



CLARKSTON COMMUNITY CENTER  
3701 COLLEGE AVE. ♦ CLARKSTON, GEORGIA 30021  
(404) 296-6489 ♦ [WWW.CLARKSTONGA.GOV](http://WWW.CLARKSTONGA.GOV)

*Mayor Beverly Burks*  
*Councilmembers:*

*Debra Johnson-Vice Mayor*  
*Jamie Carroll*  
*Susan Hood*

*Awet Eyasu*  
*Yterenickia Bell*

*Tammi Saddler Jones, Interim City Manager*

## CITY COUNCIL WORK SESSION AGENDA

**Tuesday, January 2, 2024 - 7:00PM**  
**Clarkston Community Center – Angora Hall**  
**3701 College Ave., Clarkston, GA 30021**

### 1. CALL TO ORDER

### 2. ROLL CALL

### 3. PUBLIC COMMENTS

Any member of the public may address questions or comments to the City Council referencing only agenda items after the Mayor and Council have had the opportunity to discuss the agenda item. Each attendee will be allowed 3 minutes for comments.

### 4. PRESENTATION/ ADMINISTRATIVE BUSINESS

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

### 5. OLD BUSINESS

### 6. NEW BUSINESS

A. To discuss selecting a Vice-Mayor.

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

C. To discuss reappointing the City Attorney.

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

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

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

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

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

### 7. ADJOURNMENT

#### **PUBLIC PARTICIPATION BY VIDEO CONFERENCE**

The City of Clarkston, Georgia will conduct the City Council Work Session at 7:00 p.m. on Tuesday, January 2, 2024. The public may participate in the meeting in-person or by using the following information below:

Register in advance for this webinar:

[https://us02web.zoom.us/webinar/register/WN\\_wSiS11vMS0-bhpJ6s1op6A](https://us02web.zoom.us/webinar/register/WN_wSiS11vMS0-bhpJ6s1op6A)

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

CITY OF CLARKSTON

ITEM NO: 4A

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Oath of Office

MEETING DATE: January 2, 2024

**SUBJECT:** Administering the Oath of Office to the re-elected and newly elected Councilmembers.

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

**NEED/ IMPACT:** The Municipal Court Judge will administer the Oath of Office to the re-elected Councilmembers Awet Eyasu and Debra Johnson and the newly elected Councilmember Mark Perkins.

**RECOMMENDATION:** N/A

CITY OF CLARKSTON

ITEM NO: 6A

CITY COUNCIL MEETING BUSINESS

HEARING TYPE:  
Work Session

AGENDA / MINUTES

ACTION TYPE:  
Discussion

MEETING DATE: January 2, 2024

**SUBJECT:** To review and discuss the selection of a Vice-Mayor.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☒ NO  
Pages:

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

**PURPOSE:** To review and discuss selection of a Vice-Mayor for 2024.

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

**RECOMMENDATION:**  
N/A

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: 6B

HEARING TYPE:  
Work Session

BUSINESS AGENDA / MINUTES

MEETING DATE: January 2, 2024

ACTION TYPE:  
Discussion

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

DEPARTMENT: Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO  
Pages: 10

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

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

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

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

RESOLUTION NO. \_\_\_\_\_

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

\* \* \* \* \*

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

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

PASSED, APPROVED and RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Beverly H. Burks, Mayor

ATTEST:

\_\_\_\_\_  
Tomika R. Mitchell, City Clerk

“Exhibit A”



December 26, 2023

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

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

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

**Audit Scope and Objectives**

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

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

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

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

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

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

#### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

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

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

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

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

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

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

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to

prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

#### **Audit Procedures—Internal Control**

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

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

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

#### **Audit Procedures—Compliance**

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

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect

on each of the City of Clarkston's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Clarkston's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

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

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

### **Responsibilities of Management for the Financial Statements and Single Audit**

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

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

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

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

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures

of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

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

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

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

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a

means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

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

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

### **Engagement Administration, Fees, and Other**

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

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

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

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

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

will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

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

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

### **Reporting**

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

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

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

Sincerely,

MAULDIN & JENKINS, LLC



Josh Carroll

RESPONSE:

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

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

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

CITY OF CLARKSTON

ITEM NO: 6C

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Discussion

MEETING DATE: January 2, 2024

**SUBJECT:** To review and discuss reappointing the City Attorney.

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 review and discuss continuing services with the City Attorney, Stephen Quinn of Wilson, Morton & Downs, LLC.

