | $600 for the first $50,000 plus $7.00 for each additional $1.000 or fraction thereof to and including $100,000 | $600 for the first $50,000 plus $7.00 for each additional $1.000 or fraction thereof to and including $100,000 | |
| $100,000 to $500,000 | $950.00 for the first $100,000 plus $6.00 for each additional $1,000, or fraction thereof to and including $500,000 | $950.00 for the first $100,000 plus $6.00 for each additional $1,000, or fraction thereof to and including $500,000 | |
| $500,000 to $1,000,000 | $3,350 for the first $500,000 plus $5.00 for each additional $1,000, or fraction thereof to and including $1,000,000 | $3,350 for the first $500,000 plus $5.00 for each additional $1,000, or fraction thereof to and including $1,000,000 | |

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| $1,000,000 and up | $5,850 for the first $1,000.000 plus $3.00 for each additional $1,000 or fraction thereof | $5,850 for the first $1,000.000 plus $3.00 for each additional $1,000 or fraction thereof | |
| **CERTIFICATE OF OCCUPANCY OR COMPLETION (C/O OR C/C)** | | | |
| New commercial building | $ 100 | $ 100 | |
| New single family detached, condo, townhome | $ 50 | $ 50 | |
| Renovation of interior commercial space or residential addition or accessory structure | $ - | $ 25 | |
| Certificate of Appropriateness | $ 100 | $ 100 | |
| **TRADE PERMITS (Mechanical, Electrical, Plumbing)** | | | |
| Flat fee | $ 75 | $ 80 | |
| Temporary Power Letter | $ 50 | $ 50 | |
| **SIGNS** | | | |
| Wall mounted | 10% of the total value of the sign with the maximum fee set at $500.00 | Minimum $200 with the maximum fee of $500, based on the size of building or Master Sign Plan (MSP) | |
| Free standing | 10% of the total value of the sign with the maximum fee set at $500.00 | Minimum fee of $500.00 or 10% of the total value of sign, whichever is greater or MSP | |
| Temporary Signs | $75 up to six weeks | Minimum fee of $500.00 or 10% of the total value of sign, whichever is greater on MSP | |
| Replacement face | Minimum $200 with the maximum fee of $500, based on the size of building of Master Sign Plan (MSP) | Minimum $100 with the maximum fee of $250, based on the size of building or Master Sign Plan (MSP) | Fees are being adjusted to be consist with the industry |
| **STAND-ALONE DEMOLITION (Not Part of Building Permit)** | | | |
| Interior (building or tenant space) | $ 100 | $ 100 | |
| Single family residential house | $ 150 | $ 150 | |
| Commercial building | $ 200 | $ 200 | |
| **PERMIT EXTENSIONS** | | | |
| First Extension (per 3 months) | $ 50 | $ 50 | |
| Subsequent Extension (Per 3 months) | $ 100 | $ 100 | |
| **RE-INSPECTION FEE** | | | |
| First 2 failed Inspections | $ - | $50 each | Fees are being adjusted to be consist with the industry |
| 3 or more inspections | $ - | $100 each | |
| **TRANSFER OF PERMIT/CHANGE OF CONTRACTOR** | $200 | $200 | |
| **TELECOMMUNICATIONS TOWER/SMALL CELL TECHNOLOGY** | N/A | $500 | |
| Upgrades | $ - | $250 | |

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| **FENCE PERMIT** | | | |
| Residential | $ - | $ 50 | |
| Commercial | $ - | $ 75 | |
| **TENT PERMIT** | $ - | $ 50 | |
| **STRUCTURE MOVE** | $ - | $ 200 | |
| **SIDING REPLACEMENT** | $ - | $ 100 | |
| **ROOF** | | | |
| Residential | $ 100 | $ 100 | |
| Commercial | $ 200 | $ 250 | |
| **INSPECTIONS OUTSIDE OF NORMAL BUSINESS HOURS (Minimum 2 Hours)** | | | |
| Rate per hour (minimum of 2 hours) | $ 75 ($150 Minimum) | $ 75 ($150 Minimum) | |
| **REPLACEMENT OF PERMITS, CO'S, ETC.** | $ 25 | $ 25 | |
| Copy of Zoning Map/FLUM | $.025 for letter size/.050 for legal size/ $5 for 11X17/ $25 for > sizes | $.025 for letter size/.050 for legal size/ $5 for 11X17/ $25 for > sizes | |
| Copy of Zoning Ordinance | $.025 for letter size/.050 for legal size/ $5 for 11X17 | $.025 for letter size/.050 for legal size/ $5 for 11X17 | |
| **Minor Plan Revision Reviews - Review on changes to plans after approval** | | | |
| Rate per hour (minimum of 2 hours) | $ - | $ 100 | |
| **FEE FOR WORK DONE WITHIOUT A PERMIT** | 200% of the original permit fee | 200% of the original permit fee | |
| **TEMPORARY CONSTRUCTION TRAILER (Not Including Electric)** | $ 100 | $ 100 | |
| **PRELIMINARY/CODE COMPLIANANCE/SAFETY INSPECTIONS** | $ 100 | $ 100 | |
| **TREE REMOVAL PERMIT** | | | |
| Type 1 Tree Removal Permit (< 12 dia) | $ 75 | $ 75 | |
| Type 2 Tree Removal Permit (> 12 dia <36) | $ 50 | $ 50 | |
| Type 3 Tree Removal Permit (36 dia or > and (Specimen) | $ 150 | $ 150 | |
| **TREE RECOMPENSE** | | | |
| Tree Recompense Fee (per DBH inch to be replaced) | $ 250 | $ 250 | |
| Specimen Tree Recompense Fee (per DBH inch to be replaced) | $ - | $ 600 | |
| **LANDSCAPE PLAN REVIEW** | | | |
| (All types) | < 2 acres $100 >2 acres $200 | $ 300 | |
| **TEMPORARY OUTDOOR SALES PERMIT** | $ 5 | $ 100 | |
| **CONSTRUCTION PERMIT - INSPECTIONS** | | | |
| 50%-80%-100% Any Construction without deficiencies | $ 78 | $ 80 | |

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| | | | |
| 1st Re-inspection (Min of 2 hrs) | $ 150 | $ 150 | |
| 2nd and each additional inspections | $ 200 | $ 200 | |
| **PLANNING AND ZONING FEES** | | | |
| **ZONING VERIFICATION LETTER FEES** | | | |
| Single Family Residential Zoning Verification Letter | $ 40 | $ 50 | |
| All Other Uses for Zoning Verification Letter | $ - | $ 100 | |
| **PLAT FEES** | | | |
| Single Family Detached Residential {1 lot) | $0 | $ 500 | |
| Subdivision - Original | $ 300 | $ 1,300 | |
| All Others | $ 250 | $ 500 | |
| | | | |
| **DEVELOPMENT PLAN REVIEW** | | | |
| ***LAND DISTRUBANCE PLAN (LDP) REVIEW*** | | | |
| Single Family Detached Residential (1 Lot) - Land Disturbance Only (no building) | 1 acre $300 1< 2 acres $400 2 <4 acres $500 4 or > $600 | $ 250 | |
| **All Other Uses** | | | |
| Minor Land Disturbing Activity | $75 ($500.00 on 4th Submittal) | $75 ($500.00 on 4th Submittal) | |
| with < 50,000 SF of Building | $500 ($1,500.00 on 4th Submittal) | $2,500 ($1,500.00 on 4th Submittal) | |
| with 50,000 SF of Building | $500 ($2,500.00 on 4th Submittal) | $3,500 ($2,500.00 on 4th Submittal) | |
| **DEMOLITION & SITE CLEANING ONLY (EXCLUDES BUILDING)** | | | |
| < 5 acres of Land Disturbance | $75 ($500.00 on 4th Submittal) | $775 ($500.00 on 4th Submittal) | |
| 5 acres of Land Disturbance | $500 ( $775 on 4th Submittal) | $1500 ($775 on 4th Submittal) | |
| CITY E&SC PERMIT FEE | $40/acre | $40/acre | |
| GA EPD E&SC PERMIT FEE | $40/acre | $40/acre | |
| Paving Development / Resurfacing | 1 acre $500 per additional half acre or fraction thereof | | |
| **Bonds** | | | |
| E&SC Maintenance | Cash bond up to $3,000 per acre or fraction thereof | Cash bond up to $3,000 per acre or fraction thereof | |
| Performance | Not less than 110% of the estimated construction cost of improvements | Not less than 110% of the estimated construction cost of improvements | |
| ***STRUCTURAL SITE PLAN REVIEW*** | | | |
| Stand-Alone Detention Pond Walls/Vaults | | $350 ($250.00 on 4th Submittal) | |
| Stand-Alone Retaining Walls | | $350 ($250.00 on 4th Submittal) | |
| **REVISION TO AN APPROVED LDP** | Fee provided by Consultant | 50% of Original Fee (25% of Original Fee) on 4th Submittal | |
| **Zoning Reviews** | | | |

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| *Administrative Variance* | | | |
| Single Family Detached Residential Application **(1** Lot) | $ 150 | $ 250 | |
| Each Additional Administrative Variance Submitted Under One Application | $ - | $ 25 | |
| All Other Uses | $ - | $ 500 | |
| Each Additional Administrative Variance Submitted Under One Application | $ - | $ 50 | |
| ***Variance - Other than Administrative Zoning Reviews*** | | | |
| Single Family Detached Residential Application (1 Lot) | $ 500 | $ 500 | |
| Each Additional Variance Submitted Under One Application | $ - | $ 25 | |
| All Other Uses | $ - | $ 1,300 | |
| Each Additional Variance Submitted Under One Application | $ 500 | $ 500 | |
| **Conditional Land Use Permit** | $ 500 | $ 500 | |
| **PLANNED UNIT DEVELOPMENT** | | | |
| Initial Review - Residential | < 5 acres $450 + $10 per unit 5 or > acres $450 + 5 per unit | < 5 acres $450 + $10 per unit 5 or > acres $450 + 5 per unit | |
| All Other Uses | 1 acre $650.00 > or = 1 acre $650 + $50 per additional .05 acre | 1 acre $650.00 > or = 1 acre $650 + $50 per additional .05 acre | |
| Each Additional Review (all types) | $ 200 | $ 200 | |
| ***DEVELOPMENT OF COMMUNITY IMPACT*** | | | |
| Concurrent with Rezoning or Future Development Map | $ 500 | $ 500 | |
| Not Concurrent with Rezoning or Future Development Map Application | $ 500 | $ 1,600 | |
| Each Concurrent Variance | $ 100 | $ 100 | |
| Minor Modification | $ 500 | $ 775 | |
| Major Modification | $ 500 | original fee | |
| ***REZONING (ZONING MAP AMENDMENT)*** | | | |
| All uses | < 10 Acres $750.00 10 or > Acres $1,250.00 | $2,000 | |
| Each Concurrent Variance Request | $- | $100 | |
| Minor Modification | $500 | $775 | |
| Major Modification | $ 500 | original fee | |
| ***STREET NAME CHANGE*** | | | |
| All Applications | $ 500 | $ 500 | |
| ***ADVERTISING SIGN FEE (Per Sign)*** | | | |
| All Zoning Applications that Require Public Hearing Signage | $ - | $ 125 | |
| Additional fee due for each concurrent application | $ - | $ 50 | |

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| ***FILM PERMIT FEES*** | | | |
| Application Fee (non-refundable) | $ 500 | $ 500 | |
| Cancellation | $ 250 | $ 250 | |
| Parking (per day and per location: For parking services only for base camp, crew, or trucks) | $ 150 | $ 150 | |
| Film Permit (per day) | $ 250 | $ 250 | |
| Clarkston Police (per officer and per hour) | $ 75 | $ 75 | |
| Street Closure (per day) | $ 1,000 | $ 1,000 | |
| City Park Rental (per day and per location) | $ 500 | $ 500 | |
| Fire Marshal Fee (per location and per basecamp) | $ 100 | $ 100 | |
| Community Building - (per day) | $ 500 | $ 500 | |
| Rush Fee (application submitted in full of less than 5 business days notice) | $ 300 | $ 300 | |
| Fee for filming done without a permit | 200% of the original permit fee | 200% of the original permit fee | |
| ***Special Event Permit*** | | | |
| Food Truck/Parade/Run/ etc. | $ 150 | $ 200 | |
| **POLICE DEPARTMENT** | | | |
| **PUBLIC SERVICE FEES** | | | |
| Incident/Accident Reports | $ 5 | $ 5 | |
| Record Restrictions | $ 25 | $ 25 | |
| Background Checks | $ 15 | $ 20 | |
| Alcohol Permit | $ 65 | $ 75 | |
| Adult Entertainer | $ 315 | $ 320 | |
| Fingerprint | $ - | $ 20 | |
| | | | |
| **PUBLIC WORKS** | | | |
| Equipment Rental Fees | | | |
| Tents | $ 30 | $ 30 | |
| Tables | $ 10 | $ 10 | |
| Chairs | $ 5 | $ 5 | |
| Barricades | $ 20 | $ 20 | |
| Traffic Barrels Each | $ 10 | $ 10 | |
| Traffic Cones Each | $ 5 | $ 5 | |
| Special Bulk Item Fees | | | |
| Refrigerators | $ 75 | $ 75 | |
| Stoves | $ 55 | $ 75 | |
| Water Heaters | $ 50 | $ 55 | |
| Dishwashers | $ 55 | $ 50 | |
| Washing Machines | $ 55 | $ 55 | |
| Dryers | $ 55 | $ 55 | |

**City of Clarkston**
**Proposed Fee Schedule**
**FY 2025**

| City of Clarkston | FY 2024 FEE | Proposed FY 2025 FEE | JUSTIFICATION |
|---|---|---|---|
| Furniture ( Cost per Item) | | $ 55 | |
| Sofa/Sofa Bed | $ 55 | $ 55 | |
| Bed Frames | $ 40 | $ 40 | |
| Chairs (Kitchen,Desk,Office) | $ 25 | $ 25 | |
| Couch, Dresser, Chests, Etc. | $ 50 | $ 50 | |
| Tables (Kitchen, Coffee, End) | $ 45 | $ 45 | |
| Mattress/Box Spring - Twin) | $ 60 | $ 60 | |
| Mattress/Box Spring - Full/Twin) | $ 75 | $ 75 | |
| Mattress/Box Spring - King | $ 100 | $ 100 | |
| Miscellaneous Boxes or items | $ 20 | $ 20 | |
| Large Volume Pick-up | Fee is based upon the volume. City must come out to assess. | Fee is based upon the volume. City must come out to assess. | |
| Bagged Yard Disposal | $1.00 per Bag after the 1st five (5) Bags | $1.00 per Bag after the 1st five (5) Bags | |

CITY OF CLARKSTON
where possibilities grow

**CITY OF CLARKSTON**

ITEM NO: 7A

**WORK SESSION/ CITY COUNCIL MEETING**

HEARING TYPE: Council Meeting

**AGENDA ITEM SUMMARY SHEET**

ACTION TYPE: Approval

**MEETING DATE: NOVEMBER 7, 2024**

**SUBJECT**: To consider approval of vendor Southern Demolition LLC for the demolition of the two-story house at Forty Oaks Nature Preserve.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒YES ☐NO
Pages:

INFORMATION CONTACT: Willis Moody
Purchasing Consultant
PHONE NUMBER: 470-952-1824

**PURPOSE:** After council and resident discussion during the July 30, 2024, Workshop Session and August 8, 2024, Regular Session. The voted direction of Mayor and Council during the August 8, 2024, Regular Session for this item was to table until the September 24, 2024, Work Session meeting, to be voted on during the October 1, 2024, Regular Session meeting.

During the October 1, 2024, Regular Session meeting this item was tabled until the October 29, 2024, Work Session meeting to this provides proponents additional time for to keep the structure time to develop a plan on ways to keep and maintain the structure. If no plan was developed or (outside) funding located, a vote would be taken.

This is the final meeting this item can be tabled, because all bid proposals must be accepted or within 120 days from the date of the bid opening of July 9, 2024, even though Southern Demolition LLC will hold this cost until November 12, 2024.

**NEED/ IMPACT**: Demolishing the unoccupied (house) structure would be impactful for the safety of the community by keeping squatters from occupying the property.

**RECOMMENDATION**: Staff recommends vendor Southern Demolition LLC for approval as the most responsive and responsible Offeror. The award amount of $39,750.00 for this project should be paid from the SPLOST II Fund.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AWARDING A CONTRACT TO SOUTHERN DEMOLITION, LLC FOR THE DEMOLITION OF THE TWO-STORY HOUSE AT FORTY OAKS NATURE PRESERVE.

* * * * *

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

Section 1. That the City Council award a contract to Southern Demolition, LLC for the demolition of the two-story house at Forty Oaks Nature Preserve in the amount of $39,750, to be funded out of the 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 _____ 2024.

_____
Beverly H. Burks, Mayor

ATTEST:

_____
Tomika R. Mitchell, City Clerk

EXHIBIT A

**STATE OF GEORGIA**
**COUNTY OF DEKALB**

## CONSTRUCTION CONTRACT for DEMOLITION SERVICE(s)

This Construction Contract ("Agreement") made and entered into this ____day of _____, 20____, for the **HOUSE DEMOLITION** ("Project") between the **CITY OF CLARKSTON** ("City"), and **SOUTHERN DEOMLITION, LLC**, ("Contractor").

**WITNESSETH:**

**WHEREAS**, the City issued bid solicitation ITB – HOUSE DEMOLITION – 070924 ("ITB") seeking proposals from qualified contractors to conduct the demolition of a certain residential dwelling located at Forty Oaks Nature Preserve at 3790 Market Street | Clarkston, GA | 30021 ("Property");

**WHEREAS,** the Contractor is engaged in the business of providing the necessary materials and labor complete the Work and submitted a proposal responsive the ITB;

**WHEREAS,** the Mayor and City Council awarded the bid to the Contractor on _____, 20___; and

**WHEREAS**, the City desires to engage Contractor, and Contractor agrees to render certain technical advice and services to the City pursuant to the terms and conditions set forth below.

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

1. **SERVICES:** Contractor agrees to perform the Work required, implied, or reasonably inferable from this Agreement. The term "Work" shall mean the services required in Exhibit A, which is attached hereto and incorporated herein, including, but not limited to furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Agreement. If any services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. This Agreement hereby incorporates the ITB and Contractor's response thereto. In the event of any conflict between the terms of Exhibit A, the ITB, or Contractor's Response to the ITB and this Agreement, the terms of this Agreement shall control.

2. **COMPENSATION:** In consideration for the Work, City shall pay to Contractor a fee not to exceed the cost described in Contractor's bid proposal, which is attached hereto as Exhibit B and incorporated by reference herein, within thirty (30) days the issuance of a

Certificate of Substantial Completion. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

3. **TERM:** Unless otherwise terminated pursuant to the provisions herein, this Agreement shall commence on the date all parties have executed this Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the City at the close of the calendar year in which it was executed.

4. **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 forty-five (45) calendar days from the date in the Notice of Proceed (NTP). Normal workdays shall be between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, 8:00 a.m. and 5:00 p.m. on Saturdays, not Sundays, or major holidays. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. When the Contractor believes that the Work is substantially complete, the Contractor shall notify the City that the Work is ready for final inspection. The City shall perform a final inspection and provide the Contractor either (1) a list of items to be completed or corrected by the Contractor, or (2) a Certificate of Substantial Completion. The Work shall be considered substantially complete when all services required by this Agreement have been completed, inspected, and accepted by the City.

5. **RELATIONSHIP OF THE PARTIES**

   a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Work under this Agreement.

   b. Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

   c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to the Contractor under this

Agreement. The Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Work for the City.

6. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its Work and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid proposal documents and conform to all specifications; (iii) performed by personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

7. **TERMINATION FOR DEFAULT:**

   a. The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.

   b. In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

   c. Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs

for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

d. If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.

e. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8. **TERMINATION FOR CONVENIENCE:** The City may at any time by written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

9. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

10. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the "City Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney's fees and costs), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with this Agreement. Contractor expressly understands and agrees

that any bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City Indemnitees as provided herein. To the fullest extent per law, Contractor, its sureties, and its insurers waive any right of subrogation against the City Indemnitees. These obligations shall survive termination.

11. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements (Exhibit C) and hereby incorporated into this Agreement.

12. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS**

    a. Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.

    b. Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Work required by this Agreement.

    c. Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Work to be provided by Contractor hereunder or which in any manner affect this Agreement.

13. **PERMITS:** Contractor shall obtain and pay for all permits, inspections, taxes, fees, and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law, ordinance, or regulation pertaining to the Work. The Contractor shall secure a demolition permit from the City's Community Development Department. The Contractor shall be charged for a permit and must comply with all other permit requirements including but not limited to submission of a site map, three sets of a site plan, vermin abatement certification, Residential Erosion Control/Tree Plan Protection Agreement, Hours of Construction Agreement and a current business license.

14. **SUPERVISION OF WORK:** Contractor shall be solely responsible for and shall supervise and direct all Work under this Agreement. Contractor shall provide competent and suitable personnel to perform the Work and shall at all times maintain good discipline and order at the Property. Contractor will at all times take all reasonable precautions for the safety of its employees and the public at the Property. Contractor agrees to assume full responsibility for the acts, negligence, and/or omissions of its employees and any

subcontractors and their employees.

15. **HAZARDOUS WASTE:** If a hazardous substance or waste is suspected or encountered, Contractor will stop its own work in the affected portions of the Property to permit evaluation and testing and notify the City. The City recognizes that the Contractor assumes no risk or liability for hazardous waste on the Property originated by other than the Contractor unless contamination from such waste results from the negligence or breach of this Agreement by the Contractor. Notwithstanding anything to the contrary herein, the City is not responsible for hazardous substances, materials, or conditions introduced to the site by the Contractor, its employees, agents, subcontractors, or anyone for whose acts it may be liable. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and the City's elected officials, officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses (including attorneys' fees and expenses and any penalties or fees charged by any governmental entity, including but not limited to clean-up fees) arising out of or resulting from those hazardous substances, materials, or conditions introduced to the site by the Contractor, its employees, agents, subcontractors, or anyone for whose acts it may be liable.

16. **INSPECTION AND RIGHT TO STOP WORK:** The City shall have the right to inspect the Work at any time and request that Contractor promptly correct any Work that is defective or does not conform to the Contract Documents. If required, the Work shall be inspected and certified by the appropriate state or local agency or health officer at each necessary stage. If Contractor fails to correct any defective Work or repeatedly fails to perform the Work in accordance with the Contract Documents, the City shall have the right to order Contractor to stop performing the Work, or any portion thereof, until the cause for such order is eliminated.

17. **CHANGE ORDERS:** The City reserves the right to order changes to the Work in the nature of additions, deletions or modifications, without invalidating this Agreement, and agrees to make corresponding adjustments in the contract price and time of termination if applicable. All changes will be authorized in a written "Change Order" signed by the City and Contractor, which shall be incorporated by reference herein.

18. **OTHER CONTRACTORS:** The City reserves the right to enter into other contracts in connection with the Work. The Contractor shall cooperate with all other contractors so that their work shall not be impeded and shall give them access to the Property as necessary to perform their contracts.

19. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** 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 D, attached hereto and incorporated herein.

20. **THE CITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

21. **WORK ON THE CITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

22. **CONFLICTS OF INTEREST:** Contractor warrants and represents that:

    a. The Work to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing.

    b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

    c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of the Work hereunder.

23. **CONFIDENTIAL INFORMATION:** Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to

any confidential information of the other party to third parties. These obligations shall survive termination.

24. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all the Contractor's obligations under the warranty provisions of this Agreement.

25. **ATTORNEYS' FEES:** Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

26. **GOVERNING LAW AND CONSENT TO JURISDICTION:** This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

27. **NOTICES:** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hard, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

City Manager
City of Clarkson
1055 Rowland Street
Clarkston, Georgia 30021

With copies to:

City Attorney
Wilson, Morton & Downs
125 Clairemont Ave, Ste 420
Decatur, GA 30030

If to the Contractor:

Southern Demolition LLC
2035 Bolton Rd NW
Atlanta, GA 30318

28. **NON-WAIVER:** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.

29. **SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

30. **INTERPRETATION:** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

31. **AMENDMENTS:** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.

32. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

33. **ENTIRE AGREEMENT:** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

34. **CAPTIONS:** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

35. **CALCULATION OF TIME PERIODS:** Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

**IN WITNESS WHEREOF,** said parties have hereunto set their seals and caused this Agreement to be executed and delivered by their duly authorized representatives the day and year written below.

Executed on behalf of:

CITY OF CLARKSTON, GEORGIA

BY: _____

TITLE: Beverly H. Burks, Mayor

ATTEST (sign here): _____

Name (print): DATE: _____

Approved as to form: _____

Stephen Quinn

Stephen G. Quinn

City Attorney

**[SIGNATURES CONTINUED ON NEXT PAGE]**

Executed on behalf of:

SOUTHERN DEOMLITION, LLC

BY (sign here): _____

Name (print): _____

Title: _____

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____

Title: _____

DATE: _____

**EXHIBIT A**
SCOPE of WORK

Interested parties should submit a quote to a two-story structure, built around 1920 and has been unoccupied since May 2018 demolition located within the Forty Oaks Nature Preserve at 3790 Market Street | Clarkston, GA | 30021. The structure shall be demolished in accordance with the Southern Building Code Appendix D, pages 717-718, and these specifications.

Coordination of work between the Contractor and City is essential to the successful completion of this project. The Contractor is to complete all work assigned within 45 days. The Contractor and City shall coordinate a schedule and daily work plans after receipt of a Notice to Proceed (NTP).

The structure's exterior dimensions are as follows:

A. Total structure square footage unknown
B. Building Footprint: 48 ft. x 34 ft.
C. Front Porch: 10 ft. x 44 ft.–6 inches
D. Side Porch: 4 ft-7 inches x 6 ft.-10 inches
E. Crawlspace with stone/ CMU or brick wall foundation on-grade; no footings

The Contractor shall execute the work according to and meet the requirements of the following:

A. The ITB documents include but are not limited to the scope of work, special provisions, and specifications.
B. All city, county, state and federal rules, regulations, and ordinances.
C. All necessary licenses and permits.
D. OSHA standards and guidelines.
E. Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

CERTIFICATION OF BIDDER'S EXPERIENCE and QUALIFICATIONS

A. The Offeror certifies that they are, at the time of bidding and shall be, throughout the period of the contract, licensed by the State of Georgia to do the type of work required under terms of the contract documents.
B. The Offeror further certifies that they are skilled and regularly engaged in the general class and type of work called for in the contract documents.
C. The Offeror represents that they are competent, knowledgeable and have special skills in the nature, extent, and inherent conditions of the work to be performed.
D. The Offeror further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property.
E. The Offeror expressly acknowledges that they have the skill and experience to foresee and to adopt protective measures to perform the construction work adequately and safely with respect to such hazards.

PROSECUTION & PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this quote shall be substantially completed within 45 days from issuance of Notice to Proceed. The Contractor will be considered substantially complete when all work required by this contract has been completed and accepted by the City.

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.

The work will require the Offeror to provide all labor, administrative forces, equipment, materials, and other incidental items to complete all required work. The City shall perform a final inspection upon substantial completion of the work. The Contractor will be allowed to participate in the Final Inspection.

PERMITS, LICENSES & INSURANCE REQUIREMENTS

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.

Minimum Coverages, Limits and Endorsements (other coverage may be required for demolition services). The City must be a plan holder and policy dates will cover the term of the contract.

Contractor to provide "License to Conduct Regulated Asbestos Activities in Georgia Lead-Based paint and Asbestos Program Certification, Accreditation, & Licensing Unit".

Contractor must satisfy the requirements of the Georgia Asbestos Safety Act, O.C.G.A 12-12-1, et seq. and the Rules for Asbestos Removal and Encapsulation, Chapter 391-3-14 – provide license.

UTILITIES

The disconnection of all permanent utilities is the responsibility of the Contractor. This Contractor is responsible for contacting the utility department to coordinate all disconnection work as it relates to water, gas, electrical and sewer disconnects.

Sewer taps shall be located and capped prior to the structure demolition and the sewer service shall be removed to the property line.

PROTECTION & RESTORATION of PROPERTY and LANDSCAPE

A. The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the road or street.

B. The Contractor shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.
C. The Contractor shall keep the surface of the sidewalks and street affected by work in a clean, neat, and safe condition.
D. The Contractor shall cut unground water line(s) at fence and will not pull line(s) above ground.
E. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas prior to City acceptance of work and payment.

PROVIDED REPORTS

The City of Clarkston will provide the following reports:

A. Asbestos & Lead Based Paint Conformance Letter 2024 (United Consulting)
   1. Asbestos Survey Report 2021 (United Consulting)
   2. Lead Based Paint Assessment 2021 (United Consulting)
B. Topographic & Tree survey
C. Underground-penetration radar survey report (United Consulting)

DEMOLITION of STRUCTURES & REMOVAL

The Offer shall include in the removal cost, the removal of additional will include:

A. All/any floors, and foundation footings.
B. All/any patio, porch slabs, concrete walkways.
C. All/any steps will be included in the removal costs of demolition.
D. No underground tanks and other structures were identified. The Contractor will be required to selectively excavate areas as directed by the city engineer to provide ground proofing to verify if tanks exist. The volume of excavation anticipated is 90 CY. Import clean fill soil to backfill areas if tank(s) are removed. The backfill volume anticipated will be 30 CY.

GENERAL SPECIFICATIONS

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site and shall comply with all OSHA and EPA regulations as they pertain to this project.

The Contractor shall provide dust control during demolition of the structure to ensure toxic and/or nuisance dust particles do not permeate the air in and around the work site.

REQUIRED SITE WORK

A. The Contractor shall make sure restoration and clean-up work is performed daily.
B. No materials shall be salvaged, stored, or accumulated in any area.
C. All loads shall be covered and secured prior to and during transport.
D. The Contractor will perform final grading and leveling on the site to maintain a positive drainage slope, which shall include clean fill soil.

INDEMNIFICATION AGREEMENT

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, save harmless, the City of Clarkston and all of its entities, and all respective officers, employees, directors and agents of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this contract, due to any act or omission on the part of the contractor, it's agents, employees or others working at the direction of contractor or on its behalf, or due to any breach of this contract by the contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the contractor.

This indemnification applies whether: (a) the activities involve third parties or employees or agents of the contractor or of the City entity; (b) the City is partially responsible for the situation giving rise to the claim; provided, however, this indemnification does not apply to the extent of the sole negligence of the City of Clarkston and its officers or employees. This indemnification extends to the successors and assigns of the contractor, and this indemnification survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the contractor. To the full extent permitted by the Constitution and the laws of the State of Georgia, the contractor and its insurers waive any right of subrogation against the City of Clarkston, its officers, employees and agents, the Fund and insurers participating there-under, to the full extent of this indemnification.

ADDITIONAL INFORMATION

A. Liquated damages of five hundred dollars ($500.00) per day.

B. Include optional cost line item, if additional testing is needed.

C. "Trucks Entering & Exiting Ahead" signage shall be placed on both approaches to the Forty Oaks Nature Preserve entrance during work hours. Signs to be removed at the completion of each workday.

D. The Contractor shall be responsible for the removal and proper disposal of all materials and shall provide the City of Clarkston with landfill tipping receipts prior to release of retainage. Debris to be delivered to EPD licensed landfill and relieves the City of Clarkston of all liability in the disposal of debris – include form. The contractor is responsible for all/any fees and permits, if applicable.

**EXHIBIT B**
**CONTRACTOR'S COST PROPOSAL**
(ATTACHED)

# Form of Proposal
(POINT of CLARIFICATION)

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 signatures(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 | Southern Demolition LLC |
| Address | 2035 Bolton Rd NW. |
| City, State, Zip | Atlanta, GA, 30318 |
| Phone | (404) 478-7142 |
| Email | Lee@southerndemo.com |
| Website | southerndemo.com |
| | |
| Print/Type Name | Clarance Lee Selph II Farmer |
| Signature | |
| Title | Project Manager |
| Date | 7/12/24 |

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ADVERTISEMENT for CONSTRUCTION SERVICE

ITB – HOUSE DEMOLITION - 070924

POINT of CLARIFICATION

OWNER'S BID PROPOSAL FORM

OWNER: City of Clarkston
1055 Rowland Street
Clarkston, GA 30021

PROJECT: House Demolition

DATE: July 10, 2024

Congratulations to your company as one of the finalists for this phase of the selection process for the House Demolition project for the City of Clarkston. We reviewed your proposal and request clarification as we finalize our review to make a recommendation for approval.

Will you send me a response to the following:

1. Time is of the essence for this project. The Contractor is to complete all work assigned within 45 days. After the Notice to Proceed (NTP) has been issued your company shall complete the installation within [insert #] 30 consecutive days or less. (cannot work before mandatory 10 business day EPD Notifications)
2. Provide a cost for the following:
   a. Wet demolition/removal of structure including foundation: $ 7,000
   b. Additional equipment charges: $ 850
   c. Temporary site security fencing: $ 1,500
   d. Erosion control (silt fence, tree save, seed & straw): $ 2,000
   e. Excavation of underground tank(s): $ 750
   f. New clean fill dirt: $ 1,000
   g. Haul off fees: $ 26,650
   h. Asbestos: $ Included in Wet Demo. (Structure will be sprayed down throughout demo. All Materials will go into 30yd dumpsters lined with 6mil plastic to encapsulate material for transport to safeguard landfill.

Grand total for all items under #2: $ 39,750.00

Return your response to wmoody@cityofclarkston.com no later than 12:00 pm (EST), Friday, July 12, 2024.

## EXHIBIT C

## 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<br>$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 D**
**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**
(ATTACHED)

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# 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:

152898
Federal Work Authorization User Identification Number *(not Taxpayer ID)*

9/17/2008
Date of Authorization

Southern Demolition 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 July 8th, 2024 in Atlanta (city) GA (state)

**Signature of Authorized Owner/Officer**

Gina Ragsdale
**Printed Name and Title of Authorized Owner/Officer**

Clarance Farmer
NOTARY PUBLIC

My Commission Expires: May 2nd, 2028

CLARANCE FARMER NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 02, 2028

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

# Bid Open Tabulation Matrix

ITB - HOUSE DEMOLITION – 070924
(Point of Clarification)

| | Company Name | Bid Amount ($) | Minority Class | Located within City limits | Previously worked w/Clarkston |
|---|---|---|---|---|---|
| 1 | Southern Demolition, LLC | $39,750.00 | Y (FBE) | N | N |
| 2 | The M Mitchell Group, LLC | $41,025.00 | Y (AABE) | N | N |
| 3 | Southern Environmental Services, Inc | $47,885.00 | 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.

Larry Kaiser, Engineering Consultant and Michael Duncan, Parks & Recreation Manager were present for the bid open.

ADVERTISEMENT for CONSTRUCTION SERVICE

ITB – HOUSE DEMOLITION - 070924

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

There will be a (mandatory) pre-proposal meeting held at Forty (40) Oaks Nature Preserve | 3790 Market St | Clarkston, GA | 30021.

Proposals will be received no later than Tuesday, July 9, 2024, at 9:30 am (EST) at the City Hall Annex, Attn: Purchasing Department, 1055 Rowland St | Clarkston, GA | 30021.

Proposals received after the above date and time, or in any other location other than the Purchasing Department will not be considered.

Timeline

| | | |
|---|---|---|
| (Mandatory) Pre-Proposal Meeting | June 18, 2024 | 10:00 am (EST) |
| Question, Answer and Clarification Deadline<br>(Email wmoody@cityofclarkston.com)<br>Ref: House Demo | July 2, 2024 | 12:00 pm (EST) |
| All/Any Addendum(s) published to City's website no later than | July 5, 2024 | 4:00 pm (EST) |
| Purchasing Department to Open Sealed Bids | July 9, 2024 | 10:00 am (EST) |

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

It shall be the person, firm, or company's responsibility to check the City's website, within the Bid Solicitations tab under the Business link for all/any bid documents to include published addenda.

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.

BID INFORMATION

SCOPE OF WORK

## PURPOSE

The City of Clarkston (City) is accepting sealed proposals from qualified companies interested in providing demolition services of a two-story farmhouse style building. This Invitation to Bid (ITB) seeks to identify qualified one company for the project.

## SCOPE of WORK

Interested parties should submit a quote to a two-story structure, built around 1920 and has been unoccupied since May 2018 demolition located within the Forty Oaks Nature Preserve at 3790 Market Street | Clarkston, GA | 30021. The structure shall be demolished in accordance with the Southern Building Code Appendix D, pages 717-718, and these specifications.

Coordination of work between the Contractor and City is essential to the successful completion of this project. The Contractor is to complete all work assigned within 45 days. The Contractor and City shall coordinate a schedule and daily work plans after receipt of a Notice to Proceed (NTP).

The structure's exterior dimensions are as follows:

A. Total structure square footage unknown
B. Building Footprint: 48 ft. x 34 ft.
C. Front Porch: 10 ft. x 44 ft.–6 inches
D. Side Porch: 4 ft-7 inches x 6 ft.-10 inches
E. Crawlspace with stone/ CMU or brick wall foundation on-grade; no footings

The Contractor shall execute the work according to and meet the requirements of the following:

A. The ITB documents include but are not limited to the scope of work, special provisions, and specifications.
B. All city, county, state and federal rules, regulations, and ordinances.
C. All necessary licenses and permits.
D. OSHA standards and guidelines.
E. Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

## CERTIFICATION OF BIDDER'S EXPERIENCE and QUALIFICATIONS

A. The Offeror certifies that they are, at the time of bidding and shall be, throughout the period of the contract, licensed by the State of Georgia to do the type of work required under terms of the contract documents.
B. The Offeror further certifies that they are skilled and regularly engaged in the general class and type of work called for in the contract documents.
C. The Offeror represents that they are competent, knowledgeable and have special skills in the nature, extent, and inherent conditions of the work to be performed.
D. The Offeror further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property.
E. The Offeror expressly acknowledges that they have the skill and experience to foresee and to adopt protective measures to perform the construction work adequately and safely with respect to such hazards.

## PROSECUTION & PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this quote shall be substantially completed within 45 days from issuance of Notice to Proceed. The Contractor will be considered substantially complete when all work required by this contract has been completed and accepted by the City.

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.

The work will require the Offeror to provide all labor, administrative forces, equipment, materials, and other incidental items to complete all required work. The City shall perform a final inspection upon substantial completion of the work. The Contractor will be allowed to participate in the Final Inspection.

## PERMITS, LICENSES & INSURANCE REQUIREMENTS

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.

Minimum Coverages, Limits and Endorsements (other coverage may be required for demolition services). The City must be a plan holder and policy dates will cover the term of the contract.

Contractor to provide “License to Conduct Regulated Asbestos Activities in Georgia Lead-Based paint and Asbestos Program Certification, Accreditation, & Licensing Unit”.

Contractor must satisfy the requirements of the Georgia Asbestos Safety Act, O.C.G.A 12-12-1, et seq. and the Rules for Asbestos Removal and Encapsulation, Chapter 391-3-14 – provide license.

## UTILITIES

The disconnection of all permanent utilities is the responsibility of the Contractor. This Contractor is responsible for contacting the utility department to coordinate all disconnection work as it relates to water, gas, electrical and sewer disconnects.

Sewer taps shall be located and capped prior to the structure demolition and the sewer service shall be removed to the property line.

## PROTECTION & RESTORATION of PROPERTY and LANDSCAPE

A. The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the road or street.
B. The Contractor shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.
C. The Contractor shall keep the surface of the sidewalks and street affected by work in a clean, neat, and safe condition.
D. The Contractor shall cut unground water line(s) at fence and will not pull line(s) above ground.
E. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas prior to City acceptance of work and payment.

## PROVIDED REPORTS

The City of Clarkston will provide the following reports:

A. Asbestos & Lead Based Paint Conformance Letter 2024 (United Consulting)
    1. Asbestos Survey Report 2021 (United Consulting)
    2. Lead Based Paint Assessment 2021 (United Consulting)
B. Topographic & Tree survey
C. Underground-penetration radar survey report (United Consulting)

## DEMOLITION of STRUCTURES & REMOVAL

The Offer shall include in the removal cost, the removal of additional will include:

A. All/any floors, and foundation footings.
B. All/any patio, porch slabs, concrete walkways.
C. All/any steps will be included in the removal costs of demolition.
D. No underground tanks and other structures were identified. The Contractor will be required to selectively excavate areas as directed by the city engineer to provide ground proofing to

verify if tanks exist. The volume of excavation anticipated is 90 CY. Import clean fill soil to backfill areas if tank(s) are removed. The backfill volume anticipated will be 30 CY.

## GENERAL SPECIFICATIONS

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site and shall comply with all OSHA and EPA regulations as they pertain to this project.

The Contractor shall provide dust control during demolition of the structure to ensure toxic and/or nuisance dust particles do not permeate the air in and around the work site.

## REQUIRED SITE WORK

A. The Contractor shall make sure restoration and clean-up work is performed daily.
B. No materials shall be salvaged, stored, or accumulated in any area.
C. All loads shall be covered and secured prior to and during transport.
D. The Contractor will perform final grading and leveling on the site to maintain a positive drainage slope, which shall include clean fill soil.

## INDEMNIFICATION AGREEMENT

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, save harmless, the City of Clarkston and all of its entities, and all respective officers, employees, directors and agents of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this contract, due to any act or omission on the part of the contractor, it's agents, employees or others working at the direction of contractor or on its behalf, or due to any breach of this contract by the contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the contractor.

This indemnification applies whether: (a) the activities involve third parties or employees or agents of the contractor or of the City entity; (b) the City is partially responsible for the situation giving rise to the claim; provided, however, this indemnification does not apply to the extent of the sole negligence of the City of Clarkston and its officers or employees. This indemnification extends to the successors and assigns of the contractor, and this indemnification survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the contractor. To the full extent permitted by the Constitution and the laws of the State of Georgia, the contractor and its insurers waive any right of subrogation against the City of Clarkston, its officers, employees and agents, the Fund and insurers participating there-under, to the full extent of this indemnification.

## ADDITIONAL INFORMATION

A. Liquated damages of five hundred dollars ($500.00) per day.
B. Include optional cost line item, if additional testing is needed.

C. “Trucks Entering & Exiting Ahead” signage shall be placed on both approaches to the Forty Oaks Nature Preserve entrance during work hours. Signs to be removed at the completion of each workday.
D. The Contractor shall be responsible for the removal and proper disposal of all materials and shall provide the City of Clarkston with landfill tipping receipts prior to release of retainage. Debris to be delivered to EPD licensed landfill and relieves the City of Clarkston of all liability in the disposal of debris – include form. The contractor is responsible for all/any fees and permits, if applicable.

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**CITY OF CLARKSTON**

ITEM NO: 8A

**WORK SESSION/ CITY COUNCIL MEETING**

HEARING TYPE: Council Meeting

**AGENDA ITEM SUMMARY SHEET**

ACTION TYPE: Approval

**MEETING DATE: NOVEMBER 7, 2024**

**SUBJECT**: To adopt a resolution to appoint Attorney Julie Kert as Solicitor of the Municipal Court and approve a contract with Yeargan & Kert, LLC for Municipal Court Solicitors Services for a term of one year, in the amount of $2,000 per month/ $24,000 annually, to be funded out of General Fund, effective 1/1/2025.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒YES ☐NO
Pages:

INFORMATION CONTACT: Willis Moody
Purchasing Consultant
PHONE NUMBER: 470-952-1824

**PURPOSE:** To approve the vendor Julie Kert, Partner at Yeargan & Kert for the Municipal Court Solicitor contract.

The bid solicitation documents were advertised on the City's website and BidNet Direct between July 18, 2024, and the bid close at 9:30 am, August 13, 2024. In addition, this Request for Proposal (RFP) a Courtesy Email was generated from BidNet Direct to the incumbent municipal court solicitor Christopher Diwan of this advertised RFP.

See supporting documents for recommended vendor for this service.

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

**RECOMMENDATION**: Staff recommends vendor Julie Kert, Partner at Yeargan & Kert for approval as the most responsive and responsible Offeror. The award amount of $2,000.00 per month ($24,000.00/annually) for this project should be paid from the General Fund – Municipal Court.

RESOLUTION NO. _____

**A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO APPOINT ATTORNEY JULIE KERT AS SOLICITOR OF THE MUNICIPAL COURT AND TO APPROVE A CONTRACT WITH YEARGAN & KERT, LLC FOR MUNICIPAL COURT SOLICITOR SERVICES.**

**WHEREAS**, the City Council appoints a prosecuting attorney (a/k/a solicitor) for the Municipal Court on an annual basis pursuant to Section 3.04 of the City Charter and O.C.G.A. § 15-18-92; and

**WHEREAS**, the City Council hereby finds that Attorney Julie Kert is qualified to serve as prosecuting attorney of a municipal court pursuant to O.C.G.A. § 15-18-92(a); and

**WHEREAS**, the City Council desires to engage Ms. Kert, through her law firm Yeargan & Kert, LLC, to serve as solicitor of the Clarkston Municipal Court for year 2025.

**NOW THEREFORE, BE IT RESOLVED** that the City of Clarkston City Council does hereby appoint Attorney Julie Kert as Municipal Court Solicitor effective January 1, 2025 and remaining in effect until such time as the City Council takes subsequent action to appoint a different individual as solicitor.

**BE IT FURTHER RESLOVED** that the contract with Yeargan & Kert, LLC for municipal solicitor services attached hereto as Exhibit A is hereby approved and the Mayor is hereby authorized to execute such contract.

SO RESOLVED this _____ day of _____, 2024

CLARKSTON CITY COUNCIL

_____

Mayor Beverly H. Burks

ATTEST:

_____

Tomika R. Mitchell, City Clerk

# EXHIBIT A

# Contract for Municipal Court Solicitor Services

**STATE OF GEORGIA**
**COUNTY OF DEKALB**

**CONTRACT TO PROVIDE MUNICIPAL COURT SOLICITOR 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 Yeargan & Kert, LLC ("Contractor").

