



where possibilities grow

3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021

(404) 296-6489 ♦ WWW.CLARKSTONGA.GOV

Mayor Beverly H. Burks

Councilmembers:

Debra Johnson-Vice Mayor

Awet Eyasu

Jamie Carroll

Laura Hopkins

Yterenickia Bell

Susan Hood

Tammi Saddler Jones, Interim City Manager

CITY COUNCIL MEETING AGENDA

December 5, 2023 - 7:00PM
IN-PERSON/ HYBRID

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATION/ ADMINISTRATIVE BUSINESS

A. To approve the following meeting minutes:

- 11/09/2023 – City Council Meeting
- 11/28/2023 – Special Called City Council Meeting
- 11/28/2023 – City Council Work Session

4. REPORTS

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

5. PUBLIC COMMENTS

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

6. OLD BUSINESS

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

7. CONSENT AGENDA

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

8. NEW BUSINESS

- A. To present the Proposed FY 2024 Operating & Enterprise Fund Budget.
- B. Public Hearing – Public Comments on the Proposed FY 2024 Operating & Enterprise Fund Budget.
- C. To approve an ordinance to adopt the FY 2024 Operating & Enterprise Fund Budget.
- D. To approve a resolution authorizing a Master Services Agreement with Flock Group, Inc. for License Plate Readers (LPR).



- E. To approve a resolution authorizing an agreement with Georgia Association of Chiefs of Police (GACP) to provide promotional assessment center services to select an Assistant Police Chief.
- F. To approve a resolution authorizing a Service Agreement with Fūsus for cameras.
- G. To approve an ordinance to adopt the new Chapter 23 of the Clarkston City Code to regulate litter.
- H. To approve amending the 2023 City Holiday Calendar adding Friday, December 22, 2023, and Friday December 29, 2023, as a City Holiday.
- I. To approve the proposed 2024 City Council Regular and Work Session Meeting dates and 2024 City Holiday Calendar.
- J. To refer the Brockett Triangle Community Garden project to the Transportation and Environment Committee.
- K. To approve a resolution activating the Clarkston Downtown Development Authority.

9. EXECUTIVE SESSION

- A. To discuss a real estate matter.

10. ADJOURNMENT

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Meeting at 7:00 p.m. on Tuesday, December 5, 2023. 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_Bbo9TbbPTHqpsouysonPkw

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 THURSDAY, NOVEMBER 9, 2023

On the 9th day of November 2023, at 7:00 p.m., the City Council of Clarkston, Georgia met in regular session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Bverly Burks called the meeting to order. The following members of the Council Members were present: Vice Mayor Debra Johnson; Councilmembers Awet Eyasu; Jamie Carroll; Susan Hood; and Yterenickia Bell (virtual). Absent: Laura Hopkins. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Dan Defnall (Finance Director); Christine Hudson (Police Chief); Rodney Beck (Public Works Director); Lisa Cameron (Planning & Economic Development Director); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

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

1. CALL TO ORDER

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

2. ROLL CALL

Laura Hopkins-absent

3. ADMINISTRATIVE BUSINESS/ PRESENTATION

A. To approve minutes the following meetings:

- 10/03/2023 – City Council Meeting
- 10/24/2023 - Special Called City Council Meeting
- 10/31/2023 - City Council Work Session

Councilmember Hood made a motion to approve the following meeting minutes: 10/03/2023 – City Council Meeting; 10/24/2023 - Special Called City Council Meeting; and 10/31/2023 - City Council Work Session. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

4. REPORTS

A. Planning/Economic and Development Report and the City Manager's Report.

- Planning/Economic and Development Manager, Lisa Camera gave a brief report of current programs and ongoing projects.

B. City Manager's Report

- Interim City Manager, Tammi Saddler Jones gave an overview of the upcoming city events, projects and the current budget information.

C. City Attorney's Report

- No report.

D. Council Remarks

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

E. Mayor's Report

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

5. PUBLIC COMMENTS

The following citizens presented comments to the Mayor and Council: Members of the Concerned Citizens Coalition: Doloris Wynn, Philip Banamon, Pastor Otis Adams, Angel Albaro and Mr. Brandon.

6. OLD BUSINESS

There were no items to discuss.

7. CONSENT AGENDA

- A. To approve a proclamation for Purple Thursday to be recognized on the third Thursday for Domestic Violence Awareness Month.
- B. To approve a resolution authorizing an agreement with PivotPath, LLC for website maintenance and communication services.
- C. To approve a resolution authorizing an agreement with Elarbee, Thompson, Sapp & Wilson, LLP. to review and revise the City of Clarkston Personnel Policies and Employee Handbook.
- D. To approve the allocation of \$240,000 of ARPA Funds for a Homeowner's Assistance and/or Weatherization Program.
- E. To approve replacing the Police Department vehicle, Unit 626 in the amount of \$32,416.50.

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

8. NEW BUSINESS

There were no items to discuss.

9. ADJOURNMENT

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

The meeting was adjourned at 7:48 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

November 9, 2023
City Council Meeting Minutes

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

HELD IN-PERSON IN SAID CITY ON TUESDAY, NOVEMBER 28, 2023

On the 28th day of November 2023, 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. The following member of the Council Members were present: Councilmembers Awet Eyasu; Jamie Carroll (virtual); Yterenickia Bell; and Susan Hood. Absent: Vice Mayor Debra Johnson and Councilmember Laura Hopkins. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Dan Defnall (Finance Director); Christine Hudson (Police Chief); Rodney Beck (Public Works Director); Lisa Cameron (Planning & Economic Development Director); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

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

1. CALL TO ORDER

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

2. ROLL CALL

3. NEW BUSINESS

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

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

The Council discussed the proposed budget and presented comments. Councilmember Eyasu stated he would like the amount for Clarkston tell Me A Story! to be increased to \$10,000 for FY 2024.

Finance Director, Dan Defnall stated staff will be conducting a fee analysis to draft a new fee schedule for the City of Clarkston, which will be implemented early next year.

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

Roberta Malavenda presented comments on the proposed budget in support of the appropriation of \$7,000 for Clarkston Tell Me a Story! and \$10,000 for the Clarkston Early Learning Task Force.

4. ADJOURNMENT

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

The meeting adjourned at 6:39 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

MINUTES OF A WORK SESSION
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON TUESDAY, NOVEMBER 28, 2023

On the 28th day of November 2023, at 7:00 p.m., the City Council of Clarkston, Georgia met in a Work Session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Burks called the meeting to order. Mayor Beverly Burks and the following members of the City Council were present: Councilmembers Awet Eyasu, Jamie Carroll, Susan Hood, Yterenickia Bell, and Laura Hopkins. Absent: Vice Mayor Debra Johnson. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Dan Defnall (Finance Director); Christine Hudson (Police Chief); Rodney Beck (Public Works Director); Lisa Cameron (Planning and Economic Development Director); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

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

1. CALL TO ORDER

Mayor Burks called the meeting to order.

2. ROLL CALL

Vice Mayor Debra Johnson was absent.

3. PUCLIC COMMENTS

Mayor Burks read the Resident Comment Policy.

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

There were no items to discuss.

5. OLD BUSINESS

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

Interim City Manager, Tammi Saddler Jones gave a brief overview of the history of the agenda item stating the item was presented to Council at the last Work Session and Council had some questions about some past work the company had done for the city. The representatives from Davenport & Company, LLC were present at this meeting to give a presentation to the Council.

Ricardo Cornejo and Douglas Gebhardt of Davenport & Company, LLC gave a brief presentation of their past and current services that had been done with the City of Clarkston and provided clarification on the proposed flat fee agreement.

The Council briefly discussed this item.

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

6. NEW BUSINESS

- A. To discuss a resolution approving the Master Services Agreement with Flock Group, Inc. for License Plate Readers (LPR).

Police Chief Hudson recommended the city enter into a five-year agreement with Flock Group, Inc. The City currently has 17 cameras and pays \$2,500 monthly for each camera, which is \$42,500 a year. The price of the cameras will increase at the first of the year to \$3,000 or \$3,500 and Flock Group, Inc. has come out with a five-year contract keeping the city locked in at the current price. Staff is recommending approval of the five-year contract to keep the current rate.

The Council briefly discussed this item.

The Council would like the flexibility of placing cameras in other locations throughout the city.

City Attorney, Stephen Quinn stated he will review the contract for this item and report back to the City Council at the next City Council meeting.

Chris Busing and John Watson made public comments on this matter.

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

- B. To discuss a resolution approving an agreement with Georgia Association of Chiefs of Police (GACP) to provide promotional assessment center services to select an Assistant Police Chief.

Chief Hudson recommended the city use the Georgia Association of Chiefs of Police assessment center to provide the city with a strong candidate for an Assistant Police Chief. Chief Hudson explained the process of the assessment center and stated it would cost \$850, per candidate.

Interim City Manager, Tammi Saddler Jones explained staff conducted the hiring process in house with a couple rounds of interviews and assessments, an offer was extended to a candidate, which was declined. Ms. Saddler Jones also stated the purpose of the recommendation to contract with GACP was to cast a wider net of candidates for this position.

The Council briefly discussed this item.

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

- C. To discuss a resolution approving a service agreement with Fusus for cameras.

Chief Hudson stated as Council is aware, the city was awarded a \$400,00 Police Safety Grant and we have Jim Price from Fusus and Thomas Frey from Compass Security Solutions present to explain the process.

Mr. Price gave a presentation to the Council to give direction and explain what Fusus is and what they offer.

Mr. Frey stated the cameras provided through Compass Security Solutions in the package will provide additional assets to the city for areas that the city does not have cameras. Mr. Frey gave a brief overview of different locations of where the cameras will be placed and how the cameras will work. The total overall cost for the contracts with Fusus and Compass Security Solutions will be \$386,500.

The Council briefly discussed this item.

Chris Busing and John Watson presented comments on this item.

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

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

City Clerk, Tomika Mitchell stated about a month or so ago, Dekalb County Film Production Management reached out to our Planning and Economic Development Manager, Lisa Cameron to discuss the city's film ordinance, film permit fees, and the permit application and process. The staff was unaware of the film permitting process due to the previous City Manager handling the responsibilities. Upon research of the film permit process and reviewing the ordinance, we learned the City Clerk was listed as the administrator. Ms. Cameron and I met to discuss the film permit process and agreed it was better suited to be processed by the Planning and Economic Development Department. It is our recommendation to amend the ordinance, removing the City Clerk as the administrator and adding the Planning and Economic Development Manager as the administrator.

The Council briefly discussed this item.

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

E. To discuss ordinance to adopt the new Chapter 23 of the Clarkston City Code to regulate litter.

Interim City Manager, Tammi Saddler Jones stated this item came before the Council a while back, it went to a committee, but no action was taken. She also stated this particular litter ordinance is necessary for EPD purposes.

Larry Kaiser, the City Engineer with Collaborative Infrastructure Services, Inc. stated this ordinance was part of the Municipal Storm Water Program and was one of the numerous ordinances the EPD requires. The City needs to have it completed and adopted by the end of the year.

The Council briefly discussed this item.

Councilmember Eyasu recommended Code Enforcement handling citations for litter, not the Public Works Director. The Council agreed to remove the reference of Director of Public Works from Section 23-7(1) in the ordinance.

Mayor Burks stated with this ordinance, a warning will be given first before a citation is issued. There will also be marketing of this ordinance to inform the residents of the new litter ordinance.

Clarkston High School student, Fosia E. presented comments about student's littering.

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

- F. To discuss amending the 2023 City Holiday Calendar adding Friday, December 22, 2023, and Friday December 29, 2023, as a City Holiday.

Interim City Manager, Tammi Saddler Jones recommended amending the 2023 City Holiday Calendar adding Friday, December 22, 2023 (Christmas Eve – Observed) and Friday, December 29, 2023 (New Year's Eve – Observed), as city holidays. Having these dates off will allow our city employees to have time to travel and/or prepare to celebrate the holiday seasons with their family and friends.

The Council briefly discussed this item.

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

- G. To discuss the proposed 2024 City Council Regular and Work Session Meeting dates and 2024 City Holiday Calendar.

Interim City Manager, Tammi Saddler Jones recommended approval of the proposed 2024 City Council Regular and Work Session Meeting dates and City Holiday Calendar. Annually the City Council Work Session and Regular meetings and City Holiday Calendar are reviewed and discussed for approval.

The Council briefly discussed this item.

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

- H. To discuss next steps with the Brockett Triangle Community Garden.

Interim City Manager, Tammi Saddler Jones stated she was informed of the Brockett Triangle Community Garden being overgrown and needed to be taken care of, so with the assistance of the Public Works Director and the City Engineer, the contractor has cleaned it up.

She also stated Council needed to talk about the gardening and the uses, and recommended a portion of the Brockett Triangle as a pocket park on that side of the City. She also stated the Council needed to discuss the plantings of the Triangle.

The Council briefly discussed this item.

The Council recommended sending this item to the Environment Committee to draft a plan, a proposed budget, and a design and bringing a recommendation to the February Council Work Session.

Chris Busing presented comments on this item.

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

I. To discuss a resolution activating the Clarkston Downtown Development Authority.

Planning and Economic Development Manager, Lisa Cameron gave a presentation on the Downtown Redevelopment and Revitalization Programs. The Council discussed establishing the geographic area that will be the “downtown redevelopment area”, appointing seven directors that meet the qualifications, and choosing which members will be appointed for 2, 4 or 6 year initial terms (the initial terms are staggered as listed in the resolution, subsequent terms are all four years).

The Council briefly discussed this item.

City Attorney, Stephen Quinn offered further clarification on the appointment of the board members.

Ms. Cameron explained the map and Council recommended including Brockett Rd., and E. Ponce & Church St. to what’s already designated on 285.

The Council recommended having a Special Called City Council meeting later to discuss applicants.

Chris Busing presented comments on this item.

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

J. To discuss a resolution authorizing proposed changes to the City Council policies and procedures.

Mayor Burks stated this was an item Vice Mayor Johnson was charged with and was a collaborative effort with Councilmember Hood. Vice Mayor Johnson could not attend this meeting, so Councilmember Hood will present as the co-sponsor.

Councilmember Hood stated this agenda item was Vice Mayor Johnson’s item with her support. She also stated there is a lot of information listed and Council could discuss some of it or all of it tonight but recommended discussing it at the Mayor, Council, and Staff Retreat.

The Council briefly discussed this item.

Chris Busing presented comments on this item.

This item will be discussed at the Mayor, Council, and Staff Retreat in February 2024.

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

7. EXECUTIVE SESSION

A. To discuss a real estate matter.

The Council discussed a real estate matter.

8. ADJOURNMENT

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

The meeting adjourned at 10:56 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

CITY OF CLARKSTON

ITEM NO: 6A

CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: December 05, 2023

SUBJECT: To approve a resolution authorizing a Supplemental Letter/Flat Fee Agreement with Davenport & Company, LLC for financial advisory services.

DEPARTMENT: Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO

INFORMATION CONTACT:
Interim City Manager, Tammi Saddler Jones

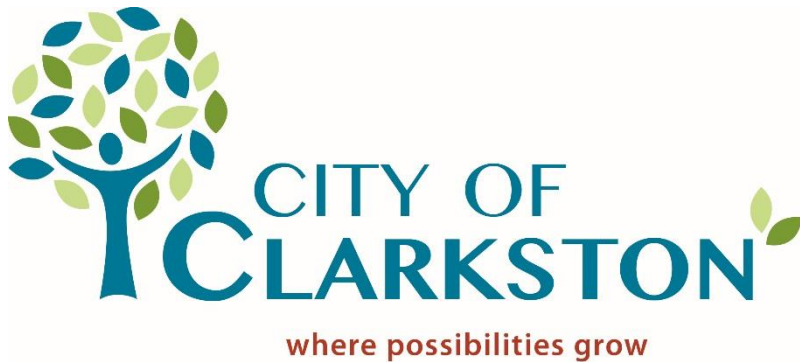
PURPOSE: To approve a Flat Fee Agreement for professional financial advisory services related to future public financing projects such as potential bond financial arrangements.

NEED/ IMPACT: The City is currently anticipating a new bond financing agreement if the SPLOST II referendum is approved in the November 7th election. Davenport Public Finance has served as our professional advisory firm for financial analysis for financing arrangements since January 2018. They have continually provided updated annual reports, advice, and support to city management and the Mayor and City Council regarding updates on our financials and debt capacity planning since that time.

RECOMMENDATIONS: Staff recommends approval of the Flat Fee Agreement with Davenport Public Finance for professional financial advisory services.

City of Clarkston, Georgia

Discussion Materials



November 28, 2023

Davenport Re-Introduction

City of Clarkston, Georgia

Davenport Re-Introduction

- Davenport & Company LLC (“Davenport”) has served as Financial Advisor to the City of Clarkston, Georgia (the “City”) for nearly 5 years (since 2017).
- The Financial Advisory relationship with the City has been continuously managed by Courtney E. Rogers, Senior Vice President and Manager of Davenport’s Georgia Public Finance practice, A. Ricardo Cornejo, First Vice President and the City’s Engagement Manager, Douglas J. Gebhardt, First Vice President and the City’s Senior Day-to-Day Contact and Christopher B. Holt, Associate Vice President and primary analytical support.
- Since serving as the City’s Financial Advisor, Davenport has had the privilege to serve the City in a variety of engagements and act as a resource to help the City maintain a strong financial condition.
- Davenport has been paid 3 times since the inception of our engagement: First, for the initial comprehensive review and then for both the 2018 and 2020 SPLOST Bond Issuances (all were flat fee agreements, not commissions, and were based upon executed letter agreements).

Background / Overview

Davenport's History with the City of Clarkston



- Davenport, in our capacity as Financial Advisor, has partnered with the City of Clarkston (the “City”) on a number of engagements which included but were not limited to the following:
 - Comprehensive Financial Reviews;
 - Assistance with SPLOST Referenda;
 - Cash Flow Analysis;
 - Development of Plan of Finance(s);
 - Execution of two new money Borrowings;
 - Refinanced outstanding higher interest rate obligations for Debt Service savings;
 - Review of, and recommendations for, City Financial Policies;
 - Briefing books for new City Manager(s);
 - Periodic Market Updates and Interest Rate Trends; and,
 - Served as an extension for City Staff on various financial topics, as necessary.

Financial Advisory Experience

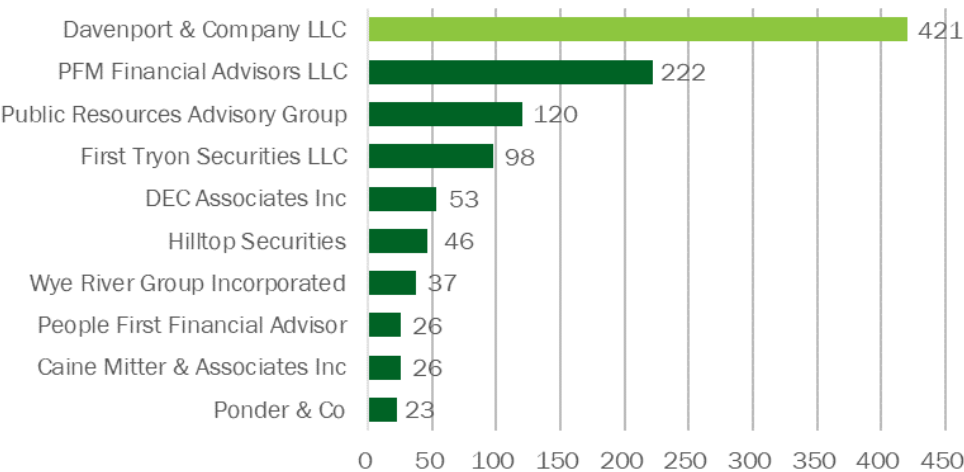
Founded in 1863, Davenport & Company LLC celebrates its 160th consecutive year in business in 2023.

Financial Advisor Transactions*

2018 - 2022

Maryland
Virginia
North Carolina
Georgia

Transactions: 421
Par: \$20.6 Billion



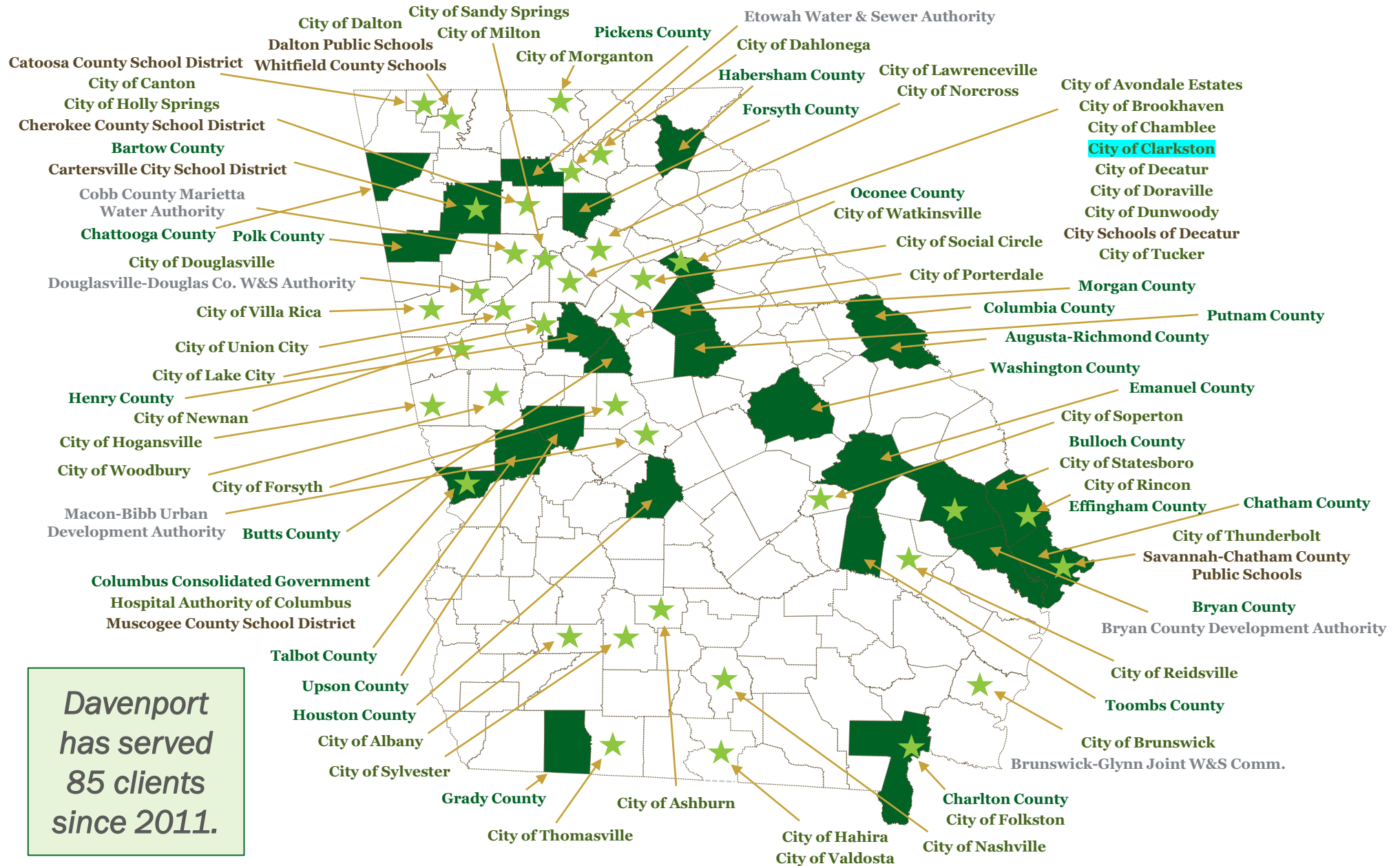
Davenport consistently ranks as the Top Financial Advisor in our primary footprint of Georgia, Maryland, North Carolina and Virginia.

Source: Thomson Reuters.

Note: Financial Advisor Rankings range from 2018-2022.

Note: Data shown is for tax-exempt public bond offerings and does not include bank loans or privately placed transactions.

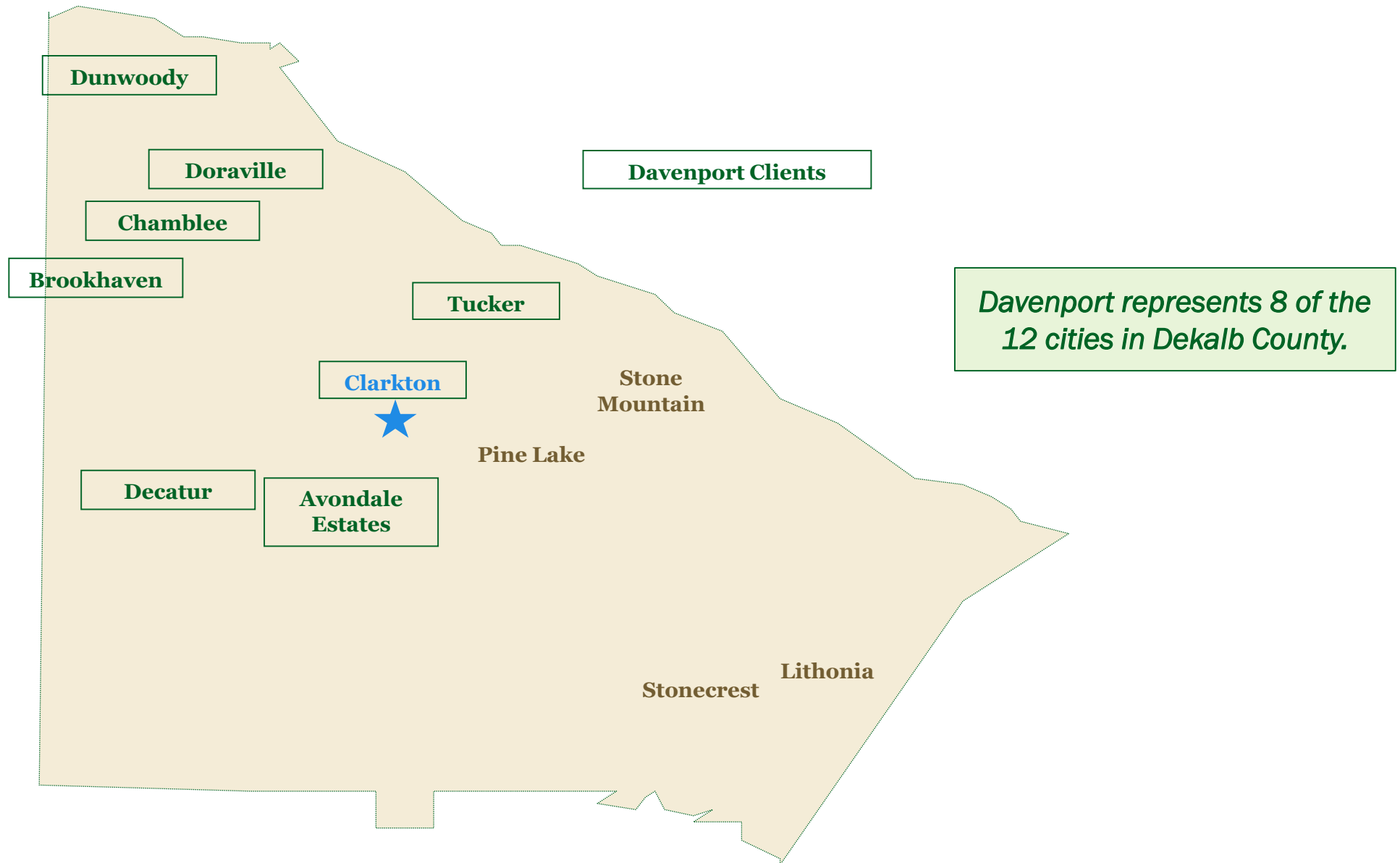
Davenport's Georgia Experience



*Davenport
has served
85 clients
since 2011.*

Note: ★ represents a City/School District/Utility System client(s). Shaded counties indicate County clients.