**NEED/ IMPACT:** The City Attorney will continue to provide legal representation of the City.

**RECOMMENDATION:** N/A

CITY OF CLARKSTON

ITEM NO: 6D

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Discussion

MEETING DATE: January 2, 2024

**SUBJECT:** To review and discuss a resolution authorizing the reappointment of the Municipal Court Judge.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO  
Pages:

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

**PURPOSE:** To review and discuss the reappointment of the Municipal Court Judge David Will.

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

**RECOMMENDATION:** Staff recommends reappointing the Municipal Court Judge David Will.

RESOLUTION NO. \_\_\_\_\_

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

\* \* \* \* \*

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

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

PASSED, APPROVED and RESOLVED this \_\_\_\_\_ day of January 2024.

\_\_\_\_\_  
Beverly H. Burks, Mayor

ATTEST:

\_\_\_\_\_  
Tomika R. Mitchell, City Clerk

## EXHIBIT A

## **CONTRACT TO PROVIDE MUNICIPAL JUDGE SERVICES**

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

### **W I T N E S E T H:**

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

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

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

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

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

1. Duties. The CITY hereby contracts with DAVID C. WILL to perform all functions and duties specified in Section 3.06 of the Charter of the CITY OF CLARKSTON and to perform such other legally permissible and proper duties and functions as said position shall require. These duties shall include, but are not limited to, the following:
  - a. Provide an overview of the Municipal Court judicial function, including pretrial conferences, scheduling of pro tem judges, and annual reviews of the financial condition of the Municipal Court system;
  - b. Preside over criminal cases, traffic cases, parking cases, municipal ordinance cases, arraignments, trials, and hearings and set forth the courtroom calendar;

- c. Develop and carry out policies for trial procedures, including the adoption of an appropriate bail schedule;
  - d. Coordinate with the City Solicitor and Court Clerk to reduce or eliminate backlog of pending cases;
  - e. Review annually data gathered by the CITY regarding cases generated by the Clarkston Police Department which are being filed in the Municipal Court;
  - f. Prepare an annual report concerning Municipal Court operations and personally present that report to the City Council;
  - g. Annually review and recommend changes to the Clarkston Municipal Code which relate to Municipal Court;
  - h. Make recommendations to the CITY to improve the financial or other operating conditions of the Court; and
  - i. Appoint a qualified member of the State Bar of Georgia to serve as Public Defender for the Municipal Court pursuant to O.C.G.A. § 36-32-1(f).
2. Independent Contractor. In performing the duties of Municipal Court Judge, DAVID C. WILL shall serve as an independent contractor and not as an employee of the CITY. The CITY shall have no right or responsibility to control or influence the manner in which he carries out his judicial responsibilities, save and except that DAVID C. WILL agrees to carry out his duties in a timely, consistent, and impartial manner. If any employee or agent of DAVID C. WILL's is tasked to assist with the duties of DAVID C. WILL under this agreement such employee/agent shall remain solely employee/agent of DAVID C. WILL. DAVID C. WILL agrees to comply with Title 34, Chapter 9 and all other applicable laws as to such persons.
3. Pro Tem Services. While it is agreed that DAVID C. WILL shall personally serve as Municipal Judge and shall be available to fill the duties of that office generally not less than eighty percent of the time, it

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

- a. On or before the 1<sup>st</sup> of January of each and every year this contract remains in effect, DAVID C. WILL shall submit to the City Council the names of those persons whom he wishes to nominate as pro tem judges for the 12 months following the date of such appointment. These persons shall all be members of the Georgia State Bar, in good standing, and must be satisfactory to the City Council of the CITY. Upon receiving such list of proposed pro tem judges, the City Council shall, at its next regularly scheduled meeting, or as soon thereafter as may be convenient, review the list of persons nominated by DAVID C. WILL and approve or deny their appointment as pro tem municipal judges. Any pro tem municipal judge shall also be an independent contractor and not an employee of the City of Clarkston and shall exercise the same functions, duties, powers, and responsibilities as those assumed by DAVID C. WILL pursuant to this agreement.
  - b. DAVID C. WILL shall compensate all pro tem municipal judges at his own expense and upon such terms as he and they may agree.
  - c. DAVID C. WILL shall make a reasonable effort to maintain a pool of at least two pro tem municipal judges and shall endeavor to rotate pro tem services evenly among the approved pro tem pool so that all will be reasonably familiar with Municipal Court procedures should their service be necessary.
  - d. DAVID C. WILL shall instruct all pro tem municipal judges concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible.
4. Term. This Agreement shall commence on the date set forth on page one and shall continue until December 31, 2024. This contract may be renewed annually upon the terms set forth herein or upon any other terms

mutually acceptable to both parties.