**WITNESSETH:**

**WHEREAS**, the City issued bid solicitation RFP - MUNICIPAL COURT SOLICITOR - 081324 ("RFP") seeking proposals to engage a firm, individual lawyer, or a consortium of firms or lawyers to serve as the Solicitor of the City of Clarkston Municipal Court ("Contractor");

**WHEREAS**, the City desires the services of Attorney Julie Kert, who is a member of Yeargan & Kert, LLC, as the City Solicitor pursuant to Section 3.04 of the Charter of the City of Clarkston; and

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

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

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

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

    a. Prosecute cases within the jurisdiction of the City Charter, Ordinances, and Georgia State Statutes that are within the original jurisdiction of the Clarkston Municipal Court.
    b. Perform advanced professional legal work involving the prosecution of defendants in misdemeanor criminal cases.
    c. Participate in administrative and research functions in civil areas when so directed by the City Manager.
    d. Report to the City Manager as requested regarding the functions of the Municipal Court system.
    e. Collaborate with the Municipal Court Judge to develop and carry out policies for trial procedures.
    f. Coordinate with the Municipal Court Judge, Public Defender, and Court Clerk to

reduce or eliminate backlog of pending cases.

g. Annually review data gathered by the City regarding cases generated by the Clarkston Police Department and filed in the Municipal Court;
h. Prepare an annual report concerning Municipal Court operations and results and personally present that report to the City Council.
i. Annually review and recommend changes to the Clarkston Municipal Code which relate to Municipal Court; and
j. Make recommendations to the City to improve the financial or other operating conditions of the Court.

2. Independent Contractor. In performing the duties of the City Solicitor, Contractor 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 Julie Kert carries out her prosecutorial responsibilities, save and except that the City Solicitor agrees to carry out his or her duties in a timely, consistent, fair and effective manner.

3. Term. This Agreement shall commence on January 1, 2025 and shall continue for an initial term of one year, until December 31, 2025. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties.

   No rights, responsibilities, salary, or other benefits shall extend beyond the term of this Agreement and nothing in this Agreement shall be deemed to vest in the City Solicitor any property interest in the duties, responsibilities, or compensation provided in this contract or any right to the continuation thereof.

4. Compensation. The compensation shall be $2,000.00 monthly. Payment shall be made on or before the last working day of each month this Agreement remains in effect.

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

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

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

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

**9.** Pro Tempore Services. While it is agreed that Julie Kert shall personally serve as Solicitor 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 Solicitor. It is understood that it is in the interest of both parties to utilize a pro tempore solicotr when Jule Kert is unable to appear in the Municipal Court so that the Court's important work will not be interrupted when Ms. Kert 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 it wishes to nominate as pro tempore solicitors 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 otherwise qualified to serve as prosecuting attorney of a municipal court pursuant to O.C.G.A. § 15-18-92(a). Upon receiving such list of proposed pro tempore solicitors, 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 solicitors. Contractor is encourgaged to nominate qualified members of its firm as pro tempore solicitors.

**b.** Any pro tempore solicitor shall be in all respects subject to all of the terms and conditions of this Agreement.

**c.** The Contractor shall compensate all pro tempore solicitors at its own expense and upon such terms as he and they may agree. Contractor will be compensated according to Section 4 of this Agreement.

**d.** The Contractor shall make a reasonable effort to maintain a pool of at least two pro tempore solicitorss 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.

**e.** The Contractor shall instruct all pro tempore solicitors concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible.

10. 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 other than as set forth herein.

Executed on behalf of:

CITY OF CLARKSTON, GEORGIA

BY: _____
Beverly H. Burks, Mayor

DATE: _____

CONTRACTOR: Yeargan & Kert, LLC

SIGNATURE: _____

DATE: _____

ATTEST (sign here): _____
Tomika Mitchell, City Clerk

DATE: _____

Approved as to form:

_____
Stephen G. Quinn
City Attorney

ADVERTISEMENT for CONTRACTUAL SERVICE

RFP - MUNICIPAL COURT SOLICITOR - 081324

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

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

Proposals will be received no later than Tuesday, August 13, 2024, at 9:30 am (EST).

Proposals must be submitted through Bidnet Direct's Georgia Purchasing Group. The City of Clarkston invites all vendors to register online at www.bidnetdirect.com/georgia/cityofclarkston.

Proposals received after the above date and time, or in any other location other than the Purchasing Department will not be considered.

Timeline

| | | |
|---|---|---|
| Question, Answer and Clarification Deadline | Aug. 6, 2024 | 12:00 pm (EST) |
| All/Any Addendum(s) published to City's website no later than | Aug. 13, 2024 | 4:00 pm (EST) |
| Purchasing Department to Open Sealed Bids | Aug. 13, 2024 | 10:00 am (EST) |

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

It shall be the person, firm, or company's responsibility to check the City's website, within the Bid Solicitations tab under the Business link for all/any bid documents to include published addenda.

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.

BID INFORMATION

SCOPE OF WORK

## PURPOSE

The City of Clarkston ("City") located in DeKalb County, Georgia, is currently soliciting proposals to engage a firm, individual lawyer, or a consortium of firms or lawyers to serve as Solicitor of the City of Clarkston Municipal Court. Any party interested in submitting a response to this bid solicitation including, where applicable, all partners, employees and contractors of such interested party shall adhere to the guidelines set forth herein.

This position is that of an independent contractor and the individual/firm will be responsible for all taxes owed for monies received for this service. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to the Contractor under this Agreement. The Contractor shall be responsible for all FICA, federal and state withholding taxes and Workers' Compensation coverage for any individuals assigned to perform the services for Clarkston.

## BACKGROUND

The City's Municipal Court began in 2006, The total number of cases is generally between 17,000 - 21,000 per year. There is one (1) appointed judge and court sessions are generally scheduled three to four times per month. The Court calendar primarily consists of jail sessions, environmental court, code enforcement, trials, and arraignments.

The Municipal Court of Clarkston has jurisdiction over all violations of City ordinances and certain State law violations that occur within Clarkston city limits, such as most traffic violations, and some State misdemeanors. When the party is found guilty, a judge can issue fines, fees, and/or incarceration.

Court is in session four times per month, except on major holidays. Trials are held only on the first Wednesday of each month, beginning at 6:00 pm (EST).

## SCOPE of WORK

The Offeror shall comply with and be subject to all provisions of the City's Charter and Codes including, without limitation, ARTICLE III of the City's Code of Ethics.

Services to be performed pursuant to this bid solicitation shall include, but are not limited to the following:

A. Represent the City in the prosecution of all criminal violations over which the Municipal Court has jurisdiction, including violations of any City ordinance.

B. Be responsible for all aspects of prosecution including investigation, arraignments, pre-trial hearings and motions, bench trials, sentencing recommendations, review hearings, discovery, and appeals to superior court.
C. Follow cases through sentencing procedures and manage criminal appeals.
D. Provide legal research, training, and assistance to the Police Department and court staff in all criminal matters, including statutory interpretation, enforcement issues, and case decisions.
E. Prepare cases for prosecution including contacting the Police Department and the code enforcement division of the Community Development Department, witnesses, victims, and defense attorneys.
F. Provide advice and representation in criminal forfeiture hearings, search warrant review and similar matters.
G. Provide occasional training for law enforcement officers and advise the department regarding substantial statutory or case law changes. Coordinate such periodic training sessions with the Police Department and the code enforcement division of the Planning/Economic Development Department.
H. Create a plan for a Drug Treatment Court for City approval and implementation. The purpose of the Drug Treatment Court is to reduce substance abuse, crime, and recidivism by providing intensive supervision, treatment, and judicial guidance for alcohol and/or chemically dependent individuals. The goal of the Drug Treatment Court is to integrate substance abuse treatment with the justice system for the promotion of public safety, individual responsibility, citizenship, and reduction of recidivism.
I. Create a Pretrial Diversion Program for Court for City approval and implementation. The purpose of the Pretrial Diversion Program is to be an alternative to traditional court prosecution. It will allow some first offenders, and some low-level offenders with minor criminal histories to complete programming which will impact their future decision making and provide the necessary counseling to address issues related to their charges.

## EXAMPLES OF WORK

The successful Offeror shall:

A. Review cases filed by police.
B. Make charging decisions, as applicable.
C. Communicate with the defendants, victims and officers concerning charging decision.
D. Subpoena witnesses and comply with discovery requests.
E. Lead cases through the court process.
F. Collaborated with the Chief of Police to improve effectiveness.

## PERFORMANCE EVALUATION

The Offeror awarded a contract as a result of a successful response to this bid solicitation will be measured and evaluated by the following performance standards:

A. Prompt attendance at each regular or specially set court dates.
B. Efficient and effective handling of cases at arraignment and trial.
C. Written evaluation of effectiveness of advocacy as observed by the Court Administrator.
D. Attention to detail concerning charging documents and available evidence.

E. Appropriate negotiation of plea agreements on criminal and code enforcement citations.
F. Communication with the City Attorney on code enforcement cases and any criminal cases in which the City Attorney has asked to be kept informed.

## MINIMUM QUALIFICATIONS

A. Professional Licensing and Experience:

The Offeror and any partners in this submittal, including all attorneys designated by the Offeror to perform any and all service(s) required by this bid solicitation, shall have relevant experience as a prosecutor in a municipal court or a court of record, shall be licensed to practice law in the State of Georgia, and shall be a member of the State Bar of Georgia in good standing.

Any attorney designated by the Offeror to perform the service(s) of the City Solicitor shall have at least five (5) years' relevant experience in the State of Georgia as a prosecutor in a municipal court or a court of record.

B. Practical Experience in Municipal Courts:

The Solicitor shall demonstrate a high degree of knowledge, experience and ability in the operation of local governmental units in Georgia criminal procedure and substantive criminal law; management of a courtroom and a large docket of cases; efficient use of time and resources to reduce delays that inconvenience other Court personnel; supervision of the proper handling of any discovery requests related to a pending citation; and experience ensuring that proper and accurate records of dispositions are maintained.

## PROPOSAL CONTENT AND FORMAT

Interested parties shall submit their proposal as concisely as possible while providing all requested information. The proposal shall not exceed twenty-five (25) pages for the City to conduct a comprehensive evaluation.

Interested parties shall submit their proposal in accordance with the format detailed as follows:

A. *Cover Letter*: The cover letter shall include the name and business address of the Offeror and shall be signed by a signatory duly authorized to bind the Offeror. No pricing information shall be included in the cover letter.

B. *Table of Contents*: The table of contents shall include section titles along with corresponding reference to commencing pages.

C. *Offeror Overview*. The proposal shall include a general overview of the Offeror(s) submitting the proposal, how long each individual and/or firm has been in business, customer service philosophy, and identification of the primary office that will be supporting the City.

The overview should also include:

1. A copy of current professional liability insurance, name of carrier and policy number, policy exclusions, if any, and current coverage amounts.
2. Disclose any pending litigation or judgments rendered against the Offeror (or any attorneys proposed to perform Services) in any matter relating to professional activities of the firm, including any pending complaints to the Georgia State Bar Association.
3. Designate the attorney who shall act as a full time Solicitor and every other attorney performing the service(s) described herein on behalf of Offeror. The Solicitor shall always be present in the City of Clarkston Municipal Court where such Court is in session.

D. *Statement of Suitability*. The proposal shall include a statement or specific information that may serve to differentiate the Offeror from other attorneys or firms to show suitability to perform the service(s) described herein for the City.

E. *Project Understanding/Methodology*. The Offeror shall include a description of the Offeror's understanding of the proposed service(s) as outlined in the bid solicitation and a demonstration of understanding as to the magnitude of the tasks and the desired outcomes for the Services.

The Offeror shall also include a description of the Offeror's attorney/law firm practice and services the Offeror can provide, including an explanation of how these services will best meet the City's needs.

F. *Qualifications of Personnel*. The proposal shall provide information on personnel to be assigned to the City for service(s). It should include Georgia State Bar numbers and resumes for all attorneys and a release allowing the City access to all Georgia State Bar Association disciplinary investigations and/or actions. (*Does not count toward total page number*.)

G. *Past Performance/Similar Experience*. The Offeror shall include between three (3) to five (5) reference projects from past years that demonstrate that the person(s) and designated personnel have experience and expertise with the subject matter of this bid solicitation and have demonstrated performance of work that is similar in type and scope as the project described above.

References should be for a public agency and should include the following: name of the organization, contact information, including contact name, address, email address and telephone number, description of the reference project, brief summary of services provided, period of performance; and project cost.

H. *Cost Proposal*. Offeror shall also submit a proposal detailing proposed fees to perform the service(s) described herein ("Cost Proposal"). The Cost Proposal shall be submitted separately. The Cost Proposal shall clearly set forth fees or fee structure to be charged. The Cost Proposal shall include a per hour rate for each attorney (including the Solicitor) to perform any part of the described work. The hourly rate is exclusive to the attorney *actually* performing the work.

The fee proposed shall be submitted in the following form (does not count toward total page number):

1. A flat fee (to be negotiated annually) to be paid in twelve (12) equal monthly payments; or
2. An hourly rate for the Solicitor to be paid monthly upon the City's receipt of an invoice.

## EVALUATION PROCESS and CRITERIA

*General Information*. The bid solicitation proposal submitted in response will enable the City to gather information and identify one or more qualified Offeror to perform the service(s) described herein. The City will conduct a comprehensive, fair and impartial evaluation of all proposals received.

*Proposal Review*. A review committee *will* be established by the City to evaluate proposals and will invite the most qualified Offeror(s) to interview. One (1) Offeror and negotiate a contract. The City may also determine that no qualified proposals have been received, based on the given criteria and reject all.

*Offeror Interview*. At the City's discretion, selected Offerors will be interviewed and reviewed based upon the criteria set out in the bid solicitation. (i.e. Unique qualities, methodologies, or approaches taken to differentiate oneself from other Offerors).

Attorneys designated by the Offeror to perform the service(s) of Solicitor shall be present for all interviews. Final approval of a selected Offeror is subject to applicable City policies.

*Past Performance*. The City will review past performance of the Offeror using the information provided by the Offeror in response to information obtained from independent sources, at its sole discretion.

*Evaluation Criteria*. The City will evaluate proposals based on criteria stated within this bid solicitation. Proposals will be assigned values including, but not limited to, the following:

A. Offeror's suitability to perform the Services.
B. Offeror's understanding and methodology to provide the service(s) to meet the City's needs.
C. Past performance/similar experience.
D. Cost.
E. Compatibility to the City's systems and procedures.

Negotiation and Best and Final Offer (as applicable).

A. If the City deems it is in its best interest to retain the services of one or more Offerors, the City reserves the right to negotiate a revised scope and/or fees.

   Negotiations will encompass all phases of work, including but not limited to:

   1. Hourly rates and fees for services.

2. Markups for overhead and profit on subcontractors.
3. A “not to exceed” contract amount; and
4. Any other items the City deems appropriate.

B. If negotiations are successful, the City and the highest-ranked Offeror will enter into an agreement to perform the service(s) as described in this bid solicitation. If an acceptable agreement cannot be reached between the City and the highest ranking Offeror, the City may choose to negotiate with the second highest-ranked Offeror.

C. Offerors submitting proposals should be aware the review committee has sole discretion to determine what constitutes the “best qualified offer” for the City, based on the items requested in the Scope of Work and other areas of this RFP. Consequently, Offeror are urged to submit best terms in their original submittal.

**CITY OF CLARKSTON**

ITEM NO: 8B

**WORK SESSION/ CITY COUNCIL MEETING**

HEARING TYPE: Council Meeting

**AGENDA ITEM SUMMARY SHEET**

ACTION TYPE: Approval

**MEETING DATE: NOVEMBER 7, 2024**

**SUBJECT**: To adopt a resolution awarding a contract to the most responsive and responsible bidder IKON Filmworks, for the public meeting video recording & related services in the amount of $38,400.00 to be funded out American Rescue Plan Act (ARPA) funding, effective 11/8/2024.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒YES ☐NO
Pages:

INFORMATION CONTACT: Willis Moody, Purchasing Consultant
PHONE NUMBER: (470) 952-1824

**PURPOSE:** To adopt a resolution awarding a contract to the most responsive and responsible bidder, IKON Filmworks, for the public meeting video recording & related services in the amount of $38,400 to be funded out of American Rescue Plan Act (ARPA) funding.

**NEED/ IMPACT**: The City has the need for audio visual services for council work sessions and regular council meetings. Having a professional audio-visual company capture and broadcast all council work sessions, council meetings, and Special Called meetings and any other meetings as requested is beneficial to the City of Clarkston because the company is preserving public meeting information. The solicitation was opened on August 8, 2024, and closed on September 4, 2024. A mandatory pre-bid meeting was scheduled for Thursday, August 22, 2024, where multiple vendors attended.

We received seven bids in response to the solicitation. One bidder was disqualified as they did not attend the mandatory pre-bid meeting. After a thorough review, by an evaluation committee composed of three staff members of the remaining bidders, it was determined that IKON Filmworks was the most responsive and most responsible bidder at a cost of $38,400.

The sign in sheet from the Pre-Bid Meeting, Bid Open Tabulation Form, and Contract are attached.

**RECOMMENDATION**: Staff recommend vendor IKON Filmworks for approval as the most responsive and responsible Offeror. The award amount of $38,400.00 for this project should be paid from the American Rescue Act Plan (ARPA) funding.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AWARDING A CONTRACT TO IKON FILMWORKS FOR PUBLIC MEETING VIDEO RECORDING AND RELATED SERVICES.

* * * * *

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

Section 1. That the City Council award a contract to IKON Filmworks for public meeting video recording and related services in the amount of $38,400, to be funded out of the American Rescue Act Plan (ARPA) Fund, effective November 8, 2024. A copy of said contract is attached to this resolution as “Exhibit A” and is incorporated herein for all purposes.

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

_____
Beverly H. Burks, Mayor

ATTEST:

_____
Tomika R. Mitchell, City Clerk

EXHIBIT A

**STATE OF GEORGIA**
**COUNTY OF DEKALB**

## CONTRACT TO PROVIDE PUBLIC MEETING VIDEO SERVICE(s)

This Construction Contract ("Agreement") made and entered into this ____day of _____, 20____, for the **Public Meeting Video Recording Service(s)** ("A/V Services") between the **City of Clarkston** ("City"), and **IKON Filmworks, LLC**, ("Contractor").

**WITNESSETH:**

**WHEREAS**, the City issued bid solicitation RFP – PUBLIC MEETING VIDEO RECORDING SERVICES - 090424 ("RFP") seeking proposals from qualified firms to provide public meeting video recording & related services during all council work sessions, council meetings, and special called meetings and any other meetings as requested (the "Work").

**WHEREAS,** the Contractor is engaged in the business of providing the necessary materials and labor to complete the Work and submitted a proposal responsive the RFP;

**WHEREAS,** the Mayor and City Council awarded the bid to the Contractor on October 1, 2024; and

**WHEREAS**, the City desires to engage Contractor and Contractor agrees to render certain professional, technical advice and services to the City pursuant to the terms and conditions set forth below.

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

1. **SERVICES:** Contractor agrees to perform the Work required, implied, or reasonably inferable from this Agreement. The term "Work" shall mean the services described in the scope of work attached hereto and incorporated herein as Exhibit A. The Work includes, but is not limited to, furnishing the labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage and power as required by this Agreement. If any services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. This Agreement hereby incorporates the RFP and Contractor's response thereto. In the event of any conflict between the terms of the RFP, or Contractor's Response to the RFP, and this Agreement, the terms of this Agreement shall control.

2. **COMPENSATION:** In consideration for the Work, City shall pay to Contractor a fee not to exceed the cost described in Contractor's bid proposal, which is attached hereto as Exhibit B and incorporated by reference herein. Contractor shall invoice City on a monthly

basis for services rendered during the prior month, with approved invoices to be paid Net 30. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

The maximum compensation to be paid to Contractor during the initial term of this agreement is Thirty-Eight Thousand Four Hundred Dollars and zero cents ($38,400.00) annually. The City and Contractor agree that such compensation is inclusive of all fees, expenses, accommodations, and any cost whatsoever incurred by any group members individually or collectively, and no other fees or expenses of any kind shall be paid to the Contractor.

3. **TERM:** This Agreement shall commence on the date set forth on page one and shall continue until October 8, 2025. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties.

   No rights, responsibilities, salary, or other benefits shall extend beyond the term of this Agreement and nothing in this Agreement shall be deemed to vest in the Contractor any property interest in the duties, responsibilities, or compensation provided in this contract or any right to the continuation thereof.

4. **PHOTOGRAPH/VIDEO OWNERSHIP**: The City will own all photographs and videos created by Contractor pursuant to this Agreement. Contractor grants the City the right and permission to use photographs and/or video recordings made by the Contractor on City and other websites, social media platforms, in publications, promotional flyers, educational materials, derivative works, or for any similar purpose without additional compensation to Contractor. The Contractor waives the right to approve the final product and agrees that all such photographs and/or video recordings and reproductions thereof shall remain the property of the City.

5. **RELATIONSHIP OF THE PARTIES**

   a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Work under this Agreement.

   b. Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation

insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to the Contractor under this Agreement. The Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Work for the City.

6. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its Work and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid proposal documents and conform to all specifications; (iii) performed by personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

7. **TERMINATION FOR DEFAULT:**

a. The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.

b. In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

c. Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood,

epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

d. If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.

e. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8. **TERMINATION FOR CONVENIENCE:** The City may at any time by written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

9. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

10. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the "City Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including

reasonable attorney's fees and costs), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with this Agreement. Contractor expressly understands and agrees that any bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City Indemnitees as provided herein. To the fullest extent per law, Contractor, its sureties, and its insurers waive any right of subrogation against the City Indemnitees. These obligations shall survive termination.

11. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements (Exhibit C) and hereby incorporate them into this Agreement.

12. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS**

    a. Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.

    b. Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Work required by this Agreement.

    c. Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Work to be provided by Contractor hereunder or which in any manner affect this Agreement.

13. **SUPERVISION OF WORK:** Contractor shall be solely responsible for and shall supervise and direct all Work under this Agreement. Contractor shall provide competent and suitable personnel to perform the Work and shall at all times maintain good discipline and order at the Property. Contractor will at all times take all reasonable precautions for the safety of its employees and the public at the Property. Contractor agrees to assume full responsibility for the acts, negligence, and/or omissions of its employees and any subcontractors and their employees.

14. **CHANGE ORDERS:** The City reserves the right to order changes to the Work in the nature of additions, deletions or modifications, without invalidating this Agreement, and

agrees to make corresponding adjustments in the contract price and time of termination if applicable. All changes will be authorized in a written "Change Order" signed by the City and Contractor, which shall be incorporated by reference herein.

15. **OTHER CONTRACTORS:** The City reserves the right to enter into other contracts in connection with the Work. The Contractor shall cooperate with all other contractors so that their work shall not be impeded and shall give them access to the property as necessary to perform their contracts.

16. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** 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 D, attached hereto and incorporated herein.

17. **THE CITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

18. **WORK ON THE CITY'S DESIGNATED PREMISES:** In the event that the Contractor, employees or agents or the Contractor 's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor's team members shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's team members, employees or agents or the Contractor 's subcontractor, save and except damage caused by the sole negligence of the City. The Contractor and any subcontractors used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Performer(s) and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability

Insurance covering accidents to their employees. The Performer(s) and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Performer(s) and any subcontractor on account of accidents arising out of the operations of the Performer(s) or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Performer(s) shall furnish to the City certificates from d's insurers showing such coverage in effect and agreeing to give the City thirty (30) days prior written notice of cancellation of the coverage.

**19. CONFLICTS OF INTEREST:** Contractor warrants and represents that:

a. The Work to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing.

b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of the Work hereunder.

**20. CONFIDENTIAL INFORMATION:** Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.

**21. ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all the Contractor’s obligations under the warranty provisions of this Agreement.

22. **ATTORNEYS' FEES:** Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

23. **GOVERNING LAW AND CONSENT TO JURISDICTION:** This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

24. **NOTICES:** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hard, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

City Manager
City of Clarkson
1055 Rowland Street
Clarkston, Georgia 30021

With copies to:

City Attorney
Wilson, Morton & Downs
125 Clairemont Ave, Ste 420
Decatur, GA 30030

If to the Contractor:

IKON Filmworks, LLC
4496 Bellwood Cir
College Park, GA 30349

25. **NON-WAIVER:** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.

26. **SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

27. **INTERPRETATION:** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of

law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

28. **AMENDMENTS:** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.

29. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

30. **ENTIRE AGREEMENT:** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

31. **CAPTIONS:** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

32. **CALCULATION OF TIME PERIODS:** Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

**IN WITNESS WHEREOF,** said parties have hereunto set their seals and caused this Agreement to be executed and delivered by their duly authorized representatives the day and year written below.

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

| CITY OF CLARKSTON | | CONTRACTOR |
|---|---|---|
| City of Clarkston<br>1055 Rowland Street<br>Clarkston, GA 30021 | | IKON Filmworks, LLC<br>4496 Bellwood Cir<br>College Park, GA 30349 |
| 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 purpose of this Request for Proposal (RFP) is to identify and select a vendor to provide video production services for designated City of Clarkston council and work session meetings, beginning October 1, 2024.

The City is requesting the awardee provide the personnel and equipment needed to complete the video production services. The selected video services provider will be responsible for streaming and/or recording for various social media platforms (e.g., TikTok, Twitter, LinkedIn, Instagram, YouTube, Facebook) and our City's website.

SPECIFICATIONS & REQUIREMENTS

A. Bid prices shall be inclusive of all costs related to the provision of video production services (staff, vehicles, set up, tear down, equipment, etc.).
B. The Contractor shall exhibit proper decorum and act in a professional manner during all times of service to the City of Clarkston.
C. The Contractor may not smoke or drink alcoholic beverages while providing services to the City that are outlined in this RFP.
D. The Contractor and/or team shall be dress appropriately, without any rips and/or any tears in clothing at each meeting.
E. The Contractor for services, if awarded, shall be for a period to be determined any and all financial obligations of the City under the proposed contract are conditional as they relate to a yearly appropriation.
F. The City Clerk's office will be the Contractor's main contact (i.e. City Clerk), communication may be point with multiple City staff members depending on the meeting(s).
G. The successful Offeror shall not employ any subcontractor to fulfill any of the duties herein specified (including for planned or unplanned vacation or sick time) without express, prior written approval of the City.
H. It shall be the Offeror's responsibility to have the proper equipment necessary for these services. Submit a complete list of equipment with the bid submittal. This equipment will need to interface with the meeting venues' existing equipment and setup.
I. The Contractor must be able to operate and support all video and audio recording equipment.
J. The Contractor may be required to communicate and coordinate repairs and network changes with the City's information technology vendors.
K. The Contractor shall meet any and all established deadlines for projects.
L. The Contractor shall provide creative and professional guidance to ensure a high-quality product is produced during each shoot.

MEETING SCHEDULE

Work session meetings of the City Council shall be held on the last Tuesday of each month, beginning at 7:00 pm (EST) and the regular monthly meetings of the City Council shall be held on the first Tuesday of each month, beginning at 7:00 pm (EST) at Clarkston City Hall and/or

other locations. In addition, the awardee shall be ready to provide services for the entirety of all/any Special Called City Council Meeting at Clarkston City Hall and/or other locations. However, meeting dates, times, and location(s) are subject to change.

Meetings typically run from one to two hours; however, the length can vary. Setup and take-down time would be in addition to the actual meeting run times. Services will be utilized for these (approved) and all and any Special Called City Council Meeting scheduled meetings. City of Clarkston meetings may be canceled or rescheduled by the council and reconvened as may be useful and appropriate under the circumstances presented.

VIDEO EQUIPMENT LIST

Submit a compare tote list of equipment to be provided and utilized for video production services for the meetings to be held at Clarkston City Hall and other locations requested.

This should include the following:

A. Up to thirteen (13) microphones for each meeting to be utilized by the mayor, council members, city manager, city attorney, plus microphone for audience/public comments, on an as needed basis.
B. Camera(s) to capture entire board/committee meeting (no editing or changing camera angles, to preserve transparency; recording should capture meeting as audience/viewer would see the meeting).
C. Capability for member(s) and public to join the meeting by a virtual platform (i.e. Zoom, Teams, Cisco) and be included in video/audio recording.
D. Capability to livestream the meetings.
E. Audio system to amplify microphones and to capture audio recording of proceedings.
F. Recording equipment to produce downloadable/up loadable video/audio files (MP4 format or similar for uploading).

ADDITIONAL INFORMATION

A. Bid prices shall be firm for the designated period for video production services.
B. The Offeror must demonstrate that they have the skill, capacity, and ability to provide full video production services, including but not limited to providing necessary audio and video equipment for the meeting venue(s), video recording, and providing appropriate staff to cover all meetings.
C. The Offeror must provide brief description of personnel qualifications.
D. The Offeror's references must include other municipalities these services past and currently provided.
E. The Offeror must provide a brief description of experience performing these services.
F. The Offeror must provide the necessary services to format the videos for uploading to YouTube and other social media or online channels as applicable.
G. The Offeror agrees that all videos, images, and data become the property of the City.
H. The City shall not be liable for any costs incurred by bidders in responding to this RFP, preparing, or completing the proposal package, or for the performance evaluation, if

required, and shall in no way assume any other liability of bidders in responding to this RFP.

I. This is a readvertisement of bid solicitation RFP – PUBLIC MEETING VIDEO RECORDING & RELATED SERVICES – 073024 that was canceled August 6, 2024.

ADDENDUMS

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 1)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 2)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 3)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 4)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 5)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 6)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 7)

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES (Addendum No 8)

**EXHIBIT B**
**CONTRACTOR'S COST PROPOSAL**
(ATTACHED)

## EXHIBIT C

## 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<br>$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 D**
**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**
(ATTACHED)

CITY OF CLARKSTON
where possibilities grow

PRE-PROPOSAL CONFERENCE SIGN-IN LIST
RFP - PUBLIC MEETING VIDEO RECORDING SERVICES - 090424
August 22, 2024 @ 10:00 am

Facilitators:

Willis Moody, Purchase Consultant
Keisha Dixon, Assistant to Interim City Manager

Company Name: VueRz, LLC
Contact: Rolando Nooks
Contact Phone: [redacted]
Email Address: info@vuerz.com

Company Name: SD Production Group
Contact: Steve Darrell
Contact Phone: [redacted]
Email Address: steve@sdproductiongroup.com

Company Name: Fueled by Dopeness
Contact: Jerrod Copeland
Contact Phone: [redacted]
Email Address: Jay@fxdopeness.com

CITY OF CLARKSTON
where possibilities grow

PRE-PROPOSAL CONFERENCE SIGN-IN LIST
RFP - PUBLIC MEETING VIDEO RECORDING SERVICES - 090424
August 22, 2024 @ 10:00 am

Facilitators:

Willis Moody, Purchase Consultant
Keisha Dixon, Assistant to Interim City Manager

Company Name: Pro Video Talent
Contact: Donna Davis Ballard
Contact Phone: [redacted]
Email Address: Donna@ProVideoTalent.com

Company Name: Ikon Filmworks
Contact: James Hammond
Contact Phone: [redacted]
Email Address: Jhammond@ikonfilmworks.com

Company Name: Healthy Healed and Whole LLC
Contact: Amanda Tate
Contact Phone: [redacted]
Email Address: hhw.clientservice@gmail.com

CITY OF CLARKSTON
where possibilities grow

PRE-PROPOSAL CONFERENCE SIGN-IN LIST
RFP - PUBLIC MEETING VIDEO RECORDING SERVICES - 090424
August 22, 2024 @ 10:00 am

Facilitators:

Willis Moody, Purchase Consultant
Keisha Dixon, Assistant to Interim City Manager

Company Name: Omnific Media & Production
Contact: K'Donya Smith-Brown
Contact Phone: [redacted]
Email Address: Kdonya.smithbrown@omnificmediapro.com

Company Name: TPHILMS
Contact: Terrell Pinckney
Contact Phone: [redacted]
Email Address: Terrell@Tphilms.net

Company Name: Envision Gold Media
Contact: Amiya Johnson
Contact Phone: [redacted]
Email Address: amiya@envisiongoldmedia.com

CITY OF CLARKSTON
where possibilities grow

PRE-PROPOSAL CONFERENCE SIGN-IN LIST
RFP - PUBLIC MEETING VIDEO RECORDING SERVICES - 090424
August 22, 2024 @ 10:00 am

Facilitators:

Willis Moody, Purchase Consultant
Keisha Dixon, Assistant to Interim City Manager

Company Name: Event Production Services
Contact: Scott Whitfield
Contact Phone: [redacted]
Email Address: scott@eventproductionservices.group

Company Name: Dream Factory
Contact: Art Jones
Contact Phone: [redacted]
Email Address: art@dreamfactorymc.com

Company Name:
Contact:
Contact Phone:
Email Address:

RFP - PUBLIC MEETING VIDEO RECORDING SERVICES - 090424
Bid Solicitation Evaluations

| Offeror | Prior AV services with government agencies | Organization, size, and structure of Offeror's firm | Firm's Qualifications and Experience | Proposed Approach and Methodology | Cost Proposal | References and Past Performance | **Total Score** | Ranked |
|---|---|---|---|---|---|---|---|---|
| Ikon Filmworks | 28 | 10 | 63 | 22 | 37 | 8 | **168** | **1** |
| SD Production Group | 20 | 10 | 38 | 20 | 27 | 10 | **125** | 3 |
| VUERZ | 0 | 13 | 30 | 20 | 14 | 2 | **79** | 4 |
| Omnific Media and Production | 6 | 15 | 42 | 45 | 25 | 12 | **145** | 2 |
| Healthy Healed & Whole | 0 | 10 | 25 | 15 | 19 | 1 | **70** | 6 |
| Pro Video Talent | 13 | 10 | 13 | 15 | 12 | 13 | **76** | 5 |

Evaluation Score per Offeror

| Offeror: Ikon Filmworks | | | | | | | |
|---|---|---|---|---|---|---|---|
| Evaluator - JT | 8 | 0 | 18 | 0 | 10 | 8 | 44 |
| Evaluator - LT | 10 | 0 | 20 | 0 | 12 | 0 | 42 |
| Evaluator - MD | 10 | 10 | 25 | 22 | 15 | 0 | 82 |

| Offeror: SD Production Group | | | | | | | |
|---|---|---|---|---|---|---|---|
| Evaluator - JT | 3 | 0 | 3 | 0 | 4 | 0 | 10 |
| Evaluator - LT | 7 | 0 | 15 | 0 | 8 | 0 | 30 |
| Evaluator - MD | 10 | 10 | 20 | 20 | 15 | 10 | 85 |

| Offeror: VUERZ | | | | | | | |
|---|---|---|---|---|---|---|---|
| Evaluator - JT | 0 | 0 | 0 | 0 | 2 | 2 | 4 |
| Evaluator - LT | 0 | 8 | 15 | 0 | 0 | 0 | 23 |
| Evaluator - MD | 0 | 5 | 15 | 20 | 12 | 0 | 52 |

| Offeror: Omnific Media and Production | | | | | | | |
|---|---|---|---|---|---|---|---|
| Evaluator - JT | 0 | 0 | 5 | 5 | 2 | 2 | 14 |
| Evaluator - LT | 1 | 5 | 15 | 20 | 8 | 0 | 49 |
| Evaluator - MD | 5 | 10 | 22 | 20 | 15 | 10 | 82 |

| Offeror: Healthy Healed & Whole | | | | | | | |
|---|---|---|---|---|---|---|---|
| Evaluator - JT | 0 | 0 | 0 | 0 | 2 | 1 | 3 |
| Evaluator - LT | 0 | 0 | 10 | 0 | 7 | 0 | 17 |
| Evaluator - MD | 0 | 10 | 15 | 15 | 10 | 0 | 50 |

| Offeror: Pro Video Talent | | | | | | | |
|---|---|---|---|---|---|---|---|
| Evaluator - JT | 3 | 0 | 3 | 0 | 2 | 3 | 11 |
| Evaluator - LT | 5 | 0 | 5 | 0 | 5 | 0 | 15 |
| Evaluator - MD | 5 | 10 | 5 | 15 | 5 | 10 | 50 |

ADVERTISEMENT for CONTRACTUAL SERVICE

RFP – PUBLIC MEETING VIDEO RECORDING SERVICES - 090424

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

No pre-proposal meeting will be conducted.

Proposals will be received no later than Wednesday, September 4, 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 | Aug. 27, 2024 | 12:00 pm (EST) |
| All/Any Addendum(s) published to City's website no later than | Aug. 30, 2024 | 4:00 pm (EST) |
| BidNet Direct Received Proposals Opened | Sept. 4, 2024 | 9:45 am (EST) |

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

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

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

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

In-person, fax, emailed or late proposals will not accepted.

BID INFORMATION

SCOPE OF WORK

## PURPOSE

The City of Clarkston ("City") is seeking proposals from qualified firms to provide public meeting video recording & related services. Service includes, but is not limited to, a company that can film and finalize content, including, but is not limited to, live stream video and recording of the City's Mayor and Council workshops, meetings, and special meetings.

The awardee may, on occasion, be requested to provide video production services for other events not listed below.

## SCOPE of WORK

The purpose of this Request for Proposal (RFP) is to identify and select a vendor to provide video production services for designated City of Clarkston council and work session meetings, beginning October 1, 2024.

The City is requesting the awardee provide the personnel and equipment needed to complete the video production services. The selected video services provider will be responsible for streaming and/or recording for various social media platforms (e.g., TikTok, Twitter, LinkedIn, Instagram, YouTube, Facebook) and our City's website.

## SPECIFICATIONS & REQUIREMENTS

A. Bid prices shall be inclusive of all costs related to the provision of video production services (staff, vehicles, set up, tear down, equipment, etc.).
B. The Contractor shall exhibit proper decorum and act in a professional manner during all times of service to the City of Clarkston.
C. The Contractor may not smoke or drink alcoholic beverages while providing services to the City that are outlined in this RFP.
D. The Contractor and/or team shall be dress appropriately, without any rips and/or any tears in clothing at each meeting.
E. The Contractor for services, if awarded, shall be for a period to be determined any and all financial obligations of the City under the proposed contract are conditional as they relate to a yearly appropriation.
F. The City Clerk's office will be the Contractor's main contact (i.e. City Clerk), communication may be point with multiple City staff members depending on the meeting(s).
G. The successful Offeror shall not employ any subcontractor to fulfill any of the duties herein specified (including for planned or unplanned vacation or sick time) without express, prior written approval of the City.

H. It shall be the Offeror's responsibility to have the proper equipment necessary for these services. Submit a complete list of equipment with the bid submittal. This equipment will need to interface with the meeting venues' existing equipment and setup.
I. The Contractor must be able to operate and support all video and audio recording equipment.
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K. The Contractor shall meet any and all established deadlines for projects.
L. The Contractor shall provide creative and professional guidance to ensure a high-quality product is produced during each shoot.

## MEETING SCHEDULE

Work session meetings of the City Council shall be held on the last Tuesday of each month, beginning at 7:00 pm (EST) and the regular monthly meetings of the City Council shall be held on the first Tuesday of each month, beginning at 7:00 pm (EST) at Clarkston City Hall and/or other locations. In addition, the awardee shall be ready to provide services for the entirety of all/any Special Called City Council Meeting at Clarkston City Hall and/or other locations. However, meeting dates, times, and location(s) are subject to change.

Meetings typically run from one to two hours; however, the length can vary. Setup and take-down time would be in addition to the actual meeting run times. Services will be utilized for these (approved) and all and any Special Called City Council Meeting scheduled meetings. City of Clarkston meetings may be canceled or rescheduled by the council and reconvened as may be useful and appropriate under the circumstances presented.

## VIDEO EQUIPMENT LIST

Submit a compare tote list of equipment to be provided and utilized for video production services for the meetings to be held at Clarkston City Hall and other locations requested.

This should include the following:

A. Up to thirteen (13) microphones for each meeting to be utilized by the mayor, council members, city manager, city attorney, plus microphone for audience/public comments, on an as needed basis.
B. Camera(s) to capture entire board/committee meeting (no editing or changing camera angles, to preserve transparency; recording should capture meeting as audience/viewer would see the meeting).
C. Capability for member(s) and public to join the meeting by a virtual platform (i.e. Zoom, Teams, Cisco) and be included in video/audio recording.
D. Capability to livestream the meetings.
E. Audio system to amplify microphones and to capture audio recording of proceedings.
F. Recording equipment to produce downloadable/up loadable video/audio files (MP4 format or similar for uploading).

## ADDITIONAL INFORMATION

A. Bid prices shall be firm for the designated period for video production services.
B. The Offeror must demonstrate that they have the skill, capacity, and ability to provide full video production services, including but not limited to providing necessary audio and video equipment for the meeting venue(s), video recording, and providing appropriate staff to cover all meetings.
C. The Offeror must provide brief description of personnel qualifications.
D. The Offeror's references must include other municipalities these services past and currently provided.
E. The Offeror must provide a brief description of experience performing these services.
F. The Offeror must provide the necessary services to format the videos for uploading to YouTube and other social media or online channels as applicable.
G. The Offeror agrees that all videos, images, and data become the property of the City.
H. The City shall not be liable for any costs incurred by bidders in responding to this RFP, preparing, or completing the proposal package, or for the performance evaluation, if required, and shall in no way assume any other liability of bidders in responding to this RFP.
I. This is a readvertisement of bid solicitation RFP – PUBLIC MEETING VIDEO RECORDING & RELATED SERVICES – 073024 that was canceled August 6, 2024.

ADVERTISEMENT for CONTRACTUAL SERVICE

RFP – PUBLIC MEETING VIDEO RECORDING SERVICES - 090424

ADDENDUM No. 4

OWNER'S BID PROPOSAL FORM

OWNER: City of Clarkston
1055 Rowland Street
Clarkston, GA 30021

PROJECT: Public Meeting Video Recording Services

DATE: August 13, 2024

BID #090424 is hereby revised as instructed throughout attached ADDENDUM No. 4.

This Addendum forms a part of the contract documents and modifies the original bid documents. The following items shall take precedence over the originally published bid documents for the above-named project and shall become a part of the contract documents.

Mandatory On-site Visit, scheduled for 10:00 am, on August 22, 2024, at the Municipal Court of Clarkston | 3921 Church Street | Clarkston, GA | 30021.

# CITY OF CLARKSTON

**ITEM NO:** 8C

## CITY COUNCIL WORK SESSION

**MEETING TYPE:** Council Meeting

## AGENDA ITEM SUMMARY SHEET

**ACTION TYPE:** Approval

## MEETING DATE: NOVEMBER 7, 2024

**SUBJECT:** To consider approving the annual insurance premium payment to the Lexington Insurance in the amount of $41,756 for the city's leased office space located at 736 Park North Blvd 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 update Mayor and Council on the status of insurance quotes for coverage, particularly regarding policies that are suitable and financially viable given our needs. Securing this insurance is critical to providing comprehensive risk management for our municipality and ensuring continuity of services. Additionally, we need to obtain Renters Insurance to enable contractors to commence construction in the new office space facility.

**Need/Impact:** There is a pressing need for insurance coverage that meets specific liability and compliance requirements associated with municipal operations, including the added complexity of Police Department exposure. A lack of suitable insurance options limits our ability to mitigate risks adequately, which could impact operations and potentially increase liability for the municipality. Furthermore, Renters Insurance is necessary to initiate construction activities in the new office space, making it an immediate priority to meet project timelines.

**Current Status and Market Feedback:** Several insurance providers have reviewed our request, with feedback primarily reflecting challenges associated with municipal risk categories and Police Department exposure. Below is a summary of the responses received from each market:

- MUSIC Insurance – Declined due to Police Department exposure.
- Maxum – Declined due to both the Municipality class of business and Police Department exposure.
- Atlantic Casualty – Declined due to Municipality class of business.
- Northfield – Declined due to Municipality class of business and Police Department exposure.
- Nationwide – Declined due to Municipality class of business; property coverage only available pending building information.
- Genstar – Declined due to Municipality class of business.
- Pen America – Declined due to Municipality class of business.
- Nautilus – Declined due to Municipality class of business and Police Department exposure.

- Travelers Insurance – Declined due to Municipality class of business.
- Cincinnati Insurance Company – Declined due to Municipality class of business.
- Kinsale Insurance Company – Declined.
- Westchester – Willing to provide coverage, but indicated a minimum premium of $50,000 for this type of exposure.
- Aspen – Willing to provide coverage, but similarly indicated a minimum premium of $50,000 for this type of exposure.

Lexington Insurance has expressed flexibility by agreeing to waive their policy fee, although the inspection fee remains mandatory. They require a property inspection to ensure compliance with all safety and building standards.

Lexington Quoted Premium:
GL: $26,156
Excess: $15,600
Total: $41,756

The GL and Excess policy can be cancelled at a 25% minimum earned premium. The Inspection Fee would be 100% earned and there would not be a return premium on this fee.

**Recommendation:** It is recommended that we move forward with the Lexington Insurance quote at a premium of $41,756.00, with the understanding that this policy can be canceled if we secure alternative coverage at a more competitive rate. This approach allows us to expedite the process of obtaining Renters Insurance, which is essential for contractors to begin construction work in the new facility without delay.

By proceeding with Lexington's policy, we ensure that immediate insurance needs are met, allowing project timelines to remain on track. Additionally, we can continue exploring other market options to secure more favorable terms if they become available, providing flexibility in managing our insurance coverage while supporting project requirements.