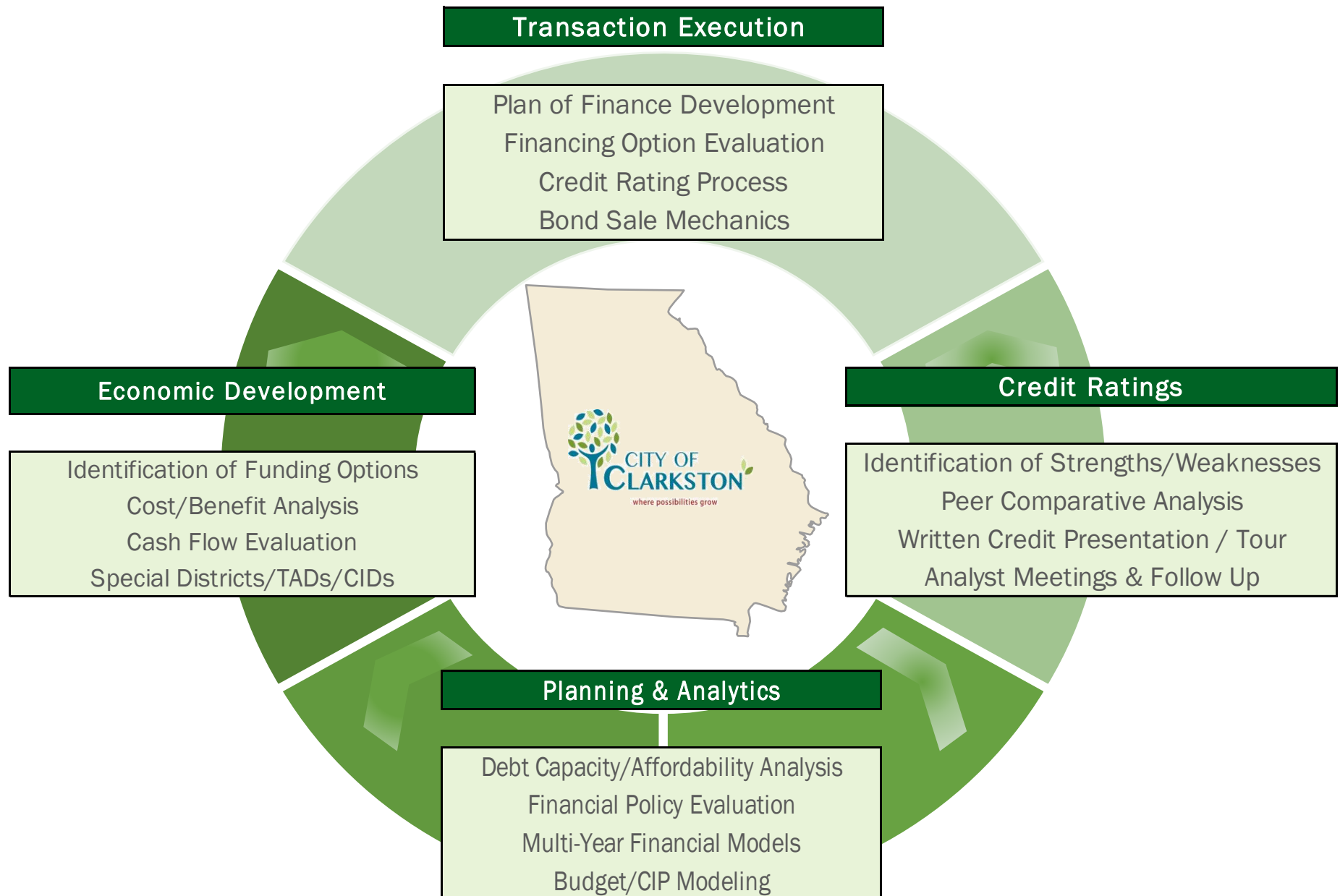
Unparalleled Experience with Dekalb County Cities



Davenport's Role as Financial Advisor

City of Clarkston, Georgia

Financial Advisory Services



Other Select Services

Planning and Analytical Services

- Strategic Planning
 - Financial Policies
 - Alternative Financing Structures
 - Strategic Financial Plan
 - Monitoring Refunding Opportunities
- Analytics
 - Quantitative Analysis
 - Financial Pro Forma
 - Peer Group Comparisons
 - Debt Capacity Analysis
 - Debt Affordability Analysis
 - Debt Structure
 - Debt Management Analysis
 - Computer Simulation Models
 - Cash Management Analytics

Credit Ratings

- Documentation
- Written Credit Presentation
- Comparative Analysis
- Analyst Meetings
- Follow Up
- Review Reports & Commentary

Other Services

- Investment Management
- Comprehensive Financial Review
- Banking Services RFP
- Economic Development Review
- Bond Defeasance
- Referendum Assistance

Transactional Services

- Time Schedule
- Bond Covenants
- Disclosure
- Market Conditions
- Bank Placements
- Method of Sale
- Competitive/Negotiated Sale Mechanics
- Issue Structure
- Mailing Lists
- Pre-Sale Marketing
- Analyze Bids/Pricing
- Post-Sale Analysis
- Closing

Supporting Information for Supplemental Letter Agreement

City of Clarkston, Georgia

Supporting Information for Supplemental Agreement

- In the 2020 Contract, the second paragraph states that additional FA services may be requested, and that we will agree to the Scope of Services and Fee Arrangement that will be memorialized as an addendum to that agreement. Davenport has been operating under that provision.
- During a discussion with the prior City Manager in 2022, we were requested to present our Comprehensive Financial Review again to the City Council at the retreat. Davenport stated that we would need to create a supplemental agreement in order for us to do that.
- Rather than creating another separate letter agreement for the Comprehensive Financial Review alone, knowing that the City had an upcoming SPLOST and other capital / financial needs, the prior City Manager determined that an annual flat fee agreement would be a better option.
- The flat fee agreement would cover that presentation, and all of the other work we typically do in a calendar year. (Note: In that discussion, the Comprehensive Financial Review fee was in the \$12,500-\$15,000 range).
- Essentially, the City would be getting all the extra deliverables beyond the Financial Review at a minimal cost.

Supporting Information for Supplemental Agreement

- Additionally, the thought was the flat fee agreement would allow us to provide our services on an ongoing basis at a known cost, making it easier for budgeting purposes and prevent the need for ongoing letter agreements.
- The hourly rates are only provided in the flat fee agreement so that it can cover something we are requested to do that would be materially outside of the scope of services included in the flat fee agreement.
- Based on August 2022 and subsequent November 2022 meetings with the prior City Manager, in December 2022, Davenport sent the flat fee agreement to the City with the understanding that it would be brought to City Council for approval.
- We presented the Comprehensive Financial Review under the assumption it would be covered by the flat fee agreement. Since then, we've followed up with the City numerous times and were told that our flat fee proposal was still being considered and to continue to hold tight. Essentially, we're requesting that the City ratify the contract that was proposed and agreed upon in principal in December 2022.
- The last time we billed the City for any of our work was in June 2020 for the work related to the SPLOST Bond. For Non-Transactional work from 2018-2022 (approximately 5 years) we provided the City with this advice without requesting compensation. This included a Comprehensive Financial Review that was prepared in March 2020 that was never presented due to COVID. We don't anticipate charging the City for any of that work. However, given that the advice that has been and was being provided to the City was starting to add up, on the direction of the former City Manager we proposed the flat free agreement to cover our work going forward.

Supporting Information for Supplemental Agreement Financial Advisory Services in 2023



- 1) Comprehensive Financial Review presented at February 10th City Council Retreat
 - a. Market Update
 - b. Historical General Fund Operating Results
 - c. Historical Reserves
 - d. Debt Management (Capacity / Affordability)
 - e. Peer Comparison
- 2) SPLOST Referenda Assistance
 - a. Coordinating necessary items with Staff, City Attorney and Bond Counsel
 - b. Developing Cash Flow Model
 - c. Bond Amortization(s) & Debt Service Repayment Estimates
 - d. Review of, and commentary on, the City Resolution's Financial Matters
- 3) General Financial Advice to Finance Director
- 4) Discussion(s) on Financing Options for City Hall
- 5) Discussion(s) on Market Conditions

Supplemental Letter Agreement

City of Clarkston, Georgia

October 26, 2023

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

Dear Tammi,

This Supplemental Letter Agreement (the “Agreement”) is entered into as of _____, 2023 between the City of Clarkston, Georgia (the “City”) and Davenport & Company LLC (“Davenport”) and is specific to certain financial advisory services provided under the scope herein. The Agreement will serve as a supplemental agreement to our Financial Advisory Agreement dated March 6, 2017.

Scope of Services – Retainer Services:

1. Annually present, to the City Staff and City Council, a State of the City Financial Review to include current and historic financial performances and a peer comparison review;
2. Assist the City in the formulation of Financial and Debt Policies and Procedures. Davenport will periodically review these policies with recommendations for improvement;
3. Assist the City in preparing financial presentations for public hearings and/or referendums;
4. Assist in the development of cash flow models, including SPLOST, to review revenues, expenditures and the impact of potential capital projects on the City's Cash Flow;
5. Provide debt service schedule reflecting varying interest rates, issue size and maturity structures as they are needed for related fiscal planning;
6. Provide a debt capacity/affordability analysis to permit matching of existing and proposed debt service requirements with available resources;
7. Advise the City of pertinent market factors and expected trends including, but not limited to, State and Federal tax legislation implications
8. Review innovative financing options, including but not limited to taxable securities, variable rate products and underwriters' proposals on behalf of the City;
9. Maintain close liaison with Moody's Investors Services, Inc., Standard's & Poor's Corporation, Fitch Investors Services and other applicable credit rating agencies and provide recommended approaches to strengthening the City's credit position in advance of any formal rating discussions;
10. Review the reports of accountants, independent engineers, and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed debt issues; attend all relevant working sessions regarding the preparation, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein;
11. Routinely review the City's debt portfolio for potential refunding opportunities and possible debt service savings; and,
12. If requested, attend City Council meetings and staff meetings.

Compensation:

For the professional services described under Retainer Services, Davenport proposes to be compensated through an annual retainer in the amount of \$20,000.

Additionally, customary direct out of pocket expenses, including mileage at the prevailing federal rate, meals and lodging will be billed at cost. There will be an additional fee equal to four percent (4%) of the Retainer fee amount.

Additional Services:

At the City's discretion, additional Financial Advisory services may be requested from time to time, including investments, economic development projects, financings, and other services. The basis of the compensation for these engagements is anticipated to be hourly, flat fee or other arrangement to be mutually acceptable and agreed upon by the City and Davenport.

Davenport's hourly rates are as follows:

Senior Vice President	\$350
First Vice President	\$325
Vice President	\$300
Associate Vice President	\$275
Analyst	\$250

Term and Termination:

This Agreement shall remain in effect until such time that it is terminated by either party. Either party may terminate this Agreement with 30-day written notice. If any party terminates this Agreement as set forth above, it is understood and agreed that the only amount due to Davenport will be for services provided and expenses incurred through the date of termination.

City of Clarkston, GA

Davenport & Company LLC

Name: Tammi Saddler Jones

Title: Interim City Manager

Date: _____



Ricardo Cornejo

First Vice President

October 26, 2023

CC: Danie Defnall, Finance Director, City of Clarkston

Courtney Rogers, Senior Vice President, Davenport & Company LLC

Douglas Gebhardt, First Vice President, Davenport & Company LLC

Christopher Holt, Associate Vice President, Davenport & Company LLC

Contact Information

Richmond — Headquarters

One James Center
901 East Cary Street,
Suite 1100,
Richmond, Virginia 23219

Courtney Rogers

Senior Vice President

804-697-2902

crogers@investdavenport.com

Ricardo Cornejo

First Vice President

404-865-4040

rcornejo@investdavenport.com

Atlanta Office

515 East Crossville Road
Suite 380
Roswell, Georgia 30075

Christopher Holt

Associate Vice President

404-922-7301

cholt@investdavenport.com

Doug Gebhardt

First Vice President

404-825-9467

dgebhardt@investdavenport.com

Disclaimer



The U.S. Securities and Exchange Commission (the “SEC”) has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC (“Davenport”) has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons,

This material was prepared by public finance, or other non-research personnel of Davenport. This material was not produced by a research analyst, although it may refer to a Davenport research analyst or research report. Unless otherwise indicated, these views (if any) are the author’s and may differ from those of the Davenport fixed income or research department or others in the firm. Davenport may perform or seek to perform financial advisory services for the issuers of the securities and instruments mentioned herein.

This material has been prepared for information purposes only and is not a solicitation of any offer to buy or sell any security/instrument or to participate in any trading strategy. Any such offer would be made only after a prospective participant had completed its own independent investigation of the securities, instruments or transactions and received all information it required to make its own investment decision, including, where applicable, a review of any offering circular or memorandum describing such security or instrument. That information would contain material information not contained herein and to which prospective participants are referred. This material is based on public information as of the specified date, and may be stale thereafter. We have no obligation to tell you when information herein may change. We make no representation or warranty with respect to the completeness of this material. Davenport has no obligation to continue to publish information on the securities/instruments mentioned herein. Recipients are required to comply with any legal or contractual restrictions on their purchase, holding, sale, exercise of rights or performance of obligations under any securities/instruments transaction.

The securities/instruments discussed in this material may not be suitable for all investors or issuers. Recipients should seek independent financial advice prior to making any investment decision based on this material. This material does not provide individually tailored investment advice or offer tax, regulatory, accounting or legal advice. Prior to entering into any proposed transaction, recipients should determine, in consultation with their own investment, legal, tax, regulatory and accounting advisors, the economic risks and merits, as well as the legal, tax, regulatory and accounting characteristics and consequences, of the transaction. You should consider this material as only a single factor in making an investment decision.

The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport.

Version 01/01/2023 CH/DJG/RC/CR

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLARKSTON, GEORGIA AUTHORIZING A SUPPLEMENTAL LETTER
AGREEMENT WITH DAVENPORT & COMPANY, LLC FOR
FINANCIAL ADVISORY SERVICES

* * * * *

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

Section 1. That the City Council authorizes a Supplemental Letter Agreement with Davenport & Company, LLC for financial advisory services. This agreement will serve as a supplemental agreement to the Financial Advisory Services Agreement dated March 6, 2017. A copy of said supplemental letter agreement is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this 5th day of December 2023.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

October 26, 2023

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

Dear Tammi,

This Supplemental Letter Agreement (the “Agreement”) is entered into as of _____, 2023 between the City of Clarkston, Georgia (the “City”) and Davenport & Company LLC (“Davenport”) and is specific to certain financial advisory services provided under the scope herein. The Agreement will serve as a supplemental agreement to our Financial Advisory Agreement dated March 6, 2017.

Scope of Services – Flat Fee Services:

1. Annually present, to the City Staff and City Council, a State of the City Financial Review to include current and historic financial performances and a peer comparison review;
2. Assist the City in the formulation of Financial and Debt Policies and Procedures. Davenport will periodically review these policies with recommendations for improvement;
3. Assist the City in preparing financial presentations for public hearings and/or referendums;
4. Assist in the development of cash flow models, including SPLOST, to review revenues, expenditures and the impact of potential capital projects on the City's Cash Flow;
5. Provide debt service schedule reflecting varying interest rates, issue size and maturity structures as they are needed for related fiscal planning;
6. Provide a debt capacity/affordability analysis to permit matching of existing and proposed debt service requirements with available resources;
7. Advise the City of pertinent market factors and expected trends including, but not limited to, State and Federal tax legislation implications
8. Review innovative financing options, including but not limited to taxable securities, variable rate products and underwriters' proposals on behalf of the City;
9. Maintain close liaison with Moody's Investors Services, Inc., Standard's & Poor's Corporation, Fitch Investors Services and other applicable credit rating agencies and provide recommended approaches to strengthening the City's credit position in advance of any formal rating discussions;
10. Review the reports of accountants, independent engineers, and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed debt issues; attend all relevant working sessions regarding the preparation, review and completion of such independent studies; and provided written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein;
11. Routinely review the City's debt portfolio for potential refunding opportunities and possible debt service savings; and,
12. If requested, attend City Council meetings and staff meetings.

Compensation:

For the professional services described under Flat Fee Services, Davenport will be compensated through a single annual payment in the amount of \$20,000.

Additionally, customary direct out of pocket expenses, including mileage at the prevailing federal rate, meals and lodging will be billed at cost.

Additional Services:

At the City's discretion, additional Financial Advisory services not included in the Flat Fee scope may be requested from time to time, including investments, economic development projects, financings, and other services. The basis of the compensation for these engagements is anticipated to be hourly, flat fee or other arrangement to be mutually acceptable and agreed upon by the City and Davenport.

Davenport's hourly rates are as follows:

Senior Vice President	\$350
First Vice President	\$325
Vice President	\$300
Associate Vice President	\$275
Analyst	\$250

Term and Termination:

The term of this Agreement is January 1, 2023 through December 31, 2023. This Agreement will renew for additional one-year terms unless it is terminated by either party prior to the beginning of a new annual term or modified by the mutual agreement of the parties. Either party may terminate this Agreement by giving notice to the other party prior to the beginning of a new annual term.

City of Clarkston, GA

Davenport & Company LLC



Name: Beverly H. Burks

Ricardo Cornejo

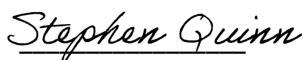
Title: Mayor

First Vice President

Date: _____

October 26, 2023

Approved as to form:


Stephen G. Quinn

CC: Danie Defnall, Finance Director, City of Clarkston
Courtney Rogers, Senior Vice President, Davenport & Company LLC
Douglas Gebhardt, First Vice President, Davenport & Company LLC
Christopher Holt, Associate Vice President, Davenport & Company LLC

One James Center
901 East Cary Street
Suite 1100
Richmond, Virginia 23219
(804)-697-2900

Cumberland Riverwood
3350 Riverwood Parkway
Suite 1900
Atlanta, Georgia 30339
(804)-697-2919

March 6, 2017

Mr. Dan Defnall
Finance Director
City of Clarkston
1055 Rowland Street
Clarkston, Georgia 30021

Dear Dan,

On behalf of Ricardo and Doug, I wanted to thank you for taking time out of your busy schedule to meet with them last week at your office. We are eager to join your team as you move forward on the Streetscapes and City Hall Projects.

As a follow-up to our visit, below please find an outline of the services we propose to provide in the form of a presentation to you and then to the City Council, if appropriate. With the assistance of you and your staff, we believe that such a presentation could be completed within 45-60 days, thus allowing you to know early in the new fiscal year an outside, independent perspective on your relative financial strengths, weaknesses, opportunities, including debt capacity, possible refundings, and challenges.

It is our intent, if selected, to prepare this "Financial Overview", for it to serve as a template for specific City action(s) on multiple fronts. For example, when this information is absorbed, it is intended to provide you with a clearer picture of what financial resources are realistically available for the General Fund and the Utility Funds' multi-year capital needs.

Scope of Services

Development of a Financial Overview (the “Presentation”)

Davenport will complete a Financial Overview for the City’s ongoing General Fund activities and Utility Enterprise Funds. In connection with the Presentation, Davenport will perform the following services:

1. A Historic and Pro-Forma Review of City’s Operational and Debt-Related Activities (i.e. Trend Analysis):
 - Assess the City’s historic financial performance with respect to Operations, debt-related and capital funding activities and fund balances over the past five years in order to determine cash-flow trends and historical fiscal strengths and vulnerabilities.
2. A Debt Profile – A comprehensive debt profile of the City identifying to the extent possible, the City’s obligations broken down by credit type, source of payment, timing and other factors.
3. A Debt Capacity Analysis of the City to determine/provide the City Council with a range and upper limits of the level of debt which the City could prudently undertake, if desired.
4. A Debt Affordability Analysis of the City (i.e. cash flow implications of the undertaking of new debt based upon the above Debt Capacity findings, among other factors.)
5. A Comprehensive Peer Comparison – Written delivery of a comprehensive comparison of the City and other similar localities covering their economic, financial and debt profiles in Georgia and nationally.
6. A Capital Improvement Plan Assessment and Funding Approach – Assist City staff in the development of a multi-year capital improvement funding strategy for tax-supported projects (i.e. General Fund) and revenue supported projects (i.e. Utility Fund). Assess the City’s existing Capital Improvement Plan and provide a series of financial analyses that illustrate a number of funding scenarios for the identified projects. Measure the fiscal impact of individual projects and all projects collectively.
7. Rating Agency Strategy and Funding Implications – Address implications of the Funding Plan(s) for the CIP and Debt Capacity on the City’s Credit Profile. Considering available rating criteria, the characteristics and profile of similar credits, and quantitative analysis of the City, we objectively assess the highest, realistically achievable credit profile. Also, outline a series of recommendations in interacting with the rating agencies on a regular basis as necessary.
8. Review existing Financial Policy Guidelines and provide recommendations for amending and enhancing, where applicable, the City’s current policies in order to best position the City for future, sustainable positive financial performance and rating agency reviews.

DAVENPORT & COMPANY

Mr. Dan Defnall, Finance Director

March 6, 2017

By entering into this agreement, the City is in no way obligated to work with Davenport for any subsequent phases of work. However, to the extent the City requests additional financial advisory services, both parties will work together to develop a supplemental Scope of Services and compensation agreement satisfactory to each party.

Davenport's Relevant Experience

During our visit, we provided you and your staff under separate cover our Firm's Overview and Credentials to serve in the capacity of Financial Advisor to the City. Specifically, our Firm's 150-plus year history includes in excess of 300 local governments served over nearly the past 20 years alone. Importantly, we are well versed in Georgia local government finance. The primary individuals who would serve the City on a day-to-day basis, include Ricardo Comejo, in our Atlanta office, Doug Gebhardt, in our Richmond office, and myself. Combined, this team has over 60 years of municipal finance experience.

Compensation

For professional services described above in the preparation, submittal and presentation to the City, Davenport would be paid \$7,500 following the presentation to the City Council or at such other time as agreed upon by the City and Davenport. Customary out-of-pocket expenses (meals, lodging and mileage) will be billed at cost. Additionally, there will be a 4% charge for indirect costs (phone, computer, printing, binding, etc.) which are not allocable to specific engagements.

Miscellaneous

This agreement shall be governed by and construed in accordance with the laws of the State of Georgia applicable to agreements made and to be fully performed herein.

In closing, we look forward to speaking with you in the near future about the Financial Overview and a more detailed timetable for action. Please acknowledge acceptance of these terms by signing in the spaces provided below and returning two originals of this letter to Davenport. Please do not hesitate to call us if you have any question or need additional information.

All my best,


Courtney E. Rogers
Senior Vice President
Public Finance

City of Clarkston, Georgia


Name
City Manager
Title
May 1, 2017
Date

DAVENPORT & COMPANY

SINCE 1863

MEMBER: NYSE • FINRA • SIPC

This **LETTER AGREEMENT** (this "Letter Agreement") is entered into as of January 25, 2018 between **CITY OF CLARKSTON, GEORGIA** (the "City") and **DAVENPORT & COMPANY LLC** ("Davenport"), and is specific as to certain financial advisory services related to bonds being issued by the City in 2018 for the General Obligation Sales Tax Bond (the "2018 Sales Tax Bond Financing").

In accordance with Rule G-23 of the Municipal Securities Rulemaking Board, Davenport is required to have a written agreement with the City disclosing the financial advisory services it will provide and the basis of its compensation.

In connection with the 2018 Sales Tax Bond Financing, Davenport will perform the following services, amongst others, as desired by the City:

1. Review the terms, conditions and structure of a proposed debt offering undertaken by the City and provide suggestions, modifications and enhancements where appropriate.
2. Review all documentation, including resolutions, related to each debt issue and make recommendations as appropriate.
3. Prepare and send a Request for Proposal out to local, regional and national banking institutions seeking the most cost effective funding.
4. Analyze request for proposal results and various amortization options; create preliminary and final financing sizing and debt service schedules.
5. Attendance at all working group meetings with City staff, bond counsel and other consultants to the City, as requested.
6. Resolve potential business and legal issues with the proposers.
7. Compare funding options for best value taking into account including but not limited to the following: interest rate, timing of financing, credit structure, prepayment provisions and terms and conditions.
8. Review results with the City Council / Staff as needed and make recommendations to the City to accept or reject proposals.
9. Review of closing documentation.
10. Coordination of closing activities.

For items 1 through 10 in connection with the 2018 Sales Tax Bond Financing, based upon the work accrued to date and work expected from this agreement through completion of this transaction, Davenport will charge a financial advisory fee in the amount not to exceed \$40,000 exclusive of expenses. Davenport will also be reimbursed for all direct out-of-pocket expenses (e.g. mileage, lodging, meals and postage) at cost and will receive an amount equal to 4% of the fee amount for all indirect expenses (phone, fax, computer and printing/presentation materials).

The City or Davenport may terminate this agreement at any time upon thirty (30) days written notice without cause. Davenport will be reimbursed for services provided and expenses incurred prior to termination.

CITY OF CLARKSTON, GEORGIA

DAVENPORT & COMPANY LLC

By: Keith Barker
Keith Barker
City Manager

By: Ricardo Cornejo
Ricardo Cornejo
First Vice President

DAVENPORT & COMPANY

SINCE 1863

MEMBER: NYSE • FINRA • SIPC

This **LETTER AGREEMENT** (this “Letter Agreement”) is entered into as of May 22, 2020 between **CITY OF CLARKSTON, GEORGIA** (the “City”) and **DAVENPORT & COMPANY LLC** (“Davenport”), and is specific as to certain financial advisory services related to bonds being issued by the City in 2020 for the General Obligation Sales Tax Bond (the “2020 Sales Tax Bond Financing”).

At the City’s discretion, additional Financial Advisory services may be requested from time to time, including other capital projects, investments, additional financings, and other services. At the time of such request for additional services, the City and Davenport will agree on a Scope of Services and Fee Arrangement that will be memorialized as an addendum to this Agreement.

In accordance with Rule G-23 of the Municipal Securities Rulemaking Board, Davenport is required to have a written agreement with the City disclosing the financial advisory services it will provide and the basis of its compensation.

In connection with the 2020 Sales Tax Bond Financing, Davenport will perform the following services, amongst others, as desired by the City:

1. Review the terms, conditions and structure of a proposed debt offering undertaken by the City and provide suggestions, modifications and enhancements where appropriate.
2. Review all documentation, including resolutions, related to each debt issue and make recommendations as appropriate.
3. Prepare and send a Request for Proposal out to local, regional and national banking institutions seeking the most cost effective funding.
4. Analyze request for proposal results and various amortization options; create preliminary and final financing sizing and debt service schedules.
5. Attendance at all working group meetings with City staff, bond counsel and other consultants to the City, as requested.
6. Negotiate terms and conditions with bidders.
7. Compare funding options for best value taking into account including but not limited to the following: interest rate, timing of financing, credit structure, prepayment provisions and terms and conditions.
8. Review results with the City Council / Staff as needed and make recommendations to the City to accept or reject proposals.
9. Review of closing documentation.
10. Coordination of closing activities.

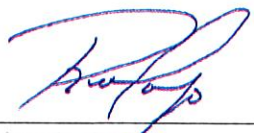
For items 1 through 10 in connection with the 2020 Sales Tax Bond Financing, based upon the work accrued to date and work expected from this agreement through completion of this transaction, Davenport will charge a financial advisory fee in the amount not to exceed \$40,000 exclusive of expenses. Davenport will also be reimbursed for all direct out-of-pocket expenses (e.g. mileage, lodging, meals and postage) at cost and will receive an amount equal to 4% of the fee amount for all indirect expenses (phone, fax, computer and printing/presentation materials).

The City or Davenport may terminate this agreement at any time upon thirty (30) days written notice without cause. Davenport will be reimbursed for services provided and expenses incurred prior to termination.

CITY OF CLARKSTON, GEORGIA

DAVENPORT & COMPANY LLC

By: 
Name: Robin I. Gomez
Title: City Manager

By: 
Ricardo Cornejo
First Vice President

CITY OF CLARKSTON

ITEM NO: 7A

CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: DECEMBER 05, 2023

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

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Tomika R. Mitchell, City Clerk
Lisa Cameron, Planning & Economic Development
Manager
PHONE NUMBER: (404) 296-6489

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

NEED/ IMPACT: The Planning and Economic Development Manager and City Clerk met to discuss the Film Permit process and found that it would be more efficient and effective for the City's Planning and Economic Development Manager to administer the Film Permit process under Chapter 10.5 of the City Code rather than the City Clerk. This request is only to amend the ordinance removing the City Clerk as the administrator under Chapter 10.5 and adding the Planning and Economic Development Manager.

RECOMMENDATION: To amend Chapter 10.5 of the Code removing the City Clerk as the administrator under Chapter 10.5 and adding the Planning and Economic Development Manager.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 10.5 OF THE CODE REGARDING THE REGULATION OF THE PRODUCTION OF MOTION PICTURES, TELEVISION AND PHOTOGRAPHIC PRODUCTION TO DESIGNATE THE CITY'S PLANNING AND ECONOMIC DEVELOPMENT MANAGER THE ADMINISTRATOR OF SAID CHAPTER RATHER THAN THE CITY CLERK.

WHEREAS, the City of Clarkston recognizes that the motion picture, television and commercial producing industries are a vital part of the economy; and

WHEREAS, the City of Clarkston and its neighborhoods are desirable locations to produce motion pictures, television and commercial productions; and

WHEREAS, in 2010 the Clarkston City Council adopted Chapter 10.5 of the Code of Ordinances to regulate motion picture and television production in order to protect its residents and businesses from the potential adverse impacts of filming activities on public spaces, vehicle and pedestrian traffic and the safety of bystanders; and

WHEREAS, the Clarkston City Council finds that it would be more efficient and effective for the City's Planning and Economic Development Manager to administer Chapter 10.5 of the City Code rather than the City Clerk.

NOW THEREFORE, BE IT ORDAINED BY the Clarkston City Council as follows:

SECTION 1. Section 10.5-3 of the City Code is hereby amended to delete the words "City Clerk" and insert the words "Planning and Economic Development Manager" therefore.

SECTION 2. Section 10.5-5(a) of the City Code is hereby amended to delete the words "City Clerk" and insert the words "Planning and Economic Development Manager" therefore.

SECTION 3. Section 10.5-7 of the City Code is hereby amended to delete the words "City Clerk" and insert the words "Planning and Economic Development Manager" therefore.