5. Compensation. Effective January 1, 2024, the compensation shall be \$2,000 monthly. Payment shall be made on or before the last working day of each month this Agreement remains in effect.
6. Removal. DAVID C. WILL may be removed from his position as Municipal Judge during the term of this Agreement for the reasons and upon the procedures set forth in O.C.G.A. § 36-32-2.2.
7. Hours of Work. It is recognized that the hours devoted by the judge in the performance of his responsibilities may vary with the caseload of the Court. The judge shall report, when requested by the City Council, an account describing the amount of time he is devoting to his judicial duties.
8. Periodic Review. The City Council may review the performance and compensation of the Municipal Court Judge by such method and at such times as the Council shall deem appropriate.
9. Dues and Subscriptions. The Municipal Court Judge shall maintain membership in the Georgia Council of Municipal Court Judges and all fees required for such membership shall be paid by the CITY. In addition, the CITY encourages the Municipal Judge to participate in national, regional, and state and local associations and organizations necessary and desired for his continued professional growth and advancement and to improve his performance as Municipal Judge of the CITY OF CLARKSTON. Should the Municipal Judge desire to incur any expenditure for any of the proposed activities outlined above, he may obtain prior consent from the City Manager of the CITY OF CLARKSTON, in which event the CITY shall be obligated to reimburse for such pre-authorized expenses.
10. Professional Development. The CITY agrees to reimburse the Municipal Judge for registration, travel, and subsistence expenses for professional and office travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the Municipal Judge. The procedures for reimbursement referred to in paragraph 9 above shall apply to expenses incurred pursuant to this paragraph as well.
11. General Provisions. This Agreement shall constitute the entire agreement

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

CITY OF CLARKSTON:

\_\_\_\_\_  
Beverly H. Burks, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
DAVID C. WILL

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tomika Mitchell, City Clerk

Approved as to Form:

Stephen Quinn  
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 6E

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Discussion

MEETING DATE: January 2, 2024

**SUBJECT:** To review and discuss a resolution authorizing the reappointment of the Municipal Court Solicitor.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO  
Pages:

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

**PURPOSE:** To review and discuss a resolution authorizing the reappointment of the Municipal Court Solicitor Christopher Diwan.

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

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

RESOLUTION NO. \_\_\_\_\_

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

\* \* \* \* \*

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

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

PASSED, APPROVED and RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Beverly H. Burks, Mayor

ATTEST:

\_\_\_\_\_  
Tomika R. Mitchell, City Clerk

## EXHIBIT A

## **CONTRACT TO PROVIDE PROSECUTING ATTORNEY SERVICES TO CLARKSTON MUNICIPAL COURT**

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

### **W I T N E S S E T H:**

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

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

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

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

1. Duties. The CITY hereby contracts with CHRISTOPHER DIWAN to perform all functions and duties of the prosecuting attorney of t4h Clarkston Municipal Court (i.e., serve as City Solicitor) and to perform such other legally permissible and proper duties and functions as said position shall require. These duties shall include, but are not limited to, the following:
  - a. Prosecute cases within the jurisdiction of the City Charter, Ordinances, and Georgia State Statutes that are within the original jurisdiction of the Clarkston Municipal Court;
  - b. Perform advanced professional legal work involving the prosecution of defendants in misdemeanor criminal cases;
  - c. Participate in administrative and research functions in civil areas when so directed by the City Manager;

- d. Report to the City Manager as requested regarding the functions of the Municipal Court system;
  - e. Collaborate with the Municipal Court Judge to develop and carry out policies for trial procedures;
  - f. Coordinate with the Municipal Court Judge, Public Defender and Court Clerk to reduce or eliminate backlog of pending cases;
  - g. Annually review data gathered by the CITY regarding cases generated by the Clarkston Police Department and filed in the Municipal Court;
  - h. Prepare an annual report concerning Municipal Court operations and results and personally present that report to the City Council;
  - i. Annually review and recommend changes to the Clarkston Municipal Code which relate to Municipal Court; and
  - j. Make recommendations to the CITY to improve the financial or other operating conditions of the Court.
2. Independent Contractor. In performing the duties of City Solicitor, CHRISTOPHER DIWAN shall serve as an independent contractor and not as an employee of the CITY. The CITY shall have no right or responsibility to control or influence the manner in which he carries out his prosecutorial responsibilities, save and except that CHRISTOPHER DIWAN agrees to carry out his duties in a timely, consistent, fair and effective manner.
3. Term. This Agreement shall commence on the date set forth on page one and shall continue until December 31, 2024. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties. Notwithstanding the foregoing, CHRISTOPHER DIWAN shall serve at the pleasure of the City Council. No rights, responsibilities, salary, or other benefits shall extend beyond the term of this Agreement and nothing in this Agreement shall be deemed