CITY OF CLARKSTON

# Proposal of Insurance

## City of Clarkston

## General Liability
## Excess Liability

## 2024-2025

McGriff

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# POLICY SPECIFICATIONS – GENERAL LIABILITY

| | |
|---|---|
| **Named Insured** | City of Clarkston |
| **Mailing Address** | 1055 Rowland St Clarkston, GA 30021 |
| **Policy Term** | October 10, 2024 to 2025 |
| | $25,000.00 |
| **Annual Premium:** | $ 350.00 |
| **Policy Fee:** | $ 150.00 |
| **Inspection Fee:** | $ 1,020.00 |
| **Surplus Lines Tax:** | **$26,520.00** |
| **Total:** | |

*Optional Coverage:
$1,250 TRIA + $50 Surplus Lines Tax = $1,300 (Terrorism)

| Insurer(s) | Share % | AM Best Rating |
|---|---|---|
| Lexington Insurance Company | 100.00% | A (XV) |

# COVERAGE & LIMITS

| General Liability | |
|---|---|
| **Limit** | **Coverage** |
| $1,000,000 | Each Occurrence Limit |
| $2,000,000 | Products - Completed Operations Aggregate Limit |
| $2,000,000 | Aggregate Limit |
| $1,000,000 | Personal / Advertising Injury Aggregate Limit |
| $ 100,000 | Fire Damage Limit Any One Fire |
| $ 5,000 | Medical Expense Limit Any One Person |
| Not Covered | Professional |
| | Subject to $1,000 deductible |

## Covered Location Information

| Location | Address |
|---|---|
| P1/B1 | 736 Park N Blvd, CLARKSTON, GA 30021 |

### Class Codes

| Location | Class Code | Description | Exposure Basis | Rate |
|---|---|---|---|---|
| P1/B1 | 61224 | (61224) Buildings or Premises - bank or office - premises occupied by employees of the Insured | 27,510 Area | Prem/Ops Rate = 908.776 |

# KEY COVERAGE AMENDMENTS

**CG2116 (07/98) Exclusion - Designated Professional Services**
Description of Professional Services - row 1a : Any and all professional services
**CG2144 (07/98) Limitation of Coverage to Designated Premises or Project**
Designated Premises - row 1 : 736 Park North Blvd, Suite 120
**CG2154 (01/96) Exclusion - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program**
Description and Location of Operations - row 1 : Any and all projects covered under a wrap-up policy (Owners
Description and Location of Operations - row 2 : Controlled Insurance Program [OCIP] or Contractor Controlled
Description and Location of Operations - row 3 : Insurance Program [CCIP])
**WW168 (06/12) Cancellation And Premium Audit Changes**
Minimum and Deposit Premium % : 100 - All Fees are 100% Earned at binding
**WW183 (05/12) Minimum-Earned Premium**
% : 25
**The following endorsements will be attached to the policy:**

| | | |
|---|---|---|
| CG0001 | 04/13 | Commercial General Liability Coverage Form |
| CG2107 | 05/14 | Exclusion-Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included |
| CG2111 | 06/15 | Exclusion - Unmanned Aircraft (Coverage B Only) |
| CG2116 | 07/98 | Exclusion - Designated Professional Services |
| CG2136 | 03/05 | Exclusion - New Entities |
| CG2144 | 07/98 | Limitation of Coverage to Designated Premises or Project |
| CG2150 | 04/13 | Amendment of Liquor Liability Exclusion |
| CG2154 | 01/96 | Exclusion - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program |
| CG2165 | 12/04 | Total Pollution Exclusion With Building Heating |
| CG2426 | 04/13 | Amendment of Insured Contract Definition |
| CG4010 | 12/19 | Exclusion - Cross Suits Liability |
| IL0017 | 11/98 | Common Policy Conditions |
| LB0001 | 03/22 | Indiana Amendatory Endorsement (Definition of Pollutants) |
| LB0006 | 03/20 | Deductible Endorsement (Per Occurrence and Offense) |
| LB0007 | 02/22 | Per- and Polyfluoroalkyl Substances (PFAS) Exclusion Endorsement |
| LB0033 | 03/22 | Additional Exclusions and Conditions Endorsement (Commercial General Liability) |
| LB0037 | 04/22 | Definition of Occurrence Amendatory Endorsement |
| NTCFR01 | 10/21 | Notice to Policyholders Fraud Notice |
| WW168 | 06/12 | Cancellation And Premium Audit Changes |
| WW183 | 05/12 | Minimum-Earned Premium |
| WW192B | 11/19 | Premium Basis Endorsement |
| WW230 | 01/21 | Common Policy Declarations |
| WW232 | 01/12 | Commercial Liability Coverage Part Declarations |
| WW424 | 09/10 | Exclusion of Nuclear, Biological and Chemical Injury or Damage |
| WW456 | 01/12 | Commercial General Liability Amendatory Endorsement |
| WW497 | 01/21 | Notice - Claim Reporting |
| WW505 | 11/19 | Anti-Stacking of Limits Endorsement |
| WW529 | 11/21 | Communicable Disease Exclusion |
| WW531 | 08/13 | Economic Sanctions Endorsement |
| WW534 | 08/23 | Amendment of Employers Liability Exclusion |
| WW421 | 11/13 | Waiver of Transfer of Rights of Recovery Against Others to Us |

**If the insured accepts Certified Acts of Terrorism Coverage for General Liability and pays the appropriate premium the following endorsements apply:**
TRIA 0003 - EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

**If the insured rejects Certified Acts of Terrorism Coverage for General Liability and does not pay the appropriate premium the following endorsements apply:**
TRIA 0004 - EXCLUSION OF CERTIFIED ACTS OF TERRORISM

## Subjectivities - All Required Prior to Binding

- Currently signed and dated Acord 125 & 126 and supplemental app (Applications should be fully completed to reflect the Insured's true exposures at binding, and must include the Insured's inspection and audit contact person's name, phone number & email addresses)
- Per the inspection fee listed, Lexington Insurance Company is responsible for ordering the required inspection within 30 days of binding coverage. Please advise the insured that if coverage is bound, they will be contacted by the inspection company Preferred Reports to perform an inspection on behalf of Lexington Insurance Company.
- The attached 'NOTICE OF TERRORISM INSURANCE COVERAGE' must be completed and signed by the insured. No coverage may be bound without this completed and signed notice.

# POLICY SPECIFICATIONS – EXCESS LIABILITY

| | |
|---|---|
| **Named Insured** | City of Clarkston |
| **Mailing Address** | 1055 Rowland St<br>Clarkston, GA 30021 |
| **Policy Term** | October 10, 2024 to October 10, 2025 |
| **Annual Premium:** | $15,000.00 |
| **Policy Fee:** | $ 350.00 |
| **Surplus Lines Tax:** | $ 614.00 |
| **Total:** | **$15,964.00** |

*Optional Coverage:
$750 TRIA + $30 Surplus Lines Tax = $780 (Terrorism)

| Insurer(s) | Share % | AM Best Rating |
|---|---|---|
| Lexington Insurance Company | 100.00% | A (XV) |

# COVERAGE & LIMITS

| Excess Liability | |
|---|---|
| **Limit** | **Coverage** |
| $2,000,000<br>$2,000,000<br>$2,000,000 | Each Occurrence Limit<br>Products - Completed Operations Aggregate Limit<br>Aggregate Limit |

| Underlying Insurance Coverage | |
|---|---|
| **Limit** | **Coverage** |
| $1,000,000<br>$2,000,000<br>$2,000,000<br>$1,000,000 | Each Occurrence Limit<br>Products - Completed Operations Aggregate Limit<br>Aggregate Limit<br>Personal / Advertising Injury Aggregate Limit |

## Covered Location Information

| Location | Address |
|---|---|
| P1/B1 | 736 Park N Blvd, CLARKSTON, GA 30021 |

**Subject to the following Endorsements:**

GLX0001 09/23 Follow Form Excess Liability Policy (Dual Trigger Version)
GLX0003 09/23 Lexington Insurance Company Follow Form Excess Liability Policy Declarations (Dual Trigger Version)
GLX0004 09/23 Schedule of Underlying Insurance
GLX0006 09/23 Minimum Earned Premium Endorsement - 25%, All Fees 100% Earned at Inception
GLX0008 09/23 Service Of Suit Endorsement
GLX0009 09/23 Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data Related Liability Endorsement
GLX0013 09/23 Notice - Claim Reporting
GLX0016 09/23 Punitive Or Exemplary Damages Exclusion Endorsement
GLX0083 09/23 New York Exclusion - Ongoing Operations and Products - Completed Operations Hazard
GLX0109 09/23 Exclusion of Nuclear, Biological and Chemical Injury or Damage
GLX0111 09/23 Per - And Polyfluoroalkyl Substances (PFAS) Exclusion Endorsement
GLX0135 01/24 No Fault Uninsured Motorists, Personal Injury Protection Exclusion with Exception
ILP001 01/04 U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory
NTCFR01 10/21 Notice to Policyholders Fraud Notice

**If the insured accepts Certified Acts of Terrorism Coverage for General Liability, Auto Liability and pays the appropriate premium the following endorsements apply:**
GLX0105 - EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
GLX0108 - EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

**If the insured rejects Certified Acts of Terrorism Coverage for General Liability, Auto Liability and does not pay the appropriate premium the following endorsements apply:**
GLX0110 - TOTAL TERRORISM EXCLUSION ENDORSEMENT

## Subjectivities - All Required Prior to Binding

- Currently signed and dated Acord 125 & 131 (Applications should be fully completed to reflect the Insured's true exposures at binding)
- Currently signed and dated supplemental application
- The attached 'NOTICE OF TERRORISM INSURANCE COVERAGE' must be completed and signed by the insured. No coverage may be bound without this completed and signed notice.

# AM Best Rating Services

## Lexington Insurance Company

BestLink **AMB #: 002350 NAIC #: 19437 FEIN #: 251149494**

**Mailing Address**
99 High Street, 23Rd Floor
Boston, Massachusetts 02110
United States

**Web:** www.aig.com
**Phone:** 617-330-1100
View Additional Address Information

**AM Best Rating Unit:** AMB #: 058702 - American International Group, Inc.

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058702 - American International Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

### Best's Credit Ratings

#### **Financial Strength** View Definition

| | |
|---|---|
| **Rating (Rating Category):** | A (Excellent) |
| **Affiliation Code:** | p (Pooled) |
| **Outlook (or Implication):** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | January 26, 2024 |
| **Initial Rating Date:** | June 30, 1966 |

#### **Long-Term Issuer Credit** View Definition

| | |
|---|---|
| **Rating (Rating Category):** | a+ (Excellent) |
| **Outlook (or Implication):** | Stable |
| **Action:** | Upgraded |
| **Effective Date:** | January 26, 2024 |
| **Initial Rating Date:** | April 06, 2005 |

#### **Financial Size Category** View Definition

| | |
|---|---|
| **Financial Size Category:** | XV (Greater than or Equal to USD 2.00 Billion) |

#### **Best's Credit Rating Analyst**

**Rating Office:** A.M. Best Rating Services, Inc.

**Associate Director :** Raymond Thomson, CPCU, ARe, ARM

**Director:** Erik Miller

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

#### **Disclosure Information**

**Disclosure Information Form**
View AM Best's Rating Disclosure Form

**Press Release**
AM Best Upgrades Issuer Credit Ratings for American International Group, Inc. and Its Property/Casualty Subsidiaries
January 26, 2024

View AM Best's Rating Review Form

u Denotes Under Review Best's Rating

## Rating History

AM Best has provided ratings & analysis on this company since 1966.

### Financial Strength Rating

| Effective Date | Rating |
|---|---|
| January 26, 2024 | A |
| December 16, 2022 | A |
| October 07, 2021 | A |
| August 19, 2020 | A |
| July 12, 2019 | A |

### Long-Term Issuer Credit Rating

| Effective Date | Rating |
|---|---|
| January 26, 2024 | a+ |
| December 16, 2022 | a |
| October 07, 2021 | a |
| August 19, 2020 | a |
| July 12, 2019 | a |

## Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 058702 - American International Group, Inc..

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

## Press Releases

| Date | Title |
|---|---|
| Jan 26, 2024 | AM Best Upgrades Issuer Credit Ratings for American International Group, Inc. and Its Property/Casualty Subsidiaries |
| Dec 16, 2022 | AM Best Revises Issuer Credit Rating Outlook to Positive for American International Group, Inc. and Its P/C Subsidiaries |
| Oct 07, 2021 | AM Best Affirms Credit Ratings of American International Group, Inc. and Its Subsidiaries |
| Aug 19, 2020 | AM Best Affirms Credit Ratings of American International Group, Inc. and Most Subsidiaries; Downgrades ICRs of L/H Subsidiaries |
| Jul 12, 2019 | AM Best Affirms Credit Ratings of American International Group, Inc. and Most Subsidiaries |
| Jun 20, 2018 | A.M. Best Affirms Credit Ratings of American International Group, Inc. and Certain Subsidiaries |
| May 23, 2017 | A.M. Best Removes From Under Review With Negative Implications and Affirms Credit Ratings of AIG and Its Subsidiaries |

1 2 3 Page size: 10 22 items in 3 pages

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# DISCLAIMER

The following summary of coverages is to be used only as an overview of each policy written and in no way should it be used, nor is intended to be used, as a substitute for the original policy provisions. It has been prepared as a guideline for your reference only.

The policy/policies contain conditions, limitations and exclusions which may affect or limit coverage to be provided and should be reviewed by the insured to verify that coverage has been written as requested.

*All of the information contained in this proposal is subject to the terms, conditions and limitations contained in the policies. Values are based on information provided by the client.*

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# COMPENSATION STATEMENT

Our principal remuneration for the placement and service of your insurance policy(ies) will be by commission (a proportion of the premium paid that is allowed to us by the insurance company(ies)) and/or a mutually agreed fee.

You should be aware that we may receive additional income from the following sources:

- **Interest or Investment Income** earned on insurance premiums.

- **Expense Allowances or Reimbursements** from insurance companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable us to provide more efficient service and competitive terms to those clients for whom we consider the use of such facilities appropriate.

- **Tier II Commission** is exclusive to the placement of employee benefits insurance and is based on premium volume of new business and/or premium retention.
- 
- **Contingent Commission** may be based on profitability, premium volume, premium retention, and/or growth.

- **Administrative and Services Fees** may be paid for limited services we provide to the insurance company as part of the placement process for insurance policies placed with a particular company, including but not limited to premium billing, collection, remittance and credit control, policy document compilation, and record retention or for consulting and data analytic services.

If you have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with our Chief Risk Manager for assistance. If any part of your insurance program is placed through any Truist-owned companies (including retail insurance broker McGriff Insurance Services, LLC.; wholesale insurance brokers CRC Insurance Services, Inc. and Crump Life Insurance Services, Inc.; managing general underwriter AmRisc, LLC; insurance premium finance companies Prime Rate Premium Finance Corporation, Inc., AFCO Credit Corporation, AFCO Acceptance Corporation, CAFO Holdings Company, and CAFO Inc.; or affiliates; or MBT, Ltd.) disclosure of that income will also be included.

# PROVIDER SECURITY STANDARDS

## MCGRIFF (MCGRIFF INSURANCE SERVICES, LLC.)

The following is a brief summary of the measures we have taken as your agent/broker to review and objectively report to you the financial security of your insuring companies. Information is included from Best Company, our primary security rating source, and the internal policies and standards, which we have established to address this important issue for our clients.

## MARKET SECURITY REVIEW

McGriff has established and continues to maintain an internal "Market Security Review Group" composed of senior management representatives from the Finance, Marketing, Wholesale, and Administrative Divisions of the company. This Group's purpose is to develop and implement a policy, procedure, and standard for the review of financial security of all insurers, intermediaries, and associations used by McGriff.

This Group meets periodically to review the current listing of all companies, intermediaries, and associations that are actively used by McGriff. It will also act on any pending requests received to have new providers activated, and to inactivate any providers that do not meet current McGriff standards.

## PROVIDER CLASSIFICATIONS

**"Approved Provider"** – A.M. Best Secured Rating with a minimum rating of A-, Demotech Financial Stability Rating of "A, Exceptional or ALIRT score of 50 with six (6) or fewer flags. For foreign insurers whose rating is not tracked by A.M. Best, other internationally recognized rating organizations will be used.

**"Exception Provider"** – Any provider whose Best's rating is below "A-". The A.M. Best's rating of an "exception" provider will be included on all McGriff proposals delivered to clients or prospects. In addition, these providers which have been reviewed by the Market Security Review Group and the client may be considered an exception security based on other factors. The client may be required to sign a form of disclaimer or acknowledgement of receipt of this information.

**"Prohibited Provider"** – All other providers not mentioned in one of the paragraphs above. These providers will not be set up for active use in the McGriff agency management system(s) at any time, for any reason.

**History** – A.M. Best Company was incorporated in 1899 as the first rating agency in the world to offer reliable information on the financial condition of U.S. insurance companies. The **Best's Rating Guide** was first published in 1900, and has since become a cornerstone of the security review process by continuously evaluating the financial integrity of over 4,100 insurance companies. In 1984, the first edition of the **Best's International Rating Guide** was published, reporting on the claims-paying ability of over 950 international insurers.

The information used by Best's to rate insurance carriers is provided by the companies themselves as a part of their normal filings with the National Association of Insurance Commissioners, those states in which the company is licensed, the SEC and/or with its shareholders. Rating reviews are performed annually on each insurance company and on an interim basis as conditions dictate.

# PROVIDER SECURITY STANDARDS (Con't.)

Best's Rating System – The Best's rating system is designed to evaluate a wide range of objective and subjective factors that affect the overall performance of an insurance company (not applicable to associations or intermediaries). These factors deal with the company's financial strength, its operational performance, and its ability to meet its financial obligations to policyholders, as follows:

- Profitability
- Quality of Reinsurance Program
- Quality and Diversification of Assets
- Adequacy of Policy Loss Reserves
- Capital Structure
- Spread of Risk
- Leverage/Capitalization
- Liquidity
- Adequacy of Policyholder's Surplus
- Management Experience and Objectives

**A.M. BEST'S RATINGS**

Assigned to insurers which meet Best's standards for the quantitative and qualitative analysis of the company's financial condition and operating performance. For further information, see the Best's Guide to Ratings – www.ambest.com

**NON-ADMITTED CARRIERS**

An insurance company not licensed to do business in a given state. These insurers are not subject to the financial solvency and enforcement regulations that are required for admitted carriers. These insurers do not participate in any of the insurance guarantee funds. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

Additional Provider rating guidelines are as follows:

1. (P&C & Surety Standards) **Demotech Financial Stability Rating** of "A, Exceptional For foreign insurers whose rating is not tracked by AM Best, other internationally recognized rating organizations will be used. (EB & Life) **Demotech Financial Stability Rating** of "A, Exceptional.

2. (P&C and Surety Standards): **ALIRT** score of 50 with six (6) or fewer flags. For foreign insurers whose rating is not tracked by AM Best, other internationally recognized rating organizations will be used. (EB & Life Standards) **ALIRT** score of 35 with five (5) or fewer flags.

The Provider ratings for carriers used in placing your insurance program:

| INSURER | COVERAGE | PROVIDER RATING | NON-ADMITTED Y/N |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

CITY OF CLARKSTON
where possibilities grow

**CITY OF CLARKSTON**

ITEM NO: 8D

**WORK SESSION/ CITY COUNCIL MEETING**

HEARING TYPE: Council Meeting

**AGENDA ITEM SUMMARY SHEET**

ACTION TYPE: Approval

**MEETING DATE: NOVEMBER 7, 2024**

**SUBJECT**: To Consider Professional Engineering Services for the development of Design/Construction Plans and Permitting for the SPLOST II "bond-funded" Norman Road Dam Reconstruction Project.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
Pages: 1

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

**PURPOSE:** To obtain approval to commence with the SPLOST II bond-funded "Norman Road Design/Construction Plan Development and Permitting" project – Phase I.

**NEED/ IMPACT**: The safety deficiencies that exist at the Norman Road dam at Clarkston Lakes necessitates moving forward with PH I of the project which begins with the procurement of a civil engineering firm to develop design and construction plans.

**RECOMMENDATION**: The City Engineer has identified on-going deteriorating conditions of the Norman Road dam as determined through various reconnaissance site visits and geotechnical reports and investigations. Additionally, the City Engineer undertook a site reconnaissance on September 27, 2024 and prepared a "Report of Findings – Hurricane Helene Damage Assessment of Norman Road Dam" dated September 30, 2024. The report summarizes the damage to the dam and recommendations for repair.

The City Engineer and Public Works staff recommend the following next steps for PH I:

- Prepare scope of work for engineering design and construction plan development that includes satisfying all regulatory permitting requirements. Scope of work will also include a minimum of two (2) public meetings, development of a minimum of two reconstruction alternative approaches and a Probable Cost of Construction Cost for each.
- Begin advertising for professional engineering services before the end of January 2025.
- Selection of professional civil engineering services will be "qualified-based" where the cost will be a component, not the only consideration, in the selection process.

Upon completion of Phase I tasks, the City Engineer and Public Works staff will work with the city manager and council to identify funding availability and scheduling for Phase II – Construction Improvements.

**September 30th, 2024**

# REPORT OF FINDINGS
# HURRICANE HELENE IMPACTS TO NORMAN ROAD DAM

**Subject**: Site Investigation – Visual Observations
Norman Road Dam
**Date of Site Visit:** 9-10:30 AM & 2-3 PM; Friday; September 27th, 2024
**Purpose**: Assess Damage and Offer Recommendations for Repair
**Site Visit Attendees** Marcus Seaton; City of Clarkston Public Works Director
Larry Kaiser, P.E. #18726
**Site Assessment Findings**

The undersigned offers the following visual observations and potential cause of damages. **Exhibit A** provides a **Location Map** depicting the observed dam distresses:

1. On the southwest corner of the downstream embankment slope a "shallow slide" (also known as a slough) was observed. The damage visually appears as a depression on the slope of the embankment where the displaced soils have moved (slid) down the slope. The crest of the "slide" is located approximately 4 feet from the edge of the south side of Norman Road. Refer to Image A. This type of damage is likely associated due to one of the following conditions:
   (a) Saturated soils from the 6 inches of rain that occurred from September 25th to September 27th, resulted in a loss of strength of the embankment soils, in combination with an existing overly steep downstream embankment slope, or
   (b) The dam was breached with water overtopping the road and curb on the south side which resulted in erosion of the downstream embankment slope, or
   (c) Storm water runoff along the curb and gutter on the south side of Norman Road exceeded the height of the curb and transversed across the roadway shoulder to the embankment slope

The most likely cause of the "shallow slide" is scenario (a). The dam was not constructed in accordance with standard engineering or construction standards or specifications when it was built in 1926. As such the soils used in the construction of the earthen dam were not properly compacted. In addition, the downstream slope is at 1H:1V which is overly steep. Dam design

principals require that downstream slopes are a minimum of 2.5 (H):1 (V) (24 degrees) or flatter. The saturated soils from the rainfall event resulted in a loss of strength of the embankment soils; in combination with the steep of 1H:1V or a 45 degree slope, that resulted in the failure.

It should be noted that all the dam downstream stopes are approximately 1H:1V, and likely constructed in the same manner as the failed area, thus are prone to the same failure that is described herein. It was also observed that previous "sides" or sloughs have occurred in the past as evident by the use of stone rip rap and pieces of concrete used on the slope to mitigate/ repair these failures.

2. A 50 foot section of decorative safety fence, that runs parallel to the south side of the road and installed 20 + years ago to provide pedestrian safety for those walking on the roadway shoulder, was damaged when the embankment slope failed. Refer to Image F & F-1.
3. The crest of the failed slope is approximately 4 feet from the back of curb on the south side of the road. Without repairs to the slope, it would expected that the structural integrity of the roadway would be compromised regardless of any rainfall events. Refer to Image F & F-1.
4. Granite retaining wall at the base of the failed downstream slope on the southwest corner of the dam has been displaced and will require reconstruction. This likely occurred when the stream elevation during the stream event topped the wall and eroded the backfill embankment soils. Refer to Image B.
5. The eastern end of the retaining wall on the southeast side of the principal spillway stream channel has collapsed and requires repair. The stream elevation during the stream event washed out the retaining wall base and backfill soils resulting in the wall failure. See Image D
6. The entire retaining wall along the principal spillway stream channel has moved horizontally toward the stream channel. This retaining wall has the high likelihood of failure. See Image D-1 & D-2
7. The fence on the upstream embankment slope was been displaced horizontally and vertically in the direction of the lake. This fence movement is directly associated with settlement of the upstream embankment slope. See Image E & E-1.
8. Small depressions or holes was observed in the roadway shoulder between the crest of the upstream embankment slope and the edge of pavement. A probe rod was used to assist in determining the depth of the depression. Approximately depth of probe was 2 feet. Such depressions are an indication of slope instability. Refer to Image G.
9. Roadway emergency spillway flume has displaced exhibiting horizontal cracking in the concrete allowing water to undermine the flume, Adjoining granite and concrete retaining walls have detached likely due to displacement of the flume. Refer to Image C.
10. The west side of spillway stream channel embankment has eroded is currently within 2 feet of compromising the pier footing for the boardwalk. There is an elevated potential for undermining this footing if any significant rainfall events occur in the future

**Site Repair Recommendations**

The following are the recommendations to initiate corrective measures to the distressed areas identified above:

- Prepare a scope of work that articulates the required repairs with the understanding that such repairs will only be a temporary solution to the required long-term and holistic dam replacement tasks that will be necessary.
- Scope of work will require lane closures as repairs are undertaken
- Decision required on the options available for obtaining quotes for emergency repairs vs. advertising to-bid for 4 weeks. That decision will determine; (a) how to protect the slough that exists from rainfall events until a contractor is selected; and (b) the frequency and duration of inspections to monitor any changed site conditions
- Once the lake level lowers to its normal pool elevation, seek assistance from Public Works to mow all vegetation flush with the ground on the upstream slope embankment. CIS will then assess the condition on the upstream slope and report back to the City Manager.

**Recommendations After Remedial Repairs**

The undersigned recommends that City Council and Mayor move forward with directing CIS to prepare a scope of services for engineering services to prepare design and construction plans and all required EPD permitting necessary for various dam replacement options.

The SPLOST II approved project list includes $300,000 in FY 25 for engineering services for the Norman Road dam Replacement project. Preparing a scope of work and advertising for 4 weeks will allow staff to procure the services of an engineering firm by early 2025.

No construction funding has been allocated in the SPLOST II Bond program. Staff will need to present to the city manager and council various construction funding options as the engineering phase is ongoing.

**REPORT PREPARED BY**:

Collaborative Infrastructure Services

Lawrence Kaiser, PE; #18726

Lawrence K. Kaiser, PE

**ATTACHMENTS**: EXHIBIT A

IMAGES A-G

EXHIBIT A
DAM DISTRESS LOCATION MAP
CLARKSTON LAKES
(private)
Decorative safety fence movement detected. Fence alignment shifted with horizontal movement in the direction of the lake. Fence posts leaning - Image E
Holes/depressions on roadway shoulder near top of embankment slope - upstream - Image G
Norman Rd
Norman Rd (City Right-of-Way)
Decorative fence damaged when embankment soils became unstable - Image F
Streambank erosionv- Image H
Downstream slope - "shallow slide" - instability of embankment soils. Soils eroded by rainfall event - Image A
Granite retaining damaged - stream flow and elevation eroded foundation and soils behind wall resulting in wall instalbility - Image D
Granite retaining wall damaged from high water elevation in stream - Image B
Emergency spillway concrete flume damaged overtopping of Norman Road dam during rainfall event damaged flume and allowed water to penetrate under flume. Undermining of flume occurred. Granite retaining wall at flume damaged - Image C
N
100 ft
NORMAN ROAD DAM DAMAGE
HURRICANE HELENE - 9/25 TO 9/27/2024

# IMAGE A

# IMAGE B

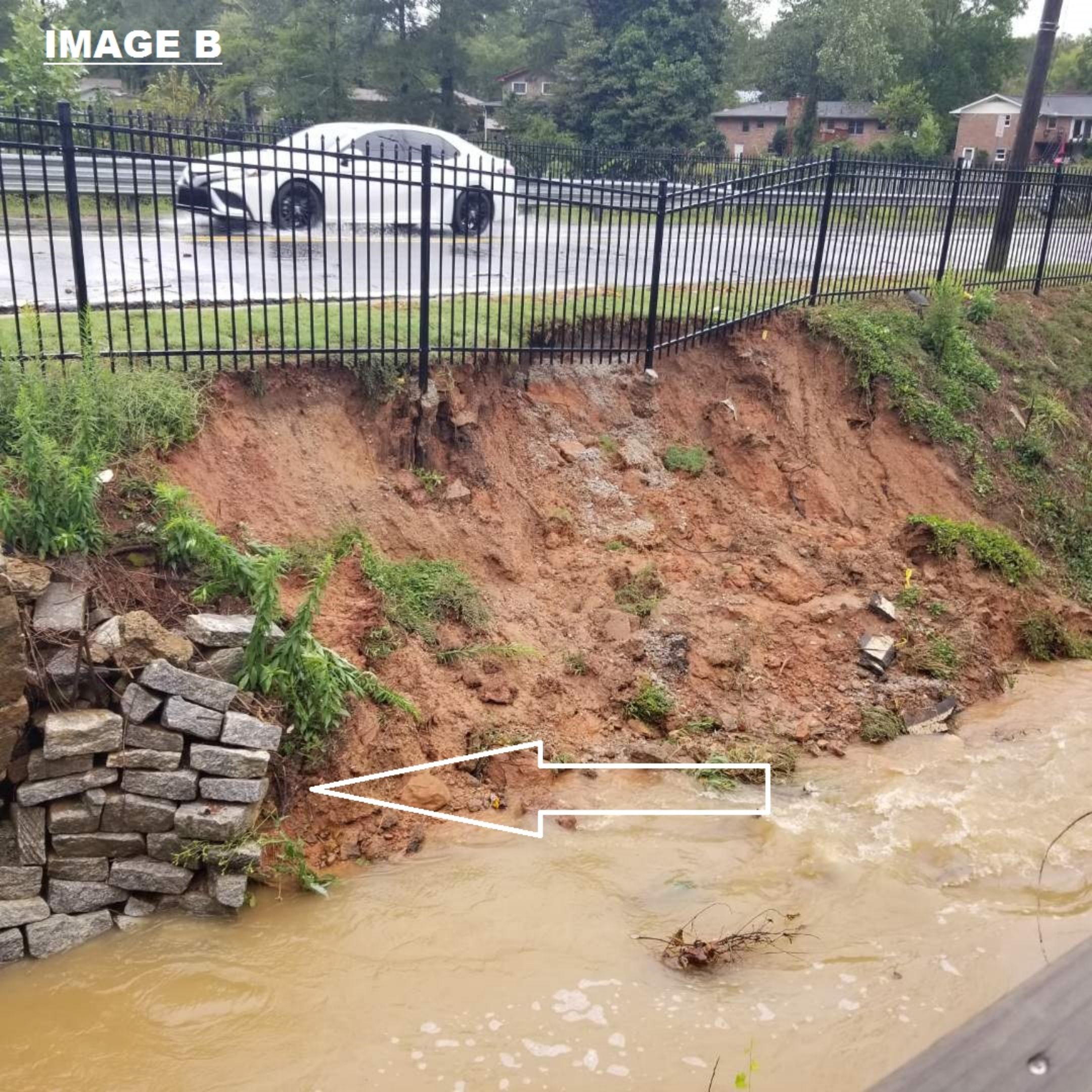
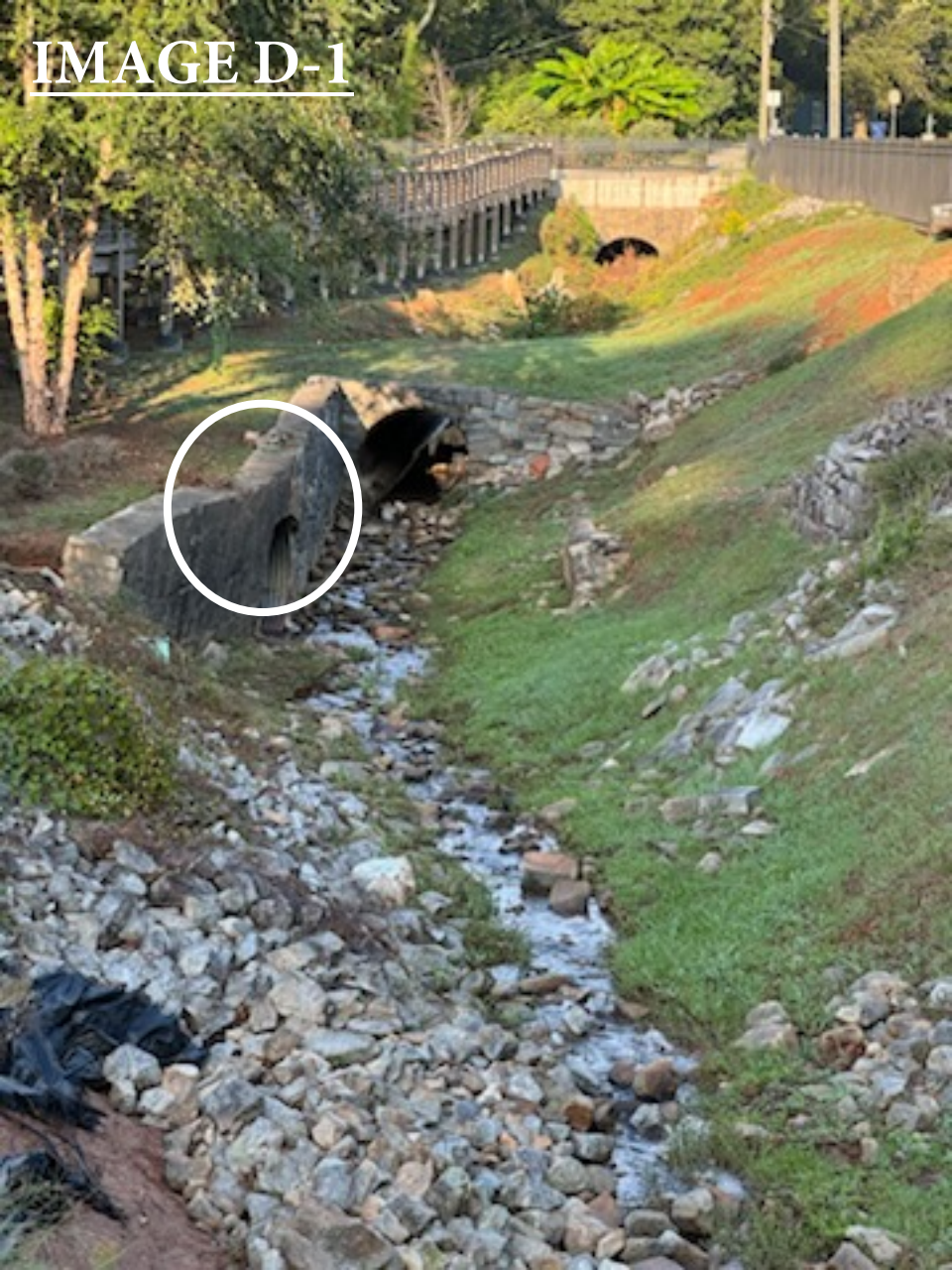


IMAGE C

**IMAGE C-1**

# IMAGE D

# IMAGE D-1



# IMAGE D-2

# IMAGE E

# IMAGE E-1

IMAGE F

**IMAGE F-1**

IMAGE G

**CITY OF CLARKSTON**

ITEM NO: 8D

**WORK SESSION/ CITY COUNCIL MEETING**

HEARING TYPE: Council Meeting

**AGENDA ITEM SUMMARY SHEET**

ACTION TYPE: Approval

**MEETING DATE: NOVEMBER 7, 2024**

**SUBJECT**: To authorize contracting services for repairs to Norman Road dam due to Hurricane Helene.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒YES ☐NO
Pages: 16

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

**PURPOSE:** To obtain approval for contractor services to repair Norman Road dam and associated infrastructure as outlined in the "Report of Findings - Hurricane Helene Impacts to Norman Road dam" dated September 30, 2024.

**NEED/ IMPACT**: Repairs are necessary to minimize further deterioration to the dam. Repairs are required to the Norman Road pavement, the partially collapsed decorative fence at the top of the downstream slope embankment, the stone retaining wall that has partially collapsed along the spillway downstream channel, the cracking/settlement of the roadway concrete flume and the "sloughing" of the downstream embankment slope. Further movement of soils on the downstream slope will result in negative impacts to the roadway while further compromising the core of the dam.

**RECOMMENDATION**: The City Engineer identified the safety deficiencies to the Norman Road dam as outlined in the "Report of Findings" and would recommend that the following steps occur to remediate the issues herein:

- Prepare scope of services to provide temporary repairs to the areas identified herein
- Forward the scope of services to Procurement to advertise to-bid
- Recommend the lowest and most qualified bidder and present to city council for approval before the end of the year
- Initiate repairs in January 2025 or sooner

The City Engineer estimates the cost of construction to be on the order of $125,000 to $150,000.

CITY OF CLARKSTON
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# 2024 CITY HOLIDAYS

**UNLESS OTHERWISE NOTED CITY OFFICES ARE CLOSED ON THE FOLLOWING DAYS**

| DATE | HOLIDAY |
|---|---|
| 1. MON, JAN 1 | NEW YEAR'S DAY |
| 2. MON, JAN 15 | MARTIN LUTHER KING JR. DAY |
| 3. MON, FEB 19 | PRESIDENTS' DAY |
| 4. FRI, MAR 29 | SPRING DAY |
| 5. MON, MAY 27 | MEMORIAL DAY |
| 6. WED, JUN 19 | JUNETEENTH CELEBRATION |
| 7. THURS, JULY 4 | INDEPENDENCE DAY |
| 8. MON, SEPT 2 | LABOR DAY |
| 9. MON, OCT 14 | INDIGENOUS PEOPLES' DAY |
| 10. TUES, NOV 5 | ELECTION DAY (HALF DAY) |
| 11. MON, NOV 11 | VETERANS DAY |
| 12. THU, NOV 28 | THANKSGIVING DAY |
| 13. FRI, NOV 29 | DAY AFTER THANKSGIVING |
| 14. WED, DEC 25 | CHRISTMAS DAY |

* THREE FLOATING HOLIDAYS FOR THIS CALENDAR YEAR, TO BE USED BY DEC. 31

***Approved 12/05/2023***

# CITY OF CLARKSTON

**ITEM NO:** 8F

## CITY COUNCIL WORK SESSION

**MEETING TYPE:** Council Meeting

## AGENDA ITEM SUMMARY SHEET

**ACTION TYPE:** Approval

## MEETING DATE: NOVEMBER 7, 2024

**SUBJECT:** To approve and approve the 2025 Holiday Schedule for the City of Clarkston.

**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 2025 Holiday Schedule for the City of Clarkston.

**NEED/IMPACT:**
Approval of the 2025 Holiday Calendar is necessary to ensure clear communication regarding office closures and employee holidays. This schedule aligns with federal holidays and provides employees with set days off, promoting a consistent work-life balance and helping with staff planning.

**RECOMMENDATION:**
Approve the following 2025 Holiday Calendar for City of Clarkston offices. City offices will be closed on the following dates:

| Date | Holiday |
|---|---|
| Wednesday, January 1 | New Year's Day |
| Monday, January 20 | Dr. Martin Luther King, Jr. Day |
| Monday, February 17 | Presidents' Birthday |
| Friday, April 18 | Spring Day |
| Monday, May 26 | Memorial Day |
| Thursday, June 19 | Juneteenth National Independence Day |
| Friday, July 4 | Independence Day |
| Monday, September 1 | Labor Day |
| Monday, October 13 | Indigenous Day |
| Tuesday, November 11 | Veterans Day |
| Thursday, November 27 | Thanksgiving Day |
| Friday, November 28 | Day after Thanksgiving |
| Thursday, December 25 | Christmas Day |

**Employees will also receive three (3) Floating Holidays for the 2025 calendar year, which must be used by December 31, 2025.**

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE THE ADOPTION OF A BUDGET PROPOSED BY THE CITY MANAGER CONTAINING ESTIMATES OF THE PROPOSED REVENUES AND EXPENDITURES OF THE CITY OF CLARKSTON, GEORGIA, AND TO PROVIDE FOR THE LEVY OF TAXES FOR EXPENSES OF SAID CITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025.

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

SECTION 1. That the proposed Fiscal Year 2025 Budget, attached hereto and incorporated herein as a part of this ordinance is hereby adopted as the Budget for the City of Clarkston, Georgia for Fiscal Year 2025, which begins January 1, 2025 and ends on December 31, 2025.

SECTION 2. That the several items of revenues, other financial resources, and source of cash shown in the budget for each fund in the amounts shown anticipated are hereby adopted, and that the several amounts shown in the budget for each fund as proposed expenditures or expenses and uses of cash are hereby appropriated to the departments named in each fund.

SECTION 3. That the “legal level of control” as defined in OCGA §36-81 is set at the departmental level, meaning that the City Manager in the capacity as Budget Officer is authorized to move appropriations from one line item to another within a department, but under circumstances may expenditures or expenses exceed the amount appropriated for a department without a further budget amendment approve by the Mayor and City Council.

SECTION 4. That all appropriations shall lapse at the end of the fiscal year.

SECTION 5. That this ordinance shall be and remain in full force and effect from and after its date of adoption.

SECTION 6. That for the said fiscal year 2025, there are no debt service expenses outstanding for bonds.

SECTION 7. All ordinances or parts of ordinance, inconsistent with this ordinance are hereby repealed.

ADOPTED this 7th day of November, 2024.

_____
Beverly H. Burks, Mayor

ATTEST:

_____
Tomika R. Mitchell, City Clerk

CITY OF CLARKSTON
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**CITY OF CLARKSTON**

ITEM NO: 9B

**WORK SESSION/ CITY COUNCIL MEETING**

HEARING TYPE: Council Meeting

**AGENDA ITEM SUMMARY SHEET**

ACTION TYPE: Approval

**MEETING DATE: NOVEMBER 7, 2024**

**SUBJECT**: To consider a resolution awarding a contract to AT&T for Internet and Phone services in the amount of $46,740.00 per year to be funded out of American Rescue Plan Act (ARPA), for one year and General, for four years, funding with an effective date on or after November 18, 2024, for a total period of five (5) years. There is also a one-time fee of $5,152 for the Network and Office@Hand set up.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒YES ☐NO
Pages:

INFORMATION CONTACT: Dan Defnall
Finance Director
PHONE NUMBER: 470-952-1824

**PURPOSE:** To consider a resolution awarding a contract to AT&T for internet and phone services in the amount of $46,740 per year to be funded out of American Rescue Plan Act (ARPA), for one year, and General, for four years, funding for a total period of five (5) years. There is also a one-time fee of $5,152 for the Network and Office@Hand set up.

**NEED/ IMPACT**: The City has the need for new and improved internet connectivity and phone services. We are currently experiencing frequent outages with the current internet service provider, which results in a large amount of downtime for staff. This affects the staff's ability to be responsive to residents, business owners, council and the general public.

This is a comprehensive solution tailored for the City, all conveniently billed through AT&T invoicing, by addressing our needs as follows:

**Network:** The locations at 3620 Montreal Creek Ct, 1055 Rowland Street, 3867 Norman Road, and 3913 Church Street will be interconnected using leased fiber known as ASEoD (AT&T Switched Ethernet on Demand). The head end at 736 Park North Blvd will provide internet connection for all buildings in this design. In the event of an outage, each building will have the capability to offload internet independently, ensuring redundancy across the sites.

**Managed Equipment:** Fatpipe will supply the equipment at each site to manage connectivity, establish firewall requirements, and network all sites together. This managed service will streamline the ticketing process for reporting any potential outages or requested changes in the future.

**Promotional Credits:** This order qualifies for two promotional offers. First, each site will receive a $1,000 credit by the third month, totaling $6,000, which will be credited on your internet invoice. Second, the Fatpipe onsite installation and configuration fee, valued at $5,000, will be waived immediately.

**Office@Hand:** Office@Hand will serve as the City's cloud-based phone solution, enabling quick implementation of office phones on a secure platform. Provided by AT&T, the phones and service are

designed to integrate seamlessly with the aforementioned network design. Please note that these devices need to be connected via Ethernet cable to establish a dial tone. This service is also eligible for promotions:

- **Offer 1:** Receive a $70 credit per phone, applied during the 3rd-5th billing cycles, totaling $1,330.
- **Offer 2:** Enjoy three months of free service, with the credit applied on the 4th bill, totaling $1,167.

**AT&T Phone for Business Advanced:** Will be utilized for your pool location. This service will connect separately from our main network over a 5G signal. This ensures that a call can be made at anytime or emergency event. The equipment utilized for this service is called the VAB-1 and has a battery built in for power outage scenarios.

**RECOMMENDATION**: Staff recommend vendor AT&T for approval to enter into a contract in the amount of $46,740.00 for this project and should be paid from the American Rescue Act Plan (ARPA), for one year, and General, for four years, funding for a total period of five (5) years as well as the $5152 one time fee for the Network and Office@Hand set up.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA APPROVING AN AGREEMENT BETWEEN THE CITY OF CLARKSTON AND AT&T FOR INTERNET AND PHONE SERVICES.

* * * * *

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

Section 1. That the City Council approves an agreement between the City of Clarkston and AT&T for internet and phone services in the amount of $46,740 annually, plus a one-time fee of $5,152 to be funded out of ARPA Funds for one year and the General Fund for four years, effective on or before November 18, 2024. A copy of said contract is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

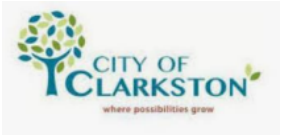
PASSED, APPROVED and RESOLVED this _____ day of _____ 2024.