SECTION 4. Section 10.5-8(2) of the City Code is hereby amended to delete the words "City Clerk" and insert the words "Planning and Economic Development Manager" therefore.

SECTION 5. Section 10.5-9 of the City Code is hereby amended to delete the words "City Clerk" and insert the words "Planning and Economic Development Manager" therefore in subsections (a)(2) and (b).

SECTION 6. Section 10.5-11 of the City Code is hereby amended to delete the words “City Clerk” and insert the words “Planning and Economic Development Manager” therefore.

SECTION 7. All ordinances and parts of ordinances in conflict herewith are hereby repealed. This ordinance shall become effective upon the date of its adoption.

SO ORDAINED this ____ day of _____, 2023

Mayor Beverly H. Burks

Attest:

Tomika Mitchell
City Clerk

Approved as to form:

Stephen Quinn

Stephen G. Quinn
City Attorney

PROPOSED FY 2024 OPERATING & ENTERPRISE BUDGET PRESENTATION

**Presented By: Tammi Saddler Jones, Interim City Manager
Dan Defnall, Finance Director**

**November 28, 2023 – Public Hearing
December 5, 2023 – 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.

CITY'S VISION & MISSION IS FOCUSED ON:

Public Safety

Economic Development

Infrastructure

Efficient/Effective Services



FY24 BUDGET THEME IS: MOVING FORWARD



THE CITY WAS INCORPORATED DEC. 12, 1882. THIS YEAR, WE WILL BE CELEBRATING 141 YEARS AS A CITY (the past)



MANY CHALLENGES HAVE BEEN OVERCOMED (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** IN 2024

JOURNEY TO THE CM'S PROPOSED BALANCED BUDGET

Budget Kickoff – departments were instructed to request what they needed



Additional new initiatives recommended – to address space needs and personnel needs



Held at least 2 meetings with each Council Member to discuss the the Community Action Budget, ARPA budget, and overall budget needs



Focused on the future needs



New Initiatives in the proposed budget incorporated as much as possible the request/recommendations of staff and Council

Proposed FY24 BUDGET PLAN

THE BASE BUDGET INCLUDES:

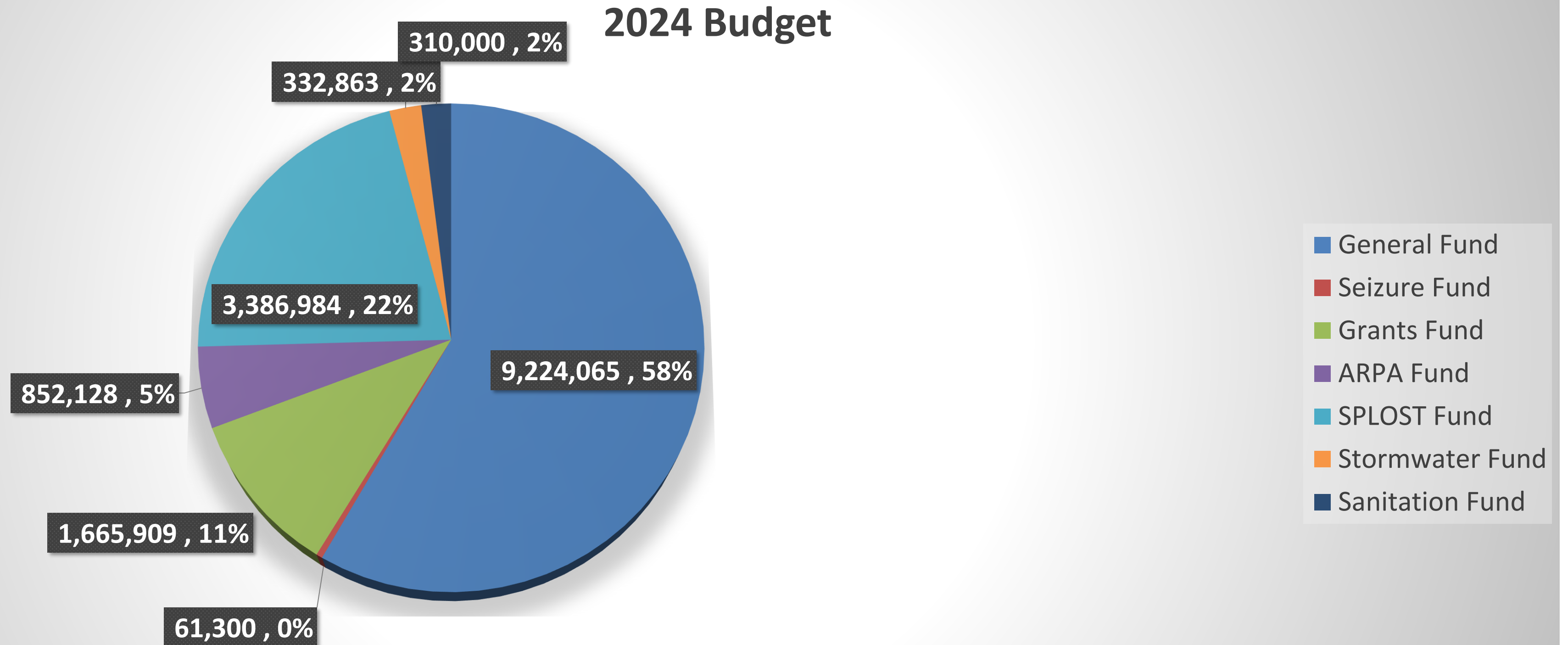
- **NO INCREASE IN MILLAGE RATE**
- **Expenditures for continuing operations**
- **Increased cost of services**
- **3% Cost of Living Adjustment (COLA) for all City Employees effective 7/1/24**

NEW KEY INITIATIVES TO MOVE THE CITY FORWARD

- **Public Infrastructure Enhancements**
- **New Personnel Recommendations**
- **Immediate Need - New office space to accommodate current/new staff**
- **Future City Facilities - Master Planning**

Citywide Expenditures Budget FY 2024

THE PROPOSED FISCAL YEAR 2024 BUDGET TOTALS \$15.8 MILLION



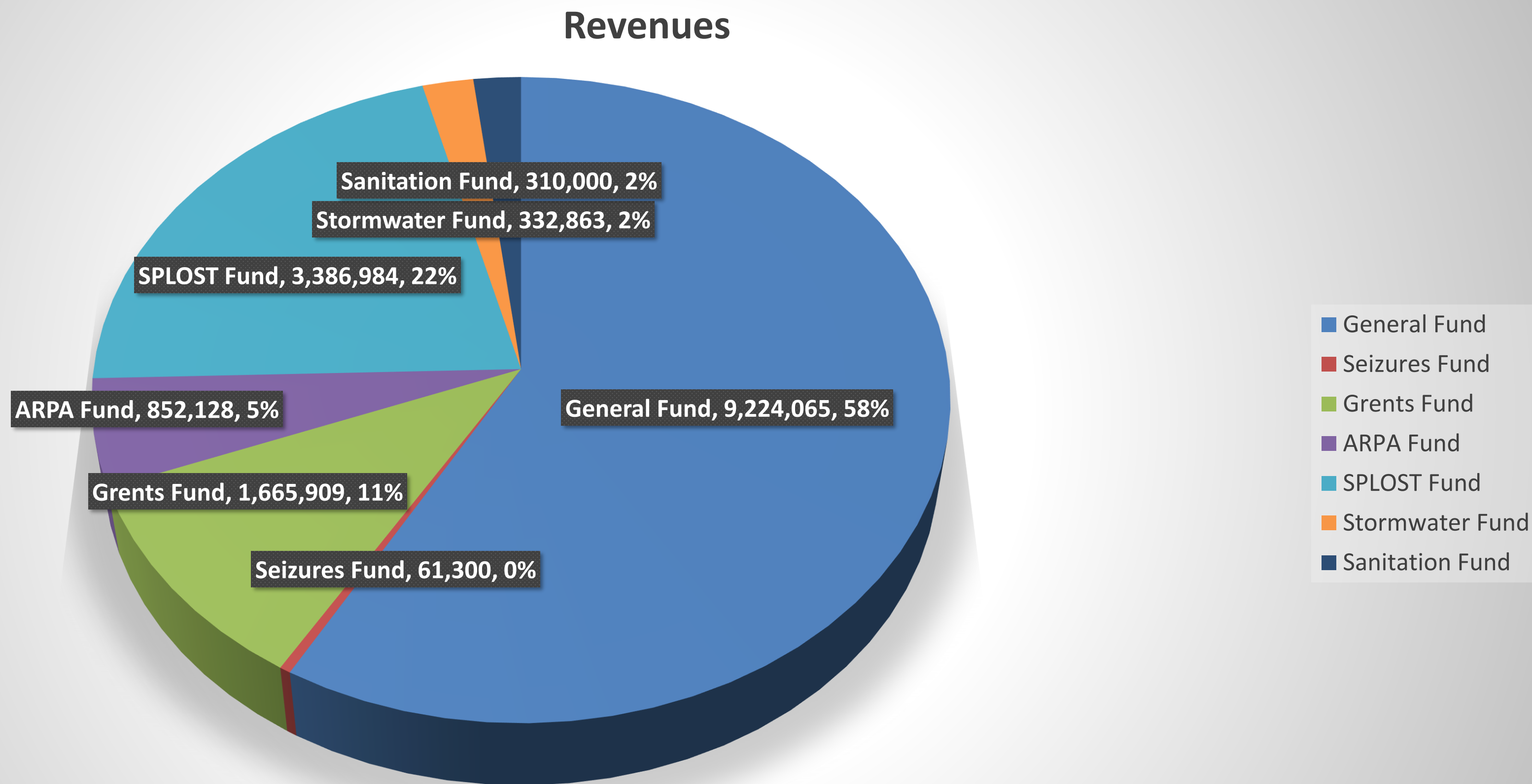
Citywide Expenditures Budget FY 2024

	2024 Budget	2023 Budget	% of Total General Fund Budget 2024		
CHART A -CITY WIDE BUDGET				% of Total Budget	Variance
GENERAL FUND EXPENDITURES					
Administration	1,787,439	1,283,225	19.4%	10.4%	504,214
Police	3,028,183	2,643,926	32.8%	21.4%	384,257
Municipal Court	469,095	448,668	5.1%	3.6%	20,427
Public Works	1,335,240	1,171,567	14.5%	9.5%	163,673
Buildings and Grounds	539,908	146,863	5.9%	1.2%	393,045
Parks	178,000	185,411	1.9%	1.5%	(7,411)
Planning and Development	781,350	466,433	8.5%	3.8%	314,917
Community Action Projects	158,000	137,000	1.7%	1.1%	21,000
Debt Service	672,000	754,568	7.3%	6.1%	(82,568)
Capital Projects Fund - General Fund	274,850	279,219	3.0%	2.3%	(4,369)
Total General Fund Expenditures	9,224,065	7,516,880	100.0%	60.8%	1,707,185

Citywide Expenditures Budget FY 2024 - continued

Other Funds Expenditures					
Federal Seizures Fund	61,200	93,202		0.8%	(32,002)
City Seizures Fund	100	500		0.0%	(400)
Grants Fund	1,665,909	387,500		3.1%	1,278,409
ARPA Coronavirus Relief Fund	852,128	973,200		7.9%	(121,073)
HOST Fund	-	71,194		0.6%	(71,194)
SPLOST Fund	3,386,984	2,655,821		21.5%	731,163
Affordable Housing Trust Fund				0.0%	-
Stormwater Fund	332,863	371,363		3.0%	(38,500)
Sanitation Fund	310,000	287,797		2.3%	22,203
Total Expenditures - ALL FUNDS	15,833,249	12,357,457		100.0%	1,768,606

Citywide Revenues Budget FY 2024



Citywide Revenues Budget FY 2024

General Fund Revenues	2024 Budget	% of Total GF	Total of All Funds	2023 Budget	Variance
Property Taxes	6,042,990	65.5%	38.2%	4,461,082	1,581,908
Franchise Fees	515,396	5.6%	3.3%	491,700	23,696
Insurance Premium Tax	1,320,000	14.3%	8.3%	1,191,283	128,717
Business Related Taxes	449,000	4.9%	2.8%	426,555	22,445
Muni Crt Fine	242,200	2.6%	1.5%	247,500	(5,300)
Permits/Fees for Service	301,053	3.3%	1.9%	336,050	(34,997)
Other Revenues	215,196	2.3%	1.4%	260,710	(45,514)
Other Financing Sources	138,230	1.5%	0.9%	102,000	36,230
TOTAL	9,224,065	100.0%	58.3%	7,516,880	1,707,185

Citywide Revenues Budget FY 2024

Other Fund Revenues:					
Federal Seizures Fund	61,200		0.4%	93,202	(32,002)
City Seizures Fund	100		0.0%	500	(400)
Grants Fund	1,665,909		10.5%	387,500	1,278,409
HOST Fund	-			71,194	(71,194)
Stormwater Fund	332,863		2.1%	371,363	(38,500)
Sanitation Fund	310,000		2.0%	287,797	22,203
ARPA Coronavirus Relief Fund	852,128		5.4%	973,200	(121,072)
SPLOST Fund	3,386,984		21.4%	2,655,821	731,163
	6,609,184		41.7%	4,840,577	1,768,607
Total All Funds	15,833,249		100.0%	12,357,457	3,475,792

PUBLIC INFRASTRUCTURE ENHANCEMENTS



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

The City Manager's Office will propose budget amendments as we develop more definite project plans for SPLOST II.

Please Note: The upcoming slides only show “proposed projects” that have not been adopted yet.

SPLOST II Allocations by Category

CITY OF CLARKSTON

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	

SPLOST II Allocations by Proposed Project – Projects have been adopted yet

CITY OF CLARKSTON SPLOST II 2023 PROJECT LISTING

Categories	Project Name	SPLOST	Category % for SPLOST
ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	North Indian Creek/Montreal Road Die	\$ 3,500,000	
	Safe Streets for All” Planning Grant Matching Funds	\$ 300,000	
	Mell Ave Operational and Safety Improvements	\$ 1,500,000	
	Reconnecting Community Pilot Discretionary Planning Grant for Railroad Underpass Grant Due 9/28/2023	\$150,000	
	Milling & Resurfacing Various City Streets-Start with Jolly Ave from EPDL to Mell Ave	\$ 612,587	
	Greenway Trail	\$2,200,000	
	More crosswalks on North Indian Creek; pedestrian crossing at Indian Creek and Hill St.	\$285,000	
	Various Neighborhood Traffic Calming - College Ave Proposed	\$ 100,000	
	Various Sidewalk Installations and/or Replacements	\$200,000	
	Norman Rd Dam Replacement-Planning and Design Work	\$ 1,500,000	
TOTAL - ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS		\$ 10,347,587	60.0%

SPLOST II Allocations by Proposed Project – Projects have been adopted yet

Categories	Project Name	SPLOST	Category % for SPLOST
A CULTURAL FACILITY, RECREATIONAL FACILITY OR HISTORIC FACILITY	Family friendly parks in the Jolly/Mell Ave area and Teen Recreation and other pocket parks on the north side of EPDL	\$1,699,196	60%
	Upgrades to 40 Oaks House/Park	\$750,000	
	Upgrades to Milam Park Pavilions/Bathroom Facilities	\$500,000	
	Splash Station/Pad	\$500,000	
TOTAL - A CULTURAL FACILITY, RECREATIONAL FACILITY OR HISTORIC FACILITY		\$3,449,196	20%
A COURTHOUSE; ADMINISTRATIVE BUILDING; CIVIC CENTER	Police Station/City Hall Begin Needs Assessment, Planning, Land Acquisition, Architectural Design	\$2,241,977	13%
PUBLIC SAFETY FACILITIES, AIRPORT FACILITIES AND/OR RELATED CAPITAL EQUIPMENT	Police Vehicles & Equipment six years	\$1,207,218	7%
GRAND TOTAL ESTIMATED		\$17,245,978	100%
EXPECTED SIX YEAR SPLOST COLLECTIONS		\$17,245,978	

NEW PERSONNEL RECOMMENDATIONS



New Personnel Recommendations - Workforce Development and Implementation of Best Practices	
Funding to bring staff up to \$20/hour Minimum Wage	\$16,640
Funding for the Class and Compensation Study	\$15,000
Key new staff – Assistant City Manager (funded ½ year), Communications Manager, HR/Risk Director (funded ½ year), Special Events Coordinator, PT TAC Records Clerk, Permit Clerk, Parks/Pool Attendant	\$532,326
ESTIMATED TOTAL WORKFORCE	\$563,966

IMMEDIATE NEED – NEW OFFICE SPACE LOCATION FOR CITY STAFF

**OPENING
SOON**

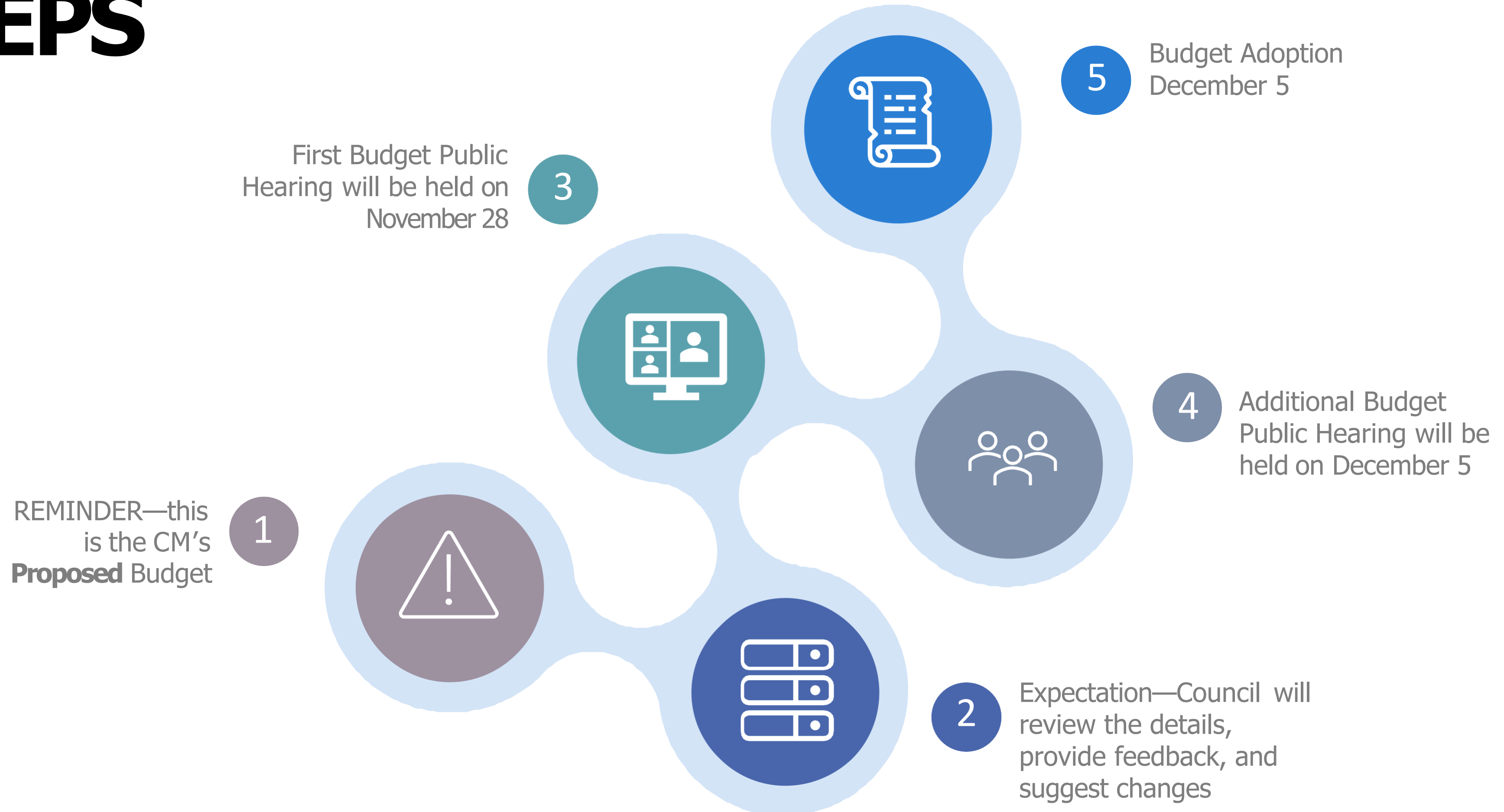
New Office Space – Immediate Need	
Moving Expenses Estimated	\$10,000
New Furniture/Fixtures	\$40,000
Annual Lease	\$390,000
Information Technology	\$135,000
TOTAL PLANNING	\$575,000

FUTURE CITY FACILITIES – MASTER PLANNING



City Programs/Services	
Digitization Initiative	\$15,000
City Annexation Study	\$20,000
Interpretation Projects	\$10,000
Community Action Projects	\$158,000
Financial Advisory Services	\$20,000
Facilities Master Plan	\$30,000
ESTIMATED TOTAL SERVICES	\$253,000

NEXT STEPS



Thank you!

**FOR THE OPPORTUNITY TO PRESENT
A *BALANCED* BUDGET FOCUSED ON
MOVING OUR CITY FORWARD IN FY 2024**

**SPECIAL THANKS TO:
DAN DEFNALL, FINANCE DIRECTOR
LESLEY MAZON, ADMINISTRATIVE 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, 2024, AND ENDING DECEMBER 31, 2024.

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

- SECTION 1. That the proposed Fiscal Year 2024 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 2024, which begins January 1, 2024 and ends on December 31, 2024.
- 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 2024, there are no debt service expenses outstanding for bonds.

SO ORDAINED this 5th day of December, 2023.

Beverly H. Burks, Mayor

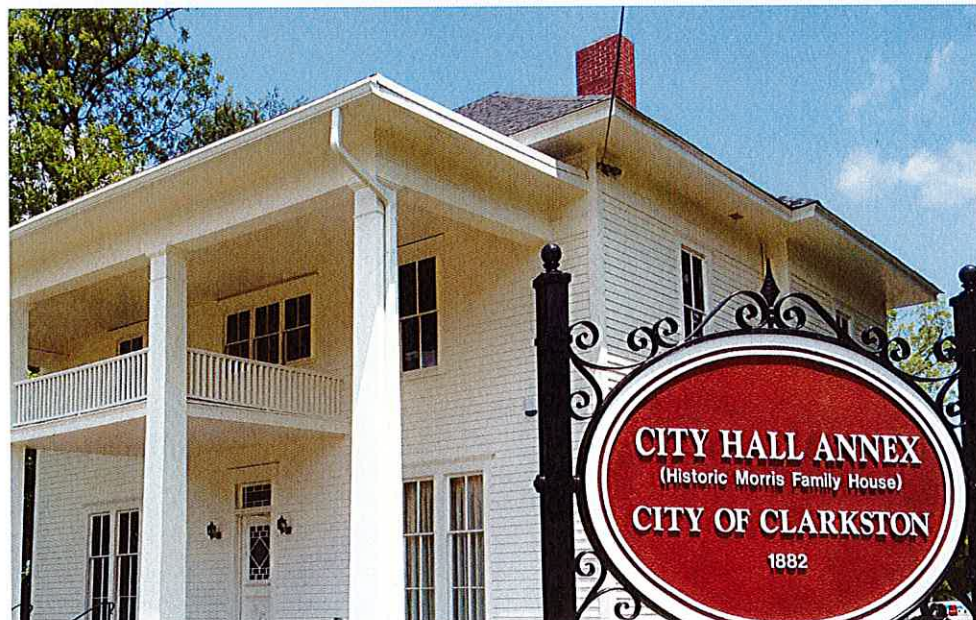
Approved as to form:

ATTEST:

Stephen Quinn
Stephen G. Quinn, City Attorney

Tomika R. Mitchell, City Clerk

2024 Preliminary Operating & Enterprise Fund Budget



Clarkston City Council



Beverly H. Burks, Mayor



Debrah Johnson, Vice Mayor



Yterenickia Bell, City Council



James Carroll, City Council



Susan Hood, City Council



Laura Hopkins, City Council



Awet Eyasu, City Council



City Administrative and
Staff for Budget Process

Tammi Saddler Jones
Interim City Manager

Dan Defnall
Finance Director

BUDGET OVERVIEW



October 31, 2023

Mayor Beverly Burks
Vice Mayor Awet Eyasu
Council Member Yterenickia Bell
Council Member James Carroll
Council Member Susan Hood
Council Member Laura Hopkins
Council Member Debra Johnson

Dear Mayor and City Council Members:

Presented in this document is the Preliminary FY 2024 City of Clarkston Fiscal Budget for all funds. This preliminary budget was compiled with input and assistance from each city department, the mayor and city council members. The proposed preliminary budget is balanced with revenues equaling expenditures, pursuant to Georgia State Code.

The total proposed FY 2024 Expenditure Budget for all funds is **\$15,883,249**. The total proposed FY 2024 Revenue Budget for all funds is **\$15,833,249**. Both the Expenditure and Revenue estimates represent a 28% increase of \$3,475,792 compared to the FY 2023 amended budget amount of \$12,357,457. The primary reason for this budget variance is due to projected increases in revenues for the General Fund, SPLOST Fund, and Grants Funds expected in FY 2024.

The proposed FY 2024 General Fund Operating Budget of **\$9,224,065** represents a \$1,707,185 (22.7%) increase as compared to the FY 2023 amended budget amount of \$7,516,880. The anticipated increases in revenues are from property tax, insurance premium tax, occupational tax and franchise tax. We are also beginning a review in early 2024 of all city fees for services to create a comprehensive fee schedule of all fees and services with anticipated increases in fees to implemented sometime in FY 2024.

The initial stages of the 2024 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 2024 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 to receive comments on the 2024 Proposed Budget will be held Tuesday, November 28, 2023, and December 5, 2023. Adoption of the 2024 Budget is scheduled to occur during the Regular Council Meeting held on December 5, 2023.

To allow for a more interactive process and to provide for direct input on budget items, you each scheduled meetings with the City Manager during the 2024 Budget Pre-construction process. City management contacted each elected official to facilitate one-on-one meetings the week of October 16-20th. 2023.

Meetings with the City Manager and the Mayor and City Council, to review the final proposed budget, are scheduled for November 14th-16th 2023. City management will contact each elected official to facilitate scheduling these meetings, during which each Council Member will receive an overview of the 2024 budget final recommendations. City management will also address any questions or concerns regarding the Final 2024 Budget either during or after the briefing sessions.

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
Interim City Manager

Timeline for 2024 Budget Planning Calendar

September 26	Budget Worksheets to Department Heads/ Capital Expenditure Requests from Department Heads Due
September 29	Budget Worksheets/Requests Due to City Manager
October 9-11	City Manager meets with Department Heads to discuss Dept. Wish List
October 13	First Draft of Estimated Budget Consolidated for City Manager Review
October 16-18	City Manager meets with Mayor/City Council for Budget Planning Discussions and Council Input
October 19	Ad Submitted to Champion News - 2024 Budget availability & Public Hearing Notice
October 27	Final Deadline for Consolidated Draft of Budget for Distribution at October 31 City Council Work Session <i>(Budget will not be on the October 31 Work Session agenda; for distribution only.)</i>
October 31	Budget Distributed to City Council at October 31 City Council Work Session <i>(Budget will not be on the October 31 Work Session agenda; distribution only.)</i>
November 2	Ad published in Champion News for 2024 Budget availability & Public Hearing Notice <i>(Ad publication required for week of City Council distribution)</i>
November 9	Ad submitted to Champion News for 2024 Budget availability & Public Hearing publications on November 16 and November 23.
November 14-16	City Manager/Mayor/City Council Budget Briefings to discuss feedback from October 31 distribution.
November 16/23	Ads published in Champion News for 2024 Budget availability & Public Hearing Notice for November 28 and December 5 meetings.
November 28	2024 Budget presented to City Council on November 28: • Public Hearing on Budget: 6:00pm - Special Called Meeting
December 5	Public Hearing and Adoption of 2024 Budget at Council Meeting

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 November 16, 2023, and November 23, 2023*) 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 5.0 Full-Time Equivalents (FTE) to 9(FTE)

STAFF: City Manager, City Clerk, Finance Director, Accountant, Administrative Coordinator

New Positions in 2024: Asst City Manager for ½ year, Asst City Clerk, HR/Risk Management Position ½ year, Special Events Coordinator

Total expenditures in the Administration Department have increased from \$1,283,225 in FY 2023 to **\$1,787,439**, an increase of \$504,214 proposed for FY 2024. The Administration Department budget represents 19.3% of the total General Fund Budget.

Group Health Insurance premium costs for the City increased by 38% for FY 2024 compared to a 22.70% increase in FY2023. The overall Group Health Insurance budget for 2022 was \$462,733 and increased by 37.5% to \$636,384 for FY2024. Health Insurance premium costs represent 6.9% of total General Fund Operating expenditures compared to 7.2% in 2023. Overall increase in Group Health is due to new positions to be added in FY2024.