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

4. Compensation. Effective January 1, 2024, the compensation shall be \$1,000 monthly. Payment shall be made on or before the last working day of each month this Agreement remains in effect.
5. Hours of Work. It is recognized that the hours devoted by the Solicitor in the performance of his responsibilities may vary with the caseload of the Court. The Solicitor shall report to the City Manager upon request the amount of time he is devoting to his duties as Solicitor.
6. Periodic Review. The City Council may review the performance and compensation of the City Solicitor by such method and at such times as the Council shall deem appropriate.
7. Dues and Subscriptions. The City Solicitor shall maintain membership in an appropriate statewide organization for City Solicitors and all fees required for such membership shall be paid by the CITY. In addition, the CITY encourages the City Solicitor to participate in national, regional, and state and local associations and organizations necessary and desired for her continued professional growth and advancement and to improve her performance as City Solicitor. Should the City Solicitor desire to incur any expenditure for any of the proposed activities outlined above, she may obtain prior consent from the City Manager of the CITY OF CLARKSTON, in which event the CITY shall be obligated to reimburse for such pre-authorized expenses.
8. Professional Development. The CITY agrees to reimburse the City Solicitor for registration, travel, and subsistence expenses for professional and office travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the City Solicitor. The procedures for reimbursement referred to in paragraph 7 above shall apply to expenses incurred pursuant to this paragraph as well.
9. General Provisions. This Agreement shall constitute the entire agreement between the parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the

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

CITY OF CLARKSTON:

CHRISTOPHER DIWAN

\_\_\_\_\_  
Beverly H. Burks, Mayor

\_\_\_\_\_  
Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tomika Mitchell, City Clerk

Approved as to Form:

Stephen Quinn  
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 6F

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Discussion

MEETING DATE: January 2, 2024

**SUBJECT:** To review and discuss payments to Ikon Filmworks for audio-visual services for council work sessions, council meetings, and special called meetings in the amount of \$9,010 for the months of November and December 2023 and for any future services in 2024.

DEPARTMENT: City Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO  
Pages: 4

INFORMATION CONTACT: Tammi Saddler Jones  
PHONE NUMBER: 404-296-6489

**PURPOSE:** To review and discuss payments to Ikon Filmworks for audio-visual services for council work sessions, council meetings, and special called meetings in the amount of \$9,010 for the months of November and December 2023 and for any future services in 2024.

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

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

**RECOMMENDATIONS:**

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



**IKON**  
FILMWORKS

#### Provider

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

#### Customer

City of Clarkston  
tsjones@cityofclarkston.com

#### Invoice No.

#INV-20231208-113410

#### Date

12/08/2023

#### Due Date

01/07/2024

# INVOICE

| Item                                               | Description                                                                                                                                                                                      | Price/Unit | Qty | Price            |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|------------------|
| City Council Meeting 11/28<br>Videography Services | Streaming services for :<br>11/28                                                                                                                                                                | \$1300.00  | 1   | \$1300.00        |
| Audio Services                                     | 11/28<br>Meeting Audio <ul style="list-style-type: none"><li>• 2 speakers</li><li>• Audio Mixer</li><li>• 1 Audio Technician</li><li>• 1 Audio Snake</li><li>• Overflow Audio services</li></ul> | \$1900.00  | 1   | \$1900.00        |
| TV Monitoring Services                             | <ul style="list-style-type: none"><li>• 2 65 inch Television Monitors</li><li>• Cabling Services</li><li>• Video Distribution Services</li></ul>                                                 | \$800.00   | 1   | \$800.00         |
| Delivery Services                                  |                                                                                                                                                                                                  | \$275.00   | 1   | \$275.00         |
| Zoom Encoding Services                             |                                                                                                                                                                                                  | \$230.00   | 1   | \$230.00         |
| Subtotal                                           |                                                                                                                                                                                                  |            |     | \$4505.00        |
| 0%                                                 |                                                                                                                                                                                                  |            |     | \$0.00           |
| Total                                              |                                                                                                                                                                                                  |            |     | <b>\$4505.00</b> |

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

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

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

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

You can cancel or reschedule an appointment by emailing us at [jhammond@ikonfilmworks.com](mailto:jhammond@ikonfilmworks.com), texting 404.939.4670, or calling our office at 404.939.4670.

Thank you for your business.