_____
Beverly H. Burks, Mayor

ATTEST:

_____
Tomika R. Mitchell, City Clerk

EXHIBIT A




AT&T Business

AT&T Business Account Executive
Peter Rabadi
Phone: 224.200.6601
Email: pr958b@att.com

TrendCo: National Sales Director
Danielle Williamson
Phone: 954.584.2514
Email: dw7819@outlook.com

| Date: | Expires: |
|---|---|
| 9/5/2024 | 10/5/2024 |

| Network | Monthly Cost | One-Time Cost | QTY | Term | Total |
|---|---|---|---|---|---|
| 150MB DIA for Municipality 736 Park North Blvd | $ 720.00 | $ 150.00 | 1 | 36 | $ 720.00 |
| 100Mb ASEoD 736 Park North Blvd (Headend) | $ 440.02 | $ 150.00 | 1 | 60 | $ 440.02 |
| 50Mb ASEoD 3620 Montreal Creek Ct | $ 415.02 | $ 150.00 | 1 | 60 | $ 415.02 |
| 10Mb ASEoD 1055 Rowland Street | $ 320.00 | $ 150.00 | 1 | 60 | $ 320.00 |
| 10Mb ASEoD 3867 Norman Road | $ 320.00 | $ 150.00 | 1 | 60 | $ 320.00 |
| 10Mb ASEoD 3913 Church Street | $ 320.00 | $ 150.00 | 1 | 60 | $ 320.00 |
| FatPipe Equipment and Management | $ 835.00 | Install and Configuration Waived | | 60 | $ 835.00 |
| | | | **RATE PLAN TOTAL:** | | **$ 3,370.04** |
| Promotional Offer Available- See Design Details Below | | | **ONE-TIME COST:** | | **$ 900.00** |

| AT&T Office@Hand | Monthly Cost | One-Time Cost | Qty | Term | Total |
|---|---|---|---|---|---|
| AT&T Office@Hand Seat | $ 20.51 | $ - | 19 | 36 | $ 389.69 |
| Polytrio 8300 Conference | $ - | $ 548.00 | 3 | 36 | $ - |
| Yealink T43U | $ - | $ 163.00 | 16 | 36 | $ - |
| | | | **RATE PLAN TOTAL:** | | **$ 389.69** |
| Promotional Offer Available- See Design Details Below | | | **ONE-TIME COST:** | | **$ 4,252.00** |

| AT&T Phone for Business Advanced | Monthly Cost | One-Time Cost | Qty | Term | Total |
|---|---|---|---|---|---|
| Milam Park Pool Dedicated Phone Line | $ 60.00 | $ - | 1 | 36 | $ 60.00 |
| AT&T Wireless Broadband (AWB) | $ 75.00 | $ - | 1 | 36 | $ 75.00 |
| | | | **RATE PLAN TOTAL:** | | **$ 135.00** |

**Design Details**

Network- Offer 1: For each site in this design you will receive a $1000 account credit by month 3. Total $6000. Stackable with offer 2.
Network- Offer 2: FatPipe onsite installation and configuration waived. Total value $5000

Office@Hand Offer 1: Receive $70 credit against each phone. Credit impacts on the 3rd bill cycle. Total Credit $1330.00 Stackable with offer below.
Office@Hand Offer 2: 3 months free of service. Credit applies on 4th bill. Total $1167

| | | |
|---|---|---|
| **One-Time Cost After Promotional Credit** | **$** | **(3,345.00)** |
| **Monthly Recurring Charges** | **$** | **3,894.73** |

AT&T MA Reference No. eMSA UA III
AT&T PS Contract ID SDNPPARUMS

**AT&T SWITCHED ETHERNET℠ SERVICE (with NETWORK ON DEMAND)**
**PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

Please sign by 09/11/2024

| **Customer** | **AT&T** |
|---|---|
| CITY-CLARKSTON GA GOVERNMENT<br>Street Address: 1055 ROWLAND ST<br>City:CLARKSTON State/Province:GA<br>Zip Code: 30021-2626 Country: USA | AT&T Enterprises, LLC |
| **Customer Contact (for Notices)** | **AT&T Contact (for Notices)** |
| Name: TAMMI SADLER JONES<br>Title: Manager<br>Street Address: 736 PARK NORTH BLVD<br>City: CLARKSTON<br>State/Province: GA<br>Zip Code: 30021-1901<br>Country: USA<br>Telephone: (404) 292-9465<br>Email: kldixon@cityofclarkston.com | Name:<br>Street Address:<br>City: State/Province:<br>Zip Code: Country: USA<br>Telephone:<br>Email:<br>Sales/Branch Manager:<br>SCVP Name:<br>Sales Strata: : Sales Region:<br>**With a copy (for Notices) to:**<br>AT&T<br>208 S. Akard Street<br>Dallas, TX 75202<br>ATTN: Master Agreement Support Team<br>Email: mast@att.com |
| **AT&T Solution Provider or Representative Information (if applicable)** ☐ | |
| Name: Danielle Williamson Company Name: TrendCo Communications, Inc. (U)<br>Agent Street Address: 4431 SW 64th avenue City: Davie State: FL Zip Code: 33314 Country: USA<br>Telephone: 8882061962 Fax: Email: dw7819@outlook.com Agent Code: 41184 | |

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

| **Customer** (by its authorized representative) | **AT&T** (by its authorized representative) |
|---|---|
| By: | By: |
| Printed or Typed Name: | Printed or Typed Name: |
| Title: | Title: |
| Date: | Date: |

Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 1874338

| **For AT&T internal use only:** | Contract Ordering and Billing Number (CNUM): |
|---|---|

**AT&T SWITCHED ETHERNET℠ SERVICE (with NETWORK ON DEMAND)**
**PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

## 1. SERVICES

| Service | Service Publication Location |
|---|---|
| **AT&T Switched Ethernet Service℠** | https://cpr.att.com/pdf/commonEthServGuide.html |
| **AT&T Switched Ethernet Service℠ Third-Party Access (3PA)** | https://serviceguidenew.att.com/sg_flashPlayerPage/ASE3PA |
| **AT&T Switched Ethernet Service℠ (TCAL)** | https://serviceguidenew.att.com/sg_flashPlayerPage/ASE |
| **Network on Demand** | https://cpr.att.com/pdf/publications/NOD_Guide.pdf |
| **AT&T Inside Wiring** | https://cpr.att.com/pdf/publications/ASE_Inside_Wiring_Service_Guide_Attachment.pdf |
| **AT&T Entrance Facility Construction** | https://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf |
| **AT&T Managed Switched Ethernet on Demand℠** | http://serviceguidenew.att.com/sg_flashPlayerPage/AMSEOD |

## 2. PRICING SCHEDULE TERM, EFFECTIVE DATES

| | |
|---|---|
| **Pricing Schedule Term** | 60 months |
| **Start Date of Minimum Payment Period, per Service Component** | Later of the Effective Date or installation of the Service Component |
| **Rate Stabilization per Service Component** | Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of the Pricing Schedule Term |

## 3. MINIMUM PAYMENT PERIOD

| Service Components | Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges* | Minimum Payment Period per Service Component |
|---|---|---|
| All other Service Components | 50% plus any unpaid or waived non-recurring charges | 60 months |
| * Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period; refer to Network on Demand Guide for details. | | |

### 3.1. Minimum Payment Period – Calculation of Early Termination Charges

For services purchased through Network on Demand, the "Monthly Recurring Charge" used for the purposes of computing any applicable termination liability (early termination charges) under the relevant service publication or the customer's master agreement is determined as follows: (i) the total Monthly Recurring Charges payable for the terminated service for the three months prior to the date of termination (or such shorter period as the terminated service had been installed if terminated less than three months after installation), divided by (ii) the number of days in such period, times (iii) 30 days. The Minimum Payment Period for CIR, CoS, or CIR and CoS Packages are coterminous with the Minimum Payment Period of the associated Customer Port Connection; however, early termination charges are not incurred as a result of changes to CIR, CoS, or CIR and CoS Packages while the associated Customer Port Connection is still in service.

## 4. ADDS

AT&T Switched Ethernet Service Customer Port Connections may be purchased (where available using the Network on Demand process) during the Pricing Schedule Term at the rates, terms and conditions herein.

## 5. RATES and CHARGES

### 5.1. AT&T SWITCHED ETHERNET SERVICE – 21-State AT&T ILEC Footprint

**AT&T SWITCHED ETHERNET℠ SERVICE (with NETWORK ON DEMAND)**
**PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

### 5.1.1. Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Customer Port Connection MRC, the Committed Information Rate MRC, and any associated feature MRC(s).

### 5.1.2 Customer Port Connection MRC

| Customer Port Connection | | |
|---|---|---|
| **Port Type** | **Customer Port Connection Speed** | **60-month Term MRC** |
| **Basic Port** | **100 Mbps** | $189.76 |
| | **1 Gbps** | $189.76 |
| | **10 Gbps** | $1074.00 |
| **PPCoS Port** | **100 Mbps** | $189.75 |
| | **1 Gbps** | $189.75 |
| | **10 Gbps** | $1074.00 |

### 5.1.2.1. Bandwidth MRC

| Bandwidth MRC – 60-month CIR | | | | | |
|---|---|---|---|---|---|
| | Class of Service (CoS) | | | | |
| **Committed Information Rate (CIR)** | **Non Critical High** | **Business Critical Medium** | **Business Critical High** | **Interactive** | **Real Time** |
| **2 Mbps** | $130.74 | $135.24 | $162.29 | $191.59 | $207.37 |
| **4 Mbps** | $155.66 | $160.23 | $187.70 | $212.88 | $228.90 |
| **5 Mbps** | $169.30 | $177.17 | $196.85 | $216.54 | $232.29 |
| **8 Mbps** | $185.72 | $192.72 | $208.49 | $222.51 | $238.28 |
| **10 Mbps** | $105.25 | $110.25 | $135.26 | $160.25 | $175.26 |
| **20 Mbps** | $120.24 | $130.24 | $155.25 | $175.26 | $190.25 |
| **50 Mbps** | $215.26 | $225.26 | $250.26 | $275.26 | $300.27 |
| **100 Mbps** | $235.26 | $250.26 | $275.24 | $295.24 | $320.25 |
| **150 Mbps** | $435.84 | $457.47 | $478.43 | $499.05 | $535.65 |
| **250 Mbps** | $435.25 | $455.26 | $520.25 | $580.24 | $625.28 |
| **400 Mbps** | $545.27 | $572.78 | $637.50 | $702.22 | $753.99 |
| **500 Mbps** | $565.26 | $595.25 | $650.23 | $710.24 | $760.29 |
| **600 Mbps** | $669.92 | $703.10 | $777.36 | $829.50 | $887.96 |
| **1000 Mbps** | $565.26 | $595.23 | $650.26 | $710.29 | $760.22 |
| **2000 Mbps** | $236.03 | $251.02 | $300.97 | $351.02 | $401.01 |
| **2500 Mbps** | $792.70 | $823.50 | $846.05 | $868.60 | $917.00 |
| **4000 Mbps** | $942.00 | $981.52 | $1009.18 | $1036.86 | $1100.10 |
| **5000 Mbps** | $655.97 | $675.99 | $750.95 | $800.96 | $900.94 |
| **7500 Mbps** | $1660.97 | $1738.34 | $1792.49 | $1846.65 | $1970.44 |
| **9500 Mbps** | $2195.53 | $2301.03 | $2374.88 | $2448.74 | $2617.53 |
| **10000 Mbps** | $1575.89 | $1626.11 | $1775.96 | $1876.04 | $2026.10 |

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**5.1.2.2. Bandwidth MRC for 100 Mbps**

| Bandwidth MRC - 60-month CIR (for 100 Mbps Customer Port Connections) | | | | |
|---|---|---|---|---|
| | Per Packet Class of Service (PPCoS) | | | |
| Committed Information Rate (CIR) | Business Data | Critical Data | Multimedia Standard | Multimedia High |
| 2 Mbps | $130.73 | $135.24 | $191.59 | $207.37 |
| 4 Mbps | $155.65 | $160.23 | $212.88 | $228.90 |
| 5 Mbps | $169.29 | $177.17 | $216.54 | $232.28 |
| 8 Mbps | $185.71 | $192.72 | $222.50 | $238.27 |
| 10 Mbps | $195.24 | $204.69 | $267.67 | $286.56 |
| 20 Mbps | $220.50 | $230.76 | $282.04 | $302.55 |
| 50 Mbps | $258.82 | $270.70 | $323.52 | $348.61 |
| 100 Mbps | $307.00 | $323.16 | $377.02 | $403.95 |

**5.1.2.3. Bandwidth MRC for 1 Gbps**

| Bandwidth MRC - 60-month CIR (for 1 Gbps Customer Port Connections) | | | | |
|---|---|---|---|---|
| | Per Packet Class of Service (PPCoS) | | | |
| Committed Information Rate (CIR) | Business Data | Critical Data | Multimedia Standard | Multimedia High |
| 2 Mbps | $130.73 | $135.24 | $191.59 | $207.37 |
| 4 Mbps | $155.65 | $160.23 | $212.88 | $228.90 |
| 5 Mbps | $169.29 | $177.17 | $216.54 | $232.28 |
| 8 Mbps | $185.71 | $192.72 | $222.50 | $238.27 |
| 10 Mbps | $195.24 | $204.69 | $267.67 | $286.56 |
| 20 Mbps | $220.50 | $230.76 | $282.04 | $302.55 |
| 50 Mbps | $258.82 | $270.70 | $323.52 | $348.61 |
| 100 Mbps | $307.00 | $323.16 | $377.02 | $403.95 |
| 150 Mbps | $435.84 | $457.46 | $499.05 | $535.65 |
| 250 Mbps | $493.65 | $518.33 | $649.97 | $697.69 |
| 400 Mbps | $545.27 | $572.77 | $702.21 | $753.99 |
| 500 Mbps | $579.92 | $608.76 | $736.92 | $791.39 |
| 600 Mbps | $669.92 | $703.10 | $829.50 | $887.96 |
| 1000 Mbps | $769.06 | $808.29 | $933.85 | $1001.34 |

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#### 5.1.2.4. Bandwidth MRC for 10 Gbps

| Bandwidth MRC - 60-month CIR (for 10 Gbps Customer Port Connections) | | | | |
|---|---|---|---|---|
| | Per Packet Class of Service (PPCoS) | | | |
| Committed Information Rate (CIR) | Business Data | Critical Data | Multimedia Standard | Multimedia High |
| 1000 Mbps | $769.06 | $808.29 | $933.85 | $1001.34 |
| 2000 Mbps | $592.74 | $613.88 | $643.84 | $675.55 |
| 2500 Mbps | $792.70 | $823.50 | $868.60 | $917.00 |
| 4000 Mbps | $942.00 | $981.52 | $1036.86 | $1100.10 |
| 5000 Mbps | $1105.63 | $1153.77 | $1221.16 | $1298.18 |
| 7500 Mbps | $1660.97 | $1738.34 | $1846.65 | $1970.44 |
| 9500 Mbps | $2195.53 | $2301.03 | $2448.74 | $2617.53 |
| 10000 Mbps | $2275.33 | $2385.03 | $2538.61 | $2714.14 |

#### 5.1.2.5. Feature MRC

| Feature | MRC |
|---|---|
| Enhanced Multicast | $70.00 |

### 5.1.3. Non Recurring Charges (NRCs)

Standard Non-Recurring Charges (NRCs) for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

### 5.1.4. Additional Charges

Charges for additional Service options may apply per Service Publication. Charges for special construction, if needed, may also apply.

## 5.2. AT&T SWITCHED ETHERNET℠ SERVICE THIRD PARTY ACCESS (3PA) - Outside 21-State AT&T ILEC Footprint

### 5.2.1. Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRC) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Third-Party Access connection, local mileage MRC, the bandwidth MRC, and any associated feature MRC(s). Availability, Price Group and Access Mileage Group associated with Third-Party Access are subject to change, based on the availability and pricing of access connections from the third-party providers. The Price Group and Access Mileage Group applicable to each Customer location are determined at the time of Customer's order.

#### 5.2.1.1. Third-Party Local Switched Access Connection MRC

| 60-month Term - Third-Party Local Switched Access Connection MRC Price Group 1 - 7 | | | | | | | |
|---|---|---|---|---|---|---|---|
| Port Connection Speed | Price Groups | | | | | | |
| | Price Group 1 | Price Group 2 | Price Group 3 | Price Group 4 | Price Group 5 | Price Group 6 | Price Group 7 |
| 2 Mbps | $231.29 | $231.29 | $446.27 | $270.06 | $287.63 | $270.06 | $270.06 |
| 4 Mbps | $244.29 | $244.29 | $469.17 | $293.02 | $293.02 | $263.64 | $263.64 |
| 5 Mbps | $273.79 | $273.79 | $480.80 | $304.69 | $304.69 | $304.69 | $480.81 |
| 8 Mbps | $316.29 | $316.29 | $619.65 | $319.80 | $347.30 | $386.46 | $386.46 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **10 Mbps** | $345.29 | $345.29 | $615.67 | $264.70 | $343.32 | $264.70 | $615.67 |
| **20 Mbps** | $402.29 | $402.29 | $624.66 | $305.98 | $386.01 | $305.98 | $624.66 |
| **50 Mbps** | $505.96 | $505.96 | $823.57 | $363.10 | $502.08 | $363.10 | $823.57 |
| **100 Mbps** | $744.67 | $744.67 | $942.20 | $439.62 | $594.04 | $439.62 | $942.20 |
| **150 Mbps** | $880.00 | $880.00 | $1267.86 | $497.13 | $821.43 | $616.46 | $616.46 |
| **250 Mbps** | $1021.52 | $1021.52 | $1228.66 | $457.93 | $782.22 | $687.48 | $687.48 |
| **400 Mbps** | $1124.00 | $1124.00 | $1372.94 | $517.98 | $703.30 | $589.58 | $1488.06 |
| **500 Mbps** | $1166.66 | $1166.66 | $1448.86 | $550.38 | $723.05 | $550.38 | $1448.86 |
| **600 Mbps** | $1300.00 | $1300.00 | $1428.38 | $730.65 | $730.65 | $730.65 | $1428.38 |
| **1000 Mbps** | $1311.00 | $1311.00 | $1446.59 | $611.28 | $739.04 | $667.44 | $1446.59 |
| Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations. | | | | | | | |

| **60-month Term - Third-Party Local Switched Access Connection MRC Price Group 8 - 14** | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Port Connection Speed** | **Price Groups** | | | | | | |
| | **Price Group 8** | **Price Group 9** | **Price Group 10** | **Price Group 11** | **Price Group 12** | **Price Group 13** | **Price Group 14** |
| **2 Mbps** | $520.76 | $304.69 | $446.27 | $429.42 | $270.06 | $642.55 | $340.97 |
| **4 Mbps** | $520.76 | $304.69 | $469.17 | $427.05 | $293.02 | $642.55 | $356.86 |
| **5 Mbps** | $520.76 | $304.69 | $483.80 | $424.65 | $304.69 | $642.55 | $362.88 |
| **8 Mbps** | $525.95 | $270.68 | $619.65 | $563.50 | $319.80 | $770.35 | $389.41 |
| **10 Mbps** | $525.95 | $270.68 | $621.65 | $559.51 | $278.74 | $770.35 | $455.63 |
| **20 Mbps** | $677.69 | $317.95 | $636.62 | $762.24 | $460.41 | $898.15 | $605.01 |
| **50 Mbps** | $776.02 | $393.01 | $853.48 | $924.65 | $573.68 | $1093.40 | $927.46 |
| **100 Mbps** | $1093.80 | $499.45 | $1002.04 | $1071.36 | $790.59 | $1299.30 | $1020.82 |
| **150 Mbps** | $1243.15 | $828.91 | $1267.86 | $1514.94 | $1023.58 | $1686.25 | $1040.43 |
| **250 Mbps** | $1433.85 | $828.91 | $1228.66 | $1475.74 | $984.38 | $1686.25 | $1136.00 |
| **400 Mbps** | $1676.57 | $828.91 | $1727.39 | $1747.78 | $1186.23 | $1945.40 | $1146.92 |
| **500 Mbps** | $1823.26 | $849.54 | $1748.02 | $1708.57 | $1147.02 | $1945.40 | $1152.64 |
| **600 Mbps** | $2025.06 | $1089.65 | $1787.37 | $1909.90 | $1348.35 | $2204.55 | $1104.08 |
| **1000 Mbps** | $2706.06 | $1265.78 | $2044.93 | $1790.54 | $1228.99 | $2595.05 | $1111.06 |
| Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations. | | | | | | | |

| **60-month Term - Third-Party Local Switched Access Connection MRC Price Group 15 - 21** | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Port Connection Speed** | **Price Groups** | | | | | | |
| | **Price Group 15** | **Price Group 16** | **Price Group 17** | **Price Group 18** | **Price Group 19** | **Price Group 20** | **Price Group 21** |
| **2 Mbps** | $567.04 | $254.09 | $304.69 | $270.06 | $378.25 | $270.06 | $270.06 |
| **4 Mbps** | $567.04 | $268.37 | $304.69 | $293.02 | $378.25 | $293.02 | $293.02 |
| **5 Mbps** | $567.04 | $300.78 | $304.69 | $236.07 | $378.25 | $304.69 | $309.88 |
| **8 Mbps** | $708.12 | $347.47 | $452.88 | $319.80 | $392.36 | $319.80 | $377.24 |
| **10 Mbps** | $708.12 | $379.33 | $452.88 | $264.70 | $392.36 | $336.67 | $508.37 |
| **20 Mbps** | $756.22 | $441.96 | $743.09 | $305.98 | $461.71 | $396.54 | $597.05 |
| **50 Mbps** | $839.42 | $555.84 | $1408.18 | $363.10 | $636.73 | $537.93 | $878.04 |
| **100 Mbps** | $957.04 | $818.09 | $1835.50 | $439.62 | $766.55 | $635.50 | $1018.18 |
| **150 Mbps** | $1276.48 | $966.76 | $2506.14 | $497.13 | $818.30 | $727.23 | $1031.86 |
| **250 Mbps** | $1276.48 | $1122.23 | $3881.44 | $457.93 | $818.30 | $718.21 | $1067.24 |
| **400 Mbps** | $1276.48 | $1234.82 | $3881.44 | $589.58 | $818.30 | $661.17 | $1058.60 |
| **500 Mbps** | $1417.78 | $1281.69 | $4339.89 | $550.38 | $818.30 | $637.12 | $1051.12 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **600 Mbps** | $1455.65 | $1428.17 | $6063.51 | $730.65 | $1162.71 | $651.14 | $1069.35 |
| **1000 Mbps** | $1622.07 | $1440.25 | $6063.51 | $667.44 | $1162.71 | $757.78 | $1341.80 |
| Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations. | | | | | | | |

| **60-month Term - Third-Party Local Switched Access Connection MRC Price Group 22 - 28** | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Port Connection Speed** | **Price Groups** | | | | | | |
| | **Price Group 22** | **Price Group 23** | **Price Group 24** | **Price Group 25** | **Price Group 26** | **Price Group 27** | **Price Group 28** |
| **2 Mbps** | $270.06 | $249.57 | $218.40 | $218.40 | $249.57 | $270.06 | $249.57 |
| **4 Mbps** | $293.02 | $263.64 | $300.30 | $300.30 | $263.64 | $263.64 | $294.99 |
| **5 Mbps** | $304.69 | $290.73 | $323.70 | $323.70 | $290.73 | $236.07 | $343.03 |
| **8 Mbps** | $319.80 | $359.81 | $370.50 | $370.50 | $257.56 | $386.46 | $386.46 |
| **10 Mbps** | $313.09 | $385.63 | $390.00 | $390.00 | $257.56 | $236.07 | $389.62 |
| **20 Mbps** | $379.91 | $751.42 | $460.20 | $460.20 | $304.43 | $255.15 | $537.38 |
| **50 Mbps** | $470.33 | $974.78 | $612.30 | $612.30 | $490.63 | $300.24 | $615.30 |
| **100 Mbps** | $558.00 | $1578.76 | $834.60 | $834.60 | $633.05 | $356.21 | $635.91 |
| **150 Mbps** | $617.07 | $3635.69 | $975.00 | $975.00 | $640.01 | $616.46 | $812.39 |
| **250 Mbps** | $653.65 | $5129.95 | $1119.30 | $1119.30 | $687.48 | $687.48 | $1015.40 |
| **400 Mbps** | $643.49 | $5129.95 | $1271.40 | $1271.40 | $687.48 | $458.97 | $1015.40 |
| **500 Mbps** | $624.49 | $5791.87 | $1357.20 | $1357.20 | $703.01 | $470.83 | $1015.40 |
| **600 Mbps** | $601.74 | $6532.00 | $1501.50 | $1501.50 | $692.33 | $466.82 | $919.64 |
| **1000 Mbps** | $577.53 | $7206.50 | $1817.40 | $1817.40 | $779.25 | $527.00 | $919.64 |
| Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations. | | | | | | | |

| **60-month Term - Third-Party Local Switched Access Connection MRC Price Group 29 - 30** | | |
|---|---|---|
| **Port Connection Speed** | **Price Groups** | |
| | **Price Group 29** | **Price Group 30** |
| **2 Mbps** | $403.00 | $756.07 |
| **4 Mbps** | $437.36 | $833.54 |
| **5 Mbps** | $440.00 | $897.87 |
| **8 Mbps** | $445.00 | $1009.83 |
| **10 Mbps** | $450.00 | $1134.86 |
| **20 Mbps** | $550.00 | $1390.09 |
| **50 Mbps** | $707.08 | $1699.89 |
| **100 Mbps** | $899.73 | $2164.20 |
| **150 Mbps** | $982.06 | $2500.00 |
| **250 Mbps** | $1200.00 | $3384.11 |
| **400 Mbps** | $1369.24 | $3600.00 |
| **500 Mbps** | $1403.09 | $4030.63 |
| **600 Mbps** | $1800.00 | $5500.00 |
| **1000 Mbps** | $1999.00 | $5636.21 |
| Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations. | | |

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**5.2.1.2. Third-Party Local Switched Access Mileage MRC**

| 60-month Term - Third Party Local Switched Access Mileage MRCs Price Groups | | | | |
|---|---|---|---|---|
| Port Connection Speed | Mileage A | | Mileage B | |
| | Fixed | Per Mile | Fixed | Per Mile |
| 2 Mbps - 1000 Mbps | N/A | $110.05 | N/A | $110.05 |
| Applicability of mileage will be determined during address qualification. | | | | |

**5.2.1.3. Third-Party Local Dedicated Access Connection MRC**

| 60-month Term - Third_Party Local Dedicated Access Connection MRC Price Groups 1 - 7 | | | | | | | |
|---|---|---|---|---|---|---|---|
| Port Connection Speed | Price Groups | | | | | | |
| | Price Group 1 | Price Group 2 | Price Group 3 | Price Group 4 | Price Group 5 | Price Group 6 | Price Group 7 |
| 2 Mbps - 50 Mbps | $315.00 | $885.00 | $885.00 | $1200.00 | $1650.00 | $2050.00 | $2450.00 |
| >50 Mbps - 100 Mbps | $420.00 | $1320.00 | $1320.00 | $1500.00 | $3000.00 | $4000.00 | $6550.00 |
| >100 Mbps - 250 Mbps | $420.00 | $1320.00 | $1320.00 | $1500.00 | $3000.00 | $4000.00 | $6550.00 |
| >250 Mbps - 500 Mbps | $478.80 | $1800.00 | $1800.00 | $2750.00 | $3500.00 | $4600.00 | $7000.00 |
| >500 Mbps - 600 Mbps | $630.00 | $3098.00 | $3098.00 | $4500.00 | $5650.00 | $7200.00 | $7800.00 |
| 1000 Mbps | $120.70 | $3438.00 | $1980.90 | $5500.00 | $6958.33 | $9250.00 | $9576.44 |
| Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations. | | | | | | | |

**5.2.1.4. Third-Party Local Dedicated Access Mileage MRC**

| 60-month Term - Third-Party Local Dedicated Access Mileage MRC Price Groups | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Port Connection Speed | Mileage A | | Mileage B | | Mileage C | | Mileage D | |
| | Fixed | Per Mile | Fixed | Per Mile | Fixed | Per Mile | Fixed | Per Mile |
| 2 Mbps - 50 Mbps | $189.85 | $6.75 | N/A | N/A | $315.95 | $29.11 | $315.95 | $29.11 |
| >50 Mbps - 100 Mbps | $277.97 | $9.02 | N/A | N/A | $397.60 | $36.21 | $397.60 | $36.21 |
| >100 Mbps - 250 Mbps | $277.97 | $11.29 | N/A | N/A | $397.60 | $51.12 | $397.60 | $51.12 |
| >250 Mbps - 500 Mbps | $518.66 | $16.97 | N/A | N/A | $727.75 | $94.43 | $727.75 | $94.43 |
| >500 Mbps - 600 Mbps | $822.61 | $24.85 | N/A | N/A | $1121.80 | $203.06 | $1121.80 | $203.06 |
| 1000 Mbps | $1296.11 | $35.00 | $202.35 | $102.95 | $2403.35 | $348.61 | $2403.35 | $348.61 |
| Applicability of mileage will be determined during address qualification.<br>Mileage charged may be fixed only, per mile only or both and will be determined by the Third-Party location | | | | | | | | |

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| 60-month Term - Third-Party Local Dedicated Access Mileage MRC Price Groups | | | | | | |
|---|---|---|---|---|---|---|
| Port Connection Speed | Mileage E | | Mileage F | | Mileage G | |
| | Fixed | Per Mile | Fixed | Per Mile | Fixed | Per Mile |
| 2 Mbps - 50 Mbps | N/A | $61.77 | N/A | N/A | N/A | N/A |
| >50 Mbps - 100 Mbps | N/A | $66.74 | N/A | N/A | N/A | N/A |
| >100 Mbps - 250 Mbps | N/A | $69.58 | N/A | N/A | N/A | N/A |
| >250 Mbps - 500 Mbps | N/A | $98.69 | N/A | N/A | N/A | N/A |
| >500 Mbps - 600 Mbps | N/A | $139.87 | N/A | N/A | N/A | N/A |
| 1000 Mbps | N/A | $155.49 | N/A | N/A | N/A | N/A |
| Applicability of mileage will be determined during address qualification.<br>Mileage charged may be fixed only, per mile only or both and will be determined by the Third-Party location | | | | | | |

**5.2.1.5. Third-Party Bandwidth MRC**

| Third-Party Bandwidth MRC — 60-month CIR | | | | | |
|---|---|---|---|---|---|
| Committed Information Rate (CIR) | Class of Service (CoS) | | | | |
| | Non Critical High | Business Critical Medium | Business Critical High | Interactive | Real Time |
| 2 Mbps | $50.42 | $51.98 | $54.58 | $57.17 | $59.78 |
| 4 Mbps | $52.38 | $54.00 | $56.70 | $59.40 | $62.10 |
| 5 Mbps | $54.35 | $56.03 | $58.83 | $61.63 | $64.43 |
| 8 Mbps | $55.66 | $57.38 | $60.25 | $63.11 | $65.99 |
| 10 Mbps | $58.93 | $60.75 | $63.79 | $66.83 | $69.86 |
| 20 Mbps | $65.48 | $67.50 | $70.88 | $74.25 | $77.63 |
| 50 Mbps | $104.76 | $108.00 | $113.40 | $118.80 | $124.20 |
| 100 Mbps | $157.14 | $162.00 | $170.10 | $178.20 | $186.30 |
| 150 Mbps | $196.43 | $202.50 | $212.63 | $222.75 | $232.88 |
| 250 Mbps | $229.16 | $236.25 | $248.06 | $259.88 | $271.69 |
| 400 Mbps | $294.64 | $303.75 | $318.94 | $334.13 | $349.31 |
| 500 Mbps | $327.38 | $337.50 | $354.38 | $371.25 | $388.13 |
| 600 Mbps | $392.85 | $405.00 | $425.25 | $445.50 | $465.75 |
| 1000 Mbps | $491.06 | $506.25 | $531.56 | $556.88 | $582.19 |

**5.2.2. Additional Charges**

Charges for associated features or additional Service options may apply per Service Publication.

**AT&T SWITCHED ETHERNET[SM] SERVICE (with NETWORK ON DEMAND)**
**PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

### 5.3. AT&T MANAGED SWITCHED ETHERNET ON DEMAND

#### 5.3.1. Monthly Recurring Charges (MRCs)

### 6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

#### 6.1. Special Conditions for 10 Gbps Customer Port Connections

With respect to 10 Gbps Ports, Customer may use the Business Center Portal to order such Ports, to request and schedule changes to the CIR (subject to the port configurations shown in Attachment A, Table 2) or CoS of such Ports, or to establish or change EVCs associated with such Ports. Real Time Class of Service is not available for EVCs exceeding 1000 Mbps. EVCs exceeding 1000 Mbps are subject to network availability.

**End of Document**

AT&T MA Reference No. eMSA UA III
AT&T PS Contract ID MIS14745816

**AT&T DEDICATED INTERNET**
**PRICING SCHEDULE**

| **Customer** | **AT&T** |
|---|---|
| CITY-CLARKSTON GA GOVERNMENT<br><br>Street Address: 736 PARK NORTH BLVD<br>City: CLARKSTON State/Province: GA<br>Zip Code: 30021-1901 Country: US | AT&T Enterprises, LLC |
| **Customer Contact (for Notices)** | **AT&T Contact (for Notices)** |
| Name: TAMMI SADLER JONES<br>Title: Manager<br>Street Address: 1055 ROWLAND ST<br>City: CLARKSTON<br>State/Province: GA<br>Zip Code: 30021-2626<br>Country: US<br>Telephone: 6784099683<br><br>Email: kldixon@cityofclarkston.com | Name:<br>Street Address:<br>City: State/Province:<br>Zip Code: Country:<br>Telephone:<br>Email:<br>Sales/Branch Manager:<br>SCVP Name:<br>Sales Strata: Sales Region:<br>**With a copy (for Notices) to:**<br>AT&T<br>208 S. Akard Street<br>Dallas, TX 75202<br>ATTN: Master Agreement Support Team<br>Email: mast@att.com |
| **AT&T Solution Provider or Representative Information (if applicable)** ☒ | |
| Name: Danielle Williamson Company Name: TrendCo Communications, Inc. (U)<br>Agent Street Address: 4431 SW 64th avenue City: Davie State: FL Zip Code: 33314 Country: US<br>Telephone: 8882061962 Fax: Email: dw7819@outlook.com Agent Code: 41184 | |

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

| **Customer**<br>(by its authorized representative) | **AT&T**<br>(by its authorized representative) |
|---|---|
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 1874139

AT&T MA Reference No. eMSA UA III
AT&T PS Contract ID MIS14745816

**AT&T DEDICATED INTERNET**
**PRICING SCHEDULE**

## 1. SERVICES

| Service | Service Publication Location |
|---|---|
| AT&T Dedicated Internet (ADI)<br>- ADI Express | http://serviceguidenew.att.com/sg_flashPlayerPage/MIS |
| AT&T Wi-Fi Services<br>- AT&T Business Wi-Fi (ABW) | http://serviceguidenew.att.com/sg_flashPlayerPage/AWS |

## 2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

| | |
|---|---|
| **Pricing Schedule Term** | 36 months |
| **Pricing Schedule Term Start Date** | Effective Date of this Pricing Schedule |
| **Effective Date of Rates and Discounts** | Effective Date of this Pricing Schedule |

## 3. MINIMUM PAYMENT PERIOD

| Service Components | Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period | Minimum Payment Period per Service Component |
|---|---|---|
| All Service Components | 50% | Longer of 12 months or until the end of the Pricing Schedule Term |

## 4. ADDITIONAL TERMS AND CONDITIONS FOR AT&T BUSINESS WI-FI WITH CISCO MERAKI

### 4.1. Service Interference

In no event is AT&T responsible for interference or service degradation caused by or to third-party Wi-Fi services at the Sites.

### 4.2. Disclaimer of Warranty

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE AT&T BUSINESS WI-FI WITH CISCO MERAKI IS PROVIDED ON AN "AS-IS" BASIS, AND AT&T SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, AND SERVICE OR PERFORMANCE GUARANTEES OR LEVELS, EXPRESS OR IMPLIED, REGARDING THE AT&T BUSINESS WI-FI WITH CISCO MERAKI, THE ACCURACY OF ANY CONTENT PROVIDED BY AT&T FOR DISPLAY IN CONNECTION WITH THE AT&T BUSINESS WI-FI WITH CISCO MERAKI, OR THE RESULTS OBTAINED FROM ANY WEBSITE ACCESSED USING THE AT&T BUSINESS WI-FI WITH CISCO MERAKI. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT THE AT&T BUSINESS WI-FI WITH CISCO MERAKI WILL PROVIDE ACCESS TO THE INTERNET WITHOUT INTERRUPTION.

### 4.3. Indemnification

AT&T HAS NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS CUSTOMER FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON THE SERVICES, SOFTWARE, OR EQUIPMENT PURCHASED OR FURNISHED PURSUANT TO THIS PRICING SCHEDULE.

### 4.4. Sites and Equipment

Customer has provided a preliminary Site list and AT&T has projected the Equipment that will be used. AT&T may modify this preliminary list based on the results of the AT&T Site Survey, Service Component inventory, and system design. AT&T will notify Customer of any modifications. If Customer does not agree to the modifications, AT&T may refuse to provision Service at the applicable Site. Within thirty (30) days of receipt of notice

from AT&T describing the necessary modifications, Customer may terminate Service only at the applicable Site only, subject to payment of applicable termination charges. No other Sites are affected by this termination.

**4.5. Intellectual Property**

AT&T grants Customer a limited, non-exclusive, non-transferable license to use the Service during the Term solely in connection with the receipt of the Service. All rights, title and interest in and to intellectual property relating to the Service, including any changes, modifications, alterations, or improvements made by AT&T during the Term, are owned by AT&T, its Affiliates, or AT&T's licensors, suppliers, subcontractors or vendors. Customer's possession, access, or use of any part of the Service does not transfer any ownership rights in the same or any intellectual property rights from AT&T, its Affiliates or AT&T's licensors, suppliers, subcontractors or vendors to Customer.

**4.6. Privacy Terms and Conditions**

**4.6.1.** Customer represents and warrants that it has appropriate rights to provide End User data (which may include Customer Personal Data) to AT&T in connection with the Service. Customer expressly grants AT&T permission to access information contained in application layer 7 for the sole purpose of managing the performance of the Wi-Fi network. From time to time AT&T will perform real time packet capture to analyze and troubleshoot network issues and Customer grants AT&T permission to perform such operations for short intervals as necessary for network management purposes.

**4.6.2.** AT&T agrees that, in performing the network management function, it will:

- Use or monitor End User data shared with AT&T only for network management purposes and for providing metrics reports, consistent with the AT&T Privacy Policy; and
- Establish data retention protocols, so that AT&T retains data shared with it for as long as reasonably necessary for network management purposes.

**4.6.3.** Customer agrees that in connection with the network management function, it will:

- Use or monitor End User data made available through the network management function of the Service only for network management purposes, unless it secures additional consent from End Users, or has another lawful basis for processing the data. Purposes beyond the network management function include, but are not limited to, marketing, advertising, and the examination of content and communications;
- Obtain and maintain any and all legally required employee or End User consents, or establish other lawful bases, for the processing or use of End User data. (AT&T can provide an example of the legally required employee or End User consent);
- Obtain multiple consents for distinct purposes, and proposed combinations of personal data, even if supplemental software/technology is required;
- Use only Customer SSIDs;
- Present the End User with Customer's terms of service and applicable privacy policy;
- Establish data retention protocols so that data Customer processes is retained for no longer than is reasonably necessary for network management purposes;
- Not access, use, or share content of communications, content of email or texts, content of shopping carts, or search term queries, etc., and
- Not attempt to re-identify anonymized data.

**AT&T DEDICATED INTERNET**
**PRICING SCHEDULE**

**4.6.4.** Customer is responsible for the way the data is used by Customer; and its employees, guests, and representative's access to and use of the data, content, or communications generated by this Service.

**4.6.5.** To the extent that a website or online service is directed to or likely to collect personal information from children under the age of thirteen, Customer agrees to comply with the federal Children's Online Privacy Protection Act and provide parental notice and advance parental consent prior to collecting such personal information.

**4.6.6.** The Service allows Customer to collect and use an End User's location through Bluetooth Low Energy (BLE) and Wi-Fi based location technologies. Such use may be subject to various U.S. and international laws and regulations, including those promulgated by the Federal Trade Commission and other industry regulators (e.g., Privacy Forum's Mobile Location Analytics Code of Conduct, NAI, GDPR, CCPA), with which Customer agrees to comply. Customer agrees not to provide or sell location data to third parties without AT&T's prior written authorization.

**4.6.6.1.** This ability to collect and use location information is different than what is done with GPS or other technologies. Because the Service collects and uses location information, AT&T is offering the following information, but such information is not intended to be legal advice. Customer should consult with an attorney for legal advice.

**4.6.6.2.** Depending on how Customer collects or uses the Service, Customer may be required to provide notice, obtain opt-in consents, or provide periodic reminders, all separate from providing terms and conditions to End Users, so that End Users will be aware that location is being tracked when visiting Customer's Sites. If Customer buys other products or services from AT&T or others that, in conjunction with Customer's business application, allows Customer to know when an End User is at Customer's Site(s), Customer may be required to provide separate notices, obtain separate opt-in consents, or provide periodic reminders (all separate from terms and conditions) so that End Users will be aware that location is being tracked in multiple ways when visiting Customer's Site(s).

**4.6.7.** Customer may not use AT&T's name, brand, or mark, with third-parties or End Users in connection with the Service without AT&T's written consent.