The City of Clarkston Defined Benefit Retirement Plan contribution costs increased overall by 7.6% from FY2023, \$498,248 to \$550,356 in FY 2024. The pension contribution cost as a percentage of gross salaries decreased by 3% from 17.5% to 14.5% of salaries in FY2024. Total Retirement Contributions for FY 2024 represent 6.0% of total General Fund Operating expenditures.

We have budgeted two new vehicles in the Administration Capital budget for a new City Manager vehicle and a vehicle to shared with other staff as needed for work purposes such as event planning, attending trainings, etc. The current city manager vehicle will be reassigned to the Planning & Development department to be used for an additional code enforcement officer,

POLICE – 22.6 FTE

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

New Staff: 1 Part-time TAC Records Clerk

Expenditures in the Police Department are budgeted at **\$3,028,183** for FY 2024 compared to \$2,643,926 in FY 2023 representing an overall increase of \$384,257 or 14.5% from FY 2023. This increase is primarily due to significant pay increases implemented in the latter half of FY2023. The Police department budget for FY 2023 represents 32.8% of the total General Fund budget.

For FY 2024, the Clarkston Police Department authorized, and funded staffing level is recommended at 22 approved full time police personnel and 1 part time position, with 6 positions unfunded for 2024. After the 2015 annexation, staffing levels were increased to a total of 27 approved police positions. This FY 2024 budget includes a total of six (6) unfunded positions during the year.

Full-time personnel is a Police Chief responsible for the 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 and (1) Captain that is currently assigned to a DEA Task force, one (1) Lieutenant who serves as the uniform patrol commander, three (3) detectives, and nine (9) patrol officers, four (4) Sergeants for patrol, and the new positions of 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 choosing law enforcement as a profession. Consequently, competition to attract and employ qualified candidates has increased.

Significant efforts were taken over the past few months to increase base pay for Police Officers to be able to compete in the local employment market after several years of not being competitive with other municipalities in the region.

MUNICIPAL COURT – 3.0 FTE

STAFF: Chief Court Clerk, (1) Court Clerk, Records Clerk

Expenditures in Municipal Court department are budgeted at **\$469,095** for FY 2024 compared to \$448,668 in FY2023 representing an overall increase of \$20,427 from FY 2023. The Municipal Court budget for FY 2024 represents 5.1% of the total General Fund budget. Within our efforts to secure more police officer, overall fines revenues are expected to begin to increase slightly in FY2024.

PUBLIC WORKS/BUILDING & GROUNDS/ PARKS 12.6 FTE

STAFF: Public Works Director, Public Works Manager, (4) Laborers, (2) Equipment Operators, (1) CDL Drivers, (2) Crew Leaders

New Staff: Park/Pool Attendant Full Time

The FY2024 operating budget for Public Works, Building & Grounds and Parks is **\$2,053,149 versus \$1,512,154**, in FY 202 and represents 39.1% of the total General Fund Expenditures budget. We have also budgeted the following capital expenditure items for Public Works in FY 2024 to include two (1) new Ford F-150 crew cab pickup trucks (\$53,500) to replace a 2014 model.

We have also included \$390,000 in the Buildings & Grounds Budget for potentially leasing new space for all our offices with the City. We have also budgeted \$50,000 in capital expenditures for new office furniture and fixtures that will be needed for new staff being hired in 2024.

Public Works staff continue to ensure the maintenance and care of the City's rights-of-way including streets, sidewalks, and small passive pocket-park areas, as well as our active (Milam) and passive (Friendship Forest and 40 Oaks Nature Preserve) parks. Staff performs a variety of maintenance, beautification, and improvement work including all mowing/weeding including the CSX right-of-way throughout our city limits, tree trimming/removal (parts are contracted out), trash/debris abatement and removal (from rights-of-ways and all City properties), and all other beautification maintenance as needed. Staff are housed out of the Public Works complex located at 3620 Montreal Creek Court.

PLANNING/ECONOMIC & DEVELOPMENT – 5.0 FTE

STAFF: Planning/Economic Development Manager, City Engineer, Code Compliance Officer, Economic Development Coordinator

New Staff: Permits Clerk

The Planning/Economic and Development department is responsible for all zoning, plan review, building inspection and permitting functions. The Planning & Development Manager has been assigned to manage the activities of our technical consultants associated with these activities in addition to providing 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. The City has added a new City Engineer position for FY2023 to assist the city and department with development reviews and project management for existing and new or future development projects to come into the city. This position was never filled in FY2023, but will be filled in FY2024. We have added a new dedicated Permits Clerk to assist customers with permits and provide backup for the Receptionist/Administrative Coordinator.

Effective code enforcement will continue to be critical to the future success of Clarkston's economic development efforts. Given the age of many of our commercial, retail, and multi-family dwellings, the City will continue to focus on addressing property maintenance issues that continue to persist. Therefore, for FY 2024, the city will continue to provide code enforcement services utilizing two full-time staff person employed directly by the City of Clarkston. Additionally, the City will continue to contract with a third-party vendor to assist staff with providing construction plan review and additional after hours compliance enforcement (by the police department).

The recommended FY2024 budget for Planning and Development is **\$781,350** versus the amended FY2023 budget of \$466,433, an increase of \$314,917 primarily due to the addition of the City Engineer position and Permits Clerks. The FY 2023 Planning and Economic Development budget represents 8.5% of the total General Fund Expenditures budget.

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 2024, this budget appropriates \$158,000 to support the following Community Action Projects:

- Urban Agriculture and Environment - \$10,000
- Senior Programs - \$5,000
- Public Arts Programs - Crosswalks \$10,000
- Health Advisory Task Force - \$2,000
- Early Learning Task Force \$5,000
- Youth Advisory Task Force \$5,000
- Recreation Programs - \$10,000
- Clarkston Culture Fest Event - \$3,500
- Clarkston Community Center - \$20,000
- Clarkston Special Events - \$50,000
- CDF-Tell Me A Story - \$7,000
- Business & Economic Development \$30,500

Community Development projects budgeted at \$158,000 represent 1.7% of total general fund expenditures.

Debt Service

The City anticipates the need to obtain a TAN, (Tax Anticipation Note) in FY 2024 as bridge funding until property tax revenues are received during the 4th quarter of 2024, in the amount of \$700,000-\$800,000. Due to the significant increase to the budget related to Salaries & Benefits and Building Rental in FY2024, a TAN may be necessary even though the City did not have to borrow in FY2023. The estimated interest and loan origination fees amount is \$15,000 and has been included in the FY 2024 budget.

The FY 2024 General Fund appropriation for Debt Service is **\$672,000** compared to \$754,568 budgeted in FY 2023. Debt Service Payments represent 7.3% of total general fund expenditures. The decrease in the Debt Service budget is due to a capital lease for ten police vehicles being paid off in early 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 is only the ballot for November 7, 2023. Expected SPLOST tax proceeds for FY2024 are estimated at **\$3,386,884**. In FY 2020, the City secured a SPLOST bond in the amount of \$7,282,000 with the principal and interest payments to be paid from SPLOST tax proceeds over the next two (2) years.

The SPLOST Fund expenditures budget for FY 2023 totals **\$3,386,984** and includes payment of bond principal in the amount of **\$2,244,000** and interest payments (on both bond issues) of **\$19,523** to be paid from the SPLOST tax revenues received. SPLOST construction projects for FY2024 are expected to be **\$1,123,461** to close out the 2017 SPLOST projects funded under the 2017 referendum and will be funded by the SPLOST bond proceeds and SPLOST tax revenues received.

Storm Water Utility Fund

Storm Water Utility Revenue is expected to be \$332,863 for FY 2024. The City will continue to address storm water maintenance issues throughout the City and implement the City's Storm Water Management Plan as required by the Georgia Environmental Protection Division. The City had a test conducted on a sample of parcels in the City and determined there were some serious errors in ERU calculations on several parcel. The city will be conducting an audit of all Stormwater ERU calculations for all parcels in the City during 2024 which will help determine if we will receive additional Stormwater in 2024. The City has also allocated \$107,650 in salaries and payroll taxes to the Stormwater Fund from the Public Works department to cover the staff time spent during the late winter/early spring do annual stormwater maintenance and clearance of all storm water structures. Total Storm Water Fund Expenditures in FY 2024 are budgeted at **\$332,863**.

Sanitation Enterprise Fund

The Sanitation Enterprise Fund continues to perform adequately. Expenditures and revenues for FY 2024 are projected at **\$310,000**. 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 FY024 as follows:

Local Maintenance & Improvement (LMIG) state grant fund	\$ 110,000
SS4A-Safe Streets & Roads Planning Grant	\$1,000,000
Public Safety & Violent Crime Reduction Grant	\$ 400,000
ARC-LCI Clarkston Greenway Grant	\$ 140,000
NRPA 10 Minute Walk Grant	\$ 6,521
Opioid Settlements	\$ 5,388
Dept of Justice – Bulletproof Vest Reimbursement Grant	\$ 4,000
Total	\$1,665,909

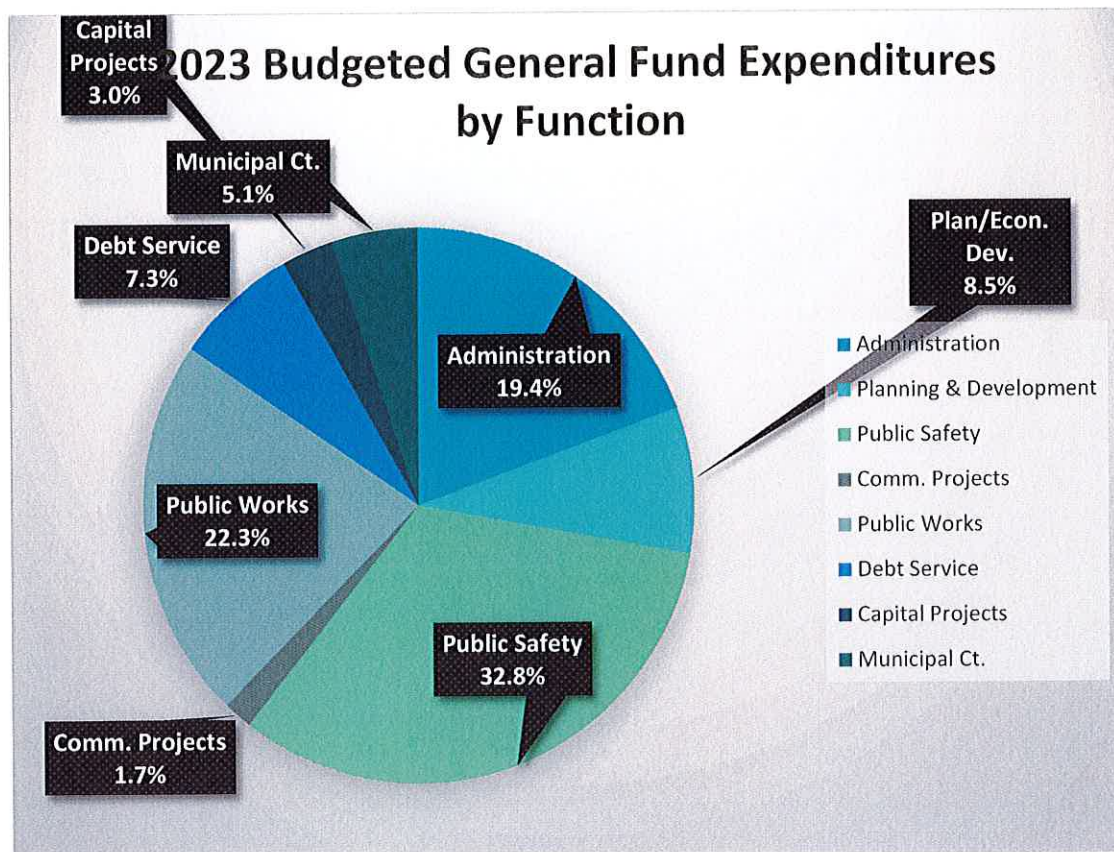
The City has budgeted \$1,665,909 for FY2024 Grant Fund Revenues and Expenditures, compared to \$387,500 in FY2023.

Expenditures Summary

The total proposed FY 2024 Expenditure Budget for all funds is **\$15,833,249** which represents a increase of \$3,475,792 as compared to \$12,357,457 in FY 2023.

The proposed FY 2024 General Fund operating budget of **\$9,224,065** represents a \$1,707,185 **increase** as compared to the FY 2022 amount of \$7,516,880.

As depicted in the chart below, the largest expenditure categories by percentage for General Fund Expenditures are Public Safety 32.8%, Public Works at 22.3%, Administration at 19.4% of the total expenditure budget. Debt service costs remain manageable at 7.3% of total FY 2024 expenditures.



Revenues Summary

The proposed FY 2024 Proposed General Fund Total Revenue budget of **\$9,224,065** represents an increase of \$1,707,185 or 22.7% as compared to \$7,516,880 in FY 2023.

CITY OF CLARKSTON 2024 BUDGET

As of October 30, 2023	2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	2023 PROJECTED & AMENDED BUDGET	2024 PROPOSED BUDGET
REVENUES						
General Fund	7,313,978	7,516,880	1,587,055	21.1%	8,282,215	9,224,065
Other Funds:						
Federal Seizures Fund	81,745	93,202	667	0.7%	93,766	61,200
City Seizures Fund	-	500	-	0.0%	100	100
Grants Fund	3,951	387,500	161,189	41.6%	302,389	1,665,909
HOST Fund	-	71,194	-	0.0%	71,194	-
Stormwater Fund	302,905	371,363	30,801	8.3%	343,010	332,863
Sanitation Fund	228,340	287,797	25,220	8.8%	228,988	310,000
Affordable Housing Trust Fund		-	-		-	-
ARPA Coronavirus Relief Fund	895,843	973,200	177	0	1,085,348	852,128
SPLOST Fund	2,335,806	2,655,821	1,369,389	51.6%	2,540,820	3,386,984
Total Revenue - All Funds	11,162,568	12,357,457	3,174,499	25.7%	12,947,830	15,833,249

EXPENDITURES						
GENERAL FUND EXPENDITURES						
Administration	1,105,201	1,283,225	1,113,025	86.7%	1,528,704	1,787,439
Police	2,159,036	2,643,926	1,930,066	0.0%	2,610,596	3,028,183
Municipal Court	410,190	448,668	333,321	0.0%	428,364	469,095
Public Works	926,427	1,171,567	901,852	77.0%	1,170,195	1,335,240
Buildings and Grounds	108,102	146,863	124,600	84.8%	161,359	539,908
Parks	109,001	185,411	135,567	73.1%	180,600	178,000
Planning and Development	379,231	466,433	335,977	72.0%	456,372	781,350
Community Action Projects	32,078	137,000	39,495	28.8%	137,000	158,000
Debt Service	739,176	754,568	509,222	67.5%	754,568	672,000
Capital Projects Fund - General Fund	299,337	279,219	289,164	103.6%	289,564	274,850
Total General Fund Expenditures	6,267,779	7,516,880	5,712,291	76.0%	7,717,322	9,224,065
Other Funds Expenditures						
Federal Seizures Fund	36,334	93,202	74,538	80.0%	93,766	61,200
City Seizures Fund	10	500	-	0.0%	100	100
Grants Fund	366,671	387,500	171,448	85.0%	302,389	1,665,909
ARPA Coronavirus Relief Fund	895,843	973,200	667,049	68.5%	1,085,348	852,128
HOST Fund	-	71,194	70,821	99.5%	71,194	-
SPLOST Fund	4,105,674	2,655,821	2,395,333	90.2%	2,540,820	3,386,984
Affordable Housing Trust Fund						
Stormwater Fund	296,337	371,363	142,533	38.4%	352,732	332,863
Sanitation Fund	229,821	287,797	216,321	75.2%	287,797	310,000
Total Expenditures - ALL FUNDS	12,198,467	12,357,457	9,450,335	76.5%	12,451,468	15,833,249

General Fund Surplus/(Deficit) 1,046,199 564,893 (1)

General Fund Expenditures Allocation by Function

	2023 Projected	% of Budget	2024 Budget	% of Budget
Administration	1,528,704	19.8%	1,787,439	19.4%
Planning & Development	456,372	5.9%	781,350	8.5%
Public Safety	2,610,596	33.8%	3,028,183	32.8%
Municipal Court	428,364	5.6%	469,095	5.1%
Community Development Projects	137,000	1.8%	158,000	1.7%
Public Works	1,512,154	19.6%	2,053,149	22.3%
Debt Service	754,568	9.8%	672,000	7.3%
Capital Projects	289,564	3.8%	274,850	3.0%
	7,717,322	100.0%	9,224,066	100.0%

EXPENDITURE							
As of October 30, 2023		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	2023 PROJECTED & AMENDED BUDGET	2024 PROPOSED BUDGET
GENERAL ADMINISTRATION - 10-1110, 1310, 1330, 1400, 1500							
Council Salaries	511100	72,000	72,000	60,000	83.3%	72,000	72,000
Council Health Insurance	512100	24,869	40,750	37,350	91.7%	40,746	52,224
Council/FICA	512200	4,449	4,464	3,708	83.1%	4,440	4,464
Council Medicare	512300	1,041	1,044	867	83.1%	1,041	1,044
Council Retirement	512400	14,352	12,744	9,834	77.2%	11,801	10,440
Council/Travel	523500	5,232	8,000	6,631	82.9%	8,000	8,000
Council/Education/Training	523700	3,998	8,000	4,145	51.8%	8,000	8,000
Mayor/ Salary	511100	15,000	15,000	12,500	83.3%	15,000	15,000
Mayor Health Insurance	512100	8,038	9,744	8,831	90.6%	9,634	10,284
Mayor/FICA	512200	930	930	775	83.3%	930	930
Mayor/Medicare	512300	218	218	181	83.1%	218	218
Mayor Retirement	512400	2,990	2,655	2,049	77.2%	2,655	2,175
Mayor/Travel	523500	1,266	3,000	-	0.0%	3,000	3,000
Mayor Education/Training	523510	425	1,500	-	0.0%	1,500	1,500
Gen Adm/Salaries	511100	445,894	488,865	482,129	98.6%	580,665	785,496
Gen Adm/Group Ins	512100	50,619	64,461	58,075	90.1%	63,800	90,720
Gen Adm/FICA	512200	27,031	30,196	27,491	91.0%	31,364	48,701
Gen Adm/Medicare	512300	6,322	7,062	6,954	98.5%	7,860	11,390
Gen Adm/Retirement	512400	88,085	75,440	62,865	83.3%	75,439	113,897
Gen Adm-Unemployment	512600	2,878	-	-	-	-	-
Gen Adm/Work Comp	512700	1,727	2,657	2,657	100.0%	2,657	5,446
Tax Billing/Coll Svc	521100	4,091	4,500	4,054	90.1%	4,054	4,500
Gen Adm-Board Elections	521110	-	4,000	-	0.0%	5,500	5,500
City Auditor	521200	43,650	65,000	15,000	23.1%	65,000	57,500
City Attorney	521210	86,946	132,500	66,511	50.2%	132,500	113,000
Gen Adm/Professional	521215	25,828	20,000	66,997	335.0%	150,000	111,000
Computer/Hard& Soft	521300	52,765	70,000	59,133	0.0%	84,000	83,210
Gen Adm/-Repairs/Maint	522200	-	3,000	-	0.0%	3,000	3,000
Equip/Rental/Lease	522320	4,150	4,800	3,378	70.4%	4,800	4,800
Prop/Liability Ins	523100	33,166	40,000	36,859	92.1%	40,000	40,000
Communications	523200	2,422	2,500	1,945	77.8%	2,500	3,600
Postage	523210	2,612	3,600	1,870	51.9%	3,600	3,600
Advertising	523300	4,141	6,000	2,779	46.3%	6,000	6,000
Printing Service	523400	5,007	10,000	8,904	89.0%	10,000	12,000
Travel	523500	2,995	8,000	4,895	61.2%	8,000	12,000
Dues & Fees	523600	27,227	29,445	29,102	98.8%	32,000	32,000
Education	523700	4,479	7,250	6,017	83.0%	8,000	10,000
Other Miscellaneous Expense	523910	1,989	3,000	2,606	86.9%	3,000	5,000
Bank/Finance Chgs	523920	13,151	12,400	7,272	58.6%	10,000	12,400
General Supplies	531100	2,976	3,500	3,788	108.2%	5,000	10,000
Books & Periodicals	531400	-	400	-	0.0%	400	400
Small Equipment	531600	709	2,000	3,227	0.0%	8,000	10,000
Uniform	531700	432	600	-	0.0%	600	1,000
Other Supplies	531710	104	2,000	1,649	82.5%	2,000	2,000
Furniture and Fixtures	542300	-		-			
Computer Equipment	542400	-		-	0.0%		
Bad Debt Expense	574000	9,000					
TOTALS		1,105,201	1,283,225	1,113,025	86.7%	1,528,704	1,787,439

CITY HALL- GENERAL ADMINISTRATION

BUDGET

2024

1100 CITY COUNCIL

511100	City Council Salaries	\$72,000
512100	City Council Health Insurance	\$52,224
512200	City Council FICA	\$4,464
512300	City Council Medicare	\$1,044
512400	City Council Retirement	\$10,440
523500	City Council Travel	\$8,000
523700	City Council Training	\$8,000
SUBTOTAL COUNCIL		\$156,172

1300 MAYOR

511100	Mayor Salaries	\$15,000
512100	Mayor Health Insurance	\$10,284
512200	Mayor FICA	\$930
512300	Mayor Medicare	\$218
512400	Mayor Retirement	\$2,175
523500	Mayor Travel	\$3,000
523700	Mayor Training	\$1,500
SUBTOTAL MAYOR		\$33,107

01500	GENERAL ADMINISTRATION	
00051	PERSONAL SERV. & EMPLOYEE BEN.	
511100	Administration Full Time/Interim Salaries Funding for 5 positions: City Manager, City Clerk, Finance Director, Accountant, Admin Coordinator.	\$785,496
511200	Administration Salaries Part Time (none at this time)	\$0
511300	Administration Overtime	\$0
512100	Administration Insurance- Health	\$90,720
512200	Administration Social Security FICA (6.2%)	\$48,701
512300	Administration Medicare (1.45%) Total Salaries – Full-time 1.45% x total	\$11,390
512400	Administration Retirement Contributions GMEMBS Pension Plan 20.4% of annual full-time salaries	\$113,897
12500	Administration Tuition Reimbursement	\$0
512700	Administration Worker's Compensation (GMA)	\$5,446
SUBTOTAL PERSONNEL/EMPLOYEE BENEFITS		\$1,055,650
00052	PURCHASED CONTRACTED SERVICES	
521100	Administration Tax Billing/Collection Services DeKalb County Tax Commissioner Property Tax Billing	\$4,500
521110	Administration Board of Elections Services DeKalb County Board of Elections Services	\$5,500
521200	Administration Audit Fees Annual Audit \$50,000 A133 Single Audit due to Federal Grants \$7,500	\$57,500

521210	Administration City Attorney Fees	\$113,000
	City Attorney Fees \$8,000 monthly \$96,000	
	Bond Attorney Fees – Tax Anticipation Note \$5,000	
521215	Administration Professional Services Fees	\$111,000
	City Annexation Studies	\$20,000
	Digitization of Files	\$15,000
	Job Classification and Compensation Study	\$15,000
	GMA Service -City Council/Staff Retreat 2024	\$ 1,000
	Facilities Master Planning	\$30,000
	Interpretation Projects	\$10,000
	Financial Advisory Services	\$20,000
521300	Administration Information Technology Services	\$83,210
	VC3-Website Annual Maintenance \$600 x 12 mths	\$7,200
	VC3, Inc – Info Tech Support Svcs \$3,600 x 12 mths =	\$43,200
	INOVA Payroll Processing Fees	\$14,000
	OpenRDA Accounting Software Support and	
	Maintenance Fees	\$8,200
	Next Request (Open Records Software)	\$8,810
	ArchiveSocial - Social Media (½ Admin, ½ Police)	\$1,800
522200	Administration-Repairs & Maintenance	\$3,000
522320	Administration Equipment Rental	\$4,800
	Neopost Postage Machine Rental \$300/qtr =	\$1,200
	Toshiba Copier \$300/mth =	\$3,600
523100	Administration Insurance - (GIRMA)	\$40,000
	Administration Liability Insurance	
523200	Administration Communications	\$3,600
	AT&T FirstNet Cell Phones/Wireless Devices \$300 per	
	month =	\$3,600
523210	Administration Postage & Shipping	\$3,600
	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	\$12,000
	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	\$3,000
	Other Staff	\$2,000
523600	Administration Dues & Subscriptions	\$32,000
	Dues for professional associations and subscriptions	
	Dekalb Municipal Association	\$10,500
	GMA Telecom Fees	\$8,400
	GMA Membership Dues	\$5,500
	GMA Unemployment Services Fee	\$100
	National League of Cities Dues	\$1,300
	Dekalb Chamber of Commerce	\$500
	GCCMA Dues-City Manager	\$200
	Institute of Mgmt Accountants Dues-Fin. Dir.	\$325
	GGFOA Dues – Finance Director	\$50
	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
	NFBPA	\$230
	New Staff Dues	\$2,555
523700	Administration Education & Training	\$10,000
	Total administrative costs associated with registration costs or conferences, certifications, and training for:	
	City Manager – Conferences	\$2,000
	City Clerk – GMA City Clerk Conferences	\$1,000
	City Clerk – GMCA Regional/Virtual Trainings & Conferences	\$1,750
	City Clerk – IIMC Virtual Athenian Dialogues	\$500

	Accountant – Training/Conferences	\$1,000	
	GLGPA-CHRM	\$1,000	
	New Staff		\$2,750
523910	Administration Miscellaneous Expense		\$5,000
	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		\$519,110
00053	SUPPLIES		
531100	Administration Office Supplies		\$10,000
	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 as needed \$8,000		
531700	Administration Uniforms		\$1,000
531710	Administration Other Supplies		\$2,000
	Office Furnishings or replacement		
SUBTOTAL	SUPPLIES		\$23,400
TOTAL ADMINISTRATION	(DEPT 1500)		\$1,598,160
TOTAL 1110, 1310, AND 1500			\$1,787,439

EXPENDITURE							
As of October 30, 2023		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	2023 PROJECTED & AMENDED BUDGET	2024 PROPOSED BUDGET
POLICE DEPARTMENT - 30-3200							
Salaries-Full Time	511100	1,077,863	1,397,257	1,005,231	71.9%	1,351,566	1,627,090
Salaries-Part Time	511200	-	-	-		-	40,000
Overtime	511300	22,825	22,651	31,581	139.4%	45,000	16,000
DEA Task Force Overtime	511310	41,324	39,308	37,325	95.0%	40,000	28,000
Health Insurance	512100	150,588	198,963	171,411	86.2%	198,963	272,574
FICA Contributions	512200	68,574	88,999	64,512	72.5%	86,000	106,088
Medicare Contributions	512300	16,038	20,814	15,087	72.5%	20,000	24,811
Retirement Contribution	512400	248,856	232,449	189,213	81.4%	232,449	242,308
Workers Compensation Insurance - GMA	512700	63,070	68,130	62,459	91.7%	62,459	83,555
Uniforms-Protective Gear	512905	2,888	4,536	757	16.7%	4,536	4,536
Uniforms	512910	13,140	20,630	9,332	45.2%	20,630	21,130
Professional Services	521220	2,850	6,451	2,801	43.4%	6,451	4,280
Police Admin IT Fee	521300	92,577	101,968	73,937	72.5%	101,968	103,200
Repairs/Maint	522200	17,488	52,500	7,448	14.2%	52,500	52,500
Vehicle Repairs/Maint	522210	40,698	50,000	24,714	49.4%	50,000	50,000
Equip/Rental-Lease	522320	79,304	80,984	63,602	78.5%	80,984	87,150
Liability Insurance -GIRMA	523100	86,174	96,000	88,699	92.4%	96,000	96,000
Communications	523200	19,780	21,600	11,661	54.0%	21,600	21,600
Postage	523210	67	500	-	0.0%	200	500
Advertising	523300	1,020	2,000	702	35.1%	1,000	2,000
Printng	523400	2,088	3,000	1,586	52.9%	3,000	3,000
Travel	523500	5,628	5,000	3,635	72.7%	5,000	10,760
Dues & Fees	523600	16,125	20,586	9,799	47.6%	20,586	20,501
Education/Training	523700	4,868	6,000	2,970	49.5%	6,000	7,000
Other Expense	523910	1,530	2,000	1,591	79.6%	2,500	2,000
Office Supplies	531100	1,060	3,000	1,759	58.6%	3,000	3,000
Supplies-Special Events & Comm Relatons	531120	4,488	8,000	2,861		7,000	8,000
Investigative Supplies - CID	531130	900	2,500	1,250	50.0%	2,500	2,500
Community Relations	531140	3,376		604		604	
Gas, Oil & Diesel	531270	59,140	70,000	37,313	53.3%	70,000	70,000
Books & Periodicals	531400	596	400	611	152.8%	400	400
Small Equipment	531600	14,114	17,700	5,618	31.7%	17,700	17,700
Totals		2,159,036	2,643,926	1,930,066	73.0%	2,610,596	3,028,183

Clarkston Police Department

2024 Budget

Personnel Services & Employees

511100	Police Department Salaries Full Time Annual base salaries for 21 total staff 2 - Police Chief & Assistant Police Chief 1 – Captain DEA Task Force 1 – Lieutenant-Uniform Patrol Commander 4 – Sergeants for Patrol 9 – Patrol Officers 3 - CID Staff 1 – Sergeant Community Relations/State Certification 1- Records Clerk/TAC 1- Part time Records Clerk/TAC 27 Approved positions, with 6 unfunded 2022	\$1,627,090 \$40,000
511300	Police Department Overtime Used for proactive police operations, emergency situations, special events, and mandatory training.	\$16,000
511310	Police Department DEA Taskforce Overtime	\$28,000
512110	Police Department Insurance (Health-Life-Dental)	\$272,574
512200	Police Department Social Security FICA (6.2%) (6.2% of full, part-time, and overtime salaries)	\$106,088
512300	Police Department Medicare (1.45% of full, part-time & overtime salaries)	\$24,811
512400	Police Department Employee Retirement Program The rates are 17.7% of annual full-time salaries	\$242,308
512500	Police Department Tuition Reimbursement	\$0
512700	Police Department Worker’s Comp Insurance (GMA) 5% of regular full-time and part-time salaries.	\$83,555
512905	Police Department Uniforms – Protective Gear 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	\$21,130
	\$150 per officer (21) for one pair of boots = \$3,150 3 vacant positions. To outfit a new officer cost is approximately \$1,600 for uniforms. 3 x \$1,600 = \$4,800 - Duty gear for 3 vacant positions \$1000 x 3 ==\$3,000 - Carriers to carry our issued body cameras need to be replaced 9 x \$120 = \$1080. - 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	\$ 2,466,092
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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	\$103,200
	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	\$52,500
	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	\$50,000
	Upkeep and repairs on our fleet of vehicles. Tires – Neighborhood Tire Vehicle Cleaning – Finish Line Car Wash	
522320	Police Department Equipment Rental/Lease Contracts	\$87,150
	Toshiba Copiers \$300/ month= \$3,600 AXON Tasers Lease Payments = \$16,230 Motorola Radios - \$6,200 x 4 = \$24,800 Utility Body Worn Camera's \$42,520	

523100	Police Department Insurance – GIRMA General Automobile Liability & Physical Damage = \$45,000 Law Enforcement Liability = \$46,000 Deductibles Budget = \$5,000	\$96,000
523200	Police Department Communications 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	\$21,600
523210	Police Department Postage	\$500
523300	Police Department Advertising Employment Recruiting Ads	\$2,000
523400	Police Department Printing Includes funds for printing letterheads, business cards and other required forms. Update all business cards with cityofclarkston.com email address.	\$3,000
523500	Police Department Travel 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 = \$2,360 - 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	\$10,760
523600	Police Department Dues and Subscriptions - Georgia Association of Chiefs of Police 2x \$150 = \$300 - International Association of Chiefs of Police 2 x 190 = \$380 - International Association of Chiefs of Police NET- \$525 - 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	\$20,501

- 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 \$7,000
 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 **\$3,000**

523910 Police Department Miscellaneous Expense \$2,000
 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 \$460,491

Supplies

531100 Police Department Office Supplies \$3,000
 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 \$8,000
 Police swag for giveaways throughout the year.