**IKON**  
FILMWORKS

#### Provider

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

#### Customer

City of Clarkston  
tsjones@cityofclarkston.com

#### Invoice No.

#INV-20231208-113411

#### Date

12/08/2023

#### Due Date

01/07/2024

# INVOICE

| Item                                           | Description                                                                                                                                                                                     | Price/Unit | Qty | Price            |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|------------------|
| City Council Meeting 12/5 Videography Services | Streaming services for :<br>12/5                                                                                                                                                                | \$1300.00  | 1   | \$1300.00        |
| Audio Services                                 | 12/5<br>Meeting Audio <ul style="list-style-type: none"><li>• 2 speakers</li><li>• Audio Mixer</li><li>• 1 Audio Technician</li><li>• 1 Audio Snake</li><li>• Overflow Audio services</li></ul> | \$1900.00  | 1   | \$1900.00        |
| TV Monitoring Services                         | <ul style="list-style-type: none"><li>• 2 65 inch Television Monitors</li><li>• Cabling Services</li><li>• Video Distribution Services</li></ul>                                                | \$800.00   | 1   | \$800.00         |
| Delivery Services                              |                                                                                                                                                                                                 | \$275.00   | 1   | \$275.00         |
| Zoom Encoding Services                         |                                                                                                                                                                                                 | \$230.00   | 1   | \$230.00         |
| Subtotal                                       |                                                                                                                                                                                                 |            |     | \$4505.00        |
| 0%                                             |                                                                                                                                                                                                 |            |     | \$0.00           |
| Total                                          |                                                                                                                                                                                                 |            |     | <b>\$4505.00</b> |

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

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

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

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

You can cancel or reschedule an appointment by emailing us at [jhammond@ikonfilmworks.com](mailto:jhammond@ikonfilmworks.com), texting 404.939.4670, or calling our office at 404.939.4670.

Thank you for your business.

CITY OF CLARKSTON

ITEM NO: 6G

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Discussion

MEETING DATE: January 2, 2024

**SUBJECT:** To review and discuss the date(s) for the 2024 Mayor, Council, and Staff Retreat.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO  
Pages:

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

**PURPOSE:** To review and discuss the date(s) for the 2024 Mayor, Council, and Staff Retreat

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

**RECOMMENDATION:** N/A

CITY OF CLARKSTON

ITEM NO: 6H

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Discuss

MEETING DATE: January 2, 2024

**SUBJECT:** Discussion to determine propose projects for the 2023 and 2024 Local Maintenance & Improvement Grant (LMIG) funding.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO  
Pages:

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

**PURPOSE:** Discussion to determine proposed projects for the 2023 and 2024 LMIG Funding

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

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

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

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

**RECOMMENDATION:** N/A

January 2<sup>nd</sup>, 2024

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

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

Dear Mr. Wright:

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

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

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

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

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

Sincerely,

Tammi Saddler Jones  
Interim City Manager

Attachment (s)