## 5. RATES

MRC: Monthly Recurring Charge
N/A: Not Available
NRC: Non-Recurring Charge

### 5.1. ADI Self – Installation NRC

| ADI Speed | Discount | Undiscounted ADI NRC | Undiscounted ADI w/ Managed Router NRC |
|---|---|---|---|
| Ethernet | **90.00%** | $1,500.00 | $1,500.00 |

### 5.2. ADI On-Site Installation NRC

| ADI Speed | Discount | Undiscounted ADI w/ Managed Router NRC |
|---|---|---|
| Ethernet | **90.00%** | $1,500.00 |

**AT&T DEDICATED INTERNET**
**PRICING SCHEDULE**

**5.3. Hi Cap Flex Billing Option - ADI w/Customer Router 10 Mbps – 1000 Mbps Ethernet Minimum Bandwidth Commitment (MBC) MRC**
Available bandwidth levels are subject to qualification at time of each order and may vary.

| ADI w/ Customer Router 10 Mbps – 1000 Mbps Ethernet MBC MRC | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Zones** | **Bandwidth Speed / Undiscounted MRC / Discount by Zone** | | | | | | | | | |
| | **10 Mbps** | **20 Mbps** | **50 Mbps** | **100 Mbps** | **150 Mbps** | **250 Mbps** | **400 Mbps** | **500 Mbps** | **600 Mbps** | **1000 Mbps** |
| | **$268.00** | **$449.00** | **$813.00** | **$1,400.00** | **$1,800.00** | **$2,150.00** | **$2,700.00** | **$3,500.00** | **$4,096.00** | **$4,505.00** |
| Nation Wide | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Atlanta | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Austin | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Birmingham | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Charlotte | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Chicago | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Cleveland | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Columbus | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Dallas | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Detroit | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Houston | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Indianapolis | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Jacksonville | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Kansas City | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Little Rock | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Los Angeles | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Memphis | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Miami | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Milwaukee | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Nashville | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| New Orleans | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| New York | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Oklahoma | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Orlando | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Riverside | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Sacramento | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| San Antonio | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| San Diego | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| San Francisco | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| San Jose | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| St. Louis | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |

**AT&T DEDICATED INTERNET**
**PRICING SCHEDULE**

**5.4. Hi Cap Flex Billing Option - ADI w/AT&T Managed Router 10 Mbps – 1000 Mbps Ethernet MBC MRC**
Available bandwidth levels are subject to qualification at time of each order and may vary.

| ADI w/ AT&T Managed Router Monthly Fee 10 Mbps – 1000 Mbps Ethernet MBC MRC | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Zones** | **Bandwidth Speed / Undiscounted MRC / Discount by Zone** | | | | | | | | | |
| | **10 Mbps** | **20 Mbps** | **50 Mbps** | **100 Mbps** | **150 Mbps** | **250 Mbps** | **400 Mbps** | **500 Mbps** | **600 Mbps** | **1000 Mbps** |
| | **$396.00** | **$577.00** | **$955.00** | **$1,555.00** | **$1,965.00** | **$2,240.00** | **$3,380.00** | **$4,325.00** | **$4,840.00** | **$5,620.00** |
| Nation Wide | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Atlanta | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Austin | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Birmingham | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Charlotte | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Chicago | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Cleveland | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Columbus | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Dallas | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Detroit | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Houston | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Indianapolis | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Jacksonville | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Kansas City | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Little Rock | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Los Angeles | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Memphis | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Miami | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Milwaukee | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Nashville | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| New Orleans | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| New York | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Oklahoma | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Orlando | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Riverside | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Sacramento | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| San Antonio | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| San Diego | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| San Francisco | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| San Jose | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| St. Louis | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |

**AT&T DEDICATED INTERNET**
**PRICING SCHEDULE**

**5.5. Hi Cap Flex Billing Option – Incremental Usage 10 Mbps – 1000 Mbps Ethernet Charge per Mbps**
Available bandwidth levels are subject to qualification at time of each order and may vary.

| Incremental Usage 10 Mbps – 1000 Mbps Ethernet Charge per Mbps | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Zones** | **Bandwidth Speed / Undiscounted Charge per Mbps / Discount by Zone** | | | | | | | | | |
| | **10 Mbps** | **20 Mbps** | **50 Mbps** | **100 Mbps** | **150 Mbps** | **250 Mbps** | **400 Mbps** | **500 Mbps** | **600 Mbps** | **1000 Mbps** |
| | **$198.00** | **$144.25** | **$95.50** | **$77.75** | **$65.50** | **$44.80** | **$42.25** | **$43.25** | **$40.33** | **$28.10** |
| Nation Wide | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Atlanta | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Austin | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Birmingham | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Charlotte | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Chicago | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Cleveland | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Columbus | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Dallas | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Detroit | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Houston | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Indianapolis | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Jacksonville | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Kansas City | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Little Rock | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Los Angeles | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Memphis | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Miami | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Milwaukee | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Nashville | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| New Orleans | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| New York | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Oklahoma | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Orlando | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Riverside | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| Sacramento | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| San Antonio | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| San Diego | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| San Francisco | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| San Jose | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |
| St. Louis | 92.00% | 92.00% | 92.00% | 92.00% | 93.00% | 89.00% | 93.00% | 94.00% | 92.00% | 90.00% |

**AT&T DEDICATED INTERNET**
**PRICING SCHEDULE**

**5.6. Hi Cap Flex Billing Option - ADI w/Customer Router 2 Gbps – 10 Gbps Ethernet MBC on 10 Gbps Access MRC**
Available bandwidth levels are subject to qualification at time of each order and may vary.

| ADI w/Customer Router 2 Gbps – 10 Gbps Ethernet MBC on 10 Gbps Access MRC | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Zones** | **Bandwidth Speed / Undiscounted MRC / Discount by Zone** | | | | | | | | |
| | **2 Gbps** | **3 Gbps** | **4 Gbps** | **5 Gbps** | **6 Gbps** | **7 Gbps** | **8 Gbps** | **9 Gbps** | **10 Gbps** |
| | **$9,091.00** | **$13,309.00** | **$16,015.00** | **$18,196.00** | **$21,309.00** | **$24,218.00** | **$26,953.00** | **$28,931.00** | **$30,909.00** |
| Nation Wide | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Atlanta | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Austin | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Birmingham | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Charlotte | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Chicago | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Cleveland | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Columbus | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Dallas | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Detroit | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Houston | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Indianapolis | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Jacksonville | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Kansas City | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Little Rock | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Los Angeles | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Memphis | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Miami | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Milwaukee | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Nashville | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| New Orleans | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| New York | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Oklahoma | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Orlando | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Riverside | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Sacramento | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| San Antonio | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| San Diego | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| San Francisco | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| San Jose | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| St. Louis | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |

**AT&T DEDICATED INTERNET**
**PRICING SCHEDULE**

**5.7. Hi Cap Flex Billing Option - ADI w/AT&T Managed Router 2 Gbps – 10 Gbps Ethernet MBC on 10 Gbps Access MRC**
Available bandwidth levels are subject to qualification at time of each order and may vary.

| ADI w/ AT&T Managed Router Monthly Fee 2 Gbps – 10 Gbps Ethernet MBC on 10 Gbps Access MRC | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Zones** | **Bandwidth Speed / Undiscounted MRC / Discount by Zone** | | | | | | | | |
| | **2 Gbps** | **3 Gbps** | **4 Gbps** | **5 Gbps** | **6 Gbps** | **7 Gbps** | **8 Gbps** | **9 Gbps** | **10 Gbps** |
| | **$12,276.00** | **$17,981.00** | **$21,591.00** | **$24,553.00** | **$28,768.00** | **$32,727.00** | **$36,387.00** | **$39,069.00** | **$41,716.00** |
| Nation Wide | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Atlanta | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Austin | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Birmingham | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Charlotte | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Chicago | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Cleveland | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Columbus | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Dallas | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Detroit | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Houston | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Indianapolis | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Jacksonville | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Kansas City | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Little Rock | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Los Angeles | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Memphis | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Miami | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Milwaukee | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Nashville | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| New Orleans | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| New York | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Oklahoma | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Orlando | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Riverside | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Sacramento | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| San Antonio | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| San Diego | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| San Francisco | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| San Jose | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| St. Louis | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |

**AT&T DEDICATED INTERNET**
**PRICING SCHEDULE**

**5.8. Hi Cap Flex Billing Option – Incremental Usage 2 Gbps – 10 Gbps Ethernet on 10 Gbps Access Charge per Mbps**
Available bandwidth levels are subject to qualification at time of each order and may vary.

| Incremental Usage 2 Gbps – 10 Gbps Ethernet on 10 Gbps Access Charge per Mbps | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Zones** | **Bandwidth Speed / Undiscounted Charge per Mbps / Discount by Zone** | | | | | | | | |
| | **2 Gbps** | **3 Gbps** | **4 Gbps** | **5 Gbps** | **6 Gbps** | **7 Gbps** | **8 Gbps** | **9 Gbps** | **10 Gbps** |
| | **$30.69** | **$29.97** | **$26.99** | **$24.55** | **$23.97** | **$23.38** | **$22.74** | **$21.71** | **$20.86** |
| Nation Wide | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Atlanta | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Austin | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Birmingham | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Charlotte | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Chicago | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Cleveland | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Columbus | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Dallas | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Detroit | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Houston | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Indianapolis | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Jacksonville | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Kansas City | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Little Rock | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Los Angeles | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Memphis | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Miami | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Milwaukee | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Nashville | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| New Orleans | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| New York | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Oklahoma | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Orlando | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Riverside | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| Sacramento | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| San Antonio | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| San Diego | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| San Francisco | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| San Jose | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |
| St. Louis | 95.00% | 94.00% | 94.00% | 94.00% | 94.00% | 93.00% | 93.00% | 93.00% | 93.00% |

**AT&T DEDICATED INTERNET**
**PRICING SCHEDULE**

**5.9. Hi Cap Flex Billing Option - ADI w/Customer Router 10 Gbps - 50 Gbps Ethernet MBC on 100 Gbps Access MRC**
Available bandwidth levels are subject to qualification at time of each order and may vary.

| ADI w/ Customer Router 10 Gbps - 50 Gbps Ethernet MBC on 100 Gbps Access MRC | | | | | |
|---|---|---|---|---|---|
| **Zones** | **Bandwidth Speed / Undiscounted MRC / Discount by Zone** | | | | |
| | **10 Gbps** | **20 Gbps** | **30 Gbps** | **40 Gbps** | **50 Gbps** |
| | **$34,457.00** | **$39,766.00** | **$49,237.00** | **$62,871.00** | **$73,393.00** |
| Nation Wide | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Atlanta | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Austin | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Birmingham | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Charlotte | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Chicago | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Cleveland | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Columbus | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Dallas | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Detroit | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Houston | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Indianapolis | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Jacksonville | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Kansas City | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Little Rock | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Los Angeles | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Memphis | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Miami | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Milwaukee | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Nashville | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| New Orleans | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| New York | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Oklahoma | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Orlando | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Riverside | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Sacramento | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| San Antonio | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| San Diego | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| San Francisco | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| San Jose | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| St. Louis | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |

**AT&T DEDICATED INTERNET**
**PRICING SCHEDULE**

**5.10. Hi Cap Flex Billing Option - ADI w/AT&T Managed Router 10 Gbps - 50 Gbps Ethernet MBC on 100 Gbps Access MRC**
Available bandwidth levels are subject to qualification at time of each order and may vary.

| ADI w/ AT&T Managed Router 10 Gbps - 50 Gbps Ethernet MBC on 100 Gbps Access MRC | | | | | |
|---|---|---|---|---|---|
| **Zones** | **Bandwidth Speed / Undiscounted MRC / Discount by Zone** | | | | |
| | **10 Gbps** | **20 Gbps** | **30 Gbps** | **40 Gbps** | **50 Gbps** |
| | **$78,194.00** | **$80,539.00** | **$82,956.00** | **$84,485.00** | **$98,789.00** |
| Nation Wide | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Atlanta | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Austin | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Birmingham | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Charlotte | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Chicago | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Cleveland | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Columbus | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Dallas | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Detroit | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Houston | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Indianapolis | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Jacksonville | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Kansas City | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Little Rock | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Los Angeles | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Memphis | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Miami | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Milwaukee | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Nashville | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| New Orleans | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| New York | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Oklahoma | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Orlando | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Riverside | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Sacramento | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| San Antonio | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| San Diego | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| San Francisco | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| San Jose | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| St. Louis | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |

**AT&T DEDICATED INTERNET**
**PRICING SCHEDULE**

**5.11. Hi Cap Flex Billing Option – Incremental Usage 10 Gbps and 50 Gbps Ethernet on 100 Gbps Access Charge per Mbps**
Available bandwidth levels are subject to qualification at time of each order and may vary.

| Incremental Usage 10 Gbps - 50 Gbps Ethernet on 100 Gbps Access Charge per Mbps | | | | | |
|---|---|---|---|---|---|
| **Zones** | **Bandwidth Speed / Undiscounted MRC / Discount by Zone** | | | | |
| | **10 Gbps** | **20 Gbps** | **30 Gbps** | **40 Gbps** | **50 Gbps** |
| | **$1.35** | **$1.35** | **$1.35** | **$1.35** | **$1.35** |
| Nation Wide | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Atlanta | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Austin | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Birmingham | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Charlotte | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Chicago | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Cleveland | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Columbus | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Dallas | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Detroit | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Houston | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Indianapolis | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Jacksonville | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Kansas City | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Little Rock | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Los Angeles | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Memphis | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Miami | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Milwaukee | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Nashville | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| New Orleans | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| New York | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Oklahoma | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Orlando | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Riverside | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Sacramento | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| San Antonio | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| San Diego | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| San Francisco | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| San Jose | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| St. Louis | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |

**AT&T DEDICATED INTERNET**
**PRICING SCHEDULE**

**5.12. Hi Cap Flex Billing Option - ADI w/Customer Router 60 Gbps - 100 Gbps Ethernet MBC on 100 Gbps Access MRC**
Available bandwidth levels are subject to qualification at time of each order and may vary.

| ADI w/ Customer Router 60 Gbps - 100 Gbps Ethernet MBC on 100 Gbps Access MRC | | | | | |
|---|---|---|---|---|---|
| **Zones** | **Bandwidth Speed / Undiscounted MRC / Discount by Zone** | | | | |
| | **60 Gbps** | **70 Gbps** | **80 Gbps** | **90 Gbps** | **100 Gbps** |
| | **$78,957.00** | **$84,800.00** | **$90,934.00** | **$97,376.00** | **$104,174.00** |
| Nation Wide | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Atlanta | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Austin | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Birmingham | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Charlotte | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Chicago | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Cleveland | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Columbus | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Dallas | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Detroit | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Houston | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Indianapolis | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Jacksonville | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Kansas City | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Little Rock | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Los Angeles | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Memphis | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Miami | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Milwaukee | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Nashville | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| New Orleans | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| New York | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Oklahoma | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Orlando | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Riverside | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Sacramento | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| San Antonio | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| San Diego | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| San Francisco | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| San Jose | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| St. Louis | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |

**AT&T DEDICATED INTERNET**
**PRICING SCHEDULE**

**5.13. Hi Cap Flex Billing Option - ADI w/AT&T Managed Router 60 Gbps - 100 Gbps Ethernet MBC on 100 Gbps Access MRC**
Available bandwidth levels are subject to qualification at time of each order and may vary.

| ADI w/ AT&T Managed Router Monthly Fee 60 Gbps - 100 Gbps Ethernet MBC on 100 Gbps Access MRC | | | | | |
|---|---|---|---|---|---|
| **Zones** | **Bandwidth Speed / Undiscounted MRC / Discount by Zone** | | | | |
| | **60 Gbps** | **70 Gbps** | **80 Gbps** | **90 Gbps** | **100 Gbps** |
| | **$105,623.00** | **$112,799.00** | **$120,334.00** | **$128,245.00** | **$136,595.00** |
| Nation Wide | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Atlanta | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Austin | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Birmingham | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Charlotte | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Chicago | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Cleveland | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Columbus | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Dallas | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Detroit | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Houston | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Indianapolis | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Jacksonville | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Kansas City | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Little Rock | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Los Angeles | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Memphis | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Miami | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Milwaukee | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Nashville | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| New Orleans | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| New York | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Oklahoma | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Orlando | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Riverside | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| Sacramento | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| San Antonio | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| San Diego | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| San Francisco | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| San Jose | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |
| St. Louis | 1.00% | 1.00% | 1.00% | 1.00% | 1.00% |

**AT&T DEDICATED INTERNET**
**PRICING SCHEDULE**

**5.14. Hi Cap Flex Billing Option – Incremental Usage 60 Gbps - 100 Gbps Ethernet on 100 Gbps Access Charge per Mbps**
Available bandwidth levels are subject to qualification at time of each order and may vary.

| Incremental Usage 60 Gbps - 100 Gbps Ethernet on 100 Gbps Access Charge per Mbps | | | | | |
|---|---|---|---|---|---|
| **Zones** | **Bandwidth Speed / Undiscounted MRC / Discount by Zone** | | | | |
| | **60 Gbps** | **70 Gbps** | **80 Gbps** | **90 Gbps** | **100 Gbps** |
| | **$1.35** | **$1.35** | **$1.35** | **$1.35** | **N/A** |
| Nation Wide | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Atlanta | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Austin | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Birmingham | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Charlotte | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Chicago | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Cleveland | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Columbus | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Dallas | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Detroit | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Houston | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Indianapolis | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Jacksonville | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Kansas City | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Little Rock | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Los Angeles | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Memphis | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Miami | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Milwaukee | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Nashville | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| New Orleans | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| New York | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Oklahoma | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Orlando | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Riverside | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| Sacramento | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| San Antonio | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| San Diego | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| San Francisco | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| San Jose | 1.00% | 1.00% | 1.00% | 1.00% | NA |
| St. Louis | 1.00% | 1.00% | 1.00% | 1.00% | NA |

**AT&T DEDICATED INTERNET**
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**5.15. Hi Cap Flex Billing Option - Ethernet Access MRC**
No discounts apply.

| Bandwidth | Access Speed | Discounted Ethernet Access MRC Group 1 | Discounted Ethernet Access MRC Group 2 | Discounted Ethernet Access MRC Group 3 | Discounted Ethernet Access MRC Group 4 |
|---|---|---|---|---|---|
| 10 Mbps | 10 Mbps | $471.32 | $421.00 | $635.00 | N/A |
| 20 Mbps | 20 Mbps | $476.84 | $449.00 | $758.00 | N/A |
| 50 Mbps | 50 Mbps | $648.60 | $572.00 | $968.00 | N/A |
| 100 Mbps | 100 Mbps | $718.60 | $651.00 | $1,280.00 | N/A |
| 150 Mbps | 150 Mbps | $774.45 | $677.00 | $1,412.00 | N/A |
| 250 Mbps | 250 Mbps | $940.76 | $900.00 | $1,667.00 | N/A |
| 400 Mbps | 400 Mbps | $1,114.50 | $1,100.00 | $2,201.00 | N/A |
| 500 Mbps | 500 Mbps | $1,114.50 | $1,100.00 | $2,239.00 | N/A |
| 600 Mbps | 600 Mbps | $1,114.50 | $1,100.00 | $2,807.00 | N/A |
| 1000 Mbps | 1000 Mbps | $1,235.00 | $1,300.00 | $3,184.00 | N/A |
| 2 Gbps | 10 Gbps | $1,600.00 | $6,397.00 | $10,151.44 | No Charge |
| 3 Gbps | 10 Gbps | $1,600.00 | $6,397.00 | $10,151.44 | No Charge |
| 4 Gbps | 10 Gbps | $1,600.00 | $6,397.00 | $10,151.44 | No Charge |
| 5 Gbps | 10 Gbps | $1,600.00 | $6,397.00 | $10,151.44 | No Charge |
| 6 Gbps | 10 Gbps | $1,600.00 | $6,397.00 | $10,151.44 | No Charge |
| 7 Gbps | 10 Gbps | $1,600.00 | $6,397.00 | $10,151.44 | No Charge |
| 8 Gbps | 10 Gbps | $1,600.00 | $6,397.00 | $10,151.44 | No Charge |
| 9 Gbps | 10 Gbps | $1,600.00 | $6,397.00 | $10,151.44 | No Charge |
| 10 Gbps | 10 Gbps | $1,600.00 | $6,397.00 | $10,151.44 | No Charge |
| 10 Gbps | 100 Gbps | $31,043.55 | N/A | N/A | No Charge |
| 20 Gbps | 100 Gbps | $31,043.55 | N/A | N/A | No Charge |
| 30 Gbps | 100 Gbps | $31,043.55 | N/A | N/A | No Charge |
| 40 Gbps | 100 Gbps | $31,043.55 | N/A | N/A | No Charge |
| 50 Gbps | 100 Gbps | $31,043.55 | N/A | N/A | No Charge |
| 60 Gbps | 100 Gbps | $31,043.55 | N/A | N/A | No Charge |
| 70 Gbps | 100 Gbps | $31,043.55 | N/A | N/A | No Charge |
| 80 Gbps | 100 Gbps | $31,043.55 | N/A | N/A | No Charge |
| 90 Gbps | 100 Gbps | $31,043.55 | N/A | N/A | No Charge |
| 100 Gbps | 100 Gbps | $31,043.55 | N/A | N/A | No Charge |

**5.15.1. Hi Cap Flex Billing Option - Ethernet Access Building Level Promotion - MRCs**

| Bandwidth | Access Speed | Discounted Ethernet Access MRC Group 5 | Discounted Ethernet Access MRC Group 6 | Discounted Ethernet Access MRC Group 7 | Discounted Ethernet Access MRC Group 8 |
|---|---|---|---|---|---|
| 10 Mbps | 10 Mbps | $471.32 | $392.08 | $367.32 | $318.87 |
| 20 Mbps | 20 Mbps | $476.84 | $437.31 | $383.84 | $340.84 |

**AT&T DEDICATED INTERNET**
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| Bandwidth | Access Speed | Discounted Ethernet Access MRC Group 5 | Discounted Ethernet Access MRC Group 6 | Discounted Ethernet Access MRC Group 7 | Discounted Ethernet Access MRC Group 8 |
|---|---|---|---|---|---|
| 50 Mbps | 50 Mbps | $648.60 | $485.80 | $449.12 | $423.60 |
| 100 Mbps | 100 Mbps | $718.60 | $604.00 | $513.40 | $475.60 |
| 150 Mbps | 150 Mbps | $774.45 | $649.30 | $582.45 | $500.45 |
| 250 Mbps | 250 Mbps | $940.76 | $743.20 | $720.60 | $615.00 |
| 400 Mbps | 400 Mbps | $1,114.50 | $925.00 | $740.00 | $668.00 |
| 500 Mbps | 500 Mbps | $1,114.50 | $925.00 | $740.00 | $668.00 |
| 600 Mbps | 600 Mbps | $1,114.50 | $925.00 | $740.00 | $668.00 |
| 1000 Mbps | 1000 Mbps | $1,235.00 | $1,000.00 | $760.00 | $688.00 |
| The above Building Level MRCs are based upon eligible Customer Site(s) and apply to Customer's initial order. These MRCs may apply to subsequent orders based upon eligible Customer Site(s). If Site(s) are not eligible, the MRCs in table 5.15 will apply. | | | | | |

**5.16. ADI Wireless Backup Option MRC**

| AT&T Equipment | Undiscounted MRC | Discount |
|---|---|---|
| **ADI Wireless Backup Device** | $50.00 | 50.00% |

**5.17. Additional NRCs**
No discounts apply.

| Moving Charge | NRC Per Site |
|---|---|
| **If scheduled during standard business hours – (8:00 a.m. to 5:00 p.m. Monday through Friday)** | $1,000.00 |
| **If scheduled outside standard business hours** | $1,500.00 |

**5.18. ABW with Cisco Meraki MRC**
No discounts apply.

| | |
|---|---|
| **ABW per Access Point (AP) MRC** | $42.00 |

**END OF DOCUMENT**

AT&T

# AT&T PRICING SCHEDULE

| Customer | AT&T |
|---|---|
| CITY-CLARKSTON GA GOVERNMENT<br><br>Street Address: 1055 ROWLAND ST<br>City: CLARKSTON State/Province: GA<br>Zip Code: 30021-2626 Country: United States | AT&T Enterprises, LLC |
| **Customer Contact (for Notices)** | **AT&T Contact (for Notices)** |
| Name: TAMMI SADLER JONES<br>Title: Manager<br>Street Address: 736 PARK NORTH BLVD<br>City: CLARKSTON<br>State/Province: GA<br>Zip Code: 30021-1901<br>Country: United States<br>Telephone: 6784099683<br>Email: kldixon@cityofclarkston.com | Name:<br>ATTUID:<br>Street Address:<br>City: State/Province:<br>Zip Code: Country:<br>Telephone:<br>Email:<br>Sales/Branch Manager:<br>SCVP Name:<br>Sales Strata: Sales Region:<br>**With a copy (for Notices) to:**<br>AT&T<br>208 S. Akard Street<br>Dallas, TX 75202<br>ATTN: Master Agreement Support Team<br>Email: mast@att.com |
| **AT&T Solution Provider or Representative Information (if applicable)** ☒ | |
| Name: Danielle Williamson Company Name: TrendCo Communications, Inc. (U)<br>Agent Street Address: 4431 SW 64th avenue City: Davie State: FL Zip Code: 33314 Country: United States<br>Telephone: 8882061962 Fax: Email: dw7819@outlook.com Agent Code: 41184 | |

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer acknowledges that emergency calling (e.g., E911 or its equivalent outside the United States) may not be available with AT&T Office@Hand. Examples include if: a User's CPE is relocated; 911 is dialed from a location other than the Registered Location; an underlying broadband or WAN connection, or data service or application riding on the connection, is terminated, disrupted or impaired; electrical or battery power is lost; a Registered Location is not updated timely; a non-native telephone number is used; or the device is located outside of the United States. Customer further understands the limitations with emergency calls placed from mobile applications on cellular or Wi-Fi-enabled devices used in connection with AT&T Office@Hand. Such limitations and advisories are set forth in the AT&T Office@Hand Service Guide at http://serviceguidenew.att.com/sg_flashPlayerPage/OAH2.

| **Customer**<br>(by its authorized representative) | **AT&T**<br>(by its authorized representative) |
|---|---|
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 1874255

# AT&T PRICING SCHEDULE

## 1. SERVICES

| Service | Service Publication Location |
|---|---|
| AT&T Office@Hand (v2.0) | http://serviceguidenew.att.com/sg_flashPlayerPage/OAH2 |

| Software | Software License Agreement |
|---|---|
| AT&T Office@Hand desktop and mobile software | http://www.att.com/officeathandpolicy |

## 2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

| | |
|---|---|
| **Pricing Schedule Term** | 36 month(s) |
| **Pricing Schedule Term Start Date** | Effective Date of this Pricing Schedule |
| **Effective Date of Rates and Discounts** | Effective Date of this Pricing Schedule |

## 3. TERMINATION CHARGES

If Customer terminates this Pricing Schedule other than for cause or if AT&T terminates the Pricing Schedule for cause prior to end of the Term, AT&T will impose Termination Charges consisting of the average of the Monthly Recurring Charges associated with AT&T Office@Hand Editions for the last 12 months (or if less than 12 months, averaged over the months of active service) multiplied by the number of months remaining in the Term.

## 4. ADDITIONAL TERMS AND CONDITIONS

**4.1. Purchased Equipment.** Customer may purchase equipment under this Pricing Schedule for use with the Service and not for resale purposes ("Purchased Equipment"). PURCHASED EQUIPMENT IS NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR, OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH PURCHASED EQUIPMENT COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE. SHOULD CUSTOMER CHOOSE TO USE PURCHASED EQUIPMENT FOR SUCH APPLICATIONS, CUSTOMER DOES SO AT ITS OWN RISK.

**4.1.1. Equipment Order List.** AT&T shall provide the Purchased Equipment as identified in an applicable Order.

**4.1.2. Availability and Delivery Schedule; Title and Risk of Loss; Returned Equipment**

**4.1.2.1. Availability and Delivery Schedule.** AT&T's delivery of Purchased Equipment is contingent upon the availability and the delivery schedule of the manufacturer or supplier. AT&T cannot guarantee firm delivery dates.

**4.1.2.2. Warranty Returns.** If Purchased Equipment requires return during its respective warranty period, Customer must contact AT&T for return instructions. Customer must return the Purchased Equipment according to instructions provided by AT&T or its supplier. Customer will be responsible for payment of any associated restocking fees and return shipping and handling costs.

**4.1.2.3. Non-defective Returns.** If Customers seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T within 15 days following delivery of such Purchased Equipment to the ship to address in the applicable Order. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment.

**4.1.2.4. Maintenance Returns.** To return Purchased Equipment covered by a maintenance service plan, Customer must contact the applicable maintenance provider.

**4.2. Intellectual Property Indemnity.** AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY OR ALL SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY.

**AT&T PRICING SCHEDULE**

## 5. PRICING

### 5.1. AT&T Office @ Hand Pricing

| | |
|---|---|
| **AT&T Office@Hand Monthly Charges*** | Stabilized rates then in effect as specified in the Service Guide on Aug-31-2020 |
| **AT&T Office@Hand One-time Charges** | Per the Service Guide rates as revised from time to time. |
| *Service Components added to the Service Guide after the Stabilization Date are available at undiscounted, non-stabilized rates. | |

### 5.2. DISCOUNTS

#### 5.2.1. United States

Discounts only apply to Service Components listed in tables below.

| Service Component | Quantity | Discount |
|---|---|---|
| Standard Edition | 1-50 Users | 43.00% |
| Standard Edition | 51-100 Users | 45.00% |
| Standard Edition | 101-150 Users | 5.00% |
| Standard Edition | 151-250 Users | 5.00% |
| Standard Edition | 251-500 Users | 5.00% |
| Standard Edition | 501-1000 Users | 5.00% |
| Standard Edition | 1001+ Users | 5.00% |

| Service Component | Quantity | Discount |
|---|---|---|
| Premium Edition | 1-50 Users | 35.00% |
| Premium Edition | 51-100 Users | 5.00% |
| Premium Edition | 101-150 Users | 5.00% |
| Premium Edition | 151-250 Users | 5.00% |
| Premium Edition | 251-500 Users | 5.00% |
| Premium Edition | 501-1000 Users | 5.00% |
| Premium Edition | 1001+ Users | 5.00% |

| Service Component | Quantity | Discount |
|---|---|---|
| Enterprise Edition | 1-50 Users | 30.00% |
| Enterprise Edition | 51-100 Users | 5.00% |
| Enterprise Edition | 101-150 Users | 5.00% |
| Enterprise Edition | 151-250 Users | 5.00% |
| Enterprise Edition | 251-500 Users | 5.00% |
| Enterprise Edition | 501-1000 Users | 5.00% |
| Enterprise Edition | 1001+ Users | 5.00% |

## AT&T PRICING SCHEDULE

| Feature | Quantity | Discount |
|---|---|---|
| Limited Extension | 1-50 Users | 61.00% |
| Limited Extension | 51-100 Users | 5.00% |
| Limited Extension | 101-150 Users | 5.00% |
| Limited Extension | 151-250 Users | 5.00% |
| Limited Extension | 251-500 Users | 5.00% |
| Limited Extension | 501-1000 Users | 5.00% |
| Limited Extension | 1001+ Users | 5.00% |

| Service Component | Quantity | Discount |
|---|---|---|
| Emergency Location Mgmt | 1-50 Users | 33.00% |
| Emergency Location Mgmt | 51-100 Users | 33.00% |
| Emergency Location Mgmt | 101-150 Users | 33.00% |
| Emergency Location Mgmt | 151+ Users | 33.00% |

| Feature | Quantity | Discount |
|---|---|---|
| Live Reports | 1-50 Live Reports | 25.00% |
| Live Reports | 51-100 Live Reports | 25.00% |
| Live Reports | 101-150 Live Reports | 30.00% |
| Live Reports | 151+ Live Reports | 35.00% |

| Feature | Quantity | Discount |
|---|---|---|
| Phone Numbers | 1-50 Phone Numbers | 68.00% |
| Phone Numbers | 51-100 Phone Numbers | 10.00% |
| Phone Numbers | 101-150 Phone Numbers | 15.00% |
| Phone Numbers | 151+ Phone Numbers | 17.00% |

| Feature | Quantity | Discount |
|---|---|---|
| Meetings | 1-50 Meetings | 10.00% |
| Meetings | 51-100 Meetings | 15.00% |
| Meetings | 101-150 Meetings | 20.00% |
| Meetings | 151+ Meetings | 20.00% |

| *FOR AT&T ADMINISTRATIVE USE ONLY* | |
|---|---|
| Rate Plan | Office@Hand |

Sales Contact Information
Williamson; Danielle
888-206-1962
dw7819@outlook.com

# eSign Fax Cover Sheet

**To:** AT&T Automated Fax Handling Service **From:**

**Fax:** 877-374-4632 or 877-eSignFax **Total Pages:** 1
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign Only the Signature Page with Signature, Title and Date.
2. Fax Only two(2) Pages:
   a. eSign Fax Cover Page – This Page first, then,
   b. Signature Page with Contract Id: 1874139
      (see Picture below)

Request Id: 3155044
Contract Id: 1874139

AT&T

**Customer Signature Page**

| Customer | AT&T |
|---|---|
| CITY-CLARKSTON GA GOVERNMENT<br>Street Address: 736 PARK NORTH BLVD<br>City: CLARKSTON<br>State/Province: GA<br>Zip Code: 30021-1901<br>Country: US | AT&T Enterprises, LLC |
| **Customer Contact (for notices)** | **AT&T Contact (for notices)** |
| Name: TAMMI SADLER JONES<br>Title: Manager<br>Street Address: 1055 ROWLAND ST<br>City: CLARKSTON<br>State/Province: GA<br>Zip Code: 30021-2626<br>Country: US<br>Telephone: 6784099683<br>Fax:<br>Email: kldixon@cityofclarkston.com<br>Customer Account Number or Master Account: | Street Address:<br>City:<br>State/Province:<br>Zip Code:<br>Country: |

**AT&T Solution Provider or Representative Information (if applicable)**

| | | | | |
|---|---|---|---|---|
| Name: Danielle Williamson | Company Name: TrendCo Communications, Inc. (U) | | | |
| Agent Street Address: 4431 SW 64th avenue Suite 113 | City: Davie | State: FL | Zip Code: 33314 | Country: United States |
| Telephone: 8882061962 | Fax: | Email: dw7819@outlook.com | Agent Code: 41184 | |

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Listed documents become effective upon execution of all documents identified by Contract ID below.

| Documents Appended: | Contract IDs: |
|---|---|
| MASTER_AGREEMENT click here for details or http://serviceguide.att.com/masteragreement/ | |
| AT&T_MANAGED_INTERNET_SERVICE_PRICING_SCHEDULE_CONTRACT_ID_1874138.pdf | 1874138 |

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

| **Customer**<br>(by its authorized representative) |
|---|
| By: |
| Name: |
| Title: |
| Date: |

Approved as to form:

Stephen Quinn

Stephen G. Quinn
City Attorney

Sales Contact Information
Williamson; Danielle
888-206-1962
dw7819@outlook.com

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**Fax:** 877-374-4632 or 877-eSignFax **Total Pages:** 1
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign Only the Signature Page with Signature, Title and Date.
2. Fax Only two(2) Pages:
   a. eSign Fax Cover Page – This Page first, then,
   b. Signature Page with Contract Id: 1874255
      (see Picture below)

Request Id: 3155123
Contract Id: 1874255

**AT&T MA Reference No.: eMSA UA III**

**Customer Signature Page**

| **Customer** | **AT&T** |
|---|---|
| CITY-CLARKSTON GA GOVERNMENT<br>Street Address: 1055 ROWLAND ST<br>City: CLARKSTON<br>State/Province: GA<br>Zip Code: 30021-2626<br>Country: US | AT&T Enterprises, LLC |
| **Customer Contact (for notices)** | **AT&T Contact (for notices)** |
| Name: TAMMI SADLER JONES<br>Title: Manager<br>Street Address: 736 PARK NORTH BLVD<br>City: CLARKSTON<br>State/Province: GA<br>Zip Code: 30021-1901<br>Country: US<br>Telephone: 6784099683<br>Fax:<br>Email: kldixon@cityofclarkston.com<br>Customer Account Number or Master Account: | Street Address:<br>City:<br>State/Province:<br>Zip Code:<br>Country: |

| **AT&T Solution Provider or Representative Information (if applicable)** | | | | |
|---|---|---|---|---|
| Name: Danielle Williamson | Company Name: TrendCo Communications, Inc. (U) | | | |
| Agent Street Address: 4431 SW 64th avenue Suite 113 | City: Davie | State: FL | Zip Code: 33314 | Country: United States |
| Telephone: 8882061962 | Fax: | Email: dw7819@outlook.com | Agent Code: 41184 | |

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Listed documents become effective upon execution of all documents identified by Contract ID below.

| **Documents Appended:** | **Contract IDs:** |
|---|---|
| MASTER_AGREEMENT click here for details or http://serviceguide.att.com/masteragreement/ | |
| Multiservice contract bundle_CONTRACT_ID_1874253.pdf | 1874253 |

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

| **Customer**<br>(by its authorized representative) |
|---|
| By: |
| Name: |
| Title: |
| Date: |

Approved as to form:

Stephen Quinn

Stephen G. Quinn
City Attorney

Sales Contact Information
Williamson; Danielle
888-206-1962
dw7819@outlook.com

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**Fax:** 877-374-4632 or 877-eSignFax **Total Pages:** 1
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To sign via fax:

1. Sign Only the Signature Page with Signature, Title and Date.
2. Fax Only two(2) Pages:
   a. eSign Fax Cover Page – This Page first, then,
   b. Signature Page with Contract Id: 1874338
      (see Picture below)

Request Id: 3155167
Contract Id: 1874338

AT&T

**Customer Signature Page**

| Customer | AT&T |
|---|---|
| CITY-CLARKSTON GA GOVERNMENT<br>Street Address: 1055 ROWLAND ST<br>City: CLARKSTON<br>State/Province: GA<br>Zip Code: 30021-2626<br>Country: US | AT&T Enterprises, LLC |
| **Customer Contact (for notices)** | **AT&T Contact (for notices)** |
| Name: TAMMI SADLER JONES<br>Title: Manager<br>Street Address: 736 PARK NORTH BLVD<br>City: CLARKSTON<br>State/Province: GA<br>Zip Code: 30021-1901<br>Country: US<br>Telephone: (404) 292-9465<br>Fax:<br>Email: kldixon@cityofclarkston.com<br>Customer Account Number or Master Account: | Street Address:<br>City:<br>State/Province:<br>Zip Code:<br>Country: |

| AT&T Solution Provider or Representative Information (if applicable) | | | | |
|---|---|---|---|---|
| Name: Danielle Williamson | Company Name: TrendCo Communications, Inc. (U) | | | |
| Agent Street Address: 4431 SW 64th avenue Suite 113 | City: Davie | State: FL | Zip Code: 33314 | Country: United States |
| Telephone: 888-206-1962 | Fax: | Email: dw7819@outlook.com | Agent Code: 41184 | |

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Listed documents become effective upon execution of all documents identified by Contract ID below.

| Documents Appended: | Contract IDs: |
|---|---|
| MASTER_AGREEMENT click here for details or http://serviceguide.att.com/masteragreement/ | |
| AT&T_NETWORK_ON_DEMAND_CONTRACT_ID_1874335.pdf | 1874335 |

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

| **Customer**<br>(by its authorized representative) |
|---|
| By: |
| Name: |
| Title: |
| Date: |

Approved as to form:

Stephen Quinn

Stephen G. Quinn
City Attorney

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# CITY OF CLARKSTON

**ITEM NO:** 9C

## CITY COUNCIL WORK SESSION/ COUNCIL MEETING

**MEETING TYPE:**
Council Meeting

## AGENDA ITEM SUMMARY SHEET

## MEETING DATE: NOVEMBER 7, 2024

**ACTION TYPE:**
Approval

**SUBJECT**: To consider an Alcoholic Beverages Late Night Sales application for consumption on premises for Ponce Sports Lounge located at 3924 E. Ponce De Leon Ave., Clarkston, GA 30021.

**DEPARTMENT:** CITY ADMINISTRATION

**PUBLIC HEARING:** ☐YES ☒ NO

**ATTACHMENT:** ☐YES ☐NO
**PAGES:**

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

**PURPOSE:** October 1, 2024, The City Council approved an ordinance amending Chapter 3 of the Code, regarding alcoholic beverages, to allow "late night sales" for consumption on the premises subject to certain conditions.

The City Clerk's Office received and reviewed an Alcoholic Beverages Late Night Sales application from Tesfamariyam H. Wegayehu, owner of Ponce Sports Lounge for Late night alcohol sales for consumption on premises. The location to be considered for this application is located at 3924 E. Ponce De Leon Ave., Clarkston, GA 30021.

**NEED/ IMPACT:** The Clarkston Police Department met with Mr. Jimmy at Ponce Sports Lounge on October 22, 2024, at approximately 11:30 a.m. to assess the noise level from the exterior of the business. Mr. Jimmy agreed to monitor the volume closely and keep the music at Level 3, which appeared reasonable and not a nuisance when tested from outside, including the parking lot.

The City Clerk determined all terms and conditions have been met pertaining to the ordinance.

**RECOMMENDATION:** Late night sales permits may be granted by the City Council if the City Council finds that late night sales at the subject location would not have an undue negative impact on the health, morals or general welfare of the residents of the city.

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RECEIVED

OCT 10 2024

CITY OF CLARKSTON

**APPLICATION FOR ALCOHOLIC BEVERAGES LATE NIGHT SALES FOR CONSUMPTION ON PREMISES**

As provided by Section 3-34 of the City's Code of Ordinances approved on October 1, 2024, the undersigned hereby makes application for a new license for Late Night Sales of Alcoholic Beverages for Consumption on Premises in the City of Clarkston, Georgia.

Name of Business or Corporation
Ponce Sport Lounge.
Location of License
3924 E Ponce de Leon AVE CLARKSTON GA - 30021
Name, address and phone number of owner, resident corporate or regional manager making application for license
TESFAMARIYAM H. WEGAYEHU
Name, home address and phone number of Manager
1893 WESTON LN Tucker GA 30084
[redacted]

**ALL STATEMENT MUST BE INITIALED AND MUST BE NOTARIZED**

Terms and conditions; Any late-night sales permit that may be granted by the City Council is subject to the following terms and conditions:

T.W Late night sales shall only be allowed when the permitee engages an off-duty P.O.S.T. certified law enforcement officer currently employed in such capacity by either the City of Clarkston or DeKalb County to provide security at the licensed establishment, and such officer shall be present at the establishment to provide security at all times between 11:00 p.m. and thirty minutes after closing of the establishment on all days that the establishment is open for business.

T.W The permitee shall not allow any person under 21 years of age to be present at the premises after 11:00 p.m.

T.W Upon request by a city official, the permitee shall provide a sworn verification of the fact that a certified law enforcement officer is engaged at the premises and actually present there at all times required by this section.

T.W The permitee shall ensure that its facility installs and maintains reasonable noise-attenuation measures to prevent sound from inside the establishment from disturbing the peaceful repose of residents during late night sales hours. Applicants shall allow city officials designated by the city manager to inspect their premises as part of the application process and the city manager shall report to the City Council with regard to noise attenuation measures observed at the premises for the City Council's consideration in connection with the application for a late-night sales permit.

T.W The permitee shall ensure that the late-night patrons of its establishment do not disturb the peaceful repose of residents, including when such patrons are present at

the outside area of the licensed premises and any area, whether on the same lot as the licensed premises or another lot, where patrons of the establishment park vehicles while patronizing the establishment.

**AFFIDAVIT**

I understand that this Late-Night Sales Permit is temporary in nature. Each such permit shall expire upon the first to occur of the following: (1) The licensed establishment's general alcohol license is suspended, revoked, or expires without being renewed as required by this chapter for any reason; (2) The City Council revokes the late night sales permit; or (3) Two years elapse from the date of issuance of the late night sales permit.

Signature of Authorized Individual

G. Manager

Title

Sworn to and subscribed before me

This 10th day of October, 2024

Notary Mulinda Findley

(Seal)

Mulinda Findley
NOTARY PUBLIC
Gwinnett County, Georgia
My Commission Expires 10/12/2025

**ORDINANCE NO. 500**

**AN ORDINANCE TO AMEND CHAPTER 3 OF THE CODE, REGARDING ALCOHOLIC BEVERAGES, TO ALLOW "LATE NIGHT SALES" FOR CONSUMPTION ON THE PREMISES SUBJECT TO CERTAIN CONDITIONS.**

**WHEREAS,** the City Council has determined that "late night sales" of alcohol for consumption on the premises, as defined herein, present an important economic opportunity for businesses located within the City; and

**WHEREAS,** the City Council has determined that certain conditions must be met by licensed alcohol vendors in order to protect public safety and the peaceful repose of residents during the "late night sales" period.

**NOW THEREFORE, BE IT ORDAINED BY** the City of Clarkston, Georgia that Chapter 3 of the City's Code of Ordinances, concerning the sale of alcohol within the City of Clarkston, be amended as follows:

Section 1.

New Code Section 3-34 is hereby adopted, to read as follows:

**"Sec. 3-34. Late night alcohol sales for consumption on premises.**

(a) In addition to the permissible hours for sales of alcoholic beverages for consumption on the premises set out in Section 3-29, businesses licensed to sell alcohol for consumption on premises may obtain a temporary permit to also make "late night sales" of alcohol during the following hours, subject to the conditions set forth this section:

(1) Monday, Tuesday, Wednesday, Thursday and Friday mornings between 1:56 a.m. and 4:00 a.m.; and
(2) Saturday morning between 2:51 a.m. and 4:00 a.m.

(b) *Late night sales permits.* Through November 1, 2024, businesses licensed to sell alcohol for consumption on premises may apply for a "late night sales permit" that, if granted, would allow the business to sell alcohol for consumption on the premises during the hours identified in subsection (a). Late night sales permits may be granted by the City Council if the City Council finds that late night sales at the subject location would not have an undue negative impact on the health, morals or general welfare of the residents of the city.

(c) *Terms and conditions.* Any late night sales permit that may be granted by the City Council is subject to the following terms and conditions:

(1) Late night sales shall only be allowed when the permitee engages an off-duty P.O.S.T. certified law enforcement officer currently employed in such capacity by either the City of Clarkston or DeKalb County to provide security at the licensed establishment, and such officer shall be present at the establishment to provide security at all times between 11:00 p.m. and thirty minutes after closing of the establishment on all days that the establishment is open for business.

(2) The permitee shall not allow any person under 21 years of age to be present at the premises after 11:00 p.m.

(3) Upon request by a city official, the permitee shall provide a sworn verification of the fact that a certified law enforcement officer is engaged at the premises and actually present there at all times required by this section.

(4) The permitee shall ensure that its facility installs and maintains reasonable noise-attenuation measures to prevent sound from inside the establishment from disturbing the peaceful repose of residents during late night sales hours. Applicants shall allow city officials designated by the city maanger to inspect their premises as part of the application process and the city manager shall report to the City Council with regard to noise attenuation measures observed at the premises for the City Council's consideration in connection with the application for a late night sales permit.

(5) The permitee shall ensure that the late night patrons of its establishment do not disturb the peaceful repose of residents, including when such patrons are present at the outside area of the licensed premises and any area, whether on the same lot as the licensed premises or another lot, where patrons of the establishment park vehicles while patronizing the establishment.

(d) *Duration of permit.* Late night sales permits granted under this section are temporary in nature. Each such permit shall expire upon the first to occur of the following:

(1) The licensed establishment's general alcohol license is suspended, revoked, or expires without being renewed as required by this chapter for any reason;

(2) The City Council revokes the late night sales permit; or

(3) Two years elapse from the date of issuance of the late night sales permit.

(e) *Revocation of late night sales permit.* Upon good cause and competent evidence shown at a hearing upon five (5) days' written notice to the holder of such permit of the time, place, and purpose of the hearing and a general statement of the charges to be considered, the City Council may revoke any late night sales permit if it finds that the permitee has violated any of the terms and conditions of the permit as set forth in this section. The permitee may cross examine witnesses, present testimony and other evidence in its defense and may be represented by an attorney at the hearing."

Section 2.

This ordinance shall become effective immediately upon its adoption by the City Council.

SO ORDAINED, this 1st day of October, 2024.

ATTEST:

Tomika R. Mitchell, City Clerk

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

Mayor Beverly H. Burks

Approved as to Form

Stephen G. Quinn, City Attorney

# PLANNING & ZONING BOARD

## Minutes Summary of October 31, 2024
## Special Called Meeting

NOTE: Richard Edwards of the Planning and Economic Development Department transcribed this summary of the meeting. The summary is an overview of the meeting and not intended to be a verbatim transcription of the meeting.

The meeting was called to order at 6:01pm by Chairman McFarland.

The following board members were present: Chairman Charles McFarland, Birenda Dhakal, Lisa Williams, Amy Medford, and Secretary Lisa Camreon.

Birenda Dhakal made the motion to approve the Agenda of October 31, 2024. Seconded by Lisa Williams. The vote was unanimous with 4-0.

Amy Medford made the motion to approve the August 20, 2024 Meeting Minutes. Lisa Williams seconded. The motion carried by a vote of 4-0.

There was no business from the minutes, no public comments, and no discussion of Old Business.

Lisa Williams made the motion to recommend City Council to return the Housing and Infrastructure Committee Text Amendments Proposal back to committee. Seconded by Birenda Dhakal. Motion carried by a vote of 3-0-1 (Amy Medford abstained due to not being present).

Birenda Dhakal made the motion to approve MOD-24-10-001. Seconded by Lisa Williams. Motion carried by a vote of 4-0.

Amy Medford made the motion to approve REZ-24-10-001. Seconded by Birenda Dhakal. Motion carried by a vote of 3-0-1 (Lisa Williams abstained).

Amy Medford made the motion to adjourn the meeting. Seconded by Director Lisa Williams. Motion carried by a vote of 4-0.

The meeting adjourned at 8:00pm.

**Note:** The Board of Directors may go into Closed/Executive Session to deliberate any item on this agenda as authorized by the Georgia Open Meetings Act, Georgia Government Code Chapter O.C.G.A. § 50-14-1.