531130 Investigative Supplies - CID \$2,500

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.

531270	Police Department Fuel and Oil	\$70,000
531400	Police Department Books & Periodicals	\$400
531600	Police Department Small Equipment Includes ammunition and targets for firearm training to include targets.	\$17,700
Sub-total Supplies		\$101,600
Total Operating Budget		\$3,028,183
Capital Expenditures		\$3,028,183

2024 Dodge Durango \$42,000 equipment \$11,000 Total \$53,000(approximately)

To replace the 2015 Ford-150, which has 105,000 miles. We have spent approximately \$15,201 in the past 3 years. The transmission needs to be replace which will cost another \$7,000. I am requesting we sell the F-150 at auction and purchase a 2024 Dodge Durango.

Rebuild garage located in the police dept. parking lot \$44,000

Split Budget 50/50 between General Fund and Federal Seizures Fund

The garage located in the police parking lot is in dire need of being rebuilt to meet State Certification compliance. One of the standards is to have a secure place to keep large items, for example bicycles, lawn mowers and vehicles. I received a quote from Mike Leach to bring the garage into compliance with State Cert.

EXPENDITURE							
As of October 30, 2023		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	2023 PROJECTED & AMENDED BUDGET	2024 PROPOSED BUDGET
MUNICIPAL COURT - 20-2650							
Salaries	511100	173,025	188,360	153,447	81.5%	184,000	195,117
Part Time Salaries	511200	-	-	-		-	-
Overtime	511300	149	2,000	511	25.5%	2,000	2,000
Health Insurance	512100	29,928	29,905	27,353	91.5%	29,905	30,240
FICA Contributions	512200	9,507	11,653	9,331	80.1%	11,290	12,221
Medicare Contributions	512300	2,223	2,726	2,182	80.1%	2,630	2,858
Retirement Contribution	512400	42,246	31,050	24,429	78.7%	29,316	28,582
Workers Compensation Insurance - GMA	512700	1,000	1,138	1,138	100.0%	1,138	986
Uniforms	512910	-	1,200	-	0.0%	1,200	1,500
City Judge	521200	24,000	27,600	20,700	75.0%	27,600	27,600
City Solicitor	521210	12,000	12,000	9,000	75.0%	12,000	12,000
Public Defender	521215	6,800	9,600	4,600	47.9%	7,400	9,600
Professional Services	521220	6,779	9,600	7,323	76.3%	9,000	9,600
Information Technology Services	521300	27,978	30,631	25,251	82.4%	28,000	30,631
Equipment Rental	522320	2,962	3,600	2,487	69.1%	3,600	3,600
Communications	523200	1,337	1,560	1,092	70.0%	1,300	1,560
Printng	523400	1,589	2,000	1,036	51.8%	2,000	2,000
Travel	523500	3,377	5,300	9	0.2%	5,300	6,100
Dues & Fees	523600	200	710	205	28.9%	500	765
Education/Training	523700	845	1,685	775	46.0%	1,685	1,785
Other Expense	523910	71	300	183	61.0%	300	300
Office Supplies	531100	2,409	3,000	503	16.8%	3,000	3,000
Books & Periodicals	531400	-	200	-	0.0%	200	200
Small Equipment	531600	-	1,000	119	11.9%	1,000	1,000
A & B Fund	571000	15,669	20,000	11,382	56.9%	16,000	20,000
Training Fund	571010	14,673	16,000	10,272	64.2%	16,000	20,000
Crime Victim Emer Fund	571020	8,012	11,250	5,673	50.4%	10,000	11,250
Crime Victim DUI Fund	571030	144	600	52	8.7%	400	600
Brain & Spinal Inj Fund	571040	555	1,400	628	44.9%	1,400	1,400
Indigent Defense Fund	571060	16,028	18,000	11,377	63.2%	16,000	22,000
Crime Lab Fee	571070	150	600	25	4.2%	200	600
County Drug Treatment	571080	3,182	2,000	1,134	56.7%	2,000	6,000
Drivers Ed/Tng	571090	3,350	2,000	1,104	55.2%	2,000	4,000
Totals		410,190	448,668	333,321	74.3%	428,364	469,095

Clarkston Municipal Court

2024 Budget

Personnel Services & Employees

511100	Municipal Court Salaries Full Time Three full-time court staff	\$195,117
511200	Municipal Court Salaries Part Time	\$0
511300	Municipal Court Overtime	\$2,000
512110	Municipal Court Insurance (Health-Life-Dental)	\$30,240
512200	Municipal Court Social Security FICA (6.2%) (6.2% of full, part-time, and overtime salaries)	\$12,221
512300	Municipal Court Medicare (1.45% of full, part-time & overtime salaries)	\$2,858
512400	Municipal Court Employee Retirement Program The rates are 17.7% of annual full-time salaries	\$28,582
512500	Municipal Court Tuition Reimbursement	\$0
512700	Municipal Court Worker's Comp Insurance (GMA) 0.5% of regular full-time and part-time salaries.	\$986
512910	Municipal Court Uniforms	\$1,500
Sub-total Personnel Service & Employees		\$ 273,504

Purchased/Contracted Services

521200	Municipal Court Judge \$2,300 per month	\$27,600
521210	Municipal Court Solicitor \$1,000 per month	\$12,000
521215	Municipal Court Public Defender \$800 per month	\$9,600
521220	Municipal Court Professional Services	\$9,600

	Interpreters for Court	\$9,600
521300	Municipal Court Information Technology Support VC3, Inc. annual IT Support Fees \$1,100 per month x 12 months =\$13,200 Tyler Technologies – Repairs/Upgrades = \$16,031 BadgePass Software Annual Support Fee \$1,400	\$30,631
522320	Municipal Court Equipment Rental/Lease Contracts Toshiba Copier Lease \$300/mth	\$3,600
523200	Municipal Court Communications Includes: ▪ GTA-GA Technology Authority (GCIC) \$40 x 12 = \$480 ▪ AT&T First Net- Cell Phones \$90x12= \$1,080	\$1,560
523400	Municipal Court Printing Includes funds for printing letterhead, business cards and other required forms for court including court summons, arraignment forms, and subpoenas \$1,000 Card South Solutions – Card Stock for permit ID Card Printer \$1,000.	\$2,000
523500	Municipal Court Travel Judge Will-Municipal Judge Training \$500 Georgia Council of Court Administrators Conferences- Chief Court Clerk – 2 conferences annually May/September, hotel, mileage, & food @ \$1,400 each = \$2,800 GCIC Symposium (TAC) Conference – Chief Court Clerk (August) = 1 @ \$1,400 = \$1,400 Georgia Municipal Court Clerk’s Council \$1,400	\$6,100
523600	Municipal Court Dues and Subscriptions Georgia Records Association (GRA) (Dorothy/Susie \$30 each) \$60 Georgia Council of Municipal Judges (Judge Will) \$100 GA Institute Continuing Judicial Education (Judge Will) \$325 Georgia Council Court Administrators (GCCA)(Dorothy) \$150 Georgia Municipal Court Clerk’s Council (GMCCC) (Dorothy) \$55 \$55 Georgia Terminal Agency Association (TAC) (Dorothy) \$25 each \$25 Notary Fees \$50	\$765
523700	Municipal Court Education & Training ICJE-Georgia Municipal Court Clerks Council-	\$1,785

required annual Recertification training for Chief Court Clerk	\$225
Conference Registration (GCCA) (2@\$375) (DRJ)	\$750
GCIC Symposium (TAC) (Dorothy – 1 @\$260)	\$260
Georgia Records Association-DRJ or Susie	\$350
Other Training for Records Clerks	\$200

523910 Municipal Court Miscellaneous Expense \$300
Allows for miscellaneous expenses not specified under other line items such as shipping costs, batteries, coffee, etc.

Subtotal Purchased/Contracted Services \$105,541

Supplies

531100 Municipal Court Office Supplies \$3,000
Office supplies including printer cartridges, paper and other supplies.

531400 Municipal Court Books & Periodicals \$200

531600 Municipal Court Small Equipment \$1,000
Replacement printers and other small office equipment

Sub-total Supplies \$4,200

Allocations of Municipal Court Fines & Forfeitures

571000 Municipal Court Police Annuity & Benefit Fund	\$20,000
571010 Municipal Court Police Training Fund	\$20,000
571020 Municipal Court Crime Victim's Emergency Fund	\$11,250
571030 Municipal Court Crime Victim's DUI Fund	\$600
571040 Municipal Court Brain & Spinal Injury Fund	\$1,400
571060 Municipal Court Indigent Defense Fund	\$22,000
571070 Municipal Court Crime Lab Fee	\$600
571080 Municipal Court Dekalb County Drug Treatment Fund	\$6,000
571090 Municipal Court Driver Education Training Fund	\$4,000

TOTAL ALLOCATIONS – Court Fines & Forfeitures \$85,850

Total Budget \$469,095

EXPENDITURE							
As of October 30, 2023		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	2023 PROJECTED & AMENDED BUDGET	2024 PROPOSED BUDGET
PUBLIC WORKS - 40-4000							
Salaries-Full time	511100	381,107	460,381	377,809	82.1%	435,000	554,306
Salaries - Part time	511200	19,333	12,482	11,548	92.5%	11,548	41,600
Overtime	511300	11,866	11,309	11,180	98.9%	13,000	10,000
Health Insurance	512100	71,386	90,608	78,171	86.3%	90,608	122,568
FICA Contributions	512200	25,341	29,879	24,635	82.5%	29,000	37,566
Medicare Contributions	512300	5,926	6,988	5,761	82.4%	6,600	8,786
Retirement Contribution	512400	108,010	93,154	77,628	83.3%	93,154	96,324
Worker's Compensation	512700	28,942	29,511	29,013	98.3%	29,013	35,295
Uniform Rental	512910	8,374	10,900	7,419	68.1%	10,900	11,750
Professional Services	521215	69,513	85,630	60,740	70.9%	85,630	55,000
Computer Information Technology Support	521300	10,386	10,800	8,756	81.1%	12,000	10,800
Landfill	522115	8,306	8,000	3,877	48.5%	8,000	8,000
ROW Grass Cutting	522140	7,793	132,275	55,145	41.7%	132,275	132,275
Repairs/Maintenance	522200	10,418	9,000	10,506	116.7%	15,000	15,000
Vehicle/Repairs/Maint	522210	20,228	30,000	25,906	86.4%	35,000	25,000
Equipment/Rental	522320	3,230	5,000	2,777	55.5%	4,000	5,000
Liability Insurance - GIRMA	523100	8,504	10,000	9,817	98.2%	9,817	10,000
Communication	523200	3,840	3,900	3,105	79.6%	3,900	3,900
Travel	523500	1,492	3,000	891	29.7%	3,000	3,000
Membership Dues and Fees	523600	522	750	684	91.2%	750	750
Education and Training	523700	4,150	6,000	4,257	71.0%	6,000	6,000
Other	523910	730	1,000	298	29.8%	1,000	1,000
General Supplies	531100	6,496	8,000	7,714	96.4%	12,000	10,000
Electricity	531230	80,699	80,000	68,005	85.0%	90,000	97,320
Gas, Oil & Diesel	531270	24,141	25,000	16,002	64.0%	25,000	26,000
Small Equipment	531600	5,694	8,000	207	2.6%	8,000	8,000
Note: Capital Expenditure Items are included on " Capital Projects" Worksheet							
TOTALS		926,427	1,171,567	901,852	77.0%	1,170,195	1,335,240

2024 Public Works Budget Request

PERSONNEL COSTS

511100	Salaries Full Time Eleven Full-time employees Note: \$100,000 of Public Works Salaries has been allocated to the Stormwater Fund for 2024	\$554,306
511200	Salaries Part Time Includes three employees from April – August for right-of-row grass maintenance. One part-time Parks position May-August.	\$41,600
511300	Over-Time As needed for on-call personnel, emergency call-ins, and special events.	\$10,000
512110	Insurance Health 11 Full-Time Employees	\$122,568
512200	Social Security FICA 6.2% of all salaries and overtime	\$37,566
512300	Medicare Contributions	\$8,786
512400	Retirement Contributions 17.7% of payroll	\$96,324
512700	Workers Compensation	\$35,295
512910	Uniforms Prudential Overall Supply-Weekly uniform cleaning/rental service \$100/week = \$5,200 Boots, jackets and other items for employees @ \$400 = \$5,200 Seasonal Employees \$350	\$11,750
Subtotal	Personnel & Employee	\$918,195
	Purchased & Contract Services	
521215	Professional Services Collaborative	\$55,000
521300	Computer Information Technology Support	\$10,800

	VC3 IT Support \$900 per month x 12 = \$10,800	
522115	Landfill Use Landfill tipping fees Roll off container disposal fees (yard waste & metal recycling) Misc projects and removal of large items	\$8,000
522140	Right of Way Maintenance Current Russell Contract	\$132,275
522200	Public Works Repairs & Maintenance Repairs/Maintenance-Traffic Signals Repairs/Maintenance-Fencing on Right of Ways Repairs/Maintenance-Potholes	\$15,000
522210	Vehicle Maintenance Tires, Service, Supplies, Repairs Towing, Accessories, Tags and Titles, Vehicle Cleaning, Mower Repairs	\$25,000
522320	Equipment Rental Toshiba Public Works copier \$300/month \$3,600 Tool Equipment Rentals-Home Depot \$1,400	\$5,000
523100	GIRMA Liability General Liability Coverages Allocated by Dept Automobile Liability Automobile Physical Damage Property Buildings & Contents Deductibles Budgeted	\$10,000
523200	Communications AT&T cell phones	\$3,900
523400	Printing & Binding Letterhead& Envelopes Sanitation Educational material	\$0
523500	Travel Mileage, Meals and Lodging	\$3,000
523600	Dues & Subscriptions APWA Dues – \$300 GA Utility Contractors Association \$300 Sam's Club Membership fee \$150	\$750

523700	Education & Training APWA Public Works Association Executive Leadership Carl Vinson (3,500) GA Utility Contractors Association	\$6,000
523910	Miscellaneous	\$1,000
Subtotal	Purchased & Contract Services	\$275,725
	Supplies	
531100	General Supplies	\$10,000
531230	Electricity-Street Lights Georgia Power Acct# 11732-85125 Street Lights \$4,200/month = \$50,400 Georgia Power Acct# 00034-11103 3921 Church St. Mtr & Gvt \$800/month = \$9,600 Georgia Power Acct# 44694-04004 EPDL Lights \$100/month = \$1,200 Georgia Power Acct# 59997-86001 New Street Lights \$1,500/month = \$18,000	\$97,320
531270	Gasoline	\$26,000
531600	Small Equipment Purchases Maintenance Equipment –trimmers, blowers, small power equipment	\$8,000
Subtotal	Supplies	\$141,320
Total Operating Budget		\$1,335,240

EXPENDITURE							
As of October 30, 2023		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	PROJECTED & AMENDED BUDGET	2024 PROPOSED BUDGET
BUILDINGS/GROUNDS - 15-1565							
Professional Svcs	521215	13,825	34,308	22,641	66.0%	37,000	35,308
Pest Control	522145	2,918	3,200	2,344	73.2%	3,200	3,500
Repairs	522200	20,677	23,431	24,314	103.8%	30,000	25,000
Rental Buildings	522310	-	-	-		-	390,000
GIRMA Liability Insurance	523100	9,736	10,800	10,519	97.4%	10,519	12,000
Communications	523200	17,715	19,140	16,384	85.6%	19,140	19,200
Dues and Fees	523600	-		-		-	-
Other Miscellaneous Expense	523910	1,903	3,500	3,498	99.9%	3,500	3,500
Office Supplies	531100	16,644	20,284	22,594	111.4%	25,000	19,000
Street Signs	531190	4,881	6,500	4,074	62.7%	6,500	5,500
Water/Sewer	531210	4,970	4,500	2,955	65.7%	4,500	4,700
Natural Gas	531220	5,361	7,500	4,294	57.2%	7,500	7,700
Electricity	531230	8,880	9,200	7,931	86.2%	10,000	10,000
Small Equipment	531600	592	4,500	3,052	67.8%	4,500	4,500
TOTALS		108,102	146,863	124,600	84.8%	161,359	539,908

2024 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	\$25,000
	General Repairs and Maintenance to city buildings to include HVAC systems, plumbing, electrical, light bulbs, equipment service and maintenance, door locks, etc.	
522310	Building Rental	\$390,000
523100	GIRMA Liability	\$12,000
	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	\$488,508

Supplies

531100	General Supplies Custodial supplies, light bulbs, mulch, bedding plants, Pot hole patch, nails, lumber, paint etc.	\$19,000
531600	Street Signs	\$5,500
531210	Water/Sewer DeKalb County Water-Annex Cust#5739026 DeKalb County Water-City Hall Cust# 1020766 DeKalb County Water- Women's Club Cust#994888 DeKalb County Water- Pub Works Cust# 6168977 DeKalb County Water- Vaughan St Cust# 6785691 Quench USA \$45*12= \$540 Waterlogic-2 Water Coolers-City Hall \$300/qtr = \$1,200 Waterlogin-1 Water Cooler-Pub Works \$150/qtr = \$600	\$4,700
531220	Natural Gas Constellation Gas Women's Club Acct# 6963571473 Constellation Gas Annex Acct# 423795297 Constellation Gas City Hall Acct# 4011935545 Constellation Gas Public Works Acct# 701646356	\$7,700
531230	Electricity Georgia Power City Hall Shed Acct# 59787-86001 Georgia Power Women's Club Acct# 59367-86001 Georgia Power Annex Acct# 61257-86036 Georgia Power Public Works Acct# 34088-90007	\$10,000
531600	Small Equipment Purchases	\$4,500
Subtotal Supplies		\$51,400
TOTAL BUILDING & GROUNDS OPERATING BUDGET		\$539,908

EXPENDITURE							
		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	2023 PROJECTED & AMENDED BUDGET	2024 PROPOSED BUDGET
As of October 30, 2023							
PARKS 60-6200							
Professional Services	521215	5,124	25,000	10,385	42%	25,000	27,500
Pool Management	522150	49,005	81,411	76,074	93%	78,000	70,000
Repairs/Maintenance	522200	19,182	35,000	25,036	72%	35,000	35,000
Equipment Rental	522320	1,950	1,800	967	0%	1,000	1,200
Communication	523200	2,884	4,200	2,246	53%	3,600	4,300
Other Miscellaneous Expense	523910	252	1,000	-	0%	1,000	1,500
General Supplies	531100	8,009	9,000	5,257	58%	9,000	9,000
Water/Sewer	531210	2,487	4,000	3,131	78%	4,000	3,500
Electricity	531230	18,401	20,000	12,470	62%	20,000	22,000
Small Equipment	531600	1,708	4,000	-	0%	4,000	4,000
Note: Capital Expenditure Items are included on " Capital Projects" Worksheet							
TOTALS		109,001	185,411	135,567	73%	180,600	178,000

2024 PARKS Budget Request

Purchased & Contract Services

521215	Professional Services Tree removal services, Certified Arborist Services \$26,000 Arbor-Nomics Herbicide/Pesticide Spraying \$1,500	\$27,500
522150	Pool Management Sears Pool Management Contract \$54,000	\$70,000
522200	Repairs & Maintenance Pavilions, picnic tables, grills, trash cans, electrical repairs Increased 20% for Friendship Forest	\$35,000
522320	Equipment Rental	\$1,200
523200	Communications AT&T Phone – Pool House 404-296-0500 \$100 x 12 = \$1,200 Comcast Wifi Acct.#646410 \$250 x 12 = \$3,000	\$4,300
523910	Miscellaneous Drainage issues, dog park items	\$1,500
Subtotal	Purchased & Contract Services	\$139,500

Supplies

531100	General Supplies Mulch, custodial supplies, bedding plants, signage etc.	\$9,000
531210	Water/Sewer 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	\$3,500
531230	Electricity 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	\$22,000

Georgia Power Acct# 71137-00063 Friendship Forest temp #2

531600	Small Equipment Purchases	\$4,000
	Blowers, weed eaters	
Subtotal	Supplies	\$38,500
Total Parks Operating Budget		\$178,000

EXPENDITURE							
		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	PROJECTED & AMENDED BUDGET	2024 PROPOSED BUDGET
As of October 30, 2023							
PLANNING AND DEVELOPMENT - 74-7400							
Zoning & Review Board Stipends	70-511100	1,000	3,600	-	0.0%	2,000	3,600
Zoning & Review Board Training	70-523700	-	1,000	150	15.0%	1,000	1,000
Salaries-Reg F/T	74-511100	136,714	185,706	120,621	65.0%	156,226	390,547
Part-Time Salaries	74-511200	-		-			
Overtime	74-511300	-		-			
Health Insurance	74-512100	19,608	28,302	26,489	93.6%	32,224	57,774
FICA Contributions	74-512200	7,863	11,186	7,026	62.8%	8,961	24,214
Medicare Contributions	74-512300	1,839	2,616	1,643	62.8%	2,096	5,663
Retirement Contribution	74-512400	46,983	50,756	42,295	83.3%	50,756	56,629
Workers Compensation	74-512700	3,500	1,729	1,729	100.0%	1,729	10,428
Uniforms	74-512910	512	1,200	-	0.0%	1,200	1,500
Professional Services	74-521215	68,227	60,490	54,483	90.1%	80,000	98,000
Building Inspections/Permitting	74-521220	69,617	75,000	50,809	67.7%	75,000	75,000
Computer and Software Services	74-521300	15,095	16,000	12,349	77.2%	16,000	16,000
Vehicle Repair & Maintenance	74-522210	144	4,018	6,593	164.1%	7,000	3,000
Communication	74-523200	2,203	2,880	1,926	66.9%	2,880	4,320
Other Expense-Advertising	74-523300	845	600	510	85.0%	1,000	1,000
Printing Service	74-523400	601	1,500	417	27.8%	1,500	3,000
Travel	74-523500	128	6,000	1,533	25.5%	4,000	7,000
Dues and Fees	74-523600	1,355	1,350	1,322	97.9%	1,500	2,975
Education/Tng	74-523700	700	6,000	3,930	65.5%	6,000	7,700
General Supplies	74-531100	825	2,000	1,491	74.5%	2,500	3,000
Gasoline & Fuel	74-531270	857	2,000	464	0.0%	800	4,000
Small Equipment	74-531600	616	2,500	200		2,000	5,000
TOTALS PLANNING & ZONING		379,231	466,433	335,977	72.0%	456,372	781,350

EXPENDITURE							
		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	2023 PROJECTED & AMENDED BUDGET	2024 PROPOSED BUDGET
As of October 30, 2023							
COMMUNITY ACTION PROJECTS 10-7600							
Urban Agriculture and Environmental Projects	521200	-	40,000	-		30,000	10,000
Clarkston Special Events	531120	14,078	30,000	20,673	68.9%	40,000	50,000
Tell Me A Story Event	573015	7,000	7,000	842	12.0%	7,000	7,000
Recreation Programs	573060	-	14,000	5,000	35.7%	14,000	10,000
Clarkston Community Center	573010	10,000	10,000	10,000	100.0%	10,000	20,000
Clarkston Community CultureFest Festival	573040		3,500	530	15.1%	3,500	3,500
Public Arts Program	521215		10,000		0.0%	10,000	10,000
Business Economic Development Programs							30,500
Senior Programs			8,000			8,000	5,000
Early Learning Task Force		1,000	5,000	2,450		5,000	5,000
Health Task Force			2,000			2,000	2,000
Youth Task Force			7,500	-		7,500	5,000
TOTAL COMMUNITY ACTION PROJECTS		32,078	137,000	39,495	28.8%	137,000	158,000

2024 PLANNING & ZONING BUDGET

511100	Salaries Full Time – Planning & Zoning Board Stipends Planning and Zoning Board Member Stipends.	\$3,600
523700	Education & Training – Planning & Zoning Board Training for P&Z Board Members	\$1,000
Total Planning & Zoning Board		\$4,600

2024 PLANNING & DEVELOPMENT BUDGET

PERSONNEL COSTS

511100	Salaries Full Time - Staff 1 Full-time Planning Manager 1 Full-time Code Enforcement Officer 1 Full-time Economic Development Coordinator 1 Full-time City Engineer 1 Full-time City Permit Clerk	\$390,547
511200	Salaries Part Time	\$0
512100	Insurance Health/Dental @ 4 FT Employees	\$57,774
512200	Social Security FICA – Staff	\$24,214
512300	Medicare – Staff	\$5,663
512400	Retirement Contributions	\$56,629
512700	Workers Compensation @ 4 FT Employees	\$10,428
512910	Uniforms	\$1,500
Subtotal	Personnel & Employee	\$546,755

Purchased & Contract Services

521215	Professional Services		\$98,000
	Marketing and Advertising	\$30,000	
	LCI Study Clarkston Greenway Grant 20%	\$68,000	
521220	Building Inspection Services		\$75,000
	Building Inspections and plan review services for development permits		
521300	Computer Information Technology Support		\$16,000
	I-IWorQ Permitting Maintenance Fees	\$6,400	
	VC3 IT Support Fees \$800/mth	\$9,600	
522210	Vehicle Maintenance		\$3,000
	Tires, Service, Emission Test, Supplies, Repairs Towing, Accessories, Tags and Titles, Vehicle Cleaning		
523200	Communications		\$4,320
	AT&T First Net-Cell Phone P&Z Mgr	\$50 x12=\$600	
	AT&T FirstNet-Air Card Code Enforcement Tablet	\$40x12=\$480	
	AT&T FirstNet-Cell Phone Code Enforcement Officer	\$50x12=\$600	
	AT&T FirstNet-Cell Phone City Engineer	\$50x12=\$600	
	AT&T FirstNet-Cell Phone Econ Dev Coord	\$50x12=\$600	
523300	Advertising		\$100
	Planning & Zoning Board meeting legal notices and advertisements.		
523400	Printing & Binding		\$3,000
	Letterhead& Envelopes		
	Printing Services		
523500	Travel		\$7,000
	Planning Manager	\$2,000	
	Code Enforcement Officer – GACE (GA Association of Code Enforcement) Conference (1 per year, 3 days each)	\$1,000	
	City Engineer -	\$2000	
	Economic Dev Coordinator Conference	\$1,000	
523600	Dues & Suscriptions		\$2,975
	Council for Quality Growth	\$50	
	GA Assoc of Code Enforcement @ 2	\$100	