1/2/2024

**CLARKSTON**  
**LMIG PROJECT HISTORY**  
**FY12-FY24**

| LMIG FY  | PROJECT NAME                                                           | PROJECT DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12       | Patching & Resurfacing 4 City Streets                                  | <ul style="list-style-type: none"> <li>Chalmers Ct, Mountbury Ct, Waterbury St, Nielson Drive</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 13       | East Ponce de Leon Drainage Improvements                               | <ul style="list-style-type: none"> <li>Replace culvert and 2 catch basins on East Ponce de Leon between 4317 and 4329 East Ponce to correct roadway flooding</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 14       | Montreal Rd Sidewalk Installation                                      | <ul style="list-style-type: none"> <li>From North Indian Creek to East Ponce de Leon – install new sidewalks/handrails, reset existing granite curb, replace 3<sup>rd</sup> lane on Montreal with a small pocket park, and ADA ramps at all driveways and streets</li> <li>City funded all landscape improvements including bench. Cost share with Title Maxx to install decorative fence to stop all pedestrians from walking across new landscaping</li> <li>Design in-house with CIS; saved city \$30k design fees</li> </ul>                                                                                                                                                                        |
| 15       | East Ponce de Leon PH I Sidewalk Replacement                           | <ul style="list-style-type: none"> <li>Montreal Rd to West Smith Street</li> <li>Install new driveways to reduce traffic conflicts (open asphalt along property frontages with no driveways)</li> <li>Install defined driveways with ramps, replace existing 3 ft. sidewalk with 5 ft. sidewalks; install new granite curb, new concrete driveway aprons</li> <li>Install landscape islands with granite curb and new landscaping</li> <li>In-house design with CIS saved city \$20k in fees</li> </ul>                                                                                                                                                                                                 |
| 16/17    | East Ponce de Leon PH II Sidewalk Replacement                          | <ul style="list-style-type: none"> <li>West Smith Street to 4392 East Ponce de Leon</li> <li>Coordination with future Friendship Forest concept design for driveway and sidewalk</li> <li>Replace existing sidewalks, new ADA ramps, pedestrian handrail, reconstruct existing driveways with larger radii and concrete aprons where possible</li> <li>In-house design by CIS saved city \$30k in fees</li> </ul>                                                                                                                                                                                                                                                                                       |
| 17       | East Ponce de Leon PH III Sidewalk Replacement                         | <ul style="list-style-type: none"> <li>Market Street to Montreal Rd</li> <li>CIS pursued new (1 year availability only) grant funds from GDOT - \$95k</li> <li>Install new driveways to reduce traffic conflicts (open asphalt along property frontages with no driveways). Close coordination/communication with owners to ensure traffic flow, handrails, opaque fence to reduce visibility of used car storage</li> <li>Install landscape islands with granite curb and new landscaping</li> <li>New crosswalk</li> <li>Coordination with streetscape design at the Market/East Ponce intersection for sidewalk connectivity</li> <li>In-house design by CIS saved city \$15k design fees</li> </ul> |
| 18/19/20 | Rowland Street Road Diet                                               | <ul style="list-style-type: none"> <li>Market St to North Indian Creek; Rogers St from Market to NIC</li> <li>Resurfacing, drainage, stormwater enhancements, new granite curb, signage and striping</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 21       | Resurfacing 2 City Streets                                             | <ul style="list-style-type: none"> <li>Vaughan St &amp; Clarkston Industrial Blvd</li> <li>Milling and Resurfacing</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 22       | Church St and Lovejoy St. Sidewalks<br>(LMIG Allocation - \$91,600.45) | <ul style="list-style-type: none"> <li>New sidewalk at Mell Ave pocket park to Lovejoy and Lovejoy from Church St. to PATH Trail</li> <li>Reconstruct existing driveways, ADA ramps, 5 ft. sidewalks (where feasible – avoid trees), pervious sidewalks at trees, retaining wall, one bench</li> <li>Require city approval to begin work in March 2023</li> </ul>                                                                                                                                                                                                                                                                                                                                       |
| 23       | Projects TBD by Council                                                | <ul style="list-style-type: none"> <li>Rollover Funds FY 23 LMIG FUNDS AVAILABLE = 93,532.50</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 24       | Projects TBD by Council                                                | <ul style="list-style-type: none"> <li>FY 24 LMIG FUNDS AVAILABLE = \$110,910.68</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

**TOTAL FY 23 & 24 = \$204,443.18**

# LOCAL MAINTENANCE & IMPROVEMENT GRANT RECENT HISTORY

12/22/2023

## LMIG 2021

**Contract Name: Vaughan Street & Clarkston Industrial Blvd. Resurfacing**

| LMIG Application Project Name                             | Contract Amount (C) | LMIG Acceptable Contract Pay Items                                                                                                                     | LMIG Allocation (A) | LMIG + 30% is the Min. City Match (B) | PROJECT STATUS     |
|-----------------------------------------------------------|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------|--------------------|
| Vaughan Street and Clarkston Industrial Blvd. Resurfacing | \$143,916           | <ul style="list-style-type: none"><li>• Milling &amp; Paving</li><li>• Striping</li><li>• Roadway patching</li><li>• Concrete driveway apron</li></ul> | \$86,223.77         | \$112,090.90<br>(match met)           | Completed<br>FY 22 |

## LMIG 2022

**Contract Name: Church and Lovejoy Street Sidewalk Installation**

| LMIG Application Project Name                 | Contract Amount (C) | Project Tasks                                                                                                                                                                                                                                                                                                                                                                           | LMIG Allocation (A) | LMIG + 30% is the Min. City Match (B) | Project Status     |
|-----------------------------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------|--------------------|
| Church & Lovejoy Street Sidewalk Installation | \$160,710           | <ul style="list-style-type: none"><li>• Driveway reconstruction and retaining wall</li><li>• Raise existing granite curb</li><li>• 5 ft. concrete sidewalk and pervious concrete at tree canopy areas</li><li>• Tree installations (not LMIG eligible) &amp; clearing of underbrush for clean appearance</li><li>• Bench installation (not LMIG eligible)</li><li>• ADA ramps</li></ul> | \$91,600.45         | \$119,080.59<br>(match met)           | Completed<br>FY 23 |

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

***TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.***

**LOCAL GOVERNMENT INFORMATION**

Date of Application: 1/2/2024

Name of local government: City of Clarkston

Address: 1055 Rowland Street

Contact Person and Title: Tammi Saddler Jones

Contact Person's Phone Number: (404) 296- 6489 Ext. 421

Contact Person's Fax Number: NA

Contact Person's Email: tsjones@cityofclarkston.com

Is the Priority List attached? YES

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

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

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

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

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

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

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

Local Government:

\_\_\_\_\_  
E-Verify Number

\_\_\_\_\_(Signature)

Sworn to and subscribed before me,

\_\_\_\_\_(Print)

This \_\_\_\_ day of \_\_\_\_, 20\_\_.