# CITY OF CLARKSTON

**ITEM NO:** 9D

## CITY COUNCIL REGULAR SESSION

**MEETING TYPE:**
Council Meeting

## AGENDA ITEM SUMMARY SHEET

**ACTION TYPE:**
Defer

## MEETING DATE: November 7, 2024

**SUBJECT**: Defer an ordinance to amend the text of the Clarkston Zoning Ordinance, Appendix A, Articles III and VI of the city code.

**DEPARTMENT:** CITY ADMINISTRATION

**PUBLIC HEARING:** ☒YES ☐ NO

**ATTACHMENT:** ☒YES ☐NO
**PAGES:**

**PRESENTER CONTACT INFO:** Richard Edwards, CPL Planning Manager
**PHONE NUMBER:** 404-296-6489

**PURPOSE:** To defer an ordinance to amend the text of the Clarkston Zoning Ordinance, Appendix A, Articles III and VI of the city code, to increase the maximum floor area ratio, reduce the minimum lot size, and increase maximum lot coverage requirements for NR-3 lots; to reduce the minimum lot width and to remove side setback requirements for single family attached dwelling units (townhomes); to increase the maximum building height for TC lots; and to reduce parking requirements for certain dwelling types to encourage the development of multiple dwelling types within the city limits.

**NEED/ IMPACT**: Based on information provided from a committee member, this text amendment proposal originates from the Housing and Infrastructure committee after two (2) full meetings on the topic earlier in the year (April and May), and that there has been a significant amount of public discussion on these items over the past two years.

**RECOMMENDATION**: With respect to its findings, the Planning and Zoning Board members recommend this item be sent back to the Housing and Infrastructure Committee for further community engagement.

**ORDINANCE N0. _____**

**AN ORDINANCE TO AMEND THE TEXT OF THE CLARKSTON ZONING ORDINANCE, APPENDIX A, ARTICLES III AND VI OF THE CITY CODE, TO INCREASE THE MAXIMUM FLOOR AREA RATIO, REDUCE THE MINIMUM LOT SIZE, AND INCREASE MAXIMUM LOT COVERAGE REQUIREMENTS FOR NR-3 LOTS; TO REDUCE THE MINIMUM LOT WIDTH AND TO REMOVE SIDE SETBACK REQUIREMENTS FOR SINGLE FAMILY ATTACHED DWELLING UNITS (TOWNHOMES); TO INCREASE THE MAXIMUM BUILDING HEIGHT FOR TC LOTS; AND TO REDUCE PARKING REQUIREMENTS FOR CERTAIN DWELLING TYPES TO ENCOURAGE THE DEVELOPMENT OF MULTIPLE DWELLING TYPES WITHIN THE CITY LIMITS.**

**WHEREAS,** the City's new Zoning Ordinance adopted in 2023 includes certain requirements for the development of real property located within the City limits; and

**WHEREAS**, the City desires to encourage housing diversity and affordability, and to that end encourages the development of multiple types of housing within the City limits; and

**WHEREAS,** the modification of certain dimensional and parking requirements for districts in which residential development is permitted will expand housing options within the City limits; and

**WHEREAS**, the City Council desires to amend the zoning ordinance to facilitate appropriate development within the City; and

**WHEREAS,** the City has fully complied with the requirements of the Zoning Procedures Law in adopting this ordinance.

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

**SECTION 1.** Appendix A, Article III, Division 2, Section 305 of the City of Clarkston Code of Ordinances is amended by deleting existing Table 3.4 and replacing it with the following:

| **Table 3.4 Residential Zoning District Dimensional Requirements** | | | |
|---|---|---|---|
| | **NR-1** | **NR-2** | **NR-3** |
| **Primary Structure** | | | |
| Maximum FAR | 0.4 | 0.4 | 1.0 |
| Minimum Unit Size | 1000 s.f. | 900 s.f. | 800 s.f. |
| Maximum Lot Coverage | 50% | 50% | SF detached: 50%<br>SF attached (townhome): 67%<br>Triplex: 62%<br>Duplex: 57%<br>Quadruplex: 67% |

| | | | |
|---|---|---|---|
| Maximum Building Height | 35’ | 35’ | 35’ |
| Minimum Lot Size | 9,000 s.f. | 7,500 s.f. | 1,400 s.f. |
| Minimum Lot Width | 75’ | SF detached: 60’<br>SF attached (Townhome): 18’ | SF detached/Duplex/Triplex/Quadruplex: 50’<br>SF attached (Townhome): 18’ |
| Minimum Front Setback (SF detached) | 30’ | 25’ | 15’ |
| Minimum Front Setback (duplex/triplex/quadruplex) | N/A | N/A | 15’ |
| Minimum Front Setback (SF attached (townhome)) | N/A | 15’ | 15’ |
| Minimum Side Setback (SF detached, duplex, triplex, quadruplex) | 10’ | 7’ | 5’ |
| Minimum Side Setback (SF attached (townhome)) | 0’ | 0’ | 0’ |
| Minimum Rear Setback (SF detached) | 25’ | 20’ | 15’ |
| Minimum Rear Setback (duplex/triplex/quadruplex) | N/A | N/A | 15’ |
| **Accessory Dwelling Unit** | | | |
| Maximum Height | See Section 413 | | |
| Minimum Side Setback | 10’ | 7’ | 5’ |
| Minimum Rear Setback | 10’ | 7’ | 5’ |

**SECTION 2.** Appendix A, Article III, Division 4, Section 314 of the City of Clarkston Code of Ordinances is amended by deleting existing Table 3.6 and replacing it with the following:

| **Table 3.6 Mixed-Use Zoning District Dimensional Requirements** | | | |
|---|---|---|---|
| | **NR-CD** | **RC** | **TC** |
| **Primary Structure** | | | |
| Maximum FAR | 2 | 1 | 5 |
| Minimum Unit Size | 700 s.f. | 800 s.f. | 700 s.f. |
| Maximum Lot Coverage | 80% | 50% | 80% |
| Minimum Open Space | 20% | 20% | 20% |
| Maximum Building Height | 50’ | 35’ | 7 stories/100’ |
| Minimum Lot Size | Single-Family Use: 5,000 s.f.<br>Multi-Family Use: N/A<br>Non-Residential Use: N/A | 7,200 s.f. | N/A |
| Minimum Lot Width | Single-Family Use Detached: 60’<br>Single-Family Use Attached (Townhome): 18’<br>Multi-Family Use: 75’ | 50’ | N/A |

| | | | |
|---|---|---|---|
| | Non-Residential Use: 75’ | | |
| Minimum Front Setback | Single-Family Use: 10’<br>Multi-Family Use: 10’<br>Non-Residential Use: 30’ | 15’ | 0’ |
| Minimum Side Setback | Single-Family Use Detached: 15’ between units<br>Single-Family Use Attached (Townhome): 0’<br>Multi-Family Use: 10’<br>Non-Residential Use: 15’ | 7’ | 5’ |
| Minimum Rear Setback | 25’ | 20’ | 0’ |
| **Accessory Dwelling Unit** | | | |
| Maximum Height | See Section 413 | | |
| Minimum Side Setback | 5’ | 5’ | 5’ |
| Minimum Rear Setback | 5’ | 5’ | 5’ |

**SECTION 3.** Appendix A, Article VI, Section 607 of the City of Clarkston Code of Ordinances is amended by deleting subsections (a) and (b), and further amended by deleting existing Table 6.1 and replacing it with the following:

| **Table 6.1 Parking Requirements** | |
|---|---|
| **Use** | **Minimum Number of Spaces Required** |
| **Commercial:** | |
| Government, Office, Retail, Service Establishment, Restaurant, and Similar Commercial Uses | 1.5 per 300 square feet of gross floor |
| Vehicle Repair Garages, Paint and Body Shops, Welding Shops, and Similar Establishments | 1 per 200 square feet of gross floor area |
| Vehicle rental establishment | 1 per 200 square feet of gross floor area plus one space for every vehicle for rent |

| | |
|---|---|
| Vehicle service garages | 3 spaces per service bay |
| Hotel and motel | .75 spaces per guest room |
| Bed and Breakfast Inn | 1 parking space per guest room, plus 1 for the owner-operator |
| Recreation-Subdivision recreation area | 1 space per 10 dwelling units |
| Recreation-Commercial and public | 1 space per 200 sq. ft. of recreational space |
| Wholesale stores | 1 space per 600 sq. ft. of gross floor area, plus 1 space per 2000 sq. ft. of gross storage area |
| **Institutional** | |
| Places of worship and other places of assembly | 1 per each 8 seats in the sanctuary or meeting room where seating is fixed or 1 per 50 sq. ft. of gross floor area of sanctuary or meeting room where seating is not fixed |
| Theaters, Auditoriums, Funeral Homes, Community Centers and Other Places of Assembly | 1 per each 4 seats where seating is fixed; 1 per 25 sq. ft. of gross floor area of assembly area where seating is not fixed |
| Social organizations including lodges and fraternal organizations | 1 space per 250 sq. ft. |
| Hospitals or group homes | 1 space per 2 beds |
| Libraries, galleries, and similar uses | 1 space per each 400 sq. ft. of gross space to which the public has access |
| Schools (elementary, middle, high schools) | 2 per classroom, plus 1 space per each 8 seats in auditorium or assembly area where seating is fixed or 1 per 50 sq. ft. of gross floor area of auditorium or assembly area where seating is not fixed |
| Schools (colleges, universities or adult education facilities) | As determined as part of the design approval |
| Daycare or nursery | 2 spaces per classroom |
| **Offices:** | |
| Offices-Government, banks, professional, medical, general | 1.5 per 300 sq. ft. of gross floor |
| **Residential:** | |
| Apartments, townhomes, condominiums, duplexes, triplexes, quadruplexes and other multi-family attached uses | Minimum of 1 space per dwelling unit |
| Boarding or rooming houses | 1 space per 2 bedrooms |
| Cottage housing | 1 space per dwelling unit as regulated in section 529 |
| Single-family- detached | 2 spaces per dwelling unit |
| Senior citizen independent living facility | .75 space per unit |

**SECTION 4.** This ordinance is intended to be severable. Should any portion of this ordinance be judged invalid by a Court of competent jurisdiction, such order or judgment shall not invalidate the remainder of this ordinance.

**SECTION 5.** This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

Notice Published in DeKalb Champion: _____

Public Hearing Held by City Council: _____

**SO ORDAINED this _____ day of _____, 2024.**

ATTEST:

CITY COUNCIL OF
CITY OF CLARKSTON, GEORGIA

_____
Tomika Mitchell, City Clerk

_____
Mayor Beverly H. Burks

Approved as to form:

Stephen Quinn
_____
Stephen G. Quinn, City Attorney

# CITY OF CLARKSTON

**ITEM NO:** 9F

## CITY COUNCIL REGULAR SESSION

**MEETING TYPE:**
Council Meeting

## AGENDA ITEM SUMMARY SHEET

**ACTION TYPE:**
Approval

## MEETING DATE: November 7, 2024

**SUBJECT**: To approve the Applicants, Grace Denise Rainey-Orr, Garry Rainey, Victor Dwight Rainey, and John Barry Rainey request to rezone their properties located at 911 Mell Avenue, 917 Mell Avenue, 929 Mell Avenue, and 935 Mell Avenue from NR-1- Low-density Neighborhood District to NR-3 (High-density Neighborhood Residential District).

**DEPARTMENT:** CITY ADMINISTRATION

**PUBLIC HEARING:** ☒YES ☐ NO

**ATTACHMENT:** ☒YES ☐NO
**PAGES:**

**PRESENTER CONTACT INFO:** Richard Edwards, CPL
Planning Manager
**PHONE NUMBER:** 404-296-6498

**PURPOSE:** In accordance with Sec. 205 (c). - Common procedures, to consider the Planning and Zoning Board recommendation(s) with respect to its findings on zoning case REZ-24-10-001– The Applicants, Grace Denise Rainey-Orr, Garry Rainey, Victor Dwight Rainey, and John Barry Rainey request to rezone their properties located at 911 Mell Avenue, 917 Mell Avenue, 929 Mell Avenue, and 935 Mell Avenue from NR-1- Low-density Neighborhood District to NR-3 (High-density Neighborhood Residential District).

**NEED/ IMPACT**: The rezoning request is the process of changing the designated zoning of NR-1, low—density to a higher density designation of NR-3. Based on the Clarkston 2040 Comprehensive Plan Future Land Use Map (FLUM), the proposal to rezone the subject properties from NR-1 to NR-3 corresponds with the applied character area of the Traditional Neighborhood Development. These areas are designated to nurture traditional neighborhood development patterns and housing types.

**RECOMMENDATION**: With respect to its findings, the Planning and Zoning Board members recommend approval of the request to rezone properties located at 911 Mell Avenue, 917 Mell Avenue, 929 Mell Avenue, and 935 Mell Avenue from NR-1- Low-density Neighborhood District to NR-3 (High-density Neighborhood Residential District) and any proposed development shall be in accordance with all applicable City, County, and GDOT development requirements, standards and regulations.

# CITY OF CLARKSTON

**ITEM NO:** 9H

## CITY COUNCIL WORK SESSION

**MEETING TYPE:**
Council Meeting

## AGENDA ITEM SUMMARY SHEET

**ACTION TYPE:**
Approval

## MEETING DATE: November 7, 2024

**SUBJECT**: To approve a Modification to a zoning stipulation #19 on the Final Plat of the Parkside Subdivision, which states that "Every home shall have one visitors parking space to be located behind each homes carport", to read "Every home shall have one visitors parking space to be located behind each homes carport or garage".

**DEPARTMENT:** CITY ADMINISTRATION

**PUBLIC HEARING:** ☒YES ☐ NO

**ATTACHMENT:** ☒YES ☐NO
**PAGES:**

**PRESENTER CONTACT INFO:** Richard Edwards, CPL Planning Manager
**PHONE NUMBER:** 404-296-6489

**PURPOSE:** Zoning case MOD-24-10-001 - The Applicant, Tad Braswell, on behalf of Southwyck Homes, requests a Modification to zoning stipulation #19 on the Final Plat of the Parkside Subdivision

**NEED/ IMPACT**: There are 28 remaining buildable lots for improvement in the Parkside Subdivision. A garage verses a carport provides extra protection and personal privacy for storing items such as sports equipment, yard tools, storage items, and more.

**RECOMMENDATION**: With respect to its findings, the Planning and Zoning Board members recommend approval to amend zoning condition number #19 **to read** "Every home shall have one visitors parking space to be located behind each home's carport "or garage".

**Mayor**
*Beverly H. Burks*

**City Council**
*Debra Johnson, Vice Mayor*
*Yterenickia Bell*
*Jamie Carroll*
*Susan Hood*
*Mark Perkins*

# PLANNING & ZONING BOARD

**SPECIAL-CALLED PUBLIC HEARING**
October 31, 2024
6:00 P.M. – Public Hearing
3921 Church Street, Clarkston, GA 30021

# AGENDA

I. Meeting Called to Order
II. Roll Call
III. Approval of the October 31,2024 Agenda
IV. Approval of the August 20, 2024, Minutes
(**The September meeting cancelled due to lack of quorum**)
V. Business arises from minutes.
Public Comments: Any member of the public may address the Planning and Zoning Board during the time allotted for public comment. Each attendee will be allowed 3 minutes. If your public comment contains a series of questions, please submit those to the Planning and Economic Development Director in writing on the Public Comment Card prior to the meeting. This will facilitate follow-up by staff or the city council. The Planning and Zoning Board desires to allow an opportunity for public comment, however, the business of the Board must proceed in an orderly and timely manner.

VI. Old Business: None
VI. New Business:
1. Housing and Infrastructure Committee Text Amendments
Proposal:
i. Article III, Division 2 – Residential Districts, Sec. 305, Table 3.4 for Residential Districts Dimensional Standards, pertaining to NR-3 (High-density Neighborhood Residential District),
All districts with townhomes:
ii. the NR-2 (Medium-density Neighborhood Residential District),

iii. Sec. 314, Dimensional requirements for Mixed-use Districts - NR-CD (Neighborhood Residential-Community Development District), Planned Unit Development - Planned Residential Development District), and Planned Unit Development - Planned Mixed-use Development District).

iv. Article VI, Division 3, Off-street parking requirements, Sec. 607.Off-street parking requirements – pertaining to Sec. 607 (a) and Table 6.1 for Parking requirements.

v. Article III, Division 4, Mixed Use Districts, Sec. 314, - Dimensional requirements, pertaining to Table 3.6 for the Town Center District.

2. MOD-24-10-001 - The Applicant, Tad Braswell, on behalf of Southwyck Homes, is requesting a Modification to zoning condition #19 on Site Plan of the Parkside Subdivision, from "Every home shall have one visitors parking space to be located behind each homes carport" **to read** "Every home shall have one visitors parking space to be located behind each homes carport **or garage**".

3. REZ-24-10-001 – The Applicants, Grace Denise Rainey-Orr, Garry Rainey, Victor Dwight Rainey, and John Barry Rainey are requesting to rezone properties located at 911 Mell Avenue, 917 Mell Avenue, 929 Mell Avenue, and 935 Mell Avenue from NR-1 District to NR-3.

VII. Adjourn

MOD-2024-10-001

# REZONING ANALYSIS

**Report Prepared by:** Adleasia Cameron, Planning & Development Director

**Applicant**: Tad Braswell, on behalf of Southwyck Homes

**Location:**

| Address: | Parcel ID |
|---|---|
| 3780 Cottage Circle | 18 067 02 228 |
| 3786 Cottage Circle | 18 067 02 229 |
| 3792 Cottage Circle | 18 067 02 230 |
| 3798 Cottage Circle | 18 067 02 231 |
| 3804 Cottage Circle | 18 067 02 232 |
| 3810 Cottage Circle | 18 067 02 233 |
| 918 Green Lane | 18 067 02 242 |
| 914 Green Lane | 18 067 02 243 |
| 910 Green Lane | 18 067 02 244 |
| 906 Green Lane | 18 067 02 245 |
| 929 West Green Lane | 18 067 02 246 |
| 933 West Green Lane | 18 067 02 247 |
| 937 West Green Lane | 18 067 02 248 |
| 941 West Green Lane | 18 067 02 249 |
| 940 West Green Lane | 18 067 02 250 |
| 936 West Green Lane | 18 067 02 251 |
| 932 West Green Lane | 18 067 02 252 |
| 928 West Green Lane | 18 067 02 253 |
| 3881 Cottage Circle | 18 067 02 254 |
| 3885 Cottage Circle | 18 067 02 255 |
| 3889 Cottage Circle | 18 067 02 256 |
| 3893 Cottage Circle | 18 067 02 257 |
| 3870 Cottage Circle | 18 067 02 258 |
| 3864 Cottage Circle | 18 067 02 259 |
| 3858 Cottage Circle | 18 067 02 260 |
| 3852 Cottage Circle | 18 067 02 261 |
| 3846 Cottage Circle | 18 067 02 262 |
| 3840 Cottage Circle | 18 067 02 263 |

**Request:** To modify zoning condition # 19 on conceptual site plan which state that "Every home shall have a minimum of one visitor parking space to be located behind each home's carport." **Modify condition to read**: "Every home shall have a minimum of one visitor parking space to be located behind each home's carport or garage."

**Proposed Use /Purpose:** Garage for single dwelling units

**Current Land Use:** Thirty-six (36) single dwelling Units

**Future Land Use:** According to the Clarkston 2040 Comprehensive Plan, the subject area is characterized as Traditional Neighborhood Development. Traditional Neighborhood Development are areas designated to nurture traditional neighborhood development patterns and housing types. This includes walkable areas of single-family homes, duplexes and triplexes, cottage courtyard housing, 4–6-unit walk-up apartment buildings, and townhouses.

**Sign Posted**: 9/30/2024.
**Community Meeting:** 10/7/2024
**Planning and Zoning Meeting:** 10/31/2024
**City Council Work Session**: 10/29/2024
**City Council Meeting Date:** 11/07/2024

**Lots' Size:**

| Number | Size |
|---|---|
| 1 | 3450 SF |
| 2-5 | 3780SF each |
| 6 | 3248.74 |
| 15-26 | 3977.50 each |
| 27 | 3391.71 |
| 28-29 | 3440 SF each |
| 30 | 3391.71 SF |
| 31-36 | 5025 SF each |

**Road Access:** East Avenue

**Public Utilities:**
*Water and Wastewater Treatment* – Public water service is available and connected on the improved lots, however not yet available on the buildable lots. As the subdivision is currently being developed, public water service is warranted and will be made available via a line extension at the developer's expense.

**Zoning History:**
A review of City records indicates that the subject area was annexed into the City in January 2019. At the time of annexation, the subject property was zoned as NR-1, (low-density neighborhood residential district) intended primarily for single-family detached dwellings. with greater amounts of open space. The annexation and rezone request from NR-1 to NR-3, High Density neighborhood residential district was approved on May 7, 2019, with zoning conditions. The recorded final plat dated December 8, 2022, depicts 36 lots.

**Table 1.0** illustrates the zoning and current land uses for the adjacent properties:

**Table 1.0**

| | Current Zoning | Current Land Use |
|---|---|---|
| North | NR-1, Low density residential | Park and Recreation |
| East | NR-1, Low density residential | Single-family dwelling |
| South | R-85 Dekalb County | Unincorporated Dekalb County |
| West | R-85 Dekalb County | Unincorporated Dekalb County |

**Rezoning Review Criteria: Analysis of Request to modify a zoning condition (Article II, Sec. 201).**

***Criteria 1*: The effect upon the health, safety, morals, or general welfare of the public compared to any hardship imposed upon the individual property owner seeking rezoning should rezoning be denied.**
The proposed request to add the words "**or garage**" to the existing zoning condition will allow a completely enclosed structure that offers a property owner the privacy, protection, and security for private property, storage, and other valuable items such as: sports equipment, yard tools, and/or gardening supplies.

***Criteria 2*: Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.**
Yes, garage doors are reasonable and suitable for the privacy and protection of prospective property owners in the subdivision and nearby property. They provide protection and personal privacy.

***Criteria 3*: Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.**
No, the proposal will not have any adverse effect on the existing use or usability of adjacent or nearby properties. A garage is defined as a completely enclosed structure that offers privacy, protection, and security for a vehicle, storage, and other valuable items. According to real estate experts, a garage adds value to a home versus a carport. Carports are inexpensive and easier to install but may lack curb appeal. They also make private property susceptible to intruders and weathering erosion.

***Criteria Point 4*: Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.**
A carport is defined as an outdoor structure providing overhead protection from the elements. They are smaller, more economical, and quicker to build. A carport can be attached or a freestanding structure to a house that can be installed without a permit depending on its size.
A garage is defined as a completely enclosed structure offering storage space and overall security. A garage can be separated or attached to a house. Garages match the home's color and material scheme and come in design choices. A garage provides dry, secure, often climate-controlled storage for not only vehicles but also appropriate for storing other items such as sports equipment, yard tools, gardening supplies, boxed storage items, and more.
Garages provide extra protection and personal privacy.

***Criteria Point 5*: Whether the zoning proposal will result in a use that may cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.** No, the nature of the proposal to add the words "or garage" to the existing condition will

have no impact on or cause any excessive or burdensome use on existing streets, transportation facilities, utilities, or schools.

***Criteria Point 6*: Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.**

No. The applicant is requesting to modify zoning condition # 19 which stipulates, that "Every home shall have a minimum of one visitor parking space to be located behind each home's **carport"** to read**,** "Every home shall have a minimum of one visitor parking space to be located behind each home's **carport "or garage**".

As noted under criterion #4, a carport is defined as an outdoor structure providing overhead protection. They are more economical and quicker to build. A carport can be attached or a freestanding structure to a house, which can be installed without a permit, depending on its size. On the other hand, a garage is defined as a completely enclosed structure used for storage space and security. A garage may be separate or attached to a house. A garage generally matches the home's color and material scheme and comes in design choices. Additionally, a garage provides a dry entrance, security, and storage for not only vehicles but also for storing other expensive items such as: sports equipment, yard tools, gardening supplies,

***Criteria Points 7 & 8*: Whether the zoning proposal is compatible with the principles of the most current adopted version of the city's future land use map and comprehensive plan.**

The Clarkston 2040 Update proposed a housing policy to create design standards that reflect the architectural diversity and history of Clarkston listed in a previous LCI planning study (2015) under Land Use Problems and Issues, which stated that existing structures were poor aesthetically and lacked design standards. Therefore, it is reasonable to believe that adding the option for a garage in the subject area would bring a higher economic return to the prospective property owners.

**Comments:**

The community meeting was held on October 7, 2024. The meeting was held at 3827 Cottage Circle, in the subdivision. The surrounding property owner within 300 feet attended the meeting at the subject site (see Exhibit "A").

See Exhibit "B" for the notification letter to the surrounding property owner within 300 feet and comments from attendees.

**Recommendation:**

Staff recommends **approval** of the request from the applicant to modify the zoning condition to add the words "or garage" to the zoning condition.

All other conditions remain the same.

**Attachments:**

- Application
- Campaign Disclosure Form
- Letter of Ownership/Intent (6)
- Survey
- Site Plan
- Tax Map
- Zoning Map
- Aerial Map
- Site Photograph

# EXHIBIT "A"

Parkside Zoning Condition Change Request Public Meeting Summary.

I. The meeting was attended by 8 neighbors. The consensus was in support of the change.

II. See attached

III. The comments were mostly in favor of the change. There were concerns on how the first 8 homes were permitted with garage doors. There was no talk of not wanting to have garages in the community.

IV. The concern of the permits is City issue and it was addressed by Mr. Carroll.

V. See attached.

VI. See Attached.

# EXHIBIT "B"

Dear Neighbor,

We have submitted for a change to zoning condition #19 in our original zoning. The request is as follows:

" Every home shall have a minimum of one visitors parking space to be located behind each home's carport". We are requesting the condition to be revised to read "Every home shall have one visitors parking space to be located behind each homes carport **or garage**."

We are having a meeting on Monday evening October 7, 2024, at 6:30 to answer any questions you may have.

We will be meeting at our model home in the Parkside Community, lot 10, 3827 Cottage Circle.

We hope you can make it.

Tad Braswell

Southwyck Homes

3801 East Avenue Clarkston, GA 30021
3787 East Avenue Clarkston, GA 30021
3792 East Avenue Clarkston, GA 30021
3798 East Avenue Clarkston, GA 30021
3804 East Avenue Clarkston, GA 30021
3805 Poplar Drive Clarkston, GA 30021
3799 Poplar Drive Clarkston, GA 30021
3781 East Avenue Clarkston, GA 30021

883 Lagoon Court Stone Mountain, GA 30083
875 Lagoon Court Stone Mountain, GA 30083
867 Lagoon Court Stone Mountain, GA 30083
861 Lagoon Court Stone Mountain, GA 30083
855 Lagoon Court Stone Mountain, GA 30083
851 Lagoon Circle Stone Mountain, GA 30083
849 Lagoon Circle Stone Mountain, GA 30083

930 Belle Glade Drive Stone Mountain, GA 30083
924 Belle Glade Drive Stone Mountain, GA 30083
918 Belle Glade Drive Stone Mountain, GA 30083
912 Belle Glade Drive Stone Mountain, GA 30083

PARKSIDE MEETING SIGN-IN

| | NAME | ADDRESS |
|---|---|---|
| 1 | Brad Ford | [redacted] |
| 2 | Jamie Carroll | |
| 3 | Dean Moore | |
| 4 | Ann McCormack | |
| 5 | Valissa Turner | |
| 6 | Maggie Deaton | |
| 7 | Jazmyne Boothe & Andre Boothe | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |

CITY OF CLARKSTON
where possibilities grow

Form # 200-AZC

# AMENDMENT TO ZONING CONDITIONS APPLICATION

**This page must be completed by the Applicant. Please see Applicant Instructions for full requirements.**

## APPLICANT INFORMATION

| Tad Braswell | Southwyck Homes | | |
|---|---|---|---|
| Applicant Name | Company | | |
| 70 Mansell Ct, | Suite 110 | Alpharetta, Georgia | 30076 |
| Mailing Address | Suite/Apt. # | City, State | Zip Code |
| [redacted] | | | |
| Primary Phone # | Alternate Phone # | Fax # | |
| tad@southwyckhomes.com | | | |
| Email Address | | | |

## PROJECT SUMMARY

Original Re-zoning Case #: 11-6

Name of Project Parkside

Detailed Description of Modification (Include proposed use(s) and square footage of floor area for each use):

Although we beleive this is unneccessary. We are requesting a clarification to 19. Which states "Every home shall have a minimum of one visitor parking space to be located behind each home's carport. We are requesting this condition to be replaced with the following "Every home shall have a minimum one one visitor parking space to be located behind each home's carport or garage"

Total Number of Parcels Involved: 38
Total Project Acreage: 6.292
Total Number of Buildings: 8
Total Estimated Cost of Planned Improvements: N/A

☐ Project Submittal Checklist and all documents, plans, written analysis, and fees required therein accompany this application form.

I hereby certify that all information provided herein and in the accompanying documents is true and correct.

[signature] 9-16-2024

Applicant Signature — Date

☑ Property Owner ☐ Owner's Agent

## PROPERTY INFORMATION/OWNER AUTHORIZATION

If more than one parcel is the subject of review, owner-applicant shall complete information for each parcel on additional page attachments; authorized agent-applicants must complete this page for EACH parcel.

**PROPERTY # _____ OF _____ TOTAL see attached**

### PARCEL (PROPERTY) INFORMATION

SEE ATTACHED

Property Address/Location | Suite/Apt. # | City, State | Zip Code

Parcel ID/Property Tax Identification Number | Total Acreage



Case # MOD-2024-10-001

| Lot # | Address | Parcel ID | Acres |
|---|---|---|---|
| ~~Non Lot~~ | ~~3809 EAST AVE~~ | ~~18 067 02 025~~ | ~~0.091~~ |
| Lot 1 | 3780 COTTAGE CIR | 18 067 02 228 | 0.079 |
| Lot 2 | 3786 COTTAGE CIR | 18 067 02 229 | 0.087 |
| Lot 3 | 3792 COTTAGE CIR | 18 067 02 230 | 0.087 |
| Lot 4 | 3798 COTTAGE CIR | 18 067 02 231 | 0.087 |
| Lot 5 | 3804 COTTAGE CIR | 18 067 02 232 | 0.087 |
| Lot 6 | 3810 COTTAGE CIR | 18 067 02 233 | 0.075 |
| ~~Lot 7~~ | ~~3815 COTTAGE CIR~~ | ~~19 067 02 234~~ | ~~0.078~~ |
| ~~Lot 8~~ | ~~3819 COTTAGE CIR~~ | ~~18 067 02 235~~ | ~~0.079~~ |
| ~~Lot 9~~ | ~~3823 COTTAGE CIR~~ | ~~18 067 02 236~~ | ~~0.079~~ |
| ~~Lot 10~~ | ~~3827 COTTAGE CIR~~ | ~~19 067 02 237~~ | ~~0.078~~ |
| ~~Lot 11~~ | ~~907 EAST GREEN LN~~ | ~~20 067 02 238~~ | ~~0.079~~ |
| ~~Lot 12~~ | ~~911 EAST GREEN LN~~ | ~~18 067 02 239~~ | ~~0.079~~ |
| ~~Lot 13~~ | ~~915 EAST GREEN LN~~ | ~~18 067 02 240~~ | ~~0.079~~ |
| ~~Lot 14~~ | ~~919 EAST GREEN LN~~ | ~~18 067 02 241~~ | ~~0.079~~ |
| Lot 15 | 918 EAST GREEN LN | 18 067 02 242 | 0.079 |
| Lot 16 | 914 EAST GREEN LN | 18 067 02 243 | 0.079 |
| Lot 17 | 910 EAST GREEN LN | 18 067 02 244 | 0.079 |
| Lot 18 | 906 EAST GREEN LN | 18 067 02 245 | 0.079 |
| Lot 19 | 929 WEST GREEN LN | 18 067 02 246 | 0.079 |
| Lot 20 | 933 WEST GREEN LN | 18 067 02 247 | 0.079 |
| Lot 21 | 937 WEST GREEN LN | 18 067 02 248 | 0.079 |
| Lot 22 | 941 WEST GREEN LN | 18 067 02 249 | 0.079 |
| Lot 23 | 940 WEST GREEN LN | 19 067 02 250 | 0.079 |
| Lot 24 | 936 WEST GREEN LN | 18 067 02 251 | 0.079 |
| Lot 25 | 932 WEST GREEN LN | 18 067 02 252 | 0.079 |
| Lot 26 | 928 WEST GREEN LN | 18 067 02 253 | 0.079 |
| Lot 27 | 3881 COTTAGE CIR | 18 067 02 254 | 0.078 |
| Lot 28 | 3885 COTTAGE CIR | 18 067 02 255 | 0.079 |
| Lot 29 | 3889 COTTAGE CIR | 18 067 02 256 | 0.079 |
| Lot 30 | 3893 COTTAGE CIR | 18 067 02 257 | 0.078 |
| Lot 31 | 3870 COTTAGE CIR | 18 067 02 258 | 0.115 |
| Lot 32 | 3864 COTTAGE CIR | 18 067 02 259 | 0.115 |
| Lot 33 | 3858 COTTAGE CIR | 18 067 02 260 | 0.115 |
| Lot 34 | 3852 COTTAGE CIR | 18 067 02 261 | 0.115 |
| Lot 35 | 3846 COTTAGE CIR | 18 067 02 262 | 0.115 |
| Lot 36 | 3840 COTTAGE CIR | 18 067 02 263 | 0.115 |
| ~~Non lot~~ | ~~3774 COTTAGE CIR~~ | ~~18 067 02 264~~ | ~~1.727~~ |

CITY OF CLARKSTON
where possibilities grow

# AMENDMENT TO ZONING CONDITIONS APPLICATION

| Present Use(s) | Present Zoning (Official Zoning Map) |
|---|---|
| Single Family Residential | NR-3 |
| Proposed Use(s) | |
| Single Family Residential | |

## PROPERTY OWNER

| Owner (Person, Firm, Corporation, or Agency) | | Company Name | |
|---|---|---|---|
| Southwyck Construction, LLC | | Southwyck Construction, LLC | |
| Mailing Address | Suite/Apt. # | City, State | Zip Code |
| 70 Mansell Ct | Suite 110 | Alpharetta, GA | 30076 |
| Primary Phone # | Alternate Phone # | Fax # | |
| [redacted] | | | |
| Email Address | | | |
| tad@southwyckhomes.com | | | |

## PROPERTY OWNER'S AGENT (If applicable; must match applicant contact information on page #1)

| Name and Company (Owner's Agent or Attorney) | | | |
|---|---|---|---|
| Mailing Address | Suite/Apt. # | City, State | Zip Code |
| Primary Phone # | Alternate Phone # | Fax # | |
| Email Address | | | |

## AUTHORIZATION FOR AGENT (If applicable)

Owner Signature _____ Date _____

Print Name _____

Subscribed and sworn before me this _____ day of _____, 20_____.

_____
Signature of Notary Public in the State of Georgia
My Commission expires: _____

NOTARY SEAL

**FOR OFFICE USE/DETERMINATION**

Review determination and fee: Review fee (payable to *The City of Clarkston*) depends on type of review(s). (See Fee Schedule):

_____ **Amendment to Zoning Conditions** **(Fee) $** _____

**Pre-Application Date:** _____ **Planning Director/Engr Project #** _____

CITY OF CLARKSTON
where possibilities grow

# Disclosure of Campaign Contributions

Pursuant to OCGA, Section 36-67A-3(a), the following disclosure is mandatory when an applicant or any representative has made campaign contributions aggregating $250.00 or more to a local government within two (2) years immediately preceding the filing of this application.

It shall be the duty of the applicant and the attorney representing the applicant to file a disclosure with the governing authority of the respective local government. The following questions **must** be answered:

Have you, the applicant, made $250.00 or more in campaign contributions to a **local** government official within two years immediately preceding the filing of this application?

Yes ☐ No ☒

If the answer is **yes**, you must file a disclosure report with the governing authority of City of Clarkston showing:

1. The name and official position of the local governing authority in City of Clarkston to whom the campaign contribution was made.

N/A

Name and official position of the applicant/representative (Please Print)

2. The dollar amount and description of each campaign contribution made during the two (2) years immediately preceding the filing of this application and the date of each such contribution was made.

N/A

Description of Campaign Contribution (Please Print)

$ N/A

Dollar Amount

This disclosure must be filed within ten (10) days after the application is first filed and must be submitted to the City of Clarkston, 8921 Church Street, Clarkston, GA 30021.

Signature (choose one) Applicant ☐ Owner ☒

9-16-2024

Date

Notary Signature

9/16/24

Date and Seal

MAXWELL WILLIAM GARRAHAN NOTARY PUBLIC FORSYTH COUNTY, GA MY COMMISSION EXPIRES JUNE 22 2027

SOUTHWYCK
HOMES

September 16, 2024

RECEIVED
SEP 18 2024
CITY OF CLARKSTON

Lisa Cameron
Planning & Development Director
1055 Rowland St.
Clarkston, GA 30021

Dear Lisa,

Although we feel this zoning condition change is unnecessary, because there are 8 homes in the community which have garage doors and garages or Private carports. We are requesting the City to revise the existing condition number 19. It states the following" Every home shall have a minimum of one visitors parking space to be located behind each home's carport". We are requesting the condition to be revised to read "Every home shall have one visitors parking space to be located behind each homes carport **or garage**."

The following are the responses to the review standards:

a) We believe it is immoral to allow some residence and not all to have the safety and privacy of a garage.
b) The use of the property will not change and will allow it to be the same as the existing homes and homes in the surrounding area.
c) The change will allow all homes in the subdivision to be the same.
d) The revision will allow the new homes to have the same value as the existing homes.
e) The use of the property will remain the same and will not cause increase the burdon on existing facilities.
f) Because the City has already permitted and issued certificates of occupancy for 8 homes under the conditions as they are currently written, we believe that is supporting grounds for approval.
g) We cannot find there are any future plans in the city to not allow garages on new homes in the city.
h) We cannot find there are any future plans in the city to not allow garages on new homes in the city.

We appreciate your consideration of this matter and look forward to working with you on this project.

Sincerely,

Tad Braswell
Manager, Southwyck Homes
Cell: 404-234-6669

2022171350 PLAT BOOK 310 Pg 43
Filed and Recorded: 12/8/2022 8:31:00 AM
Recording Fee: $60.00
Prepared By:
9064955191

# FINAL PLAT FOR:
# PARKSIDE
## (A.K.A. GARDENS OF EAST AVENUE)
## (A.K.A. CLARKSTON TRACT)
### 18TH DISTRICT, LAND LOTS 67 & 96
### CITY OF CLARKSTON
### DEKALB COUNTY
### ATLANTA, GEORGIA
### TAX PARCEL # 18-067-02-001

RECEIVED
SEP 18 2024
CITY OF CLARKSTON

### TAX PARCEL ADDRESS: 3809 EAST AVENUE
### CLARKSTON, GA 30021
### DEKALB COUNTY AP#3053801

**OWNER/DEVELOPER:**
CHC CLARKSTON LLC
5258 PEACHTREE ROAD, SUITE 105
ATLANTA, GA 30341
PHONE: 770-662-0095
CONTACT: MATT RUTLEDGE
EMAIL: matt@benchmarkga.net

**SURVEYOR/ENGINEER:**
MCFARLAND-DYER & ASSOCIATES, INC.
4174 SILVER PEAK PARKWAY
SUWANEE, GEORGIA 30024
PH: 770-932-6550 FX: 770-932-6551
(SURVEYOR) CONTACT: CHRIS WHITLEY
EMAIL: cwhitley@mda3d.net
(ENGINEER) CONTACT: JOHN MAY, P.E.
EMAIL: jmay@mda3d.net

SUPERIOR COURT RECORD INFORMATION

**SURVEYOR'S CERTIFICATION BOX**
As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTERED No. 2672 PROFESSIONAL LAND SURVEYOR J. CHRIS WHITLEY

10-26-2022

## UTILITY NOTES:

1. ALL DESIGN & CONSTRUCTION FOR WATER, SEWER, FIRE LINES, LIFT STATIONS & BACKFLOW PREVENTION SHALL COMPLY WITH DEKALB COUNTY DEPARTMENT OF WATERSHED MANAGEMENT DESIGN STANDARDS 2009 EDITION, VERSION 1.0. ACTUAL FIELD CONDITIONS MAY DICTATE MORE STRINGENT REQUIREMENTS IF DEEMED NECESSARY NY THE CONSTRUCTION INSPECTOR.
2. PROJECTS INVOLVING CONSTRUCTION OF TOWNHOMES AND/OR CONDOMINIUMS ARE REQUIRES TO HAVE INDIVIDUAL METERS FOR EACH UNIT.
3. FIELD CHANGES DURING CONSTRUCTION MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE COUNTY WATER & SEWER ENGINEER BEFORE CHANGES ARE IMPLEMENTED.
4. CONTRACTOR MUST JET CLEAN AND T.V. SANITARY SEWER LINES AFTER CONNECTIONS ARE MADE TO THE EXISTING SYSTEM TIE-IN POINTS. TRACER WIRE TO BE INSTALLED FOR PVC PIPES.
5. THRUST BLOCKS ARE REQUIRED WHENEVER PIPE CHANGES DIRECTIONS (TEES, BENDS, ECT.).
6. POTABLE WATER MAINS SHALL MAINTAIN A TEN (10') FOOT HORIZONTAL AND EIGHTEEN (18") INCH VERTICAL CLEARANCE FROM NON-POTABLE PIPELINES
7. GRAVITY SEWER LINE MATERIAL SHALL BE PVC (SDR35) OR DIP (CLASS 350).
8. FIRE LINES, F.O.G., BACKFLOW PREVENTION, AND LIFT STATIONS REQUIRE A SEPERATE REVIEW.
9. DEKALB COUNTY SHALL BE RESPONSIBLE SOLLEYFOR THE 8 INCH SANITARY SEWER, THE 6 INCH SEWER SERVICE LATERAL PIPE UP TO THE CLEAN OUT, AND THE 8 INCH WATER MAIN.
10. THE OWNER/DEVELOPER IS RESPONSIBLE FOR PROVIDING LONG SIDE AND SHORT SIDE WATER SERVICE LINES EXTENDED PAST OR OUTSIDE THE SIDEWALK.
11. ALL STREETS, CURB, SIDEWALK, STORM WATER FEATURES, AND UTILITIES INSIDE THE BOUNDARY SHOWN HEREON HAVE NOT YET BEEN CONSTRUCTED AND ARE BASED ON PROPOSED CONSTRUCTION DRAWING EXCEPT FOR THOSE LABELED EX. OR EXISTING.