	APA (American Planning Assoc.)	\$500	
	GEDA	\$500	
	GFPMA	\$75	
	Economic Development Coordinator	\$350	
	City Engineer	\$1200	
	Other	\$200	
523700	Education & Training		\$7,700
	Planning & Development Manager	\$2,000	
	GMA Training (4 per year @ \$25 =	\$100	
	GACE Conference Registration	\$300	
	Historic Preservation 4@ \$150 =	\$600	
	Economic Development Coordinator	\$1,000	
	City Engineer	\$2,000	
Subtotal	Purchased & Contract Services		\$217,995
	Supplies		
531100	Office Supplies		\$3,000
531270	Gasoline		\$4,000
531600	Small Equipment Purchases		\$5,000
	Tools and equipment		
Subtotal	Supplies		\$12,000
	Total Planning & Development Budget		\$776,750
	TOTAL PLANNING & ZONING BUDGET		\$781,350

2024 COMMUNITY ACTION BUDGET

DEPT #7600

521200	Professional Services – Urban Agriculture /Environmental	\$10,000
521215	Professional Services – Volunteer Advisory/Task Boards	\$27,000
	Public Art Projects-Crosswalks \$10,000	
	Health Advisory Task Force \$2,000	
	Early Learning Task Force \$5,000	
	Clarkston Seniors \$5,000	
	Youth Advisory Task Force \$5,000	
531120	Supplies – Special City Events – City Center	\$50,000
	City Council Swearing in Ceremony	
	Milam Park Pool Opening Day	
	Juneteenth	
	Movies at Milam	
	Back to School Programs	
	National Night Out (Police Budget)	
	Fall Food Truck Festival	
	Faith and Blue	
	Purple Thursday-Domestic Violence Training for	
	City Staff-3 rd Thursday of October	
	Trunk or Treat	
	Veteran's Day Recognition	
	Christmas Tree Lighting Festival	
573010	Clarkston Community Center	\$20,000
	Annual Agreement for City Events and Community Non-Profits	
573015	Clarkston Development Foundation-Tell Me A Story	\$7,000
573040	Clarkston Community Festival/Culture Fest	\$3,500
573060	Recreation Programs	\$10,000
	Projects to consider: Summer/Fall Recreation Programs,	
	Meditation/Yoga at Milam, Forester Program Friendship Forest	
	Business & Economic Development Programs	\$30,500
	For example, a Night Market on Vaughan St	
	Education seminars for small business owners	
Total Community Action Budget		\$158,000

EXPENDITURE								
		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	2023 PROJECTED & AMENDED BUDGET	2024 PROPOSED BUDGET	
As of October 30, 2023								
DEBT SERVICE								
DEBT SERVICE- PRINCIPAL PAYMENTS								
Debt Service-Principal-Bonds (581100)								
Friendship Forest Redevelopment-Principal-Bonds	581100	151,900	153,913	-		153,913	155,952	
Debt Service-Principal-Capital Leases (581200)								
Debt Service-Principal-City Hall Annex	581200	50,080	51,713	51,712	100%	51,713	53,399	
Debt Service-Principal-10 Police Interceptors Take Home Cars	581200	126,912	130,984	97,849	75%	130,984	33,398	
Public Works Bucket Truck	581200	16,491	16,846	12,601		16,846	17,207	
2023 Lease Three Vehicles- 2-PW & 1-PD	581200		18,700	6,046		18,700	25,957	
Capital Lease 2024 Vehicle Purchases	581100							
Subtotal 581200 - Principal on Capital Leases	581200	193,484	218,243	168,208	77%	218,243	129,961	
Debt Service-Principal-Bonds (581300)								
GTIB/SRTA Loan #1	581300	122,679	125,656	115,069	92%	125,656	128,707	
GTIB/SRTA Loan #2	581300	164,469	167,622	153,531	92%	167,622	170,836	
Subtotal 581300 - GTIB/SRTA Loans	581300	287,148	293,278	268,600	92%	293,278	299,543	
Subtotal Debt Service - Principal Payments	581XXX	632,532	665,434	436,808	66%	665,434	585,456	
DEBT SERVICE - INTEREST PAYMENTS								
Debt Service-Interest-Bonds								
Friendship Forest Redevelopment - Interest	582100	16,424	15,400	6,199	40%	15,400	8,321	
Debt Service-Interest-Capital Leases (582200)								
Debt Service-Interest- Capital Lease-City Hall Annex	582200	8,944	7,312	7,312	100%	7,312	5,628	
Debt Service-Interest-Capital Lease-Take Home Cars-10 Ford Interceptors	582200	7,735	3,664	3,137	86%	3,664	265	
Public Works Bucket Truck	582200	2,192	1,838	1,412		1,838	1,477	
2023 Lease Two Vehicles-PW & PD	582200		3,700	1,666		3,700	4,893	
Capital Lease 2024 Vehicle Purchases	582200							
Subtotal 582200 - Interest of Capital Leases	582200	18,871	16,514	13,527	82%	16,514	12,262	
Debt Service-Interest-Other Debt								
Debt Service- Interest Payment-GTIB Loan #1	582300	36,224	33,247	30,591	92%	33,247	30,199	
Debt Service- Interest Payment-GTIB Loan #2	582300	27,125	23,973	22,097	92%	23,973	20,762	
Debt Service-Other Interest Expense-TAN	582300	8,000	-	-		-	15,000	
Subtotal 582300-Interest on Other Debt		71,349	57,220	52,688	92%	57,220	65,961	
Subtotal Debt Service - Interest Payments	582XXX	106,645	89,134	72,414	81%	89,134	86,544	
TOTAL GENERAL DEBT SERVICE		739,176	754,568	509,222	67%	754,568	672,000	

City of Clarkston			
Debt Service Budget 2024			
General Fund - Capital Lease Payments			
GMA Leases-BB&T Governmental Finance	Principal Capital Leases (581200)	Interest Capital Leases (582200)	Total
City Hall Annex - 9910001903-00001	\$ 53,399	\$ 5,628	\$ 59,027
Police Vehicles-10 Police Interceptors	\$ 33,398	\$ 265	\$ 33,663
2021 Lease-Bucket Truck	\$ 17,207	\$ 1,477	\$ 18,684
2023-New lease PW & PD Vehicles	\$ 25,957	\$ 4,893	\$ 30,850
	\$ 129,961	\$ 12,263	\$ 142,224
Bond Debt	Principal - Bond Debt 581200	Interest - Bond Debt - 582100	
URA Bond-Friendship Forest Redevelopment	\$ 155,952	\$ 8,320	\$ 164,272
Other Debt	Principal - Other Debt (581300)	Interest - Other Debt (582300)	
GTIB/SRTA Streetscape Loan #1	\$ 128,707	\$ 30,199	\$ 158,906
GTIB/SRTA Streetscape Loan #2	\$ 170,836	\$ 20,762	\$ 191,598
Estimated TAN \$900,000 x 2.0% for 8 months		\$ 15,000	\$ 15,000
Total Other Debt Payments	\$ 299,543	\$ 65,961	\$ 365,504
Total Debt Service - GENERAL FUND	\$ 585,456	\$ 86,544	\$ 672,000
Stormwater Fund - Capital Lease Payments			
GMA Leases-BB&T Governmental Finance			
2021 Sanitation Truck	\$ 20,717	\$ 1,778	\$ 22,496
Total Debt Service - Federal Seizure Fund	\$ 20,717	\$ 1,778	\$ 22,496
Grand Total Debt Payments - ALL FUNDS	\$ 606,173	\$ 88,322	\$ 694,496

As of October 30, 2023		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	2023 PROJECTED & AMENDED BUDGET	2024 PROPOSED BUDGET
GENERAL FUND Capital Projects							
Bldgs/Grounds-Police Garage-State Cerification	541200						22,000
Bldgs/Grounds-City Hall A/C Unit Replacements Contingency			8,498	18,443		18,843	20,000
Bldgs/Grounds-Flood Damage Repairs City Hall	541200						
Bldgs/Grounds-Xmas Tree/Lamp Post Wreaths	542300	14,699					
Bldgs/Grounds-Replace Handicap Ramp CHA	541200	8,000					
Bldgs/Grounds-Land Upgrade Public Works Facility	541400		-				
Bldgs/Grounds-Office Furniture-New Space	542500						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	97,702		97,702	
Parks-Milam Park-Replace Pool Covers	542100	29,881					
Parks-Milam Park Water Line Replacement	541200						
	542200	36,888	46,730	46,730		46,730	53,000
Police-Police Vehicle Body Repairs Covered by Insurane Proceeds	542200	47,137					
Administration-Vehicle to be shared by City Staff							38,175
Administration-Vehicles-City Mgr vehicle xfer current Explorer to 2nd code enforcement officer	542200	29,325					38,175
Public Works - Lawn Mower							
Public Works Vehicles	542200		84,945	84,945		84,945	53,500
Public Works - Market St Road Construct-Dekalb County		133,406		-			
Public Works-Sidewalk Repairs/Fence Repairs Covered by Insurance Proceeds	541400						
Public Works-LMIG City Match-Lovejoy/Church Sidewalks	541420		41,344	41,344		41,344	
Trees Atlanta Installation							
GENERAL FUND CAPITAL PROJECTS		299,337	279,219	289,164	104%	289,564	274,850

SPLOST FUND							
SPLOST FUND Bond Legal/Closing Fees	521200	-	-				
SPLOST FUND Bond Principal Payments	581100	2,081,000	2,158,000	2,158,000	100%	2,158,000	2,244,000
SPLOST FUND Bond Interest Payment	582100	94,700	57,821	38,297	66%	57,820	19,523
SPLOST FUND Construction	541400	1,929,974	440,000	199,035	45%	325,000	1,123,461
SPLOST FUND Total Expenditures		4,105,674	2,655,821	2,395,333	90%	2,540,820	3,386,984

Total Capital Projects and SPLOST		4,405,010	2,935,040	2,684,497	91%	2,830,384	3,661,834
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Capital Assets – General Fund 2024

BUILDINGS & GROUNDS		\$22,000
541200	Garage Renovation Police Dept – Renovate garage located in City Hall parking lot to meet State Certification Compliance standards to have a safe place to store large items such as bicycles, lawn mowers and vehicles held as evidence. Total cost to be split 50/50 between General Fund and Federal Seizures Fund	
POLICE		
542200	2023 Dodge Durango to replace one 2017 Dodge Charger Vehicle cost \$42,000, equipment \$11,000	\$53,000
PUBLIC WORKS		
542200	2024 Ford F-150 Crew Cab Pickup Truck (replace 2004 F-150)	\$53,500
Subtotal	Public Works Capital Purchases	\$128,500
542300	Furniture & Fixtures	\$50,000
542500	Other Equipment – Contingency for Heat/AC Fixtures	\$20,000
Administration		
542200	Vehicle for share staff use	\$38,175
	Vehicle City Manager – Current vehicle to be used by code enforcement	\$38,175
Total Expenditures		\$274,850

2024 SPLOST Expenditures Budget

SPLOST FUND EXPENDITURES:

SPLOST Bond Principal Payments	\$2,244,000
SPLOST Bond Interest Payments	\$ 19,523

Total SPLOST Debt Service	\$2,263,523
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SPLOST Construction Projects 2023

EPDL/Church Street Sidewalk Project	\$738,461
Northern Ave & Mell Intersection Design	\$385,000

Total SPLOST Construction	\$1,123,461
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TOTAL SPLOST FUND EXPENDITURES	\$3,386,984
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ARPA GRANT FUND EXPENDITURES					
			2024 PROPOSED BUDGET	2025 PROPOSED BUDGET	2026 PROPOSED BUDGET
As of October 30, 2023					
Estimated ARPA Funding Available for 2024-2026		\$ 1,605,060			
CORONAVIRUS RELIEF FUND					
FINANCE STAFF-SALARY	260-1510-10-511100		65,000	66,950	
FINANCE STAFF-FICA	260-1510-10-512200		4,030	4,030	
FINANCE-STAFF-MEDICARE	260-1510-10-512300		943	943	
GRANTS ADMINISTRATOR-CONTRACT	260-1500-10-521200		45,000	45,000	45,000
BLDG & GROUNDS-CYBERSECURITY-UPGRADE SERVER ROOM	260-1565-15-521300		55,000		
BLDG & GROUNDS-CYBERSECURITY-UPGRADE COMPUTER EQUIPMENT	260-1565-15-521300		80,000		
GENERAL ADMIN-COMMUNICATIONS-HI SPEED INTERNET	260-1565-15-523200		18,000		
DIVERSITY EQUITY & INCLUSION POSITION-SALARY	260-1570-10-511100		78,000	80,340	82,750
DIVERSITY EQUITY & INCLUSION POSITION-SALARY	260-1570-10-512200		4,836	4,981	5,131
DIVERSITY EQUITY & INCLUSION POSITION-SALARY	260-1570-10-512300		1,131	1,165	1,200
ADMINISTRATIVE STAFF-SALARIES	260-1590-10-511100		58,000		
ADMINISTRATIVE STAFF-FICA	260-1590-10-512100		2,050		
ADMINISTRATIVE STAFF-MEDICARE	260-1590-10-512300		480		
PUBLIC SAFETY SOCIAL INTERVENTION-SALARY	260-3200-30-511100		85,000	87,550	
PUBLIC SAFETY SOCIAL INTERVENTION-FICA	260-3200-30-512200		5,270	5,428	
PUBLIC SAFETY SOCIAL INTERVENTION-MEDICARE	260-3200-30-512300		1,233	1,269	
CODE ENFORCEMENT OFFICER-SALARY	260-7400-74-511110		70,000	72,100	
CODE ENFORCEMENT OFFICER-FICA	260-7400-74-512100		4,340	4,470	
CODE ENFORCEMENT OFFICER-MEDICARE	260-7400-74-512200		1,015	1,045	
MOU-AMANI WORKFORCE DEVELOPMENT	260-7600-10-572030		82,800		
RESIDENTIAL LEGAL AID ASSISTANCE	260-7600-10-573081		50,000	50,000	
CLARKSTON COMMUNITY CENTER-ESL	260-7600-10-573082		40,000		
COVID19-FOOD DISTRIBUTION	260-7600-10-573092		100,000	100,000	93,580
BALANCE TO BE ALLOCATED	260-7600-10-573098		-		
Total ARPA Grants Fund			852,128	525,272	227,661

TOTAL ALLOCATIONS 1,605,060
Amount (Over)/Under (0)

AMERICAN RESCUE PLAN GRANT AMOUNT	4,719,115	
SPENT IN FY2021	(1,012,864)	
SPENT IN FY2022	(895,843)	
PROJECTED SPENDING FY23	(1,205,348)	\$ 1,605,060
PROJECTED SPENDING FY24	(852,128)	
PROJECTED SPENDING FY25	(525,272)	
PROJECTED SPENDING FY26	(227,661)	
	(0)	

EXPENDITURE							
		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	2023 PROJECTED & AMENDED BUDGET	2024 PROPOSED BUDGET
As of October 30, 2023							
FUND 2 - FEDERAL SEIZURE - Expenditures							
Professional Services	521200	-	20,000	30,450		46,400	20,000
Repairs/Maintenance	522200	-					
Vehicle Repairs	522210	578	3,442	3,442		5,000	5,000
Communications	523200	-					
Printing	523400	-					
Travel	523500	-	4,000			-	5,000
Due & Fees	523600	-					
Education and Training	523700	550	2,000	2,000		2,000	2,000
Other Expense	523910	-					
General Supplies	531100	1,734	2,000	-		1,000	1,000
Small Equipment	531600	4,270	6,200	1,281		2,000	6,200
Buildings & Grounds Improvement	541200		18,194				22,000
Vehicles	542200	-	-	-			-
Other Capital Equipment-Fingerprint Syste	542500	-	8,164	8,164		8,164	-
Vehicle Lease Payments-Principal	581200	27,379	28,488	28,487	100.0%	28,488	-
Vehicle Lease Payments-Interest	582200	1,823	714	714	100.0%	714	-
Axon Lasers Lease Payments	522320						
Fund Balance Committed Future Lease Payments			-				
Fund Balance Rollforward							
TOTALS		36,334	93,202	74,538	80.0%	93,766	61,200

EXPENDITURE							
		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	2023 PROJECTED & AMENDED BUDGET	2024 PROPOSED BUDGET
As of October 30, 2023							
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	500	-		100	100
Small Equipment	531600	0.00	-	-	0.0%		
General Supplies	531100	10.00	-	-	0.0%		
Computers	542400	0.00			0.0%		
Other Capital Equip	542500	0.00			0.0%		
Seizure Distributions to Other Agencies	571000						
TOTALS		10.00	500.00	-	0.0%	100	100

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

2024 Federal Seizures Fund

REVENUES

Distributions from US Department of Justice DEA Seizures	\$61,200
Total Revenues	\$61,200

EXPENDITURES

521215	Professional Services	\$20,000
	Contract for consulting/advising for State Certification	
522210	Vehicle Repairs	\$5,000
523500	Travel	\$5,000
523700	Education and Training	\$2,000
531100	Police General Supplies	\$1,000
531600	Small Equipment Purchases	\$6,200
	Ammunition and equipment for Police Dept	
541200	Police Garage Renovation for Certification	\$22,000
	Total project estimate \$44,000 split 50% Seizure funds and 50% General fund.	
Total Expenditures		\$61,200

2023 City Seizures Fund

REVENUES	\$100
EXPENDITURES 523910 Other Expense	\$100

EXPENDITURE							
As of October 30, 2023		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	2023 PROJECTED & AMENDED BUDGET	2024 PROPOSED BUDGET
FUND 3 - SPECIAL REVENUE - MULTIPLE GRANT FUND - Expenditures							
GDOT LMIG-	573030	362,718	110,000	93,533	85.0%	93,533	110,000
Placemaking Grant-GA Power-Crosswalk Painting		-	1,500	1,500		1,500	-
SS4A-Safe Streets & Roads Planning Grant	541400						1,000,000
Public Safety & Voilent Crime Reduction	200-542500			-		-	400,000
NRPA 10 Minute Walk Grant		2,850		-		-	6,521
Atlanta Regional Comm-LCI Clarkston Greenway Grant		-	272,000	76,416		200,816	140,000
Opoird Settlements	541410	-				2,540	5,388
Dept of Justice-BVP Vests		1,103	4,000	-		4,000	4,000
TOTALS		366,671	387,500	171,448	85.0%	302,389	1,665,909

Grant Revenues reimburse grant expenditures only. Expenditures matches revenue

Grant Expenditures funded by Grant Revenue

As of October 30, 2023		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	2023 PROJECTED & AMENDED BUDGET	2024 PROPOSED BUDGET
FUND 4 - Enterprise Fund - Storm Water - Expenditures 500-							
Storm Water - Salaries		99,302	100,000	52,270	52.3%	100,000	100,000
Storn Water - FICA Tax		6,157	6,200	3,241	52.3%	6,200	6,200
Storm Water - Medicare Tax		1,440	1,450	758	52.3%	1,450	1,450
Storm Water - Professional Svcs	521200	91,238	118,000	57,040	48.3%	118,000	139,000
Storm Water - Rep/Maint	522200	5,000	18,000	14,156	78.6%	25,000	18,000
Storm Water - Veh Maint/Rep	522210	4,352	3,000	-	0.0%	-	3,000
Storm Water- Equipment Lease/Rental	522320	-	3,000	-	0.0%	-	3,000
Storm Water - Dues/Fees-Community View	523600	2,977	12,500	12,298	98.4%	12,500	13,000
Storm Water-Training Expense	523700	1,648	2,000	824		2,000	2,435
Storm Water - General Supplies	531100	216	2,000	247	12.3%	1,000	2,000
Storm Water - Small Equipment	531600		3,000			3,000	3,000
Storm Water-Vehicles	542200			-	0.0%	-	-
Storm Water- Capital Outlay	542500		100,000	-	0.0%	-	40,000
Storm Water - Depreciation	561000	81,369				81,369	
Storm Water - Interest Expense-Capital Lease	582200	2,639	2,213	1,700		2,213	1,778
TOTAL		296,337	371,363	142,533	38.4%	352,732	332,863

Storm Water Expenditures fully funded by Storm Water Utility Revenues.

As of October 30, 2023		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	2023 PROJECTED & AMENDED BUDGET	2024 PROPOSED BUDGET
FUND -6 -SANITATION ENTERPRISE FUND -							
Waste Management Fees	522110	229,821	287,797	216,321	75.2%	287,797	310,000
Sanitation Bank Charge	523920	-	-	-			
TOTALS		229,821	287,797	216,321	75.2%	287,797	310,000

As of October 30, 2023		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	2023 PROJECTED & AMENDED BUDGET	2024 PROPOSED BUDGET
FUND -330 -HOST REVENUE FUND -							
HOST Expenditures-EPDL Sidewalks-Phase 3	541XXX	-	71,194	70,821	99.5%	71,194	-
TOTALS		-	71,194	70,821	99.5%	71,194	-

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2024 Grants Fund

REVENUES

Safe Streets & Roads	\$1,000,000	
Public Safety & Violent Crime Reduction Strategies	\$400,000	
Georgia Department of Transportation LMIG Grants 2023	\$110,000	
ARC-LCI Clarkston Greenway Grant	\$140,000	
US Department of Justice-Bullet Proof Vests	\$4,000	
OPIOD Settlements	\$5,388	
NRPA Walk Grant	\$6,521	
Total Revenues		\$1,665,909

EXPENDITURES

3200-512905 Police-Protective Gear		\$4,000
4200-541410 Capital-Repaving		\$110,000
4200-541400 Safe Streets & Roads		\$1,000,000
7400-521215 Professional Services		\$151,909
ARC LCI Clarkston	\$140,000	
NPRA Walk Grant	\$6,321	
OPIOD Settlements	\$5,388	
3200-542500 Capital Equipment		\$400,000
Total Expenditures		\$1,665,909

2024 Stormwater Fund Budget

PERSONNEL COSTS

511100	Salaries Full Time	\$100,000
	Labor Allocation for Stormwater systems inspections, cleaning and clearing, and reporting	
512200	Social Security FICA	\$6,200
	6.2% of all salaries and overtime	
512300	Medicare Contributions	\$1,450
Subtotal	Personnel & Employee	\$107,650

Purchased & Contract Services

521215	Professional Services	\$139,000
	Collaborative Infrastructure Services	\$40,000
	Consulting services on stormwater project management, annual stormwater inspections of businesses, annual reported to EPA/EPD, etc.	
	Integrated Science & Engineering	\$27,000
	NPDES Phase 1 Compliance	\$16,000
	ArcGIS Hosting and Management	\$18,000
	ERU Audit Report Study	\$20,000
	Street Sweeping	\$18,000
	Monthly \$1,500 (\$18,000) per mile twice annually	
522200	Stormwater Repairs & Maintenance	\$18,000
	Minor Stormwater Repairs with a cost of less than \$5,000 each.	
	Gravel, rock, stone, rip-rap and other materials for minor stormwater repairs.	
	Stormwater pipe inspections and photography	
	Stormwater pipe cleaning and vacuuming	
522210	Vehicle Maintenance	\$3,000
	Tires, Service, Emission Test, Supplies, Repairs Towing, Accessories, Tags and Titles, Vehicle Cleaning	
522320	Equipment Rental	\$3,000
	Other Equipment rental as needed	\$3,000

523600	Dues & Subscriptions Digital Map Products – GovClarity Annual Subscription \$9,500 DeKalb County Stormwater Fees on City owned parcels \$3,000	\$13,000
523700	Education & Training Stormwater Training	\$2,000
Subtotal	Purchased & Contract Services	\$178,000
	Supplies	
531100	General Supplies	\$2,000
531600	Small Equipment Purchases Small Tools and Equipment	\$3,000
582200	Debt Service Interest Expense Interest Expense on Sanitation Truck Lease Purchase	\$2,213
Subtotal	Supplies	\$7,213
Total Operating Budget		\$292,863
	Stormwater Capital Projects	
542500	Stormwater Capital Repair Projects	\$40,000
Subtotal	Capital Purchases	\$40,000
TOTAL STORMWATER BUDGET		\$332,863

2024 Sanitation Fund

REVENUES

FY2023 Sanitation Assessments	\$310,000
1,125 Residences as of October 2023. @ \$275.55 per year = \$310,000	
Total Revenues	\$310,000

EXPENDITURES

522110 Waste Management Fees

Residential Garbage Service-Waste Management Contract	\$229,635
Contract last updated 1/1/2021 for 3 years through 12/31/2023. Annual CPI fee increase estimate of 3.5% included in this budget. 1,125 Service Addresses by Waste Management \$17.01/month for 12 months (1,125 x \$17.01 = \$19,136/mth x 12 months = \$229,635	
Residential Recycling by Latham Home Sanitation Services	\$75,195
Current contract started 1/1/2021, concludes 12/31/2023 1 year renewal Period that can be extended for a 2 nd year based on terms of contract. 1,125 Service Addresses by Latham Home Sanitation Services (1,125 x \$5.57 = \$6,266/mth x 12 months = \$75,195	
Clarkston United Methodist Church Sanitation in Exchange for Parking Privileges \$135/month = \$1,620	\$1,620
Public Works Dumpster \$164/month = \$1,968	\$1,968
Contingencies for Public Works Roll-offs, and other fees	\$1,582
Total Expenditures	\$310,000

REVENUES							
As of October 30, 2023		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	2023 PROJECTED & AMENDED BUDGET	2024 PROPOSED BUDGET
FUND 1-GENERAL FUND - Revenue							
Public Utility R/E Tax - Current	311110	13,616	80,000	-	0%	94,539	94,539.00
Other Real Prop Tax	311190	3,392,397	3,944,088	127,489	3%	4,592,948	5,511,537.60
Real Property Tax - Prior	311200	154,123	-	34,764		-	-
Public Utility R/E Tax - Prior	311210	(2,454)	-	83,332		-	-
Motor Vehicle Tax - Curr	311310	257,426	240,000	196,878	82%	260,000	260,000.00
Intangible Tax (Reg/Rec)	311340	44,012	30,000	7,943	26%	14,000	14,000.00
Railroad Equip Tx-Curr	311350	961	980	-	0%	916	916.00
Personal Prop Tax-Curr	311390	117,788	126,014	8,773	7%		
Personal Prop Tax-Prior	311400	810	-	8,489		154,097	154,097.00
Real Estate Transfer Tax	311600	43,246	30,000	3,961	13%	6,900	6,900.00
Franchise Taxes-Electric	311710	380,371	380,000	1,118	0%	400,000	411,970.00
Franchise Taxes-Gas	311730	51,308	50,000	40,688	81%	54,252	54,252.00
Franchise Taxes-Cable/T	311750	56,865	60,000	23,638	39%	47,274	47,274.00
Franchise Taxes-Teleph	311760	1,677	1,700	969	57%	1,900	1,900.00
Alcoholic Bev Excise Tax	314200	132,062	120,000	83,882	70%	126,000	126,000.00
Local Option Mix Dr Tax	314300	78,163	70,000	36,279	52%	64,500	64,500.00
Business/Occupational Tax	316100	225,631	212,555	185,629	87%	230,000	230,000.00
Insurance Premium Tax	316200	1,191,283	1,191,283	-	0%	1,308,710	1,320,000.00
Penalties/Interest-Real Tax	319110	26,856	10,000	(2,899)	-29%	1,000	1,000.00
Penalties/Interest-Occupation Tax	319400	6,418	4,000	7,910	198%	8,500	8,500.00
Alcoholic Investigation Fee	321105	5,200	5,600	5,000	89%	5,000	5,000.00
Retail Beer License	321110	9,000	10,000	8,500	85%	8,500	8,500.00
Retail Beer License/Drink	321115	4,250	5,250	4,000	76%	4,000	4,000.00
Retail Wine License	321120	9,000	10,000	8,500	85%	8,500	8,500.00
Retail Wine License/Drink	321125	3,500	4,500	4,000	89%	4,000	4,000.00
Retail Liquor License	321130	12,500	12,500	7,500	60%	7,500	7,500.00
Retail Liquor License/Drink	321135	20,000	20,000	17,500	88%	17,500	17,500.00
Work Permit & ID Card-Alcohol	321150	6,451	7,000	5,200	74%	7,000	7,000.00
Work Permit & ID Card-Entertainment	321151	73,248	85,000	52,405	62%	75,000	75,000.00
Pawn Shop Permits	321152	-	-	-		-	-
Hookah Permits	321153	2,000	2,000	2,000		2,000	2,000.00
Late Night Convenience Store Permit	321154			1,053		1,053	1,053.00
Ins Co Business License	321220	21,213	20,000	18,975	95%	20,000	20,000.00
Zoning/Land Use Permits	322210	3,332	4,000	640	16%	2,000	2,000.00
Sign Permits	322230	4,094	4,000	2,088	52%	4,000	4,000.00
Building Permits	322240	141,906	140,000	120,562	86%	150,000	150,000.00
Tree Service Permit Fees	322245	882	1,000	421	42%	1,000	1,000.00
Certificate of Occupancy	322250	14,137	14,200	-		-	-
Other Non-Business/Permits	322900	9,448	10,000	1,849	18%	4,000	4,000.00
Building Inspections	323120	587	1,000	-	0%	-	-
Other Regulatory Fees	323900	-	-	-		-	-
Intergovernmental Revenue	337000	136,706	-	-		-	-
Tree Replacement/Preservation Fees	341390	30,067	-	-		-	-
Printing & Duplicating	341400	1,195	1,200	1,398	117%	1,800	1,800.00
Election Qualifying Fees	341910	-	-	2,889		2,889	2,889.00
Accident Reports	342120	6,764	6,500	3,229	50%	4,933	4,933.00
Street ROW Maintenance Fees-CSX	343900			5,000		5,000	5,000.00
Special Pickups	344111	908	600	2,546	424%	3,600	3,600.00
Backgrd Check Fees/Crim	2104.9	3,644	4,000	2,582	65%	3,800	3,800.00
Woman Club Reservation	347200	5,364	5,000	14,071	281%	18,000	18,000.00
Pool Admissions	347201	22,353	21,891	31,435	144%	31,435	31,435.00
Pavilion Reservation Fees	347203	9,300	10,000	12,306	123%	17,000	17,000.00
Program Fees	347500	1,959	609	1,350	0%	1,350	1,350.00
Bad Check Fees	349300	50	50	50		250	250.00