Mayor / Commission Chairperson

In the presence of:

\_\_\_\_\_(Date)

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

\_\_\_\_\_  
My Commission Expires:

NOTARY SEAL:

**FOR GDOT USE ONLY**

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

This \_\_\_\_ day of \_\_\_\_, 20\_\_.

\_\_\_\_\_  
GDOT Office of Local Grants

# CLARKSTON LMIG 23/24 PROPOSED PROJECTS

(GDOT accepted project types)

| STAFF<br>RECOMMENDATION<br>(ranking from #1 to<br>#8 with #1 as<br>highest) | ROAD<br>SEGMENT                                | TO                       | FROM             | LENGTH(<br>FEET) | DESCRIPTION OF WORK                                                                                                                                                                                                                               | EST.<br>COST | Pro's                                                                                                                                                                                                                                                                              | Con's                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------|------------------------------------------------|--------------------------|------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 <sup>a</sup>                                                              | CHURCH<br>STREET                               | 3895<br>CHURCH<br>STREET | MARKET<br>STREET | 700              | RESET GRANITE CURB (1530 LF),<br>REMOVE AND CONSTRUCT 5'<br>CONCRETE SIDEWALK (175 SY),<br>3- ADA TYPE D WITH YELLOW<br>TRUNCATED DOMES, GRADING<br>COMPLETE, TRAFFIC CONTROL,<br>55 LF-6-INCH CONCRETE CURB,<br>SOD                              | \$105,000    | <ul style="list-style-type: none"> <li>Provides the next phase of ADA compliant sidewalk system on Church St within the downtown area with significant pedestrian activity</li> </ul>                                                                                              | <ul style="list-style-type: none"> <li>Will need to add another project to satisfy city LMIG match requirements</li> </ul>                                                                                                                                      |
| 10                                                                          | GINA DRIVE                                     | BROCKETT<br>ROAD         | CHAMPION<br>WAY  | 470              | MILLING 1.5 INCHES,<br>RESURFACING WITH 1.5 INCHES<br>9.5 TYPE 2 WITH LIME, TWO<br>STOP BARS, CROSSWALK,<br>TRAFFIC CONTROL                                                                                                                       | \$ 91,250    | <ul style="list-style-type: none"> <li>Resurfacing a city street</li> </ul>                                                                                                                                                                                                        | <ul style="list-style-type: none"> <li>Very low traffic volume road that primarily serves commercial activity. Other streets exist to serve these commercial sites</li> <li>Will need to add another project to satisfy city LMIG match requirements</li> </ul> |
| 9                                                                           | COLLEGE AVE<br>(WITH SIDEWALK<br>CONSTRUCTION) | MARKET<br>STREET         | ROGERS<br>STREET | 1,310            | MILLING 1.5 INCHES,<br>RESURFACING WITH 1.5 INCHES<br>9.5 TYPE 2 WITH LIME, INSTALL<br>3 SPEED TABLES, TWO STOP<br>BARS, CROSSWALK, 455 LF 5'<br>SIDEWALKS, RETAINING WALL,<br>RESET 2140 LF RECYCLED<br>GRANITE CURB, GRADING<br>TRAFFIC CONTROL | \$390,000    | <ul style="list-style-type: none"> <li>Provides additional pedestrian access to downtown.</li> <li>Provides another pedestrian linkage from the Market Street neighborhoods to downtown</li> <li>Corrects drainage issues – complaints from 2 property owners regarding</li> </ul> | <ul style="list-style-type: none"> <li>High cost – approximately 130,000 more than 2 years LMIG/City match of \$260,000</li> <li>Relocating gardens and other shrubbery within city R/W</li> <li>Grading for retaining wall</li> </ul>                          |

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

|                |                                   |                        |               |       |                                                                                                                     |           |                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                      |
|----------------|-----------------------------------|------------------------|---------------|-------|---------------------------------------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8              | MONTREAL ROAD GUARDRAIL AT BRIDGE | MONTREAL ROAD          | MONTREAL ROAD | 200   | REMOVE AND REPLACE (200 LF) GUARDRAIL TYPE 2, TRAFFIC CONTROL, GRADE, CONSTRUCT GRAVITY WALL, RECONSTRUCT SIDEWALKS | \$250,000 | <ul style="list-style-type: none"> <li>Roadway safety project that has been on the city maintenance list to repairs for 10 years</li> </ul>                                                                                      | <ul style="list-style-type: none"> <li>All improvements will be replaced if the NIC Road Diet Project is constructed</li> <li></li> </ul>                                                                                                                                                                            |
| 2 <sup>a</sup> | BROCKETT ROAD                     | EAST PONCE DE LEON AVE | HWY 78        | 350   | REMOVE AND CONSTRUCT 35-ADA TYPE D PEDESTRIAN RAMPS WITH TRUNCATED DOMES, TRAFFIC CONTROL                           | \$90,000  | <ul style="list-style-type: none"> <li>Improve pedestrian accessibility</li> <li>High pedestrian volumes</li> </ul>                                                                                                              | <ul style="list-style-type: none"> <li>Relatively low cost improvements with little negative impact to adjoining commercial and apartment complex's</li> <li>Will need to add another project to satisfy city LMIG match requirements depending on the bids submitted</li> </ul>                                     |
| 5              | JOLLY AVE                         | BACON STREET           | MELL AVE      | 1,410 | MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TRAFFIC CONTROL                               | \$165,000 | <ul style="list-style-type: none"> <li>Simple project with little negative impact to residential property owners</li> <li>Pavement is in fair condition</li> <li>Traffic volumes greater on Jolly than Maclaren Drive</li> </ul> | <ul style="list-style-type: none"> <li>Will need to add another project to satisfy city LMIG match requirements depending on the bids submitted</li> </ul>                                                                                                                                                           |
| 4 <sup>a</sup> | Clark Street                      | Smith Street           | Cul-de-sac    | 845   | MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TRAFFIC CONTROL                               | \$115,000 | <ul style="list-style-type: none"> <li>Simple project with little negative impact to residential property owners</li> <li>Pavement is in fair condition</li> </ul>                                                               | <ul style="list-style-type: none"> <li>Will need to add another project to satisfy city LMIG match requirements depending on the bids submitted</li> <li>City detention pond project on Clark Street will include Curb and Gutter and possible construction equipment damage to a portion of Clark Street</li> </ul> |

|                |                |              |                |     |                                                                                       |           |                                                                                                                                                                        |                                                                                                                                                                                               |
|----------------|----------------|--------------|----------------|-----|---------------------------------------------------------------------------------------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6 <sup>b</sup> | Lincoln Street | Clark Street | Smith Street   | 390 | MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TRAFFIC CONTROL | \$53,000  | <ul style="list-style-type: none"> <li>• Simple project with little negative impact to residential property owners</li> <li>• Pavement is in poor condition</li> </ul> | <ul style="list-style-type: none"> <li>• Will need to add another project to satisfy city LMIG match requirements depending on the bids submitted</li> <li>• Minor traffic volumes</li> </ul> |
| 6 <sup>b</sup> | Lester Street  | Clark Street | Smith Street   | 280 | MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TRAFFIC CONTROL | \$38,000  | <ul style="list-style-type: none"> <li>• Simple project with little negative impact to residential property owners</li> <li>• Pavement is in poor condition</li> </ul> | <ul style="list-style-type: none"> <li>• Will need to add another project to satisfy city LMIG match requirements depending on the bids submitted</li> <li>• Minor traffic volumes</li> </ul> |
| 4 <sup>a</sup> | Smith Street   | Montreal Rd  | Lincoln Street | 720 | MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TRAFFIC CONTROL | \$105,000 | <ul style="list-style-type: none"> <li>• Simple project with little negative impact to residential property owners</li> <li>• Pavement is in poor condition</li> </ul> | <ul style="list-style-type: none"> <li>• Will need to add another project to satisfy city LMIG match requirements depending on the bids submitted</li> </ul>                                  |
| 6 <sup>b</sup> | Trimble Street | Clark Street | Dead End       | 22  | MILLING 1.5 INCHES, RESURFACING WITH 1.5 INCHES 9.5 TYPE 2 WITH LIME, TRAFFIC CONTROL | \$34,000  | <ul style="list-style-type: none"> <li>• Simple project with little negative impact to residential property owners</li> <li>• Pavement is in poor condition</li> </ul> | <ul style="list-style-type: none"> <li>• Will need to add another project to satisfy city LMIG match requirements depending on the bids submitted</li> <li>• Minor traffic volumes</li> </ul> |

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

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

Gina Drive from Brockett Road to Champion Way