### LOT AREA CHART

| LOT # | SQ. FT. | ACRES |
|---|---|---|
| 1 | 14450.00 | 0.0078 |
| 2 | 14780.00 | 0.0679 |
| 3 | 14780.00 | 0.0679 |
| 4 | 14780.00 | 0.0679 |
| 5 | 14780.00 | 0.0679 |
| 6 | 14248.74 | 0.0075 |
| 7 | 14801.71 | 0.0078 |
| 8 | 14440.00 | 0.0079 |
| 9 | 14440.00 | 0.0079 |
| 10 | 14801.71 | 0.0078 |
| 11 | 3977.50 | 0.091 |
| 12 | 3977.50 | 0.091 |
| 13 | 3977.50 | 0.091 |
| 14 | 3977.50 | 0.091 |
| 15 | 3977.50 | 0.091 |
| 16 | 3977.50 | 0.091 |
| 17 | 3977.50 | 0.091 |
| 18 | 3977.50 | 0.091 |
| 19 | 3977.50 | 0.091 |
| 20 | 3977.50 | 0.091 |
| 21 | 3977.50 | 0.091 |
| 22 | 3977.50 | 0.091 |
| 23 | 3977.50 | 0.091 |
| 24 | 3977.50 | 0.091 |
| 25 | 3977.50 | 0.091 |
| 26 | 3977.50 | 0.091 |
| 27 | 14391.71 | 0.0078 |
| 28 | 14440.00 | 0.0079 |
| 29 | 14780.00 | 0.0679 |
| 30 | 14391.71 | 0.0078 |
| 31 | 5025.00 | 0.115 |
| 32 | 5025.00 | 0.115 |
| 33 | 5025.00 | 0.115 |
| 34 | 5025.00 | 0.115 |
| 35 | 5025.00 | 0.115 |
| 36 | 5025.00 | 0.115 |

### BOUNDARY LINE CHART

| LINE | BEARING | DISTANCE |
|---|---|---|
| BL1 | N 19°44'27" W | 4.85' |
| BL2 | N 78°11'09" W | 8.50' |
| BL3 | S 85°21'07" W | 6.69' |
| BL4 | S 52°07'44" W | 18.22' |
| BL5 | S 02°32'04" W | 6.92' |
| BL6 | S 18°06'28" E | 16.79' |
| BL7 | S 29°36'52" W | 18.37' |
| BL8 | S 53°30'07" W | 15.78' |
| BL9 | N 85°03'34" W | 13.31' |
| BL10 | N 54°26'58" W | 18.02' |
| BL11 | N 46°09'38" W | 11.12' |
| BL12 | S 56°24'14" W | 18.66' |
| BL13 | N 83°19'08" W | 13.62' |
| BL14 | N 36°05'42" W | 3.05' |
| BL15 | S 71°05'43" W | 15.49' |
| BL16 | S 54°07'39" W | 35.71' |
| BL17 | N 83°53'52" W | 23.45' |
| BL18 | N 59°25'39" W | 39.19' |
| BL19 | N 77°24'46" W | 49.55' |
| BL20 | N 53°17'32" W | 7.04' |
| BL21 | N 76°45'14" W | 39.58' |
| BL22 | S 64°53'21" W | 34.20' |
| BL23 | S 86°07'05" W | 32.14' |
| BL24 | S 82°15'44" W | 40.80' |
| BL25 | S 85°48'26" W | 23.88' |
| BL26 | S 50°55'31" W | 14.66' |
| BL27 | N 50°02'03" W | 20.62' |
| BL28 | N 81°09'26" W | 35.77' |
| BL29 | N 76°58'44" W | 31.78' |
| BL30 | N 58°33'43" W | 14.92' |
| BL31 | N 41°35'02" W | 25.24' |
| BL32 | N 55°58'12" W | 25.80' |
| BL33 | N 29°35'27" W | 17.99' |
| BL34 | N 54°21'10" W | 5.27' |
| BL35 | N 80°23'21" W | 16.36' |
| BL36 | N 48°37'43" W | 17.59' |
| BL37 | N 52°38'47" W | 10.28' |

### CURVE CHART

| CURVE | ARC LENGTH | RADIUS | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|
| C1 | 40.18' | 25.00' | S 45°11'10" W | 36.13' |
| C2 | 39.27' | 25.00' | S 44°47'39" E | 35.36' |
| C3 | 13.56' | 55.00' | S 82°19'14" E | 13.53' |
| C4 | 172.08' | 55.00' | S 37°19'14" E | 67.00' |
| C5 | 86.39' | 55.00' | S 45°12'21" W | 77.78' |
| C6 | 86.39' | 55.00' | N 44°47'39" W | 77.78' |
| C7 | 86.39' | 55.00' | N 45°12'21" E | 77.78' |
| C8 | 39.27' | 25.00' | S 45°12'21" E | 35.36' |
| C9 | 38.10' | 25.00' | N 44°38'58" W | 35.23' |
| C10 | 23.58' | 15.00' | S 45°29'39" E | 21.21' |
| C11 | 23.58' | 15.00' | S 45°12'21" E | 21.21' |
| C12 | 23.58' | 15.00' | N 44°47'39" E | 21.21' |
| C13 | 23.58' | 15.00' | N 45°12'21" E | 21.21' |

### ROAD CENTERLINE CURVE CHART

| CURVE | ARC LENGTH | RADIUS | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|
| CV1 | 54.98' | 35.00' | S 44°47'39" E | 49.50' |
| CV2 | 54.98' | 35.00' | S 45°12'21" W | 49.50' |
| CV3 | 54.98' | 35.00' | N 44°47'39" W | 49.50' |
| CV4 | 54.98' | 35.00' | N 45°12'21" E | 49.50' |

### CENTERLINE CHART

| LINE | BEARING | DISTANCE |
|---|---|---|
| CL1 | S 00°12'21" W | 80.00' |
| CL2 | S 89°47'39" E | 500.00' |
| CL3 | S 00°12'21" W | 142.00' |
| CL4 | S 89°47'39" E | 500.00' |
| CL5 | N 00°12'21" E | 142.00' |
| CL6 | S 00°12'21" W | 212.00' |
| CL7 | S 00°12'21" W | 212.00' |

### LINE CHART

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 00°12'21" W | 9.28' |
| L2 | S 00°12'21" W | 7.33' |
| L3 | S 89°47'39" E | 13.28' |
| L4 | N 00°12'21" E | 4.88' |
| L5 | N 00°38'23" E | 5.02' |

SITE AREA = 6.292 ACRES
ZONING: NR-3

RESIDENTIAL = 36 UNITS TOTAL
DETACHED SINGLE FAMILY: 36 UNITS
MIN. LOT WIDTH: 40'
MIN. DRIVEWAY 20' FROM CURB TO GARAGE
MIN. LOT AREAS:
1 LOT 3,200 SF
11 LOTS 3,300 SF
8 LOTS 3,400 SF
8 LOTS 3,500 SF
4 LOTS 3,700 SF
8 LOTS THAT ABUT SHAPFINGER CREEK TRIBUTARY SHALL HAVE A MINUMUM OF 5,000 SF

SETBACKS:
FRONT YARD: 15'
SIDE YARD: 5'
REAR YARD: 20'

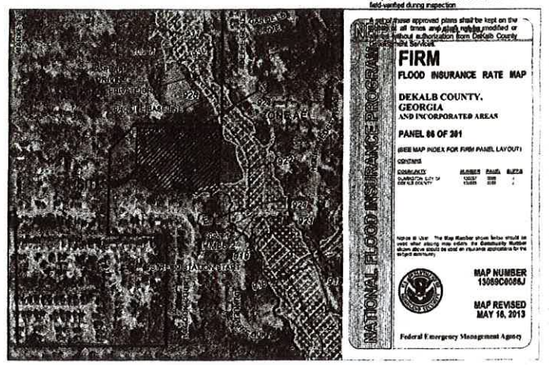
DENSITY
36 UNITS / 6.292 ACRES = 5.72 UPA

OPEN SPACE
OPEN SPACE REQ'D 400 SF / UNIT = 14,400 SF
OPEN SPACE PROV'D 79,137 SF

REFERENCES:
1. BOUNDARY SURVEY FOR LG. ADAMS BY SHREEVE CONSULTING SERVICES, DATED 07-15-85.
2. DEED BOOK 26415, PAGE 206 RECORDED 08-04-2017.
3. DEKALB COUNTY APPROVED COMBINATION PLAT APPLICATION NUMBER 3040593.

REVISION #3
-UPDATING ADDRESS and conditions per 2019 City Council meetings as listed must be adhered to
DIRECTOR PLANNING AND DEVELOPMENT sheet 5 DATE

LOCATION MAP
N.T.S.




ACCORDING TO THE F.I.R.M. (FLOOD INSURANCE RATE MAP) OF DEKALB COUNTY, PANEL NUMBER 13089C0086J, DATED MAY 16, 2013, A PORTION OF THIS PROPERTY DOES LIE IN AN AREA DESIGNATED AS HAVING FLOOD HAZARD.

## FINAL PLAT NOTES

1. SITE AREA: 6.292 ACRES
2. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 18,108 FEET AND AN ANGULAR ERROR OF 2" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 145,292 FEET. A TRIMBLE ROBOTIC TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT. FIELD DATA WAS OBTAINED ON 04-09-2018.
3. PROVISIONS HAVE BEEN MADE FOR STREET LIGHTING.
4. SIDEWALKS ARE REQUIRED.
5. IT IS THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION TO MAINTAIN THE STORM DRAIN SYSTEM, DETENTION FACILITY, AND PRIVATE STREETS SHOWN HEREON.
6. THE HOMEOWNERS ASSOCIATION OWNS THE COMMON AREAS IT IS THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION TO MAINTAIN THE COMMON AREAS SHOWN HEREON.
7. NO WORK IN THE RIGHT-OF-WAY, INCLUDING PAVED SURFACES, PERMITTED WITHOUT WRITTEN AUTHORIZATION FROM DEKALB PUBLIC WORKS DEPARTMENT.
8. FOR HOMES LOCATED BELOW THE STREET, A SEWER RELIEF VALVE IS REQUIRED ON CLEAN-OUT OUTSIDE EACH BUILDING AND BELOW THE LOWEST FLOOR ELEVATION. A BACKFLOW CHECK VALVE IS REQUIRED BETWEEN CLEAN-OUT AND THE STRUCTURE.
9. SUBSEQUENT BUILDERS AND DEVELOPERS OF INDIVIDUAL LOTS SHALL MAKE PROVISIONS TO CONDUCT LOT GENERATED SURFACE WATERS TO THE DRAINAGE FACILITIES PROVIDED BY THE DEVELOPER WITHOUT UNAUTHORIZED DISCHARGE ONTO ADJACENT PROPERTIES.
10. A 10 FT. DRAINAGE EASEMENT EXISTS BETWEEN ALL LOTS AND ALONG THE PERIMETER BOUNDARY LINES OF THE SUBDIVISION EXCEPT WHERE SHOWN OTHERWISE.
11. EASEMENTS FOR STORM DRAINS AND SANITARY SEWER LINES SHALL BE CENTERED ON THE PIPES.
12. INDIVIDUAL RESIDENTIAL BUILDERS, IN THE SUBDIVISION WHERE A NOTICE OF INTENT (NOI) IS REQUIRES TO COMPLY WITH FEDERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATIONS, MUST ALSO FILE A NOI AND NOTICE OF TERMINATION (NOT) WITH THE GEORGIA DEPARTMENT OF NATURAL RESOURCES, ENVIRONMENTAL PROTECTION DIVISION (EPD). A STORM WATER POLLUTION PREVENTION PLAN MUST BE DEVELOPED AND IMPLEMENTED.
13. THE OWNER/DEVELOPER IS RESPONSIBLE FOR PROVIDING LONG SIDE AND SHORT SIDE SERVICE LINES EXTENDING PAST OR OUTSIDE THE SIDEWALK.
14. DEKALB COUNTY SANITATION DEPARTMENT IS NOT RESPONSIBLE FOR TRASH PICK-UP ON PRIVATE STREETS.
15. LOTS THAT WILL REQUIRE FILL DEPTH OF TWO (2) FEET OR GREATER BETWEEN THE ROAD RIGHT-OF-WAY AND REAR BUILDING LINE AT THE TIME OF FUTURE LOT GRADING WILL REQUIRE A COMPACTION CERTIFICATION SEALED BY A REGISTERED GEOTECHNICAL ENGINEER TO BE SUBMITTED AT THE TIME OF BUILDING PERMITS APPLICATION.
16. INERT LANDFILLS OR THE BURYING OF CONSTRUCTION DEBRIS. TREE STUMPS AND TOPS OR ANY OTHER RESUSE IS PROHIBITED EXCEPT IN M-2 INDUSTRIAL DISTRICT PER LAND DEVELOPMENT ORDINANCE CHAPTER 14, ARTICLE II, SECTION 14-37(b)(6).
17. ELECTRIC SERVICE SHALL BE UNDERGROUND.
18. ALL BUILDINGS LOCATED ADJACENT TO THE INTERMEDIATE REGIONAL FLOODPLAIN SHALL BE CONSTRUCTED SO THAT PROTIONS OF THE STRUCTURE, INCLUDING THE BASEMENT FLOOR OR CRAWL AREAS, SHALL NOT BE LESS THAN THREE FEET ABOVE THE INTERMEDIATE REGIONAL FLOOD ELEVATIONS.
19. AN EASEMENT SHALL EXIST WHICH INCLUDES THE FLOOD PLAIN PLUS FIVE FEET.
20. THIS PLAT IS SUBJECT TO COVENANTS SET FORTH IN SEPARATE DOCUMENTS DATED 7-21-2022, RECORDED IN DEED BOOK 30469, PAGE 20, WHICH HEREBY BECOME A PART OF THIS PLAT.

## FLOOD STATEMENT

A PORTION OF THE SUBJECT PROPERTY LIES WITHIN A 100 YEAR FLOOD ZONE. (PER F.I.R.M. MAP PANEL NO. 13089C0086J, DATED MAY 16, 2013)

### Surveyor's Acknowledgement

In my opinion, this plat, drawn by me or under my supervision, was made from an actual survey, and is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law.

10-26-2022
John C. Whitley
Registered Georgia Land Surveyor No. 2672

### Owner's Acknowledgement:

I, _____, the owner of the land shown on this plat and whose name is subscribed hereto, acknowledges that this plat was made from an actual survey, and for value received the sufficiency of which is hereby acknowledged, do hereby confirm that the street and storm water facilities shown hereon shall be privately owned and maintained. The water mains and sanitary sewer lines in appropriate easements are hereby dedicated in fee simple forever to Dekalb County. In consideration of the approval of this development plan and other valuable considerations, the owner further releases and holds harmless DeKalb County from any and all claims, damages or demands arising on account of the design, construction, and maintenance of the property shown hereon; on account of roads, fills, embankments, ditches, cross-drains, culverts, water mains, sewer lines, and bridges, within the proposed right-of-way and easements shown; and on account of backwater, the collection of discharge of surface water, or the changing of courses of streams.

And further the owner warrants that he owns fee simple title to the property shown hereon and agrees that DeKalb County shall not be liable to him/her heirs, successors or assigns for any claim or damages resulting from the construction or maintenance of cross-drain extensions, drives, structures, streets, culverts, curbs or sidewalks, the changing of courses of streams and rivers, flooding from natural creeks and rivers, surface waters and any other matter whatsoever. I further warrant that I have the right to sell and convey the land according to this plat and do hereby bind myself and owners subsequent in title to defend by virtue of these present.

In witness whereof, I have hereunto set my hand this ____ day of _____, 20__.

FOR ORIGINAL SIGNATURES, SEE PB 298, PG 95-99
Witness (Print name under signature) Owner (corporate seal)

FOR ORIGINAL SIGNATURES, SEE PB 298, PG 95-99
Notary Public (Notary Public seal) By:

Attest:
(Print name of Corp. Sec.)

Corporate Secretary

THIS IS TO CERTIFY THAT THIS REVISION IS MADE BY AND WITH THE KNOWLEDGE OF THE UNDERSIGNED SURVEYOR AND IS IN COMPLIANCE WITH THE APPLICABLE LAWS OF THE STATE OF GEORGIA.

John C. Whitley Ga. Reg. Land Surveyor Registration No. 2672
REVISION # 1 REVISED OCTOBER 28, 2022
THIS PLAT SUPERCEDES A PORTION OF THE PLAT RECORDED IN PLAT BOOK 298 PAGE 95-99.

THE PURPOSE OF THIS REVISION IS TO:
CORRECT ADDRESSES INCORRECTLY ASSIGNED BY FORMER GIS STAFF, SHOW PROPOSED 20' DRIVEWAY LOCATIONS AND REDUCE CERTAIN DRAINAGE EASEMENTS TO 15' WIDTH. REVISE LOT LINES AND AREAS ON LOTS 11-26, SHOW PROPOSED WATER METERS, AND SANITARY SEWER EASEMENT VERTICES COORDINATES TABLE.

### City of Clarkston Planning and Development

This is to certify that this final plat complies with all City Zoning, Environmental and Subdivision Ordinances and Regulations and all applicable state and federal laws.
Dated this ____ day of _____, 2022.

FOR ORIGINAL SIGNATURES, SEE PB 298, PG 95-99 NON-COMPLIANT 12/7/22
Director, Planning and Development

### City Manager of Clarkston

This plat has been submitted to and accepted by the City Manager of Clarkston, Georgia and has been approved as required by state law and county codes as meeting all conditions pecedent to recording in the superior court of this circuit.
Dated this ____ day of _____, 2022.

FOR ORIGINAL SIGNATURES, SEE PB 298, PG 95-99 NON-COMPLIANT 12/7/22
By Direction: City Manager of Clarkston, Georgia

### Dekalb County Department of Watershed Management

I certify that the Developer has complied with all requirements and the sanitary sewer requirements of this plat.
This 27th day of January, 2022.

For Director of Department of Watershed Management

GEORGIA REGISTERED No. 027948 PROFESSIONAL ENGINEER MERRY WILLIAMS

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67. AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 4 3 - 1 5 - 2 2 .

| DESC. | DATE | PLAT BOOK | PAGE # | AP # |
|---|---|---|---|---|
| ORIGINAL PLAT | 12/3/2021 | 298 | 95 | 3053801 |

NOTE: THIS PLAT SUPERCEDES PREVIOUSLY RECORDED FINAL PLATS

This plat and permitted reproductions, in whole or in part, are instruments of service and are the sole property of McFarland-Dyer & Associates, Inc. unless otherwise agreed to, they shall not be reproduced or conveyed in any manner nor are they to be used for any projects other than specifically indicated hereon without written authorization from and due compensation to McFarland-Dyer & Associates, Inc.

This plat was prepared for the exclusive use of the person, persons, or entity named hereon. This plat does not extend to any unnamed person, persons, or entity without the express recertification of the surveyor naming such person, persons, or entity.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67. AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

GEORGIA REGISTERED No. 2672 PROFESSIONAL LAND SURVEYOR J. CHRIS WHITLEY 10-26-2022

MDA McFARLAND-DYER & ASSOCIATES
SUWANEE, GEORGIA 30024
PHONE (770) 932-6550
FAX (770) 932-6551
WWW.COMDA.NET

THIS FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 18,108 FEET AND AN ANGULAR BASIS OF 2" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE.
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 145292 FEET.
A TRIMBLE ROBOTIC TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.
FIELD DATA WAS OBTAINED ON 04-09-2018. (ASBUILT ON 05-23-2020)

| DESCRIPTION | DATE |
|---|---|
| FINAL PLAT | 05-9-2022 |
| REVISION 1 | 10-26-2022 |

JOB NO. 18-058
DRAWN BY: JH
CHECKED BY: JCW
SURVEYED BY: KB

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FINAL PLAT FOR:
PARKSIDE
(A.K.A. GARDENS OF EAST AVENUE)
(A.K.A. CLARKSTON TRACT)
LL 67 & 96, 18TH DISTRICT
CITY OF CLARKSTON
DEKALB COUNTY, GEORGIA

FINAL PLAT

SHEET 1 OF 6

2022171250 PLAT BOOK 310 Pg 44
led and Recorded: 12/3/2021 8:45:00 AM
cording Fee: $50.00
pared By:
64955191

# FINAL PLAT FOR:
# PARKSIDE
## (A.K.A. GARDENS OF EAST AVENUE)
## (A.K.A. CLARKSTON TRACT)
### 18TH DISTRICT, LAND LOTS 67 & 96
### CITY OF CLARKSTON
### DEKALB COUNTY
### ATLANTA, GEORGIA
### TAX PARCEL # 18-067-02-025
### TAX PARCEL ADDRESS: 3809 EAST AVENUE
### CLARKSTON, GA 30021
### DEKALB COUNTY AP#3053801

**OWNER/DEVELOPER:**
GHC CLARKSTON LLC
[illegible]

**SURVEYOR/ENGINEER:**
MCFARLAND-DYER & ASSOCIATES, INC.
[illegible]
Ph: 770-455-8555 Fax: 770-455-8551
[illegible]

SUPERIOR COURT RECORD INFORMATION

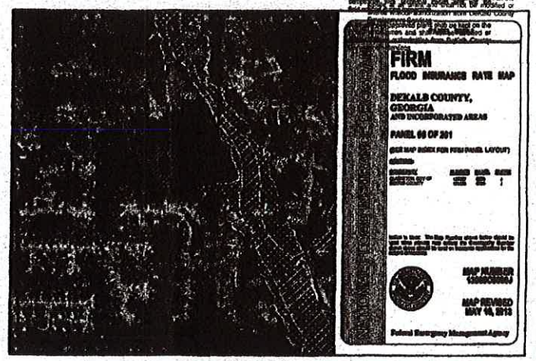
**SURVEYOR'S CERTIFICATION BOX**

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA Registered No. 3072 PROFESSIONAL LAND SURVEYOR CHRIS WHITLEY

04-1-2021

LOCATION MAP




ACCORDING TO THE F.I.R.M. (FLOOD INSURANCE RATE MAP) OF DEKALB COUNTY, PANEL NUMBER 13089C0089J, DATED MAY 16, 2013, A PORTION OF THIS PROPERTY DOES LIE IN AN AREA DESIGNATED AS HAVING FLOOD HAZARD.

**UTILITY NOTES:**

1. ALL DESIGN & CONSTRUCTION FOR WATER, SEWER, FIRE LINES, LIFT STATIONS & BACKFLOW PREVENTION SHALL COMPLY WITH DEKALB COUNTY DEPARTMENT OF WATERSHED MANAGEMENT DESIGN STANDARDS 2009 EDITION, VERSION 1.0. /ACTUAL FIELD CONDITIONS MAY DICTATE MORE STRINGENT REQUIREMENTS IF DEEMED NECESSARY NY THE CONSTRUCTION INSPECTOR.
2. PROJECTS INVOLVING CONSTRUCTION OF TOWNHOMES AND/OR CONDOMINIUMS ARE REQUIRES TO HAVE INDIVIDUAL METERS FOR EACH UNIT.
3. FIELD CHANGES DURING CONSTRUCTION MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE COUNTY WATER & SEWER ENGINEER BEFORE CHANGES ARE IMPLEMENTED.
4. CONTRACTOR MUST JET CLEAN AND T.V. SANITARY SEWER LINES AFTER CONNECTIONS ARE MADE TO THE EXISTING SEWER TIE-IN POINTS. TRACER WIRE TO BE INSTALLED FOR PVC PIPES.
5. THRUST BLOCKS ARE REQUIRED WHENEVER PIPE CHANGES DIRECTIONS (TEES, BENDS, ECT.).
6. POTABLE WATER MAINS SHALL MAINTAIN A TEN (10') FOOT HORIZONTAL AND EIGHTEEN (18") INCH VERTICAL CLEARANCE FROM NON-POTABLE PIPELINES
7. GRAVITY SEWER LINE MATERIAL SHALL BE PVC (SDR35) OR DIP (CLASS 350).
8. FIRE LINES, F.D.C., BACKFLOW PREVENTION, AND LIFT STATIONS REQUIRE A SEPERATE REVIEW.
9. DEKALB COUNTY SHALL BE RESPONSIBLE SOLLEYFOR THE 8 INCH SANITARY SEWER, THE 6 INCH SEWER SERVICE LATERAL PIPE UP TO THE CLEAN OUT, AND THE 8 INCH WATER MAIN.
10. THE OWNER/DEVELOPER IS RESPONSIBLE FOR PROVIDING LONG SIDE AND SHORT SIDE WATER SERVICE LINES EXTENDED PAST OR OUTSIDE THE SIDEWALK.
11. ALL STREETS, CURB, SIDEWALK, STORM WATER FEATURES, AND UTILITIES INSIDE THE BOUNDARY SHOWN HEREON HAVE NOT YET BEEN CONSTRUCTED AND ARE BASED ON PROPOSED CONSTRUCTION DRAWING EXCEPT FOR THOSE LABELED EX. OR EXISTING.

**REFERENCES**

1. BOUNDARY SURVEY FOR L.G. ADAMS BY SUNRISE CONSULTING SERVICES, DATED 07-15-2016.
2. DEED BOOK 29415, PAGE 208 RECORDED 08-04-2017.
3. DEKALB COUNTY APPROVED COMBINATION PLAT APPLICATION NUMBER 3040683.

**LOT AREA CHART**

| LOT # | SQ. FT. | ACRES |
|---|---|---|
| 1 | 3,900 | 0.090 |
| 2 | 3,900 | 0.090 |
| 3 | 3,900 | 0.090 |
| 4 | 3,900 | 0.090 |
| 5 | 3,900 | 0.090 |
|

SUPERIOR COURT RECORD INFORMATION

## ABBREVIATIONS

| | |
|---|---|
| INV | INVERT ELEVATION |
| HDPE | HIGH DENSITY POLYETHELENE PIPE |
| CMP | CORRUGATED METAL PIPE |
| RCP | REINFORCED CONCRETE PIPE |
| DIP | DUCTILE IRON PIPE |
| FFE | FINISHED FLOOR ELEVATION |
| TBM | TEMPORARY BENCHMARK |
| GV | GATE VALVE |
| UGCM | UNDERGROUND CABLE MARKER |
| GLM | GAS LINE MARKER |
| WLM | WATER LINE MARKER |
| PB | PLAT BOOK |
| DB | DEED BOOK |
| N/F | NOW OR FORMERLY |
| SSMH | SANITARY SEWER MANHOLE |
| DWCB | DOUBLE WING CATCH BASIN |
| SWCB | SINGLE WING CATCH BASIN |
| FES | FLARED END SECTION |
| CONC | CONCRETE |

## LEGEND

- UTILITY POLE (PP)
- GUY WIRE
- LIGHT POLE (LP)
- FLAG POLE (FP)
- FIRE HYDRANT (FH)
- SIGN
- JUNCTION BOX (JB)
- DROP INLET (DI)
- WATER VALVE (WV)
- ROOF DRAIN (RD)
- CLEAN OUT (CO)
- YARD INLET (YI)
- WATER METER (WM)
- SANITARY MANHOLE
- IRON PIN FOUND
- CONCRETE
- WALL
- HEAD WALL (HW)
- FENCE LINE
- TREE LINE
- HANDICAP RAMP
- CURB AND GUTTER

- 25' STATE UNDISTURBED STREAM BUFFER
- 50' CITY UNDISTURBED STREAM BUFFER
- 75' CITY IMPERVIOUS SETBACK

### ADDRESS TABLE

| LOT # | ADDRESS | STREET NAME |
|---|---|---|
| 1 | 3780 | COTTAGE CIRCLE |
| 2 | 3786 | COTTAGE CIRCLE |
| 3 | 3792 | COTTAGE CIRCLE |
| 4 | 3798 | COTTAGE CIRCLE |
| 5 | 3804 | COTTAGE CIRCLE |
| 6 | 3810 | COTTAGE CIRCLE |
| 7 | 3809 | COTTAGE CIRCLE |
| 8 | 3815 | COTTAGE CIRCLE |
| 9 | 3819 | COTTAGE CIRCLE |
| 10 | 3823 | COTTAGE CIRCLE |
| 11 | 3827 | COTTAGE CIRCLE |
| 12 | 3833 | COTTAGE CIRCLE |
| 13 | 3841 | COTTAGE CIRCLE |
| 11 | 907 | EAST GREEN LANE |
| 12 | 911 | EAST GREEN LANE |
| 13 | 915 | EAST GREEN LANE |
| 14 | 918 | EAST GREEN LANE |
| 14 | 3801 | COTTAGE CIRCLE |
| 15 | 3791 | COTTAGE CIRCLE |
| 15 | 918 | EAST GREEN LANE |
| 16 | 914 | EAST GREEN LANE |
| 17 | 910 | EAST GREEN LANE |
| 18 | 3851 | COTTAGE CIRCLE |
| 18 | 906 | EAST GREEN LANE |
| 19 | 929 | WEST GREEN LANE |
| 19 | 3859 | COTTAGE CIRCLE |
| 20 | 933 | WEST GREEN LANE |
| 21 | 937 | WEST GREEN LANE |
| 22 | 941 | WEST GREEN LANE |
| 22 | 3783 | COTTAGE CIRCLE |
| 23 | 3773 | COTTAGE CIRCLE |
| 23 | 940 | WEST GREEN LANE |
| 24 | 936 | WEST GREEN LANE |
| 25 | 932 | WEST GREEN LANE |
| 26 | 3869 | COTTAGE CIRCLE |
| 26 | 928 | WEST GREEN LANE |
| 27 | 3877 | COTTAGE CIRCLE |
| 27 | 3881 | COTTAGE CIRCLE |
| 28 | 3885 | COTTAGE CIRCLE |
| 29 | 3889 | COTTAGE CIRCLE |
| 30 | 3893 | COTTAGE CIRCLE |
| 30 | 3765 | COTTAGE CIRCLE |
| 31 | 3870 | COTTAGE CIRCLE |
| 32 | 3864 | COTTAGE CIRCLE |
| 33 | 3858 | COTTAGE CIRCLE |
| 34 | 3852 | COTTAGE CIRCLE |
| 35 | 3846 | COTTAGE CIRCLE |
| 36 | 3840 | COTTAGE CIRCLE |
| SIGN MONUMENT | 3807 | EAST AVENUE |
| OPEN SPACE NEAR LOT 1 | 3774 | COTTAGE CIRCLE |
| OPEN SPACE NEAR LOT 6 AND 36 | 3830 | COTTAGE CIRCLE |
| WALL #1 | 3770 | COTTAGE CIRCLE |
| WALL#2 | 3808 | COTTAGE CIRCLE |
| WALL#3 | 3767 | COTTAGE CIRCLE |
| WALL #4 | 3789 | COTTAGE CIRCLE |
| WALL #5 | 3807 | COTTAGE CIRCLE |
| WALL #6 | 3875 | COTTAGE CIRCLE |

GRID NORTH
GA WEST ZONE

GRAPHIC SCALE
30 0 30 60
( IN FEET )
1 INCH = 30 FT.

DeKalb County
GEORGIA
DEVELOPMENT SERVICES

APPROVED
AP 3053801
DATE 11/03/22

This Department is not responsible for any errors or omissions in the engineering or other design professionally on design or county code requirements of this project.

The issuance of granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of applicable codes or of any ordinance of the Jurisdiction. Permits presuming to give authority to violate or cancel the provisions of applicable codes or any other ordinance of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the code official from requiring the correction of errors.

Plumbing, Mechanical, Gas, and Electrical sections of these plans have not been reviewed for compliance with technical codes and will be field reviewed during inspection.

A set of the approved plans shall be kept on the jobsite at all times and shall not be modified or altered without authorization from DeKalb County Development Services.

NOTE: LOTS 1-6 ARE ACCESSED FROM COTTAGE CIRCLE.

NOTE: MINIMUM DRIVEWAY 20' FROM CURB TO GARAGE

DEKALB COUNTY AP# 3053801

- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 88,208 FEET, AND AN ANGULAR ERROR OF 00 PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE.
- THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 145,292 FEET.
- A TRIMBLE S5 ROBOTIC TOTAL STATION WAS USED TO OBTAIN THE ANGULAR AND LINEAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.
- FIELD DATA WAS OBTAINED ON 04-09-2006. (AS-BUILT ON 09/29/2022)

| DESCRIPTION | DATE |
|---|---|
| FINAL PLAT | 05-10-2022 |
| REVISION 1 | 10-26-2022 |

JOB NO: 18-0316
DRAWN BY: JH
CHECKED BY: FCW
SURVEYED BY: KB

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FINAL PLAT FOR:

# PARKSIDE
## (A.K.A. GARDENS OF EAST AVENUE)
## ( A.K.A. CLARKSTON TRACT)

LL 67 & 96, 18TH DISTRICT
CITY OF CLARKSTON
DEKALB COUNTY, GEORGIA

FINAL PLAT

SHEET 5 OF 6

McFARLAND-DYER & ASSOCIATES
4474 N. HENDERSONVILLE ROAD, SUITE 100
SAVANNAH, GEORGIA 30024
Fax (770) 932-6559
WWW.CAMDA.NET

CHRIS WHITLEY
No. 3001
PROFESSIONAL
LAND SURVEYOR
10-26-2022

SUPERIOR COURT RECORD INFORMATION

# MINUTES FROM CLARKSTON CITY COUNCIL MEETING MAY 7, 2019

**MINUTES**

**CLARKSTON CITY COUNCIL**

Tuesday, May 7, 2019

Officials Present

Mayor: Ted Terry
Council: YT Bell, Jamie Carroll, Andrea Cervone, Awet Eyasu, Ahmed Hassan, Mario Williams
City Manager: Robin L Gomez
City Clerk: Tracy Ashby
City Attorney: Stephen Quinn

A. CALL TO ORDER
Mayor Terry called the meeting to order at 7:00pm.

B. ROLL CALL:
Present: YT Bell, Mario Williams, Awet Eyasu, Ahmed Hassan, Andrea Cervone

Councilmember Jamie Carrol arrived 7:09pm.

PLEDGE OF ALLEGIANCE

C. ADMINISTRATIVE BUSINESS/ PRESENTATION

C1) Approve Minutes: Council Meeting 5-7-19
Andrea Cervone made a motion to approve the minutes with amendments "corrections provided Consultant Kelley by email (4/3/19) that he bore G6) Approve the Award of lowest bid received by Olmshiv Construction, LLC, in the amount of $1,109,175.15, the corrected low bid amount should be: $1,041,182.20." Awet Eyasu seconded the motion. A vote was called and the motion carried (5, 0).

C2) Georgia State University Panthers Accelerated Career Experience (PACE) J. Mack Robinson School of Business.
PACE Students provided a presentation.

C3) 100% Clean Energy Presentation
GreenRock Group provided a presentation.

D. REPORTS:
1) Planning & Zoning Report
Shawanna Qawiy reported receipt of four Historic Preservation Commission (HPC) applications. Modification of flood maps and the study are with the City Attorney for review.

2) City Manager's Report
Mr. Gomez provided the current financial report through April 30, 2019. He provided an update on the Streetscape construction. He commended the success of the Clarkston Culture Fest. Mr. Gomez reported there will be a Public Information Open House on May 20 for the Rowland Street. GDOT will hold a



Public information meeting (6/18) for I-285 express lane proposed changes. He encouraged everyone to attend the Milton Pool opening on May 24; admission will be free and hotdogs will be served from 11am to 1pm.

3) City Attorney's Report
Mr. Quinn provided an update on the nuisance abatement action on 590 Woodland started approximately 2 years ago. DeKalb County is foreclosing on the property due to non-payment of taxes and the city may be repaid for the prior demolishing of the structure.

4) Council Remarks
YT Bell reported on attending the cottage home open house. She has spoken with a Clark Estates resident about annexation.

Awet Eyasu reported on attending the Clarkston Historic Preservation meeting (5/18), the Art contest judging at Jolly Elementary, Immigration Rights and responsibility meeting and the Culture Fest and Immigration Roundtable meeting.

Jamie Carrol reported on the Coffee with Council and the Culture Fest.

Andrea Cervone discussed the Historic preservation and the Coffee with Council meetings. She reported on the upcoming micro farming working session (5/18) and a second Historic Preservation 101. She will be attending the Spring GMA training and she has applied for a CDBG to assist with energy retrofit for single family or owner occupied housing.

5) Mayor's Report
Mayor Terry applauded the Clarkston High Schools boys' soccer team's efforts in their playoff game.

Mayor and Council recognition of City Clerk Tracy Ashby for Municipal Clerks Week. Mayor Terry read the resolution.

E. 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 30 minutes and it is not a time for dialogue. If your public comment contains a series of questions, please provide those questions to the City Clerk in writing on the Public Comment Card. 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.

Warren Hedlock discussed his opposition to the East Ave rezoning that is proposed.

Victoria Webb expressed her opposition to the annexation/rezoning of the East Ave properties. She requested Council deny the request.

Dean Moore spoke on concerns for code enforcement if larger livestock animals are permitted under the proposed urban agriculture ordinance. He requested the East avenue properties remain NR-1 zoning.

Susan Hood reported she is working on the final Charter Review recommendations and the draft will be forthcoming. She discussed the importance for the council to hire a professional to update the zoning ordinance.

Kathleen Andros Spoke in support of smaller homes.



Chris Busing Discussed code enforcement meeting and supported that code not being enforced unless there are direct complaints. He expressed concerns with proposed changes to the meeting comment policy.

Public Comments closed

F. OLD BUSINESS
F1) Public Hearing Regarding Application to Rezone 3827, 3835 and 3861 East Avenue from conditional NR-1 (Low Density Residential) to Conditional NR-3 (High Density Residential)
Mayor Terry recognized the applicant Mr. Braswell, Oak Hall Companies, who presented the proposed plan to annex 6 acres into the city and build 36 cottage style homes with 24 conditions.
Proposed Zoning Conditions for 3827, 3835 and 3861 East Avenue:

1. The property will generally be developed substantially as depicted on the attached conceptual site plan dated April 29, 2019, particularly as to the depicted site configuration and vegetated buffers. Such conceptual site plan is attached hereto and labeled as Exhibit "B."
2. The site shall have no more than thirty-six (36) single family cottage-style homes.
3. None of the homes will have more than three (3) bedrooms.
4. The building materials for the homes shall be a mixture of real brick, stone or hardi-plank siding. No vinyl siding shall be allowed.
5. All homes will be wired to be electric vehicle and solar ready.
6. The driveways and sidewalks of each unit shall be a pervious material.
7. The outlet structure for the storm water system and the location of the storm water facilities shall be substantially the same as depicted on the plans attached hereto and labeled as Exhibit "C," subject to approval by the City's engineer. Developer shall work with the City's engineer to ensure that adequate erosion control measures are provided to protect the streams.
8. A majority of the trees planted on the site will be of a native species. No non-native species will be planted on common areas of the property. No more than two (2) accent trees, such as Japanese Maples, may be planted in each individual yard.
9. Developer shall grant to the City a 10' permanent easement and a 30' construction easement for the future construction of a trail system near the northeast corner of the property as shown on the conceptual site plan attached as Exhibit B. Such easement shall be located such that it does not encroach within the required 75'stream buffer of Snapfinger Creek.
10. The developer shall donate $40,000 to the Clarkston Affordable Housing Trust or the Clarkston Environmental Trust, at the City's election, prior to recording the Final Plat.
11. The developer is required to adhere to all development reviews required by the City of Clarkston including, but not limited to, for the land disturbance permit, landscape and tree replacement plans.
12. The developer shall adhere to all reviews as required by outside agencies with jurisdiction over the property, including but not limited to, DeKalb County Fire Marshal's office, DeKalb County Water and Sewer Department and the Georgia Soil and Water Conservation Commission.
13. All lots developed at the property shall be subjected by restrictive covenant to participation in a mandatory homeowners' association ("HOA") as described by these conditions.
14. A maximum of three (3) of the homes may be rented or non-owner occupied at any given time. This restriction shall be included in the HOA governing documents and be binding upon all home owners.
15. The HOA shall have a professional engineer inspect the storm water facilities and prepare a report on each facility's condition bi-annually. This report shall be promptly submitted to the city manager.
16. The HOA shall be managed by a third-party manager employed by the HOA Board of Directors.



17. The developer shall provide a copy of the HOA documents to the city for review and approval prior to recording. The documents shall include the following requirements:
    a. All landscaped areas, including those located on individual lots, shall be maintained by the HOA.
    b. All streets shall be private and maintained by the HOA.
    c. There shall be an Architectural Review Board. This ARB shall be chaired by the developer until 51% of all the homes are constructed. Standards or revisions to any structure shall be approved by the ARB.
    d. The Developer shall remain the Declarant until 100% of the homes have been sold.
    e. Any change to the management structure of the Board will have to be approved by the Homeowners Association Board of Directors. The HOA will always be managed by a third party management company.
18. Prior to selling any lots, developer shall convey to the City an access easement for inspection (not maintenance) of the storm water facilities on the property. The HOA shall maintain such facilities.
19. Every home shall have a minimum of one visitor parking space to be located behind each home's carport.
20. Common areas shall be jointly owned by the owners of the individual parcels.
21. Yards along the exterior shall include an opaque, vegetated landscaped buffer on the sides that abut other residential properties.
22. Final plat with covenants shall be submitted, reviewed, accepted and recorded before construction begins. Recording of the covenants and final plat shall create a separate lot for each dwelling place and subjects each lot in the development to private deed covenants that assure the continuance of the approved plan as submitted with the required maintenance of the common areas.
23. The city manager (in consultation with an appropriate expert) shall review and approve the landscape plan for compliance with "regenerative landscaping" principles.
24. All lots created on the property shall conform with the required dimensions and other development controls applicable in the NR-3 zoning district, unless a variance is granted by the City.

Public Hearing
Support:
Hazel Poe, current co-owner of the property, spoke in support of the project.

Opposed:
Lisa Williams spoke in opposition to the proposal.
Ann McCormack spoke in opposition to the proposal
Ashley Kehrer spoke in opposition to the proposal
Pat Davis-Morris spoke in opposition to the proposal
Dean Moore spoke in opposition to the proposal

Mayor Terry closed the public hearing.

The City Attorney discussed the amended proposed conditions. Councilman Williams questioned if the application should be returned to Planning & Zoning for review based on the new conditions. Mr. Quinn advised that would be a policy decision if the Council felt the application should be reviewed by



Planning & Zoning, but legally it is not required as the proje[illegible] Planning & Zoning Committee reviewed. Further discussion [illegible]

F2) Consider Application to Annex 3827, 3835 and 3861 East Avenue, Parcel Nos. [illegible] Designation (City's designation analogous to existing DeKalb [illegible]
Mayor Terry opened the floor for a motion.

Awet Eyasu made a motion Deny the application to Annex 3827, 3835 and 3861 East Avenue into the Assign NR-1 Zoning Designation (City's designation analogous to existing DeKalb [illegible] Williams seconded the motion. Vote: Yes -Ahmed Hassan, [illegible] Eyasu, No- Andrea Cervone, Jamie Carroll, YT Bell. Mayor Terry broke the tie and voted NO. Motion failed (3, 4).

The Mayor re-opened the floor for a motion.
Jamie Carroll made a motion to approve the application to Annex 3827, 3835 and 3861 East Avenue and Assign NR-1 Zoning Designation. YT Bell seconded the motion. A vote was called Yes- Andrea Cervone, YT Bell, Jamie Carroll, No-Ahmed Hassan, Awet Eyasu, Mario Williams. Mayor Terry broke the tie and voted Yes and the annexation is approved (4, 3).

F3) Consider Application to Rezone 3827, 3835 and 3861 East Avenue from NR-1 (Low Density Residential) to NR-3 (High Density Residential)
Mayor Terry opened the floor for a motion.

Jamie Carroll made a motion to approve the application to rezone 3827, 3835 and 3861 East Avenue from NR-1 (Low Density Residential) to NR-3 (High Density Residential) with the 24 conditions on Exhibit A. YT Bell seconded the motion. Discussion: Mario Williams stated that the developer has admitted to making considerable changes and the Planning & Zoning have not seen those changes so how can we approve the application without Planning & Zoning reviewing the changes. Jamie Carroll stated he sat on the Planning & Zoning committee for three years, and he respects their respects their recommendations and after attending their last meeting, he felt many of their concerns had been addressed by the conditions and he discussed those specifically. He discussed that if the applicant chose to go to DeKalb County to develop the property, he felt many of those conditions would not be placed on the project. Further discussion on referring the item back to the Planning & Zoning committee.

Mayor Terry called for the Vote: Yes- YT Bell, Andrea Cervone, Jamie Carroll, No- Awet Eyasu, Ahmed Hassan, Mario Williams, the Mayor broke the tie and voted Yes. Motion approved (4, 3).

G. NEW BUSINESS
G1) Discussion for Application for a proposed planned Cottage Home Development (CHD) consisting of eight (8) cottages, on 0.57 acres, located at 1160 Vaughan Street, Clarkston, GA 30021. (Public Hearing 5-7-19 Council Meeting)

Mayor Terry opened the public hearing.

Public Hearing
Support: No speakers

Opposed:
Kim Buccelero, the representative for MicroLife, spoke in support of the proposal.



Lisa Williams spoke in support of the proposal.

No other speakers. Mayor Terry closed the public hearing.

G2) Discussion of proposal by MicroLife Institute to build a planned Cottage Home Development (CHD) located at 1160 Vaughan Street, Clarkston, GA 30021, to use 1179 Smith Street and Vaughan Street- (unopened right-of way) as a part of the CHD development.
Mayor Terry opened the floor for a motion.
Jamie Carrol made a motion to approve the application by MicroLife Institute to build a planned Cottage Home Development (CHD) located at 1160 Vaughan Street, Clarkston, GA 30021, to use 1179 Smith Street and Vaughan Street- (unopened right-of way) as a part of the CHD development.
YT Bell seconded the motion. A vote was called and the motion carried (6, 0).

G3 Adopt Summer/Fall Youth Tennis Program at Milam Park with South Atlanta Community Tennis Association
Andrea Cervone made a motion to Adopt Summer/Fall Youth Tennis Program at Milam Park with South Atlanta Community Tennis Association. Ahmed Hassan seconded the motion. A vote was called and the motion carried (6, 0).

G4) Agreement to Purchase Real Estate, Tax Parcel Id # 18-119-09-004 as part of the E Ponce de Leon Streetscape Improvement Project
Mayor Terry reported this will create a MARTA bus curve out at near Brockett Road and purchasing the triangle area to develop as a pocket park.

YT Bell made a motion to adopt the agreement to purchase Real Estate, Tax Parcel Id # 18-119-09-004 as part of the E Ponce de Leon Streetscape Improvement Project. Awet Eyasu seconded the motion. A vote was called and the motion carried (6, 0).

G5) Adopt resolution to Refer a Plastic Bags and Single-Use Plastics Ban for study to the Environment & Natural Resources Committee
Awet Eyasu made a motion adopt the resolution to refer a Plastic Bags and Single-Use Plastics Ban for study to the Environment & Natural Resources Committee. YT Bell seconded the motion. A vote was called and the motion carried (6, 0).

G6) Adopt Urban Agriculture Consulting Agreement with Roots Down Consulting LLC
Council discussion on the agreement and terms. Council Members Hassan and Eyasu requested this be held until the next year's budget. Council Member Cervone detailed the purpose to approve and move forward.
Andrea Cervone made a motion adopt Urban Agriculture Consulting Agreement with Roots Down Consulting LLC. Jamie Carroll seconded the motion. A vote was called and the motion carried Yes, Andrea Cervone, YT Bell, Jamie Carroll, Mario Williams. No- Awet Eyasu, Ahmed Hassan, (4, 2).

G7) Adopt Council Comment Policy
Mayor Terry stated that the comment policy for the work session will remain the same, time limit of 3 minutes per speaker. For City Council meetings, the public comment period will limit speakers to 3 minutes and the overall comment period will be limited to 40 minutes.



Ahmed Hassan made a motion to adopt the Council Comment Policy and rules of decorum.YT Bell seconded the motion. A vote was called and the motion carried (6, 0).

G8) Adopt Resolution to Establish Public Hearing Procedures for Zoning Hearings
The City Attorney reported on the public comment for public hearings and detailed the speaker registration process for public hearings only. Speakers can register online 9a-4p or at City Hall (Council Room), starting one hour prior to the meeting, up to 5 minutes before the hearing.

Andrea Cervone made a motion to adopt the Resolution to Establish Public Hearing Procedures for Zoning Hearings. Ahmed Hassan seconded the motion. A vote was called and the motion carried (5, 1- Awet Eyasu).

ADJOURNMENT:
Andrea Cervone made a motion to adjourn the Council Meeting. Jamie Carroll seconded the motion. A vote was called and the motion carried (6, 0).

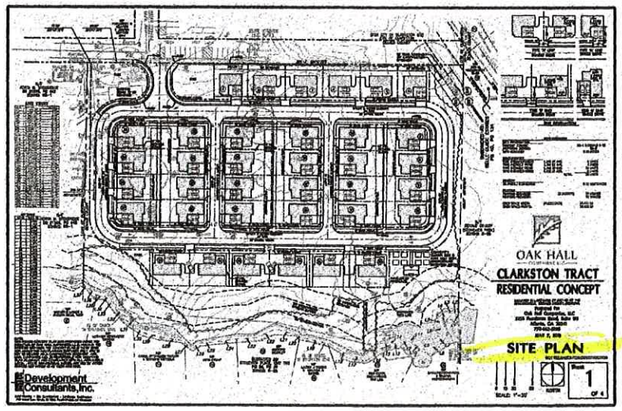
Meeting adjourned

ATTEST:

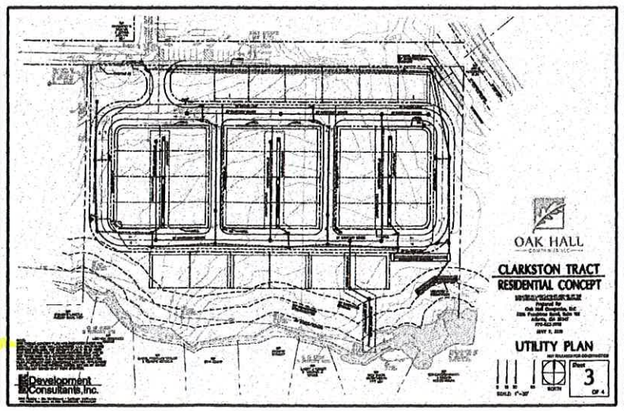
Tracy Ashby
City Clerk, City of Clarkston
Approved: 6-4-2019



## EXHIBIT B




## EXHIBIT C




DeKalb County
GEORGIA
DEVELOPMENT SERVICES

APPROVED
AP 3053801
DATE 11/03/22

This Department is not responsible for any errors or omissions by engineers or other design professionals on design or county code requirements of this project.

The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of applicable codes or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of applicable codes or any other ordinance of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the [illegible] from requiring the correction of errors.

[illegible] with technical codes and will be field-verified during inspection.

DEKALB COUNTY AP# 3053801

GARY EUBANKS No. 3272 PROFESSIONAL CHRIS WHITLEY 12-16-2022

MDA McFARLAND-DYER & ASSOCIATES
674 SKYE TRAIL THOMASVILLE, GEORGIA 31792
PHONE (770) 912-6558
EMAIL: CLARK@MDA.NET
WWW.COMDA.NET

- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 88,000 FEET AND AN ANGULAR ERROR OF 2" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE.
- AN FIELD MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 350,292 FEET.
- A TRIMBLE ROBOTIC TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.
- FIELD DATA WAS COMPLETED ON 04/09/2018. (UPDATE ON 05/02/2020)

| DESCRIPTION | DATE |
|---|---|
| FINAL PLAT | 05/02/2022 |
| REVISION 1 | 07/26/2022 |

JOB NO. 180206
DRAWN BY: JH
CHECKED BY: JCW
SURVEYED BY: KB

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MCFARLAND-DYER
& ASSOCIATES, INC.

FINAL PLAT FOR:
PARKSIDE
(AKA GARDENS OF EAST AVENUE)
(AKA CLARKSTON TRACT)

LL 67 & 96, 18TH DISTRICT
CITY OF CLARKSTON
DEKALB COUNTY, GEORGIA

FINAL PLAT

SHEET 4 OF 6

CITY OF CLARKSTON

where possibilities grow

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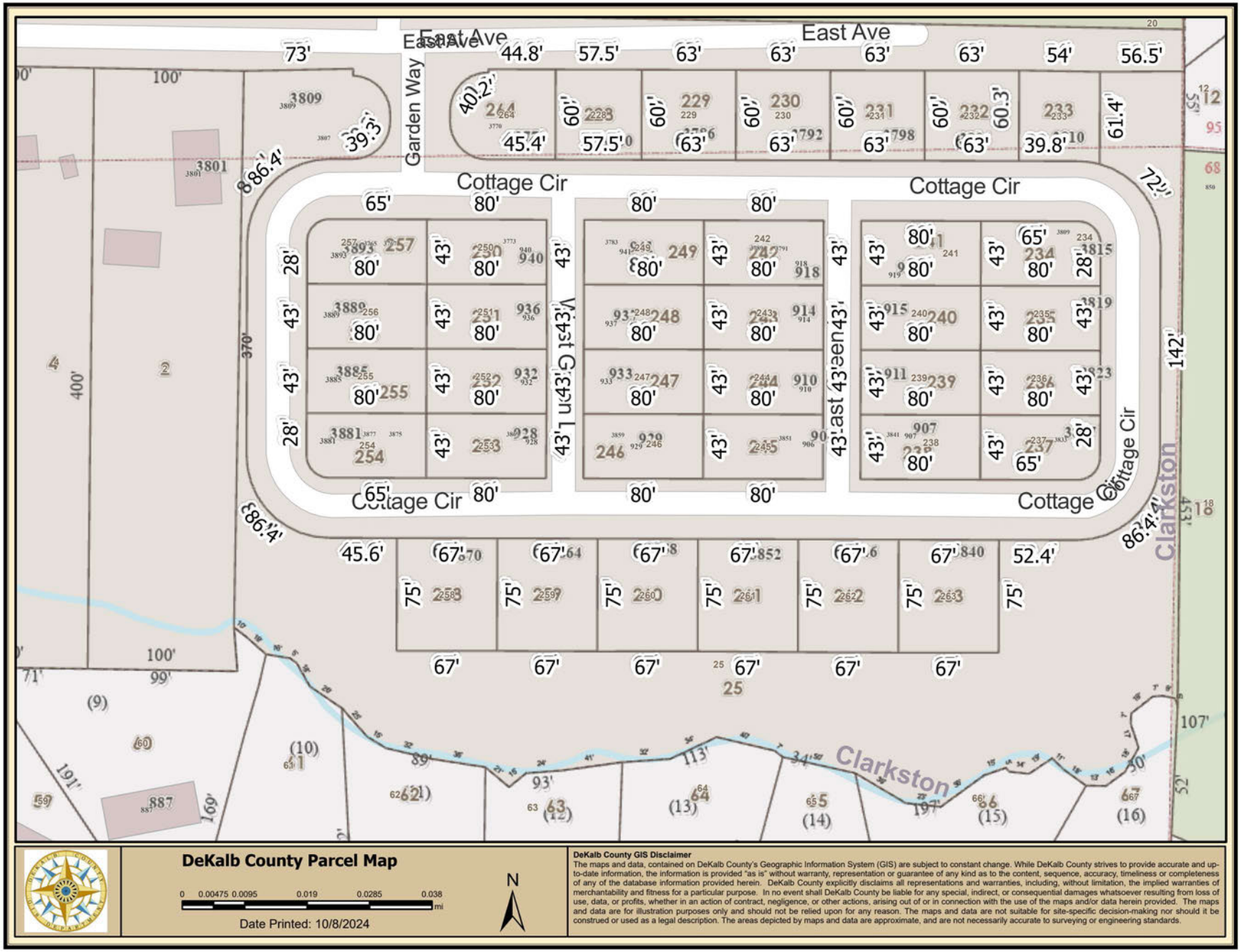
East Ave
East Ave
East Ave
Garden Way
Cottage Cir
Cottage Cir
Cottage Cir
Cottage Cir
Cottage Cir
West Glen
East Glen
Clarkston
Clarkston
73'
44.8'
57.5'
63'
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56.5'
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3809
3801
886.4'
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CITY OF CLARKSTON
where possibilities grow

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**DeKalb County GIS Disclaimer**

The maps and data, contained on DeKalb County's Geographic Information System (GIS) are subject to constant change. While DeKalb County strives to provide accurate and up-to-date information, the information is provided "as is" without warranty, representation or guarantee of any kind as to the content, sequence, accuracy, timeliness or completeness of any of the database information provided herein. DeKalb County explicitly disclaims all representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. In no event shall DeKalb County be liable for any special, indirect, or consequential damages whatsoever resulting from loss of use, data, or profits, whether in an action of contract, negligence, or other actions, arising out of or in connection with the use of the maps and/or data herein provided. The maps and data are for illustration purposes only and should not be relied upon for any reason. The maps and data are not suitable for site-specific decision-making nor should it be construed or used as a legal description. The areas depicted by maps and data are approximate, and are not necessarily accurate to surveying or engineering standards.

KSIDE
clarkston, ga

COMMUNITY IS UNDER VIDEO SURVEILLANCE 24 HOURS

**REZONING NOTICE PUBLIC HEARING**

Case No. MOD24-10-001 Phone No. 404-296-6439

From: Carport To: Carport or Garage

Purpose: To add the word "Garage" to zoning condition

Location: CLARKSTON CITY HALL
3921 Church Street
Clarkston, Georgia 30021

PLANNING & ZONING: DATE: 10-15-24 TIME: 2:00pm

CITY COUNCIL: DATE: 11-7-24 TIME: 2:00pm

# CITY OF CLARKSTON

**ITEM NO:** 9J

## CITY COUNCIL WORK SESSION/ MEETING

**MEETING TYPE:**
Council Meeting

## AGENDA ITEM SUMMARY SHEET

**ACTION TYPE:**
Approval

## MEETING DATE: NOVEMBER 7, 2024

**SUBJECT**: To consider an ordinance to amend Chapter 2, Article 2 of the City Code concerning Council meetings.

**DEPARTMENT:** CITY ADMINISTRATION

**PUBLIC HEARING:** ☐YES ☒ NO

**ATTACHMENT:** ☐☒YES ☐NO
**PAGES:**

**PRESENTER CONTACT INFO:**
Councilmembers Debra Johnson and Susan Hood
**PHONE NUMBER:** 404-296-6489

**PURPOSE:** To consider an ordinance by the City of Clarkston to amend Chapter 2, Article 2 of the city code concerning council meetings; to clarify how council meetings will be conducted, including how the agenda will be set, how councilmembers will conduct their discussions, and how deferred business items will be addressed at future meetings; to provide for a time limit for council meetings; to mandate councilmember attendance and provide for penalties for excessive absences; and for other purposes.

**NEED/ IMPACT**: To make changes to the city code that will establish rules concerning the conduct of city council meetings to standardize procedures, encourage efficiency and address councilmember absences.

**RECOMMENDATION**: N/A

**ORDINANCE NO. _____**

**AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND CHAPTER 2, ARTICLE 2 OF THE CITY CODE CONCERNING COUNCIL MEETINGS; TO CLARIFY HOW COUNCIL MEETINGS WILL BE CONDUCTED, INCLUDING HOW THE AGENDA WILL BE SET, HOW COUNCILMEMBERS WILL CONDUCT THEIR DISCUSSIONS, AND HOW DEFERRED BUSINESS ITEMS WILL BE ADDRESSED AT FUTURE MEETINGS; TO PROVIDE FOR A TIME LIMIT FOR COUNCIL MEETINGS; TO MANDATE COUNCILMEMBER ATTENDANCE AND PROVIDE FOR PENALTIES FOR EXCESSIVE ABSENCES; AND FOR OTHER PURPOSES.**

**WHEREAS,** City Charter § 2.02(d) provides that "the council may, by ordinance, adopt rules and by-laws to govern the conduct of its business; including procedures and penalties for compelling the attendance of absent members"; and

**WHEREAS,** the City Council desires to do so by means of this ordinance, in order to clearly establish the rules for conducting its business and the expectations of its members.

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

**SECTION 1.** Section 2-25 of the City Code is hereby repealed and replaced with the following language:

"**Sec. 2-25. Rules for proceedings during city council meetings.**

(a) *Time for discussion at work sessions.* The time allocated for discussion and comment on each work session agenda item is a maximum of 20 minutes for councilmembers and a separate maximum of 20 minutes for public comments per item. The mayor may extend either or both time limits.

(b) *Presentations:*

1. Presentations are agenda items, separate from public comment, in which a person or group is granted time to address the city council during its meeting.
2. A maximum of three (3) presentations should be scheduled per meeting, unless a majority of the council votes to add an additional presentation or presentations when adopting the meeting agenda.
3. Presentations should be made in-person whenever possible, rather than remotely.
4. If a presentation is sponsored by an elected official that person should introduce the presenter.
5. Presentations sponsored by a councilmember should be limited to 5 minutes in duration. The mayor may approve additional time.
6. If a presentation includes written materials or a slide display, a draft of these materials ~~Copies of presentation material~~ should be provided to the city clerk in advance and attached to the published agenda packet when possible. At the time of the presentation, copies of any such materials ~~the material~~ must be available to

the mayor, city council members, city manager, and members of the public in attendance.

(c) *Deferred items.* No item that has been tabled, postponed, deferred, ~~referred to a Standing Advisory Committee ("SAC"),~~ or withdrawn by consensus at work session should be discussed or voted on at the immediately following regular city council meeting, except to formally defer the item to a future meeting or refer it to a Standing Advisory Committee ~~SAC~~.

(d) *Mayor and councilmember reports.* ~~Remarks during this portion of regular meetings should relate to meetings attended, upcoming events, announcements, resident acknowledgments, and other similar topics.~~ This is not a time for discussion by or among councilmembers of council business.

(e) *Length of councilmember discussions*:

1. In the interest of efficiency, during discussions councilmembers are urged to answer questions from the mayor and other councilmembers but not to repeat earlier comments and talking points.
2. Councilmembers are urged to limit their comments to a maximum of 3 minutes.
3. In situations where council discussion exceeds 20 minutes, councilmembers are urged to refer the agenda item to the relevant Standing Advisory Commitee or defer the item to the next following council meeting.

(f) *Total length of meetings*:

1. All regular city council meetings and work sessions shall adjourn by 11:00 pm unless a vote is taken by 10:30 p.m. to extend the meeting.
2. The city clerk will alert the council at 10:15 p.m. The motion to extend should include the title of the item(s) to be considered after 11:00 p.m. and set a new ending time for the meeting.
3. Additional items of business will not be discussed after 11:00 p.m. unless a motion to consider the item(s) is passed.
4. At 11:00 pm, if the meeting has not been extended by majority vote of the council, the mayor will call for a vote to adjourn the meeting.
5. Upon adjournment, all items on the agenda that were not reached will automatically appear on the next work session agenda at the beginning of the New Business section of the agnda."

**SECTION 2.** Chapter 2, Article 2, of the City Code is hereby amended to add new Section 2-35, which shall provide as follows:

"**Sec. 2-35. Procedures for setting agendas**.

Agendas for meetings of the City Council shall be set according to the following procedures:

(a) *Adding items to the agenda in advance*:

1. The city manager may place any business item on the agenda that he or she deems pertinent to the business of the City.
2. In order for councilmembers to place an item (including, but not limited to, presentations) on a council meeting agenda prior to the meeting, one councilmember must sponsor the item, and a second councilmember must affirmatively indicate to the city manager their agreement to have the item placed on the agenda. If such an item is sponsored by the mayor, two councilmembers must affirmatively indicate to the city manager their agreement to have the item placed on the agenda. The councilmember (or mayor) that sponsors an item shall provide any supporting materials for the agenda packet to the city manager at the time of proposing the agenda item.
3. In the case of work sessions only, each councilmember and the mayor are limited to sponsoring a maximum of two agenda items per meeting for advance placement on the agenda. However, a majority of the Council may vote to add an additional item or items sponsored by the same councilmember when adopting the meeting agenda.
4. For continuity, all agenda items on a work session agenda must appear on the immediately following city council meeting agenda.

(b) *Requirement for prior appearance on work session agenda before regular meeting*. To ensure that the public is aware of prior discussions on a potential agenda item, councilmembers may not add an item to a regular meeting agenda unless it has appeared on a work session agenda within the seventy-five days preceding the regular meeting. This requirement may be waived by unanimous vote of the City Council at the time the final adoption of the regular meeting agenda.

(c) *Deferred items*. Items that have been tabled, postponed, deferred, referred to a Standing Advisory Committee, or withdrawn at work session should be so noted on the following city council regular meeting agenda.

(d) *Publication of advance agenda*. The City Clerk shall cause the anticipated agenda for each regular meeting and work session to be published on the City's website and posted at City Hall as soon as possible, but not later than forty-eight (48) hours prior to the start of the meeting.

(e) *Final adoption of agenda*. At the regular meeting or work session, the Council shall, by majority vote, adopt the agenda for the meeting before doing any other business. The advance agenda may be amended at this time, as necessary, by proper motion and majority vote."

SECTION 3. Chapter 2, Article 2, of the City Code is hereby amended to add new Section 2-36, which shall provide as follows:

"**Sec. 2-36. Attendance by mayor and councilmembers; penalty for excessive absences.**

The mayor and each councilmember are expected to attend all work sessions and regular

meetings if possible. Absences shall be addressed according to the following rules and penalties:

(a) Councilmembers should notify the mayor or city manager as soon as possible if they are not able to attend a work session or council meeting in person or remotely. Their absence will be announced at roll call.

(b) *Remote attendance*. Pursuant to O.C.G.A. § 50-14-1(g), absent emergency conditions or the written opinion of a physician or other health professional that reasons of health prevent a member's physical presence, no member shall participate by teleconference more than twice in one calendar year.

(c) When the mayor or a councilmember is absent from more than two meetings (which include both work sessions and regular meetings) during a calendar year, the city council may, by majority vote, impose a fine not to exceed $350 for each such meeting missed. For purposes of this section, the mayor or a councilmember is not absent if they attend the meeting remotely as permitted by O.C.G.A. § 50-14-1(g), or if their attendance was prevented by an emergency (as determined by the discretion of the city council)."

**SECTION 4.** This ordinance shall become effective immediately upon its adoption by the City Council and signature of the Mayor. Any ordinance in conflict herewith is hereby repealed.

**SO ORDAINED,** this _____ day of _____, 2024.

ATTEST:

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

By_____
Tomika Mitchell, City Clerk

_____
Beverly H. Burks, Mayor

Approved as to Form:

_____
Stephen G. Quinn, City Attorney

**ORDINANCE NO. _____**

**AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND CHAPTER 2, ARTICLE 2 OF THE CITY CODE CONCERNING COUNCIL MEETINGS; TO CLARIFY HOW COUNCIL MEETINGS WILL BE CONDUCTED, INCLUDING HOW THE AGENDA WILL BE SET, HOW COUNCILMEMBERS WILL CONDUCT THEIR DISCUSSIONS, AND HOW DEFERRED BUSINESS ITEMS WILL BE ADDRESSED AT FUTURE MEETINGS; TO PROVIDE FOR A TIME LIMIT FOR COUNCIL MEETINGS; TO MANDATE COUNCILMEMBER ATTENDANCE AND PROVIDE FOR PENALTIES FOR EXCESSIVE ABSENCES; AND FOR OTHER PURPOSES.**

**WHEREAS,** City Charter § 2.02(d) provides that "the council may, by ordinance, adopt rules and by-laws to govern the conduct of its business; including procedures and penalties for compelling the attendance of absent members"; and

**WHEREAS,** the City Council desires to do so by means of this ordinance, in order to clearly establish the rules for conducting its business and the expectations of its members.

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

**SECTION 1.** Section 2-25 of the City Code is hereby repealed and replaced with the following language:

"**Sec. 2-25. Rules for proceedings during city council meetings.**

(a) *Time for discussion at work sessions.* The time allocated for discussion and comment on each work session agenda item is a maximum of 20 minutes for councilmembers and a separate maximum of 20 minutes for public comments per item. The mayor may extend either or both time limits.

(b) *Presentations:*

1. Presentations are agenda items, separate from public comment, in which a person or group is granted time to address the city council during its meeting.
2. A maximum of three (3) presentations should be scheduled per meeting, unless a majority of the council votes to add an additional presentation or presentations when adopting the meeting agenda.
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4. If a presentation is sponsored by an elected official that person should introduce the presenter.
5. Presentations sponsored by a councilmember should be limited to 5 minutes in duration. The mayor may approve additional time.
6. If a presentation includes written materials or a slide display, a draft of these materials should be provided to the city clerk in advance and attached to the published agenda packet when possible. At the time of the presentation, copies of any such materials must be available to the mayor, city council members, city

manager, and members of the public in attendance.

(c) *Deferred items.* No item that has been tabled, postponed, deferred, or withdrawn by consensus at work session should be discussed or voted on at the immediately following regular city council meeting, except to formally defer the item to a future meeting or refer it to a Standing Advisory Committee.

(d) *Mayor and councilmember reports.* This is not a time for discussion by or among councilmembers of council business.

(e) *Length of councilmember discussions*:

1. In the interest of efficiency, during discussions councilmembers are urged to answer questions from the mayor and other councilmembers but not to repeat earlier comments and talking points.
2. Councilmembers are urged to limit their comments to a maximum of 3 minutes.
3. In situations where council discussion exceeds 20 minutes, councilmembers are urged to refer the agenda item to the relevant Standing Advisory Commitee or defer the item to the next following council meeting.

(f) *Total length of meetings*:

1. All regular city council meetings and work sessions shall adjourn by 11:00 pm unless a vote is taken by 10:30 p.m. to extend the meeting.
2. The city clerk will alert the council at 10:15 p.m. The motion to extend should include the title of the item(s) to be considered after 11:00 p.m. and set a new ending time for the meeting.
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5. Upon adjournment, all items on the agenda that were not reached will automatically appear on the next work session agenda at the beginning of the New Business section of the agnda."

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Agendas for meetings of the City Council shall be set according to the following procedures:

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1. The city manager may place any business item on the agenda that he or she deems pertinent to the business of the City.
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councilmember must sponsor the item, and a second councilmember must affirmatively indicate to the city manager their agreement to have the item placed on the agenda. If such an item is sponsored by the mayor, two councilmembers must affirmatively indicate to the city manager their agreement to have the item placed on the agenda. The councilmember (or mayor) that sponsors an item shall provide any supporting materials for the agenda packet to the city manager at the time of proposing the agenda item.

3. In the case of work sessions only, each councilmember and the mayor are limited to sponsoring a maximum of two agenda items per meeting for advance placement on the agenda. However, a majority of the Council may vote to add an additional item or items sponsored by the same councilmember when adopting the meeting agenda.
4. For continuity, all agenda items on a work session agenda must appear on the immediately following city council meeting agenda.

(b) *Requirement for prior appearance on work session agenda before regular meeting*. To ensure that the public is aware of prior discussions on a potential agenda item, councilmembers may not add an item to a regular meeting agenda unless it has appeared on a work session agenda within the seventy-five days preceding the regular meeting. This requirement may be waived by unanimous vote of the City Council at the time the final adoption of the regular meeting agenda.

(c) *Deferred items*. Items that have been tabled, postponed, deferred, referred to a Standing Advisory Committee, or withdrawn at work session should be so noted on the following city council regular meeting agenda.

(d) *Publication of advance agenda*. The City Clerk shall cause the anticipated agenda for each regular meeting and work session to be published on the City's website and posted at City Hall as soon as possible, but not later than forty-eight (48) hours prior to the start of the meeting.

(e) *Final adoption of agenda*. At the regular meeting or work session, the Council shall, by majority vote, adopt the agenda for the meeting before doing any other business. The advance agenda may be amended at this time, as necessary, by proper motion and majority vote."

SECTION 3. Chapter 2, Article 2, of the City Code is hereby amended to add new Section 2-36, which shall provide as follows:

"**Sec. 2-36. Attendance by mayor and councilmembers; penalty for excessive absences.**

The mayor and each councilmember are expected to attend all work sessions and regular meetings if possible. Absences shall be addressed according to the following rules and penalties:

(a) Councilmembers should notify the mayor or city manager as soon as possible if they are not able to attend a work session or council meeting in person or remotely. Their absence will be announced at roll call.

(b) *Remote attendance*. Pursuant to O.C.G.A. § 50-14-1(g), absent emergency conditions or the written opinion of a physician or other health professional that reasons of health prevent a member's physical presence, no member shall participate by teleconference more than twice in one calendar year.

(c) When the mayor or a councilmember is absent from more than two meetings (which include both work sessions and regular meetings) during a calendar year, the city council may, by majority vote, impose a fine not to exceed $350 for each such meeting missed. For purposes of this section, the mayor or a councilmember is not absent if they attend the meeting remotely as permitted by O.C.G.A. § 50-14-1(g), or if their attendance was prevented by an emergency (as determined by the discretion of the city council)."

**SECTION 4.** This ordinance shall become effective immediately upon its adoption by the City Council and signature of the Mayor. Any ordinance in conflict herewith is hereby repealed.

**SO ORDAINED,** this _____ day of _____, 2024.

ATTEST:

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

By_____
Tomika Mitchell, City Clerk

_____
Beverly H. Burks, Mayor

Approved as to Form:

Stephen Quinn
Stephen G. Quinn, City Attorney

**ORDINANCE NO. _____**

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**WHEREAS,** City Charter § 2.02(d) provides that "the council may, by ordinance, adopt rules and by-laws to govern the conduct of its business; including procedures and penalties for compelling the attendance of absent members"; and

**WHEREAS,** the City Council desires to do so by means of this ordinance, in order to clearly establish the rules for conducting its business and the expectations of its members.

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

**SECTION 1.** Section 2-25 of the City Code is hereby repealed and replaced with the following language:

"**Sec. 2-25. Rules for proceedings during city council meetings.**

(a) *Time for discussion at work sessions.* The time allocated for discussion and comment on each work session agenda item is a maximum of 20 minutes for councilmembers and a separate maximum of 20 minutes for public comments per item. The mayor may extend either or both time limits.

(b) *Presentations:*

1. Presentations are agenda items, separate from public comment, in which a person or group is granted time to address the city council during its meeting.
2. A maximum of three (3) presentations should be scheduled per meeting, unless a majority of the council votes to add an additional presentation or presentations when adopting the meeting agenda.
3. Presentations should be made in-person whenever possible, rather than remotely.
4. If a presentation is sponsored by an elected official that person should introduce the presenter.
5. Presentations sponsored by a councilmember should be limited to 5 minutes in duration. The mayor may approve additional time.
6. If a presentation includes written materials or a slide display, a draft of these materials ~~Copies of presentation material~~ should be provided to the city clerk in advance and attached to the published agenda packet when possible. At the time of the presentation, copies of any such materials ~~the material~~ must be available to

the mayor, city council members, city manager, and members of the public in attendance.

7. Presentations that do not pertain to an action item for the City Council (at that meeting or a meeting anticipated in the near future) will not be allowed.

(c) *Deferred items.* No item that has been tabled, postponed, deferred, ~~referred to a Standing Advisory Committee ("SAC"),~~ or withdrawn by consensus at work session should be discussed or voted on at the immediately following regular city council meeting, except to formally defer the item to a future meeting or refer it to a Standing Advisory Committee ~~SAC~~.

(d) *Mayor and councilmember reports.* ~~Remarks during this portion of regular meetings should relate to meetings attended, upcoming events, announcements, resident acknowledgments, and other similar topics.~~ This is not a time for discussion by or among councilmembers of council business.

(e) *Length of councilmember discussions*:

1. In the interest of efficiency, during discussions councilmembers are urged to answer questions from the mayor and other councilmembers but not to repeat earlier comments and talking points.
2. Councilmembers are urged to limit their comments to a maximum of 3 minutes.
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(f) *Total length of meetings*:

1. All regular city council meetings and work sessions shall adjourn by 11:00 pm unless a vote is taken by 10:30 p.m. to extend the meeting.
2. The city clerk will alert the council at 10:15 p.m. The motion to extend should include the title of the item(s) to be considered after 11:00 p.m. and set a new ending time for the meeting.
3. Additional items of business will not be discussed after 11:00 p.m. unless a motion to consider the item(s) is passed.
4. At 11:00 pm, if the meeting has not been extended by majority vote of the council, the mayor will call for a vote to adjourn the meeting.
5. Upon adjournment, all items on the agenda that were not reached will automatically appear on the next work session agenda at the beginning of the New Business section of the agnda."

**SECTION 2.** Chapter 2, Article 2, of the City Code is hereby amended to add new Section 2-35, which shall provide as follows:

"**Sec. 2-35. Procedures for setting agendas**.

Agendas for meetings of the City Council shall be set according to the following procedures:

(a) *Adding items to the agenda in advance*:

1. The city manager may place any business item on the agenda that he or she deems pertinent to the business of the City.
2. In order for councilmembers to place an item (including, but not limited to, presentations) on a council meeting agenda prior to the meeting, one councilmember must sponsor the item, and a second councilmember must affirmatively indicate to the city manager their agreement to have the item placed on the agenda. If such an item is sponsored by the mayor, two councilmembers must affirmatively indicate to the city manager their agreement to have the item placed on the agenda. The councilmember (or mayor) that sponsors an item shall provide any supporting materials for the agenda packet to the city manager at the time of proposing the agenda item.
3. In the case of work sessions only, each councilmember and the mayor are limited to sponsoring a maximum of two agenda items per meeting for advance placement on the agenda. However, a majority of the Council may vote to add an additional item or items sponsored by the same councilmember when adopting the meeting agenda.
4. For continuity, all agenda items on a work session agenda must appear on the immediately following city council meeting agenda.

(b) *Requirement for prior appearance on work session agenda before regular meeting*. To ensure that the public is aware of prior discussions on a potential agenda item, councilmembers may not add an item to a regular meeting agenda unless it has appeared on a work session agenda within the seventy-five days preceding the regular meeting. This requirement may be waived by unanimous vote of the City Council at the time the final adoption of the regular meeting agenda.

(c) *Deferred items*. Items that have been tabled, postponed, deferred, referred to a Standing Advisory Committee, or withdrawn at work session should be so noted on the following city council regular meeting agenda.

(d) *Publication of advance agenda*. The City Clerk shall cause the anticipated agenda for each regular meeting and work session to be published on the City's website and posted at City Hall as soon as possible, but not later than forty-eight (48) hours prior to the start of the meeting.

(e) *Final adoption of agenda*. At the regular meeting or work session, the Council shall, by majority vote, adopt the agenda for the meeting before doing any other business. The advance agenda may be amended at this time, as necessary, by proper motion and majority vote."

SECTION 3. Chapter 2, Article 2, of the City Code is hereby amended to add new Section 2-36, which shall provide as follows:

"**Sec. 2-36. Attendance by mayor and councilmembers; penalty for excessive absences.**

The mayor and each councilmember are expected to attend all work sessions and regular meetings if possible. Absences shall be addressed according to the following rules and penalties:

(a) Councilmembers should notify the mayor or city manager as soon as possible if they are not able to attend a work session or council meeting in person or remotely. Their absence will be announced at roll call.

(b) *Remote attendance*. Pursuant to O.C.G.A. § 50-14-1(g), absent emergency conditions or the written opinion of a physician or other health professional that reasons of health prevent a member's physical presence, no member shall participate by teleconference more than twice in one calendar year.

(c) When the mayor or a councilmember is absent from more than two meetings (which include both work sessions and regular meetings) during a calendar year, the city council may, by majority vote, impose a fine not to exceed $350 for each such meeting missed. For purposes of this section, the mayor or a councilmember is not absent if they attend the meeting remotely as permitted by O.C.G.A. § 50-14-1(g), or if their attendance was prevented by an emergency (as determined by the discretion of the city council)."

**SECTION 4.** This ordinance shall become effective immediately upon its adoption by the City Council and signature of the Mayor. Any ordinance in conflict herewith is hereby repealed.

**SO ORDAINED,** this _____ day of _____, 2024.

ATTEST:

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

By_____
Tomika Mitchell, City Clerk

_____
Beverly H. Burks, Mayor

Approved as to Form:

_____
Stephen G. Quinn, City Attorney

**ORDINANCE NO. _____**

**AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND CHAPTER 2, ARTICLE 2 OF THE CITY CODE CONCERNING COUNCIL MEETINGS; TO CLARIFY HOW COUNCIL MEETINGS WILL BE CONDUCTED, INCLUDING HOW THE AGENDA WILL BE SET, HOW COUNCILMEMBERS WILL CONDUCT THEIR DISCUSSIONS, AND HOW DEFERRED BUSINESS ITEMS WILL BE ADDRESSED AT FUTURE MEETINGS; TO PROVIDE FOR A TIME LIMIT FOR COUNCIL MEETINGS; TO MANDATE COUNCILMEMBER ATTENDANCE AND PROVIDE FOR PENALTIES FOR EXCESSIVE ABSENCES; AND FOR OTHER PURPOSES.**

**WHEREAS,** City Charter § 2.02(d) provides that "the council may, by ordinance, adopt rules and by-laws to govern the conduct of its business; including procedures and penalties for compelling the attendance of absent members"; and

**WHEREAS,** the City Council desires to do so by means of this ordinance, in order to clearly establish the rules for conducting its business and the expectations of its members.

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

**SECTION 1.** Section 2-25 of the City Code is hereby repealed and replaced with the following language:

"**Sec. 2-25. Rules for proceedings during city council meetings.**

(a) *Time for discussion at work sessions.* The time allocated for discussion and comment on each work session agenda item is a maximum of 20 minutes for councilmembers and a separate maximum of 20 minutes for public comments per item. The mayor may extend either or both time limits.

(b) *Presentations:*

1. Presentations are agenda items, separate from public comment, in which a person or group is granted time to address the city council during its meeting.
2. A maximum of three (3) presentations should be scheduled per meeting, unless a majority of the council votes to add an additional presentation or presentations when adopting the meeting agenda.
3. Presentations should be made in-person whenever possible, rather than remotely.
4. If a presentation is sponsored by an elected official that person should introduce the presenter.
5. Presentations sponsored by a councilmember should be limited to 5 minutes in duration. The mayor may approve additional time.
6. If a presentation includes written materials or a slide display, a draft of these materials should be provided to the city clerk in advance and attached to the published agenda packet when possible. At the time of the presentation, copies of any such materials must be available to the mayor, city council members, city

manager, and members of the public in attendance.

7. Presentations that do not pertain to an action item for the City Council (at that meeting or a meeting anticipated in the near future) will not be allowed.

(c) *Deferred items.* No item that has been tabled, postponed, deferred, or withdrawn by consensus at work session should be discussed or voted on at the immediately following regular city council meeting, except to formally defer the item to a future meeting or refer it to a Standing Advisory Committee.

(d) *Mayor and councilmember reports.* This is not a time for discussion by or among councilmembers of council business.

(e) *Length of councilmember discussions*:

1. In the interest of efficiency, during discussions councilmembers are urged to answer questions from the mayor and other councilmembers but not to repeat earlier comments and talking points.
2. Councilmembers are urged to limit their comments to a maximum of 3 minutes.
3. In situations where council discussion exceeds 20 minutes, councilmembers are urged to refer the agenda item to the relevant Standing Advisory Commitee or defer the item to the next following council meeting.

(f) *Total length of meetings*:

1. All regular city council meetings and work sessions shall adjourn by 11:00 pm unless a vote is taken by 10:30 p.m. to extend the meeting.
2. The city clerk will alert the council at 10:15 p.m. The motion to extend should include the title of the item(s) to be considered after 11:00 p.m. and set a new ending time for the meeting.
3. Additional items of business will not be discussed after 11:00 p.m. unless a motion to consider the item(s) is passed.
4. At 11:00 pm, if the meeting has not been extended by majority vote of the council, the mayor will call for a vote to adjourn the meeting.
5. Upon adjournment, all items on the agenda that were not reached will automatically appear on the next work session agenda at the beginning of the New Business section of the agnda."

**SECTION 2.** Chapter 2, Article 2, of the City Code is hereby amended to add new Section 2-35, which shall provide as follows:

"**Sec. 2-35. Procedures for setting agendas**.

Agendas for meetings of the City Council shall be set according to the following procedures:

(a) *Adding items to the agenda in advance*:

1. The city manager may place any business item on the agenda that he or she deems pertinent to the business of the City.

2. In order for councilmembers to place an item (including, but not limited to, presentations) on a council meeting agenda prior to the meeting, one councilmember must sponsor the item, and a second councilmember must affirmatively indicate to the city manager their agreement to have the item placed on the agenda. If such an item is sponsored by the mayor, two councilmembers must affirmatively indicate to the city manager their agreement to have the item placed on the agenda. The councilmember (or mayor) that sponsors an item shall provide any supporting materials for the agenda packet to the city manager at the time of proposing the agenda item.
3. In the case of work sessions only, each councilmember and the mayor are limited to sponsoring a maximum of two agenda items per meeting for advance placement on the agenda. However, a majority of the Council may vote to add an additional item or items sponsored by the same councilmember when adopting the meeting agenda.
4. For continuity, all agenda items on a work session agenda must appear on the immediately following city council meeting agenda.

(b) *Requirement for prior appearance on work session agenda before regular meeting*. To ensure that the public is aware of prior discussions on a potential agenda item, councilmembers may not add an item to a regular meeting agenda unless it has appeared on a work session agenda within the seventy-five days preceding the regular meeting. This requirement may be waived by unanimous vote of the City Council at the time the final adoption of the regular meeting agenda.

(c) *Deferred items*. Items that have been tabled, postponed, deferred, referred to a Standing Advisory Committee, or withdrawn at work session should be so noted on the following city council regular meeting agenda.

(d) *Publication of advance agenda*. The City Clerk shall cause the anticipated agenda for each regular meeting and work session to be published on the City's website and posted at City Hall as soon as possible, but not later than forty-eight (48) hours prior to the start of the meeting.

(e) *Final adoption of agenda*. At the regular meeting or work session, the Council shall, by majority vote, adopt the agenda for the meeting before doing any other business. The advance agenda may be amended at this time, as necessary, by proper motion and majority vote."

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"**Sec. 2-36. Attendance by mayor and councilmembers; penalty for excessive absences.**

The mayor and each councilmember are expected to attend all work sessions and regular meetings if possible. Absences shall be addressed according to the following rules and penalties:

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(c) When the mayor or a councilmember is absent from more than two meetings (which include both work sessions and regular meetings) during a calendar year, the city council may, by majority vote, impose a fine not to exceed $350 for each such meeting missed. For purposes of this section, the mayor or a councilmember is not absent if they attend the meeting remotely as permitted by O.C.G.A. § 50-14-1(g), or if their attendance was prevented by an emergency (as determined by the discretion of the city council)."

**SECTION 4.** This ordinance shall become effective immediately upon its adoption by the City Council and signature of the Mayor. Any ordinance in conflict herewith is hereby repealed.

**SO ORDAINED,** this _____ day of _____, 2024.

ATTEST:

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

By_____
Tomika Mitchell, City Clerk

_____
Beverly H. Burks, Mayor

Approved as to Form:

Stephen Quinn
Stephen G. Quinn, City Attorney

**ORDINANCE NO. _____**

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**WHEREAS,** City Charter § 2.02(d) provides that "the council may, by ordinance, adopt rules and by-laws to govern the conduct of its business; including procedures and penalties for compelling the attendance of absent members"; and

**WHEREAS,** the City Council desires to do so by means of this ordinance, in order to clearly establish the rules for conducting its business and the expectations of its members.

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

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the mayor, city council members, city manager, and members of the public in attendance.

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(d) *Mayor and councilmember reports.* ~~Remarks during this portion of regular meetings should relate to meetings attended, upcoming events, announcements, resident acknowledgments, and other similar topics.~~ This is not a time for discussion by or among councilmembers of council business.

(e) *Length of councilmember discussions*:

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**SECTION 2.** Chapter 2, Article 2, of the City Code is hereby amended to add new Section 2-35, which shall provide as follows:

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1. The city manager may place any business item on the agenda that he or she deems

pertinent to the business of the City.

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3. In the case of work sessions only, each councilmember and the mayor are limited to sponsoring a maximum of two agenda items per meeting for advance placement on the agenda. However, a majority of the Council may vote to add an additional item or items sponsored by the same councilmember when adopting the meeting agenda.
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**SO ORDAINED,** this _____ day of _____, 2024.

ATTEST:

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

By_____
Tomika Mitchell, City Clerk

_____
Beverly H. Burks, Mayor

Approved as to Form:

_____
Stephen G. Quinn, City Attorney

Version C

**ORDINANCE NO. _____**

**AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND CHAPTER 2, ARTICLE 2 OF THE CITY CODE CONCERNING COUNCIL MEETINGS; TO CLARIFY HOW COUNCIL MEETINGS WILL BE CONDUCTED, INCLUDING HOW THE AGENDA WILL BE SET, HOW COUNCILMEMBERS WILL CONDUCT THEIR DISCUSSIONS, AND HOW DEFERRED BUSINESS ITEMS WILL BE ADDRESSED AT FUTURE MEETINGS; TO PROVIDE FOR A TIME LIMIT FOR COUNCIL MEETINGS; TO MANDATE COUNCILMEMBER ATTENDANCE AND PROVIDE FOR PENALTIES FOR EXCESSIVE ABSENCES; AND FOR OTHER PURPOSES.**

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(b) *Remote attendance*. Pursuant to O.C.G.A. § 50-14-1(g), absent emergency conditions or the written opinion of a physician or other health professional that reasons of health prevent a member's physical presence, no member shall participate by teleconference more than twice in one calendar year.

(c) When the mayor or a councilmember is absent from more than two meetings (which include both work sessions and regular meetings) during a calendar year, the city council may, by majority vote, impose a fine not to exceed $350 for each such meeting missed. For purposes of this section, the mayor or a councilmember is not absent if they attend the meeting remotely as permitted by O.C.G.A. § 50-14-1(g), or if their attendance was prevented by an emergency (as determined by the discretion of the city council)."

**SECTION 4.** This ordinance shall become effective immediately upon its adoption by the City Council and signature of the Mayor. Any ordinance in conflict herewith is hereby repealed.

**SO ORDAINED,** this _____ day of _____, 2024.

ATTEST:

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

By_____
Tomika Mitchell, City Clerk

_____
Beverly H. Burks, Mayor

Approved as to Form:

_____
Stephen G. Quinn, City Attorney

# CITY OF CLARKSTON

**ITEM NO:** 9K

## CITY COUNCIL WORK SESSION/ MEETING

**MEETING TYPE:**
Council Meeting

## AGENDA ITEM SUMMARY SHEET

**ACTION TYPE:**
Approval

## MEETING DATE: NOVEMBER 7, 2024

**SUBJECT**: To consider a resolution to regulate the utilization of the City Attorney's services by Councilmembers.

**DEPARTMENT:** CITY ADMINISTRATION

**PUBLIC HEARING:** ☐YES ☒ NO

**ATTACHMENT:** ☐☒YES ☐NO
**PAGES:**

**PRESENTER CONTACT INFO:**
Councilmembers Debra Johnson and Susan Hood
**PHONE NUMBER:** 404-296-6489

**PURPOSE:** For the City Council to control expenses incurred by engaging legal advice from the city attorney and ensure that the city manager is kept abreast of legal issues.

**NEED/ IMPACT**: To regulate the utilization of the City Attorney's services by Councilmembers.

**RECOMMENDATION**: N/A

**RESOLUTION NO. _____**

**A RESOLUTION BY THE CLARKSTION CITY COUNCIL TO REGULATE THE UTILIZATION OF THE CITY ATTORNEY'S SERVICES BY COUNCILMEMBERS.**

**WHEREAS,** the City Council desires to control expenses incurred by engaging legal advice from the city attorney and ensure that the city manager is kept abreast of legal issues.

**NOW THEREFORE, BE IT RESOLVED** as follows:

1. Councilmembers should consult with the city manager before communicating directly with the city attorney. Councilmembers need not consult with the city manager first when the matter can be discussed with the city attorney in fifteen minutes or less, when the councilmember seeks advice about complying with the code of ethics, or when the matter is a personnel matter related to the city manager.

2. In any circumstance where an elected official believes they may have a potential conflict of interest, or other matters related to the code of ethics, such official is encouraged to consult directly with the city attorney for advice or a written opinion. The city manager may also request advice or an opinion from the city attorney regarding an elected official's potential conflict of interest on matters related to city business.

**SO RESOLVED,** this _____ day of _____, 2024.

ATTEST:

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

By_____
Tomika Mitchell, City Clerk

_____
Beverly H. Burks, Mayor

Approved as to Form:

_____
Stephen G. Quinn, City Attorney

# CITY OF CLARKSTON

**ITEM NO:** 9L

## CITY COUNCIL WORK SESSION/ MEETING

**MEETING TYPE:**
Council Meeting

## AGENDA ITEM SUMMARY SHEET

**ACTION TYPE:**
Approval

## MEETING DATE: NOVEMBER 7, 2024

**SUBJECT**: To consider an ordinance to amend Chapter 2, Article 3 of the City Code concerning the Code of Ethics to prohibit cash advances to elected officials to exclude per diems.

**DEPARTMENT:** CITY ADMINISTRATION

**PUBLIC HEARING:** ☐YES ☒ NO

**ATTACHMENT:** ☐☒YES ☐NO
**PAGES:**

**PRESENTER CONTACT INFO:**
Councilmembers Debra Johnson and Susan Hood
**PHONE NUMBER:** 404-296-6489

**PURPOSE:** For the City Council to clearly prohibit the mayor and any councilmember from requesting or receiving any cash advance from the City. This shall not apply to the payment of per diem for travel associated with an approved trip for city business or education purposes."

**NEED/ IMPACT**: To prohibit cash advances to elected officials to exclude per diems.

**RECOMMENDATION**: N/A

**ORDINANCE NO. _____**

**AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND CHAPTER 2, ARTICLE 3 OF THE CITY CODE CONCERNING THE CODE OF ETHICS TO PROHIBIT CASH ADVANCES OF COMPENSATION TO ELECTED OFFICIALS.**

**WHEREAS**, the Mayor and Councilmembers receive compensation from the City for their service pursuant to City Charter § 2.02(b) and City Code §§ 2-2 and 2-3; and

**WHEREAS,** the Mayor and City Council desire to clearly prohibit the mayor and any councilmember from requesting or receiving any cash advance of such compensation from the City.

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

**SECTION 1.** New Section 2-55 of the City Code is hereby adopted and shall provide as follows:

"**Sec. 2-55. Cash advance of compensation prohibited.**

Neither the mayor nor any councilmember shall request nor accept a cash advance of their compensation paid by the City."

**SECTION 2.** This ordinance shall become effective immediately upon its adoption by the City Council and signature of the Mayor. Any ordinance in conflict herewith is hereby repealed.

**SO ORDAINED,** this _____ day of _____, 2024.

ATTEST:

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

By_____
Tomika Mitchell, City Clerk

_____
Beverly H. Burks, Mayor

Approved as to Form:

Stephen Quinn
Stephen G. Quinn, City Attorney