REVENUES							
As of October 30, 2023		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	2023 PROJECTED & AMENDED BUDGET	2024 PROPOSED BUDGET
FUND 1 - GENERAL FUND - Revenue							
Other Fees/Chgs for Svcs	349900	-	-	-		-	-
Municipal Court Fines/Forf	351170	270,885	240,000	159,914	67%	235,000	235,000.00
Police Admin IT Fee	351180	7,728	7,500	4,760	63%	7,200	7,200.00
Interest Revenues	361000	6	7	0		-	-
Contributions/Donations	371000	1,700	1,700	100		100	100.00
Rents & Royalties	381000	81,358	75,000	49,151	66%	65,533	65,533.00
Reim for Damaged Prop	383000	76,004	50,000	38,824		40,000	40,000.00
Other Miscellaneous Rev	389000	2,153	2,153	6	0%	6	6.00
Bus Shelter Revenue	389010	117,213	64,000	-	0%	-	-
Reimburse DEA/OT	389005	18,049	18,000	9,410	52%	18,000	18,000.00
Sale/General Fixed Assets	392100	7,265		770	0%	1,500	1,500.00
Sale/Land Property	392200			-	0%	-	-
Transfer from Fund Balance	391100				0%	-	-
Proceeds from Capital Leases	393130	-	102,000	138,230	0%	138,230	138,230.00
Revenue - Proceeds GTIB Debt	393500			-			
TOTAL - FUND 1		7,313,978	7,516,880	1,587,055	21%	8,282,215	9,224,065

REVENUE							
As of October 30, 2023		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	PROJECTE D & AMENDED BUDGET	2024 PROPOSED BUDGET
FUND 2 - FEDERAL SEIZURE FUND - 210							
Cash Confiscations (Illegal Act)	351320	68,749	93,202	656	0.7%	93,766	61,200
Other Confiscations/Escheat	351340	-			0.0%		
Proceeds/Sale Confis Prop	351346	12,979		-			
Fed Seiz/Interest Revenue	361000	18		11			
Surplue Funds Prior Year Trans	393510	-					
Other Revenue	389000	-		-			
TOTAL - Federal Seizure Account		81,745	93,202	667	0.7%	93,766	61,200

REVENUE							
As of October 30, 2023		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	PROJECTE D & AMENDED BUDGET	2024 PROPOSED BUDGET
FUND 2 - CITY SEIZURE FUND - 211							
Cash Confiscations (Illeg Ac)	351320	-	500	-		100	100
Proceeds/Sales/Confis Prop	351346	-		-			
City Seiz Interest Revenue	361000	-		-			
Other Misc Revenue	389000	-	-	-			-
Fund Balance Reserve							
TOTAL - City Seizure Account		-	500	-		100	100

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

REVENUE							
		2022 ACTUAL	2023 ADOPTED BUDGET	2023 ACTUAL AS OF 10/30/2023	% OF BUDGET	2023 PROJECTED & AMENDED	2024 PROPOSED BUDGET
As of October 30, 2023							
FUND 3 - MULTIPLE GRANT FUND - 250							
LMIG	3341100	-	110,000	93,533	85%	93,533	110,000
Opioid Settlements		1,348		4,040		4,040	5,388
Atlanta Regional Comm-LCI Clarkston Greenway Grant		-	272,000	63,616		200,816	140,000
CDBG Grant Dekalb County		-		-			-
NRPA 10 Minute Walk Grant	331155						6,521
US Dept of Justice BVP Vests		1,103	4,000	-		4,000	4,000
Placemaking Grant-GA Power-Crosswalk	334200	1,500	1,500				
SS4A-Safe Streets & Roads Planning Grant							1,000,000
Public Safety & Voilent Crime Reduction		-		-		-	400,000
TOTAL		3,951	387,500	161,189	42%	302,389	1,665,909

FUND 4 -500 - STORM WATER UTILITY REVENUE

Storm Water Fees Fund	344190	302,254	343,000	20,299	6%	343,000	332,853
Prior Yr Stormwater fees	344195	630		10,487			
Storm Water Bank Interest	361000	21	20	15	74%	10	10
Storm Water-Cost Sharing Construction	389000	-		-			
Budget from Fund Balance Reserves		-	28,343	-			
TOTALS		302,905	371,363	30,801	8%	343,010	332,863

FUND 6 -540 - SANITATION FUND REVENUE

Sanitation Fees/Enterprise	344110	228,340	287,797	18,251	6%	228,988	310,000
Prior Yr Sanitaion Fees	344115	-	-	6,969			
Commercial Business Fees	344120	-	-	-			
Sanitation Interest	36100	-	-	-			
TOTALS		228,340	287,797	25,220	9%	228,988	310,000

FUND 330 - HOST FUND REVENUE

HOST Revenues	313300	-	71,194	-	0%	71,194	-
TOTALS		-	71,194	-	0%	71,194	-

FUND 260 - CORONAVIRUS RELIEF FUND

Interest Revenue	361000	204	-	177		1,085,348	852,128
Federal Govt Grants	331110	895,639	973,200	-			
			-			-	-
TOTALS		895,843	973,200	177	0%	1,085,348	852,128

FUND 320 - SPLOST FUND

SPLOST Tax Revenue	313300	2,335,157	2,200,000	1,369,203	62%	2,540,620	3,386,884
Interest Revenue	361000	649	500	187	37%	200	100
Funding from Bond Proceeds/Fund Balance		-	455,321	-	0%		
TOTALS		2,335,806	2,655,821	1,369,389	52%	2,540,820	3,386,984

CITY OF CLARKSTON

ITEM NO: 8D

CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: December 5, 2023

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

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT: Chief Christine Hudson
PHONE NUMBER: (404) 296-6489

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

NEED/ IMPACT: Flock Group, Inc. offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to the City of Clarkston. This is a 5-year agreement which will keep the City's cost at \$2,500 per camera, which Clarkston currently has 17 cameras. The total cost is \$42,500.

RECOMMENDATION: N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZING A MASTER SERVICES AGREEMENT WITH FLOCK GROUP, INC. FOR LICENSE PLATE READERS (LPR).

* * * * *

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

Section 1. That the City Council authorizes a Master Services Agreement with Flock Group, Inc. for License Plate Readers (LPR). Flock Group, Inc. offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to the City of Clarkston. This is a five-year agreement keeping the City's cost at \$2,500 per camera, which Clarkston currently has 17 cameras. The total cost is \$42,500. A copy of said agreement is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this 5th day of December 2023.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

Flock Safety + GA - Clarkston PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
John Watson
john.watson@flocksafety.com
678-210-8524

flock safety



EXHIBIT A
ORDER FORM

Customer: GA - Clarkston PD
Legal Entity Name: GA - Clarkston PD
Accounts Payable Email: rgomez@cityofclarkston.com
Address: 1055 Rowland St Clarkston, Georgia 30021

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$42,500.00
Flock Safety Flock OS			
FlockOS TM	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	17	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$42,500.00
Annual Recurring Subtotal:	\$42,500.00
Discounts:	\$42,500.00
Estimated Tax:	\$0.00
Contract Total:	\$212,500.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$42,500.00
Annual Recurring after Year 1	\$42,500.00
Contract Total	\$212,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$42,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: C i t y o f Clarkston Georgia

By: _____

By: _____

Name: _____

Name: Beverly H. Burks

Title: _____

Title: Mayor

Date: _____

Date: _____

PO Number: _____

Approved as to form:

Stephen Quinn
Stephen G. Quinn
City Attorney

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 13 day of October 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("**Retention Period**"). Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as "**Support Services**").

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

CITY OF CLARKSTON

ITEM NO: 8E

CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: December 05, 2023

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

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT: Chief Christine Hudson
PHONE NUMBER: (404) 296-6489

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

NEED/ IMPACT: The City of Clarkston and GACP will enter into an agreement to conduct an assessment center to select an Assistant Police Chief for the City of Clarkston.

RECOMMENDATION: N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZING AN AGREEMENT WITH GEORGIA ASSOCIATION OF CHIEFS OF POLICE (GACP) TO PROVIDE PROMOTIONAL ASSESSMENT CENTER SERVICES TO SELECT AN ASSISTANT POLICE CHIEF.

* * * * *

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

Section 1. That the City Council authorizes an agreement with Georgia Association of Chiefs of Police (GACP) to provide promotional assessment center services to select an Assistant Police Chief for the City of Clarkston Police Department. A copy of said agreement is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this 5th day of December 2023.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

Georgia Association of Chiefs of Police



2023-2024

President
MARK SCOTT
Americus P.D.

1st Vice President
SCOTT GRAY
Fayetteville P.D.

2nd Vice President
ANITA ALLEN
Albany State University P.D.

3rd Vice President
TY MATTHEWS
Roberta P.D.

4th Vice President
TONY LOCKARD
Gwinnett County Schools P.D.

Immediate Past President
ALAN ROWE
Valdosta State University P.D.

Chair of
District Representatives
MICHAEL PERSLEY
Albany P.D.

General Counsel
RICHARD A. CAROTHERS
Atlanta

Executive Director
A.A. "BUTCH" AYERS

Visit Our Website At:
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Accenting Professional Law Enforcement Management Through Training

November 20, 2023

Chief Christine A. Hudson
Clarkston Police Department
3921 Church Street
Clarkston, GA 30021

Dear Chief Hudson:

On behalf of the Georgia Association of Chiefs of Police (GACP), thank you for allowing me to submit this proposal to provide promotional assessment center services to select an assistant chief.

The Assessment Center Process

The testing will be conducted at the GACP office in Duluth. All candidates seeking the position will be evaluated based upon at least four measurable dimensions. The process includes:

- ▶ The services of the placement and promotional testing company, Morris and McDaniel, Inc. This company uses an advanced "In-Basket" test commonly known as the MORMAC.
- ▶ The written exercise will require the candidates to provide a written response to a complex police management scenario. This exercise will be evaluated by a panel of officers serving in the same, or higher, rank than Assistant Chief and from communities that are a similar in size to Clarkston.
- ▶ The oral interview portion of the assessment center will be video recorded. Three to four evaluators, all of whom are employed in law enforcement in the same, or higher, rank of Assistant Chief, and from communities that are a similar in size to Clarkston, will be utilized to assess each candidate's performance.
- ▶ A complete numerical evaluation of each candidate's performance.

Our proposed fee for the above services would be \$6,500.00. In the event more than eight candidates are tested, additional fees of \$850 per candidate may be assessed.

Background Investigation

The Georgia Association of Chiefs of Police (GACP) has entered into an agreement with the Georgia Bureau of Investigation (GBI) in reference to conduct a

comprehensive background investigation on the top two or three candidates as selected after final interview by the City of Clarkston. If the City of Clarkston decides they wish for these background investigations to be completed there will be a fee of \$1,000 per candidate for each background conducted.

This is a highly recommend but optional service that is offered in reference to all police chief promotional assessment centers. **Please indicate below whether you wish for these background investigations to be conducted as a part of this assessment process by initialing one of the choices below.**

YES _____ NO _____

Additional Requirements

Besides the fees stated above and as a condition to our conducting the assessment center on its behalf, the city must agree to this provision:

GACP will require indemnification by the city which will require an authorized representative of your city government to sign a copy of this letter after reviewing the correspondence.

Without relinquishing its rights to governmental immunity, the City of Clarkston, to the extent permitted by Georgia law, will indemnify, and hold harmless GACP from all claims and rights of action which arise out of the assessment process, provided this indemnity shall not extend to any willful acts of GACP.

If these terms are acceptable to the city, please sign this agreement and e-mail it to avers@gachiefs.com, or mail via U.S. Postal Service to:

Georgia Association of Chiefs of Police
3500 Duluth Park Lane, Suite 700
Duluth, GA 30096.

The original copy of your signature must be returned to the GACP office.

Special Projects Coordinator Michael Wilkie will be contacting you to request any other GACP needs. If you wish to directly contact Michael Wilkie, his email address is operations@gachiefs.com.

Respectfully,



A.A. Ayers
Executive Director

As an official of the City of Clarkston, I agree to the substance of this three-page document regarding the conducting of an Assessment Center for the position of Chief of Police by the GACP and/or their representatives.

Signature

Date

Mayor Beverly H. Burks

Printed Name & Title of Authorizing Official

Approved as to form:

Stephen Quinn
Stephen G. Quinn
City Attorney

Please find a list of the steps the Georgia Association of Chiefs of Police typically follow when conducting a police chief promotional assessment center. If you have any questions regarding this process, please do not hesitate to give me a call.

1. City of Clarkston and GACP enter into an agreement to conduct an assessment center.
2. Receive job announcement/job description from the City of Clarkston to review prior to advertising the job opening. The job announcement will be advertised on the GACP website as well as send broadcast message to the association membership announcing the position. Job opening is normally advertised for 30 days. GACP can provide a short list of other sites the city may wish to advertise to ensure maximum coverage and diversity.
3. After the advertising period has concluded the City of Clarkston will forward all applications received to GACP for evaluation. GACP staff will review and rate the qualifications of each candidate.
4. Once this review is complete, GACP staff will schedule a video conference with City of Clarkston representative(s) to review all of the applicants and provide an opportunity for the city to decide who and how many applicants will participate in the assessment center. (We normally recommend testing at least 8 candidates to have a good pool to move forward with after testing.) This process is just to identify those candidates who are the 'best qualified' to participate in the selection process. The assessment center will objectively identify the best qualified individuals. The city must determine which of the qualified candidates will be the 'best fit' for your community. This best determined through interviews by City of Clarkston representatives.
5. Once the date for the assessment center is determined, GACP will send invitations to each of the candidates selected to participate in the assessment center.
6. Conduct the promotional assessment center. A determination will need to be made as to the location of the testing. We typically prefer to have this conducted at the GACP office for a number of reasons. First, we require multiple staff to participate in varying portions of the testing processes. Second, our testing materials and equipment (laptop computers) do not have to be moved. Third, it provides a secure location to conduct the various testing processes without noise distractions as well as outside parties seeking to identify candidates participating in the process.
7. The assessment center is composed of three components:
 - In-Basket Exam – This is a 3-hour, 45 minute paper and pencil exam.
 - Written Exercise – The candidates are provided with a scenario and 90 minutes to prepare a written response describing how they would address the issue. Each candidate is provided a laptop computer to prepare their response.
 - Oral Interview – Each candidate participates in a video recorded interview where they respond to 10 questions outlining how they would address issues related to providing police services to the city of Clarkston.
8. All MORMAC, written testing materials and oral interviews will be graded. Oral interview interviews and written exercises are graded by a panel of police chiefs from cities the approximate size as Clarkston. Typically, these interviews are conducted approximately one week after testing at the GACP office. The MORMAC exam answer sheets are forwarded to Morris and McDaniel Inc. in Arlington, Virginia to be graded.

9. When all of the scores have been received and tabulated, they will be provided to the City of Clarkston.
10. City of Clarkston will conduct interviews with their final selected candidates. We recommend 4 to 5 candidates be invited to be interviewed in the event one or more drop out of the process. It also enables the City to avoid being required to release the names of the final candidates to the media.
11. GACP highly recommends, at a minimum, that a background investigation be conducted of the final candidate. GACP contracts with the Georgia Bureau of Investigation to conduct these investigations for the fee of \$1,000 per candidate.
12. Cost to conduct the assessment is \$850 per candidate. There may be additional cost for GACP staff to conduct the assessment on-site.

CITY OF CLARKSTON

ITEM NO: 8F

CITY COUNCIL MEETING

HEARING TYPE
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: December 05, 2023

SUBJECT: To approve a resolution authorizing a Service Agreement with Fūsus for cameras to be purchased using the Public Safety and Community Safety Reduction Grant.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT: Chief Christine Hudson
PHONE NUMBER: (404) 296-6489

PURPOSE: To approve a resolution authorizing a Service Agreement with Fūsus for cameras to be purchased using the Public Safety and Community Safety Reduction Grant.

NEED/ IMPACT: Fūsus will provide a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. Further, the platform is tied to a community-facing website portal for video camera registry, providing a tool for identifying the location of cameras in proximity to incidents, as well as a means for efficient outreach to collect recorded video and image files from camera owners both public and private.

RECOMMENDATION: N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZING A SERVICE AGREEMENT WITH FUSUS FOR CAMERAS.

* * * * *

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

Section 1. That the City Council authorizes a service agreement with Fūsus to provide a platform to view public and community video sources for incident situation awareness and investigations. Fūsus will provide a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. A copy of said agreement is attached to this resolution as “Exhibit A” and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this 5th day of December 2023.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A



November 22, 2023

Chief Christine Hudson
Clarkston Police Department
3291 Church Street
Clarkston, GA 30021

Subject: Service Agreement Proposal

Dear Chief Hudson,

Fusus is honored that the Clarkston Police Department is considering our organization to support its community safety initiatives by providing a platform to view public and community video sources for incident situational awareness and investigations.

Fusus will provide a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. Further, the platform is tied to a community-facing website portal for video camera registry, providing a tool for identifying the location of cameras in proximity to incidents, as well as a means for efficient outreach to collect recorded video and image files from camera owners both public and private.

This Service Agreement Proposal and related software subscription will become effective upon signing and continue for Forty-Eight (48) months.

1. Initial Scope of Work: The following fusus Pro Package software and associated hardware will be delivered and installed as part of this agreement.
 - a. fususONE™: Initial setup, access and training of users to include up to 500 data points and 500 public/private video feeds
 - b. fususCORE™: Installation and setup of:
 - i. Fifteen (15) fususCORE Pro™ Appliances
 - ii. One (1) fususCORE Elite AI™ Appliance
 - c. fususREGISTRY™: Creation of a custom website portal for community members to register privately owned cameras
 - d. fususVAULT™: Implementation of a CJIS compliant evidence vault for the storage of up to 5TB of videos and still images captured via the fususONE™ platform
 - e. fususOPS™: Implementation of the Fusus smart-phone app which provides viewing of live camera feeds and setting up and transmitting the location of teams for special events and critical incident management
 - f. fususANALYTICS™: Implementation of the Fusus crime and incident heat mapping and analysis platform
 - g. fususCONNECT Call-Out: One (1) month fusus call-out to businesses within the jurisdiction to assist with camera registration and integration
 - h. fususCONNECT Microsite: Development of an agency specific website landing page to assist with building camera registration and integration of community video assets
 - i. Remote Configuration of fusus Core(s)
 - j. Integration of all current and future video feeds
 - k. Integration of Computer Aided Dispatch, AVL, drone feeds, covert cameras, and license plate readers as required
 - l. Compass Security Camera Solution. Total Cost: \$86,500.00
 - i. See Exhibit B for Details

Note: fūsus™ will provide continuing data and IoT integrations at no additional charge for the life of the agreement

2. Payment and Subscription Terms:

a. Payment 1: Due Upon Contract Signing	\$161,500
b. Payment 2: Due Upon 1 st Anniversary of Contract Signing	\$75,000
c. Payment 3: Due Upon 2 nd Anniversary of Contract Signing	\$75,000
d. Payment 4: Due Upon 3 rd Anniversary of Contract Signing	\$75,000

Invoices for payments 2, 3 and 4 will be sent 60 days prior to their respective due dates.

Note: Additional fūsusCORE™ appliances may be purchased for the following per unit price schedule.

a. CORE Lite:	\$200/each
b. CORE Lite Extended:	\$300/each
c. CORE Pro:	\$600/each
d. CORE Pro Extended:	\$1,000/each
e. CORE Elite:	\$4,000/each
f. CORE Elite AI:	\$5,000/each

3. Bill of Materials Included with the Service: As part of the annual subscription price, each system will include the following:

- a. fūsusONE™ SaaS
- b. Unlimited video alerts, access, and video download
- c. fūsusCORE™ warranty and technical support for the life of the agreement
- d. Unlimited fūsusOPS Application for Android and iOS Devices

Subscription to fūsusONE™ includes all the following:

- a. Unlimited Users for Your Agency to fūsusONE™ – Real-Time Crime Center in the Cloud
- b. Unlimited Access for Your Agency to the fūsusONE™ Dashboard
- c. Floorplan Integration for designated locations in fūsusONE™
- d. Ongoing Integration Services with the CAD System
- e. Installation and Technical Phone Support
- f. Provide a Full Solution Warranty for the Life of the Agreement
- g. Live U.S.-Based Phone Technical Support for the Life of the Agreement

4. Technical Requirements:

- a. Camera live-sharing compatibility will be assessed for each location before CORE delivery.
- b. The customer will designate a primary POC for the deployment of the fūsus™ solution.
- c. Minimum network speed of .5 mb/s for live video sharing will be required for each CORE location.

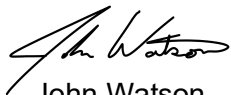
5. Terms and Conditions:

The use of and access to fūsus™ products and services is subject to the fūsus™ Terms of Service found at <https://www.fusus.com/fusus-terms-of-service>.

The Termination for Convenience Clause Asserts that the customer may, at its sole discretion, terminate the agreement with 30 days of written notice to Fūsus. Services will be reimbursed on a pro-rated basis from the last day of the term through the agreement's remainder. The cost of any unreturned or unserviceable fūsusCORE(s), as listed above in Section 2, will be deducted from the refund.

We are privileged to work with you on this project. Should you have any questions at any time, please feel free to call (765) 237-1769 or email me at jdw@fusus.com.

Respectfully,



John Watson
Vice President of Sales

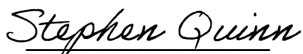
Approved (Signature): _____

By (Print Name/Title): _____

Mayor Beverly H. Burks

Date _____

Approved as to form:



Stephen G. Quinn
City Attorney



fusus

Clarkston Police Department

Clarkston Police Department

1055 Rowland Street
Clarkston, GA 30021

Christine Hudson

Chief
chudson@cityofclarkston.com
404-391-4178

Reference: 20231122-150547347

Quote created: November 22, 2023

Quote expires: December 30, 2023

Quote created by: Jim Price

Public Safety Advisor

jp@fusus.com

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Pro Package SaaS SaaS Subscription to Include 500 Data Points/Video Streams and 5 TBs of Cloud Storage	FUSE-S-1- 1001	1	\$75,000.00 / year	\$75,000.00 / year for 4 years
Core Elite AI Appliance	CORE-AI- 2001	1	\$5,000.00	\$0.00 after \$5,000.00 discount
Core Pro Appliance	CORE-P- 2001	15	\$600.00	\$0.00 after \$9,000.00 discount
Compass Security Camera Solution Compass Security Camera Solution (See Attached Exhibit)	FUSE-CSS- POLE- UNIT	1	\$86,500.00	\$86,500.00
			Total	\$161,500.00

Purchase terms

Questions? Contact me!



Jim Price

Public Safety Advisor

jp@fusus.com

Fusus, Inc.

5550 Triangle Parkway

Peachtree Corners, Georgia 30092

United States of America

Statement of qualifications and pricing **Security Camera Systems**

PREPARED FOR: The City of Clarkston

PREPARED BY: Thomas Frey



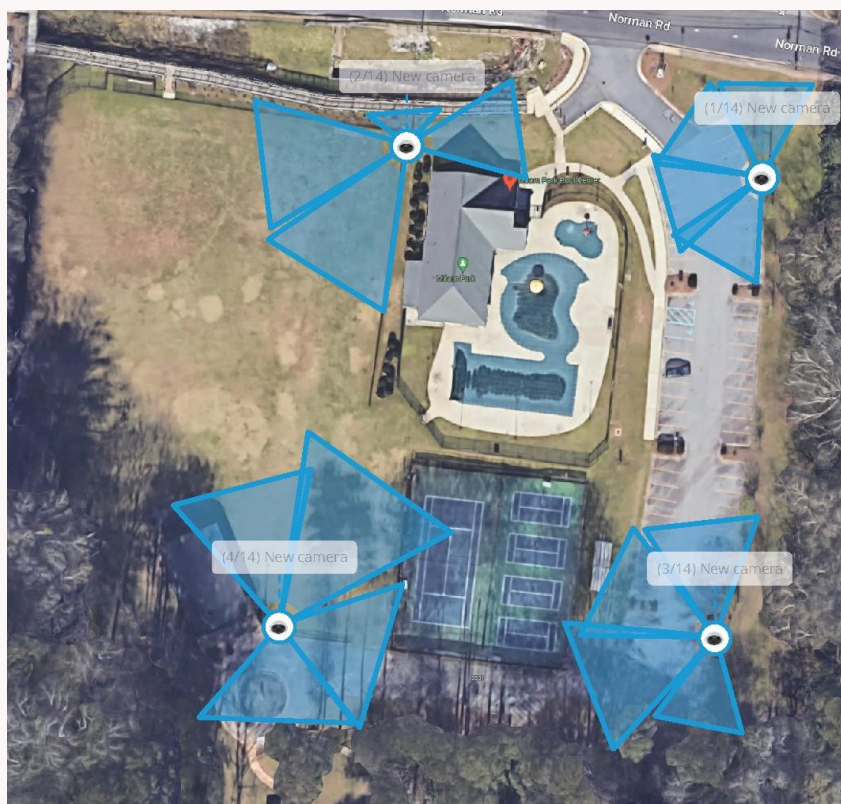
Statement of qualifications and pricing **SECURITY CAMERA SYSTEM**



Miliam Park Field:



Miliam Park Pool:



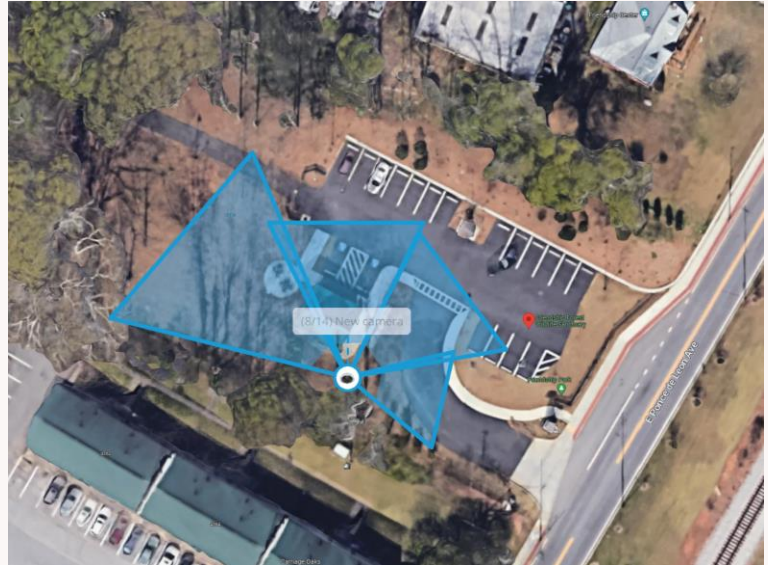
PREPARED FOR: City of Clarkston
Compass Security Solutions



Statement of qualifications and pricing **SECURITY CAMERA SYSTEM**



Friendship Forrest Parking Lot:



Friendship Forrest Lower:



PREPARED FOR: City of Clarkston
Compass Security Solutions



Statement of qualifications and pricing SECURITY CAMERA SYSTEM



PROPOSED COST:

MILIAM PARK:

Mfg.	Description	Qty
CMS	Bosch MARC Pole Unit \$45,600 total (\$7,600 each)	6
CMS	15' Tower \$1,750 total *electrical not included, must get 120 volts AC to the tower	1
Equipment		\$47,350.00
Labor & Misc.		\$3,950.00
Total		\$51,300.00

FRIENDSHIP FORREST:

Mfg.	Description	Qty
CMS	Bosch MARC Pole Unit \$15,200 total (\$7,600 each)	2
CMS	15' Tower \$1,750 total *electrical not included, must get 120 volts AC to the tower	1
Equipment		\$16,950.00
Labor & Misc.		\$2,150.00
Total		\$19,100.00

PREPARED FOR: City of Clarkston
Compass Security Solutions



Statement of qualifications and pricing **SECURITY CAMERA SYSTEM**



BROCKETT ROAD – EAST PONCE INTERSECTION:

Mfg.	Description	Qty
CMS	Bosch MARC Pole Unit	1
Equipment		\$7,600.00
Labor		\$450.00
Total		\$8,050.00

MONTREAL ROAD – CLARKSTON STATION APARTMENTS:

Mfg.	Description	Qty
CMS	Bosch MARC Pole Unit	1
Equipment		\$7,600.00
Labor		\$450.00
Total		\$8,050.00

TOTAL OVERALL PRICE = \$86,500.00

Statement of qualifications and pricing

SECURITY CAMERA SYSTEM



Terms & Conditions:

Compass Security Solutions (CSS) Terms and Conditions

1. At the acceptance of this quote, Compass will perform an exact take off for the equipment. Then we will provide a scope of work and schedule for completion. All prices are good for 30 days, and the quote is based upon normal working hours of 8:00 am to 5:00 pm Monday thru Friday. A 15% restocking fee will be charged on all cancelled orders after acceptance.
2. TAXES: Prices exclude (unless otherwise noted in the proposal) all duties, taxes, tariffs, or other governmental charges that now are, or hereafter may be, imposed upon the sale or use of the Products or Services. All such duties, taxes, tariffs, or other charges paid by Compass Security Solutions (CSS) shall be for Purchaser's account. Any exemption claimed paid by CSS shall be for Purchaser's account. Any exemption claimed from the application of such duties, taxes, tariffs, or other charges should be plainly designated on the face of orders placed with CSS and accompanied by exemption certificates where required. If during the duration of any contract / project, there is an increase or decrease from the quoted tax amount due to changes by the corresponding local/county/state entities that amount will be passed through to the customer at cost.
3. PRICE VALIDITY: The prices set forth in this proposal are predicated on receipt of a contract or Purchase Order within 30 days from the date of this proposal. If 30 days have passed and performance is required, CSS reserves the right to revise the pricing in this proposal to reflect current material and labor market prices and current site conditions.
4. PURCHASER SPECIFICATIONS: CSS assumes no liability for any errors or omissions in any specification provided by the purchaser, including any errors or omissions made by CSS in the interpretation of any such specifications. Any items included in any specification provided by the purchaser and not listed and priced on CSS's proposal are not part of this Agreement.
5. LIQUIDATED DAMAGES: CSS will not be responsible for any liquidated damages other than those attributed to delays caused solely by CSS. If CSS is one of several contractors responsible for delays, CSS will only be responsible for a pro rata share of liquidated damages to the extent attributable to or cause by CSS. CSS will not be responsible for any liquidated damages in an amount greater than that assessed against CSS.
6. CANCELLATION: This Agreement cannot be cancelled or postponed by the Purchaser except with CSS's consent and upon terms that will indemnify CSS against loss. Accordingly, Purchaser shall pay CSS the greater of (i) a charge equal to 10% of its total price or (ii) reasonable cancellation charges, CSS's anticipated profit, restocking fees, and expenses already incurred by CSS in performing or preparing to perform the work required by Purchaser's order, as invoiced by CSS. CSS reserves the right to cancel this Quotation Agreement if excessive downtime is encountered which, in the discretion of CSS, is beyond its control (limited access to work area, training, etc.) or if customer fails to comply with any term of this agreement. The CSS billable rate for downtime is per CSS standard rates.
7. INSPECTION: Within five business days of receipt of the Products and Services, Purchaser shall inspect the Products and Services to check for shortages or any other nonconformity. Unless Purchaser shall thereafter notify CSS in writing of any nonconformity (other than that relating to loss or damage in transit, which claims will be made directly to the carrier) within ten days of inspection, Purchaser shall be deemed to have accepted the Products and Services without any qualifications and cannot, thereafter, reject the Products and Services for any reason. In any event, Products and Services accepted and used shall be deemed to have been accepted in good condition and in compliance with the specification and order therefore.

Statement of qualifications and pricing **SECURITY CAMERA SYSTEM**



8. GOVERNING LAW: The terms of this quotation shall be governed and interpreted in accordance with the laws of the State of Georgia. If any provision of this Quotation Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect.
9. EXISTING CODE VIOLATIONS: Existing code violations requiring correction by the local authority inspectors is the responsibility of the customer and is not included in CSS's pricing.
10. PAYMENTS: Payment is due Net 30.
11. CREDIT CARD PAYMENTS: Payments rendered by credit cards will be subject to an additional 3% convenience fee that will be added to the balance being paid.
12. DELINQUENT PAYMENTS: If any amount owing to CSS under the terms hereof is not paid when due, interest shall accrue on any unpaid balance at a rate of 1.5% (1% for Georgia customers per O.C.G.A. § 13-11-2) simple interest every thirty (30) days. Additionally, in the event full payment is not made and CSS is required to institute legal proceeding to collect amounts owing hereunder, the party against whom enforcement is sought shall be required to reimburse CSS for all reasonable costs of collection, including attorneys' fees, if CSS is ultimately successful in prosecuting its claims.
13. DISCLAIMER: Replacement of Unit is covered by CSS only for vandalism or hardware failure during the course of the subscription. Acts of God, and customer inflicted damage, are not covered by CSS for the replacement of the unit.
14. ACCEPTED: This Quotation Agreement and any exhibits attached hereto constitutes the entire agreement between parties concerning the subject matter hereof, superseding all prior negotiations, discussions, and agreements, oral or written. The above prices, specifications and all conditions are satisfactory and are hereby accepted. CSS is authorized to do work as specified. Payment will be made as outlined above.

The above Terms & Conditions and prices and terms are satisfactory and hereby accepted.

Authorized Representative's	Printed Name	Title
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Authorized Representative's	Signature	Date
-----------------------------	-----------	------

Thomas Frey	President
Authorized Compass Security Solutions Representative's Printed Name	Title

Authorized Compass Security Solutions Representative's Signature	Date
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PREPARED FOR: City of Clarkston
Compass Security Solutions



CITY OF CLARKSTON

ITEM NO: 8G

COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: DECEMBER 05, 2023

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

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT:
Tammi Saddler Jones, Interim City Manager
Larry Kaiser, Collaborative Services
PHONE NUMBER: (404) 296-6489

PURPOSE: The purpose of this ordinance is to protect public health, safety, environment, and general welfare through the regulation and prevention of litter.

NEED/ IMPACT: The objectives of this ordinance are: (1) Provide for uniform prohibition throughout the City of Clarkston of any and all littering on public or private property; and, (2) Prevent the desecration of the beauty and quality of life of the City of Clarkston and prevent harm to the public health, safety, environment, and general welfare, including the degradation of water and aquatic resources caused by litter.

RECOMMENDATION: N/A

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT NEW CHAPTER 23 OF THE CLARKSTON CITY CODE TO REGULATE LITTER.

WHEREAS, litter found throughout our community often finds its way into our streams, rivers and lakes and detracts from our quality of life; and

WHEREAS, pollutants carried into our streams, rivers, and lakes by litter diminish the quality of our water and its aquatic resources; and

WHEREAS, litter control regulations provide a prohibition against littering and provide an enforcement mechanism with penalties for dealing with those found littering; and

WHEREAS, the City of Clarkston desires to enact regulations prohibiting littering in order to protect the natural environment of the City of Clarkston.

NOW THEREFORE BE IT ORDAINED by the Clarkston City Council as follows:

Section 1. The attached document entitled “Chapter 23 – Litter Control Ordinance” and consisting of four (4) pages is hereby adopted as new Chapter 23 of the Clarkston City Code.

Section 2. This ordinance shall be effective immediately upon its adoption.

SO ORDAINED this ____ day of _____, 2023.

ATTEST:

CITY OF CLARKSTON, GEORGIA

Tomika Mitchell, City Clerk

Beverly H. Burks, Mayor

Approved as to Form:

Stephen Quinn

Stephen G. Quinn
City Attorney

CHAPTER 23

LITTER CONTROL ORDINANCE

ARTICLE I. GENERAL PROVISIONS

SECTION 23-1 Purpose and Intent

The purpose of this ordinance is to protect the public health, safety, environment, and general welfare through the regulation and prevention of litter. The objectives of this ordinance are:

- (1) Provide for uniform prohibition throughout the City of Clarkston of any and all littering on public or private property; and,
- (2) Prevent the desecration of the beauty and quality of life of the City of Clarkston and prevent harm to the public health, safety, environment, and general welfare, including the degradation of water and aquatic resources caused by litter.

SECTION 23-2 Applicability

This ordinance shall apply to all public and private property within the City of Clarkston.

SECTION 23-3 Compatibility with Other Regulations

This ordinance is not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law. The requirements of this ordinance should be considered minimum requirements, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

SECTION 23-4 Severability

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this ordinance.

ARTICLE II. DEFINITIONS

“**Litter**” means any organic or inorganic waste material, rubbish, refuse, garbage, trash, peelings, debris, grass, weeds, ashes, sand, gravel, slag, metal, plastic, and glass containers, broken glass, dead animals or intentionally or unintentionally discarded materials of every

kind and description which are not "waste" as such term is defined in O.C.G.A., §16-7-51, paragraph 6.

“**Public or private property**” means the right of way of any road or highway; any body of water or watercourse; any park, playground, building, refuge, or conservation or recreation area; timberlands or forests; and residential, commercial or industrial properties.

ARTICLE III. PROHIBITION AGAINST WASTE DISPOSAL AND LITTERING IN PUBLIC OR PRIVATE PROPERTY OR WATERS

Section 23-5 Littering in Public

It shall be unlawful for any person or persons to dump, deposit, throw or leave or to cause or permit the dumping, depositing, placing, throwing or leaving of litter on any public or private property in City of Clarkston or any waters in City of Clarkston unless:

- a) The property is designated by the State or by any of its agencies or political subdivisions for the disposal of such litter, and such person is authorized by the proper public authority to use such property;
- b) The litter is placed into a receptacle or container installed on such property; or,
- c) The person is the owner or tenant in lawful possession of such property, or has first obtained consent of the owner or tenant in lawful possession, or unless the act is done under the personal direction of the owner or tenant, all in a manner consistent with the public welfare.

Section 23-6 Waste and disposal thereof

- (1) It shall be unlawful to set fire to any leaves, rubbish, or trash of any kind anywhere in the city, in accordance with the provisions of [section 9-12](#) of this Code.
- (2) It shall be unlawful for any person to deposit offal or dead animals at any place within the city
- (3) It shall be unlawful to sweep or push litter from sidewalks into the streets. Such litter shall be deposited in a proper receptacle which shall be covered to prevent scattering by wind and animal.
- (4) It shall be unlawful for any person to use the streets, sidewalks or gutters as means of drainage to carry off any used and dirty water or other liquid substances that are damaging to the environment from kitchen or elsewhere into any streets of the city.

ARTICLE IV. TRANSPORT OF WASTE, TRASH, JUNK AND OTHER MATERIAL

- (1) No person including city refuse collectors or municipal solid waste contractors shall haul or transport for any distance, any load including but not limited to dirt, soil, sand, rubbish, or other material unless the load is adequately secured

to prevent the material from dropping, shifting, leaking or being blown off due to transportation of such load onto the roadway. The operator or owner of the offending vehicle shall be personally responsible for any violation of this section.

- (2) It shall be unlawful for any person or contractor or business not licensed by the city to collect and haul any refuse other than that arising from such person's own accumulation within any areas of the city in which refuse collection service is maintained by the city.

ARTICLE V. ANIMAL WASTE IN PUBLIC AREAS AND COMMON AREAS OF MULTIFAMILY DWELLINGS

- (1) It shall be unlawful for the owner or custodian of any animal to allow waste from such animal to be deposited or remain on the ground of any public area within City owned property or common area of a multifamily dwelling. Any such waste shall be cleaned up and removed by the owner or custodian of such animal.
- (2) In the event that the owner or custodian of any animal cannot be identified, the management of any multifamily dwelling where animal waste is found in a common area shall be responsible for the removal of such waste and shall keep common areas free and clear of all animal waste.

ARTICLE VI. VIOLATIONS, ENFORCEMENT AND PENALTIES

Section 23-7 Enforcement

- (1) The Code Enforcement Officer and the duly sworn police officers of the city are hereby empowered to issue citations to, or to arrest, persons violating the provisions of this section, and may serve and execute all warrants, and other process, issued by the court in enforcing the provisions of said section. In addition, mailing by certified mail of such process to his last known place of residence shall be deemed as personal service upon the person charged.
- (2) Whenever any person is arrested for a violation of this section, the arresting officer shall take the name and address of such person and issue a complaint, summons or otherwise notify him in writing to appear at a time and place specified in such complaint or notice. Said offenses shall be tried in the Municipal Court and shall be subject to the fines and/or imprisonment upon conviction as set forth in [section 1-7](#) of this Code of Ordinances.

Section 23-8 Violations

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this ordinance. Any person who has violated or continues to violate the provisions of this ordinance, may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise sentenced in a manner provided by law.

Section 23-9 Evidence

- (1) Whenever litter is thrown, deposited, dropped or dumped from any motor vehicle, or other conveyance in violation of this ordinance, it shall be prima facie evidence that the operator of the conveyance has violated this ordinance.
- (2) Except as provided in subsection (1), whenever any litter which is dumped, deposited, thrown or left on public or private property in violation of this ordinance is discovered to contain any article or articles, including but not limited to letters, bills, publications or other writing which display the name of the person thereon in such a manner as to indicate that the article belongs or belonged to such person, it shall be a rebuttable presumption that such person has violated this ordinance.

Section 23-10 Penalties

Any person who violates this ordinance shall be guilty of a violation and, upon conviction thereof, shall be punished as follows:

- (1) By a fine of not less than \$250 and not more than \$1,000; and
- (2) In addition to the fine set out in subsection 1 above, the violator shall reimburse the City of Clarkston for the reasonable cost of removing the litter when the litter is or is ordered removed by the City of Clarkston;
- (3)
 - a) In the sound discretion of the court, the person may be directed to pick up and remove from any public street or highway or public right-of way within the City limits any litter he has deposited and any and all litter deposited thereon by anyone else prior to the date of execution of sentence; or
 - b) In the sound discretion of the court, the person may be directed to pick up and remove any and all litter from any public property, private right-of-way, or with prior permission of the legal owner or tenant in lawful possession of such property, any private property upon which it can be established by competent evidence that he has deposited litter. Pick up and removal shall include any and all litter deposited thereon by anyone prior to the date of execution of sentence; and,
- (4) The court may publish the names of persons convicted of violating this ordinance.

CITY OF CLARKSTON

ITEM NO: 8H

COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: December 05, 2023

SUBJECT: To approve amending the 2023 City Holiday Calendar adding Friday, December 22, 2023, and Friday December 29, 2023, as a City Holiday.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

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

PURPOSE: To approve amending the 2023 City Holiday Calendar adding Friday, December 22, 2023, and Friday December 29, 2023, as a City Holiday.

NEED/ IMPACT: Amend the 2023 City Holiday Calendar adding Friday, December 22, 2023 (Christmas Eve – Observed) and Friday, December 29, 2023 (New Year’s Eve – Observed), as city holidays. Having these dates off will allow our city employees to have time to travel and/or prepare to celebrate the holiday seasons with their family and friends. I hope that the Council will support this recommendation.

RECOMMENDATION: N/A



2023 CITY HOLIDAYS

Unless otherwise noted City Offices are closed on the following 13 days

DATE	HOLIDAY
1. MON, JAN 2, 2023	DAY AFTER NEW YEAR'S DAY <i>(previously adopted in 2021)</i>
2. MON, JAN 16	MARTIN LUTHER KING JR DAY
3. MON, FEB 20	PRESIDENT'S DAY
4. FRI, APRIL 7	SPRING DAY
5. MON, MAY 29	MEMORIAL DAY
6. MON, JUN 19	JUNETEENTH CELEBRATION
7. TUE, JULY 4	INDEPENDENCE DAY
8. MON, SEP 4	LABOR DAY
9. FRI, NOV 10	VETERAN'S DAY
10. THU, NOV 23	THANKSGIVING DAY
11. FRI, NOV 24	DAY AFTER THANKSGIVING
12. MON, DEC 25	CHRISTMAS DAY
13. MON, JAN 1, 2024	NEW YEAR'S DAY

CITY OF CLARKSTON

ITEM NO: 81

COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: December 05, 2023

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

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

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

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

NEED/ IMPACT: Annually the City Council Work Session and Regular meetings and City Holiday Calendar are reviewed and discussed for approval.

RECOMMENDATION: Approval of the proposed 2024 City Council Regular and Work Session Meeting dates and City Holiday Calendar.



2024 CITY COUNCIL MEETINGS SCHEDULE

3921 CHURCH STREET CLARKSTON, GA 30021

404-296-6489 * WWW.CLARKSTONGA.GOV

MEETING DATES

MEETING TYPE & NOTES

JANUARY 2 JANUARY 9	WORK SESSION REGULAR MEETING
JANUARY 30 FEBRUARY 6	WORK SESSION REGULAR MEETING
FEBRUARY 27 MARCH 5	WORK SESSION REGULAR MEETING
MARCH 26 APRIL 2	WORK SESSION REGULAR MEETING
APRIL 30 MAY 7	WORK SESSION REGULAR MEETING
MAY 28 JUNE 4	WORK SESSION REGULAR MEETING
JUNE 18	SPECIAL CALLED MEETINGS AT 10:00AM & 6:30PM MILLAGE RATE PUBLIC HEARINGS
JUNE 27	SPECIAL CALLED MEETING AT 6:30PM MILLAGE RATE PUBLIC HEARING AND ADOPTION
JUNE 27	WORK SESSION AT 7:00PM
JULY 2 JULY 30	REGULAR MEETING WORK SESSION
AUGUST 8	REGULAR MEETING-THURSDAY, AUGUST 8 DUE TO NATIONAL NIGHT OUT HELD ON TUESDAY, AUGUST 6
AUGUST 27	WORK SESSION
SEPTEMBER 3 SEPTEMBER 24	REGULAR SESSION WORK SESSION
OCTOBER 1 OCTOBER 29	REGULAR SESSION WORK SESSION
NOVEMBER 7	REGULAR SESSION – THURSDAY, NOVEMBER 7 DUE TO THE PRESIDENTIAL ELECTION HELD ON TUESDAY, NOVEMBER 5
NOVEMBER 26	SPECIAL CALLED MEETING AT 6:00PM FY 2025 BUDGET PUBLIC HEARING
NOVEMBER 26	WORK SESSION AT 7:00PM
DECEMBER 3	REGULAR MEETING FY 2025 BUDGET PUBLIC HEARING AND ADOPTION

DRAFT



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. TUES, DEC 24	CHRISTMAS EVE
15. WED, DEC 25	CHRISTMAS DAY
16. THURS, DEC 26	DAY AFTER CHRISTMAS
17. TUES, DEC 31	NEW YEAR'S EVE

CITY OF CLARKSTON

ITEM NO: 8J

COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: December 05, 2023

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

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

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

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

NEED/ IMPACT: With the cleanup completed, we salvaged most if not all of the fruit bearing trees planted two years ago, as well as a few fruit plants such as berries, grapes, etc. The next step will be to till the soil and plant rye now and then re-till in the Spring with plants of the City Council's choosing.

RECOMMENDATION: The Council recommended sending this item to the Environment Committee to draft a plan, a proposed budget, and a design and bringing a recommendation to the February Council Work Session.

A collage of various fruits including raspberries, figs, blueberries, and green apples. The raspberries are red and bumpy. The figs are dark purple and one is cut open to show the orange interior. The blueberries are small and dark blue. The green apples are bright green and one has a small leaf. The background is white.

A vertical banner featuring the word "WELCOME" repeated in various languages and scripts, including English, Spanish, French, German, Italian, Dutch, Turkish, Arabic, and Chinese. The text is arranged diagonally from top-left to bottom-right, with each word in a different color (purple, blue, green, yellow, orange, red).



NE ÜYKÜY!
TULEM!
السلام



CLARKSTON

rendering &
installation by:

shades of green
PERMACULTURE



TABLE 5
PLANT INVENTORY
(Brockett Triangle)

PLANT/TREE NAME	SIZE	QUANTITY
Asian Persimmon - tree	5 gal	2
Asian Pear - tree	5 gal	1
Loquat - tree	5 gal	3
Pakistan Mulberry - tree	5 gal	1
Plum - tree	5 gal	2
Arbequina Olive (hardy olive) - tree	5 gal	3
Blueberries - bush	3 gal	8
Raspberries - bush	3 gal	7
Feijoa (Pineapple Guava) - bush	3 gal	5
Muscadines - bush	3 gal	6
Hardy Kiwi - bush	3 gal	2
Summersweet Clethra	3 gal	12
Virginia Sweetspire	3 gal	14
Wood Oats	1 gal	9
White Muhly Grass	1 gal	14
Perennials – mixed herbs/pollinators/natives	4-6 inch containers	200
Annuals – mixed vegetables & flowers	4-6 inch containers	200

TABLE 6
WILDFLOWER SEED MIXTURE
(Brockett Triangle)

This mix of grasses and forbs offers season-long color for diverse quail, songbird and pollinator habitat.

GA Piedmont UPL Meadow Mix Composition

41.7% *Schizachyrium scoparium*, 'Blaze' (Little Bluestem, 'Blaze')
 24.2% *Panicum anceps*, GA Ecotype (Beaked Panicgrass, GA Ecotype)
 15.0% *Elymus virginicus*, PA Ecotype (Virginia Wildrye, PA Ecotype)
 3.7% *Rudbeckia hirta*, Coastal Plain NC Ecotype (Blackeyed Susan, Coastal Plain NC Ecotype)
 3.0% *Chamaecrista fasciculata*, FL Ecotype (Partridge Pea, FL Ecotype)
 2.7% *Coreopsis lanceolata* (Lanceleaf Coreopsis)
 1.5% *Liatris spicata*, FL Ecotype (Marsh Blazing Star, FL Ecotype)
 1.3% *Rudbeckia fulgida* var. *fulgida*, Northern VA Ecotype (Orange Coneflower, Northern VA Ecotype)
 1.0% *Chamaecrista nictitans*, NC Ecotype (Sensitive Pea, NC Ecotype)
 1.0% *Eryngium yuccifolium*, SC Ecotype (Rattlesnake Master, SC Ecotype)
 1.0% *Helenium flexuosum*, VA Ecotype (Purplehead Sneezeweed, VA Ecotype)
 0.7% *Solidago speciosa*, Coastal Plain GA Ecotype (Showy Goldenrod, Coastal Plain GA Ecotype)
 0.7% *Vernonia gigantea*, FL Ecotype (Giant Ironweed, FL Ecotype)
 0.5% *Baptisia albescens*, SC Ecotype (Spiked Wild Indigo, SC Ecotype)
 0.3% *Silphium asteriscus* var. *laevicaule*, GA Ecotype (Starry Rosinweed, GA Ecotype)
 0.3% *Tradescantia ohiensis*, AL Ecotype (Ohio Spiderwort, AL Ecotype)
 0.3% *Vernonia angustifolia*, SC Ecotype (Tall Ironweed, SC Ecotype)
 0.2% *Coreopsis leavenworthii*, FL Ecotype (Leavenworth's Tickseed, FL Ecotype)
 0.2% *Coreopsis tripteris*, AL Ecotype (Tall Coreopsis, AL Ecotype)

RULES OF THE GARDEN

- Be a good neighbor and only pick the vegetables, herbs, and fruits that you and your family can consume within 1 day
- Do your part to keep a clean garden by removing trash when you see it.
- Please be courteous to your fellow neighbors by not cursing or smoking.
- Please watch your step. Plants cannot protect themselves from human or animals!



DEMONSTRATION PROJECT

Installation - May 2020



Owner – Mayor and City Council



Contractor – Shades of Green Permaculture



Project Engineer – Collaborative Infrastructure Services

CITY OF CLARKSTON

ITEM NO: 8K

COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: December 05, 2023

SUBJECT: To approve a resolution activating the Clarkston Downtown Development Authority.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

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

PURPOSE: To approve a resolution activating the Clarkston Downtown Development Authority.

NEED/ IMPACT: There are three main decisions for the City Council:

1. Establish the geographic area that will be the “downtown redevelopment area”.
2. Appoint 7 directors that meet the qualifications.
3. Choose which members will be appointed for 2, 4 or 6 year initial terms (the initial terms are staggered as listed in the resolution, subsequent terms are all four years).

RECOMMENDATION: The Council recommended having a Special Called City Council meeting later to discuss applicants.

RESOLUTIN NO. _____

A RESOLUTION TO DECLARE THE NEED FOR A DOWNTOWN DEVELOPMENT AUTHORITY TO FUNCTION IN THE CITY OF CLARKSTON, GEORGIA, PURSUANT TO THE PROVISION OF THE DOWNTOWN DEVELOPMENT AUTHORITIES LAW O.C.G.A. 36-42-1, et seq. TO APPOINT A BOARD OF DIRECTORS FOR THE DOWNTOWN DEVELOPMENT AUTHORITY; TO DESIGNATE A DOWNTOWN DEVELOPMENT AREA; TO PROVIDE FOR FILING WITH THE SECRETARY OF STATE OF THE STATE OF GEORGIA OF A COPY OF THIS RESOLUTION; TO REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES:

W I T N E S S E T H:

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

WHEREAS, it has been determined by the Mayor and City Council that revitalization and redevelopment of the central business district of the City by financing projects under the Downtown Development Authorities Law (1981 Ga. Laws p. 1744; O.C.G.A. 36-42-1, et seq. - the “Downtown Development Authorities Law”) will develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities and will promote the general welfare of the State of Georgia; and

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

WHEREAS, the Downtown Development Authorities Law creates in and for each municipal corporation in the State of Georgia a downtown development authority for the purpose of revitalizing and redeveloping the central business district of such municipal corporation and promoting for the public good and general welfare, trade, commerce, industry and employment opportunities and promoting the general welfare of the State of Georgia; and

WHEREAS, the Mayor and City Council, after thorough investigation, have determined that it is desirable and necessary that the Downtown Development Authority of the City be activated immediately, pursuant to the Downtown Development Authorities Law, in order to fulfill the needs expressed herein.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City, and it is hereby resolved by the same, that there is hereby determined and declared to be a present and future need for a Downtown Development Authority (as more fully described and defined in the Downtown Development Authorities Law) to function in the City.

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

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

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

BE IT FURTHER RESOLVED that the Mayor and City Council hereby find that the following directors appointed by this resolution are persons who, in the judgment of the governing body of the municipal corporation, either have or represent a party who has an economic interest in the redevelopment and revitalization of the downtown development area:

1. _____
2. _____
3. _____
4. _____

BE IT FURTHER RESOLVED that commencing with the effective date of this resolution each of the persons named above as directors shall serve in such capacity for the number of years set forth opposite his or her respective name, however, future appointments of directors appointed or reappointed shall be for four year terms. The term of a director (authority member) who is also a member of the governing body of a municipal corporation shall end when such director (member) is no longer a member of the governing body of the municipal corporation.

BE IT FURTHER RESOLVED that the Board of Directors appointed by this resolution shall organize itself, appoint its own officers, carry out its duties and responsibilities and exercise its powers and prerogatives in accordance with the terms and provision of the Downtown Development Authorities Law as it now exists and as it might hereafter be amended or modified.

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

BE IT FURTHER RESOLVED that the city clerk shall promptly file with the Secretary of State of the State of Georgia a certified copy of this resolution in compliance with the provisions of § 36-42-5(b).

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

BE IT FURTHER RESOLVED that this resolution shall be effective _____, and that from and after said date the Downtown Development Authority of the City shall be deemed to be created and activated.

SO RESOLVED this _____ day of _____, 20____.

Mayor Beverly H. Burks

Attest:

Tomika R. Mitchell, City Clerk

Approved as to form:

Stephen G. Quinn, City Attorney

QUALIFICATIONS FOR DDA DIRECTORS

Under the Georgia Downtown Development Law, there are 7 members (called “directors”) on each DDA. One of these directors can be a member of the governing body (Mayor or a Councilmember) and I understand that Clarkston does want to take this option. Therefore, the City Council will need to appoint six additional people to the DDA that meet the qualifications discussed below.

There are two parts to the qualifications of the DDA directors:

Part One – Residency or Business Owner/Operator:

At least five of the directors must be either:

- (a) a resident of the City of Clarkston; or
- (b) an owner or operator of a business located in the downtown development area that resides in DeKalb County.

One director can be an owner or operator of a business located in the downtown development area that resides in the State of Georgia (but not DeKalb County).

Part 2 – Economic Interest

Out of the 7 total directors (including the Mayor or Councilmember), four of them must also be “persons who, in the judgment of the governing body of the municipal corporation, either have or represent a party who has an economic interest in the redevelopment and revitalization of the downtown development area.” This is a somewhat vague standard that would include the owner/operators of businesses but could also include someone that owns commercial property in the downtown development area and possibly other persons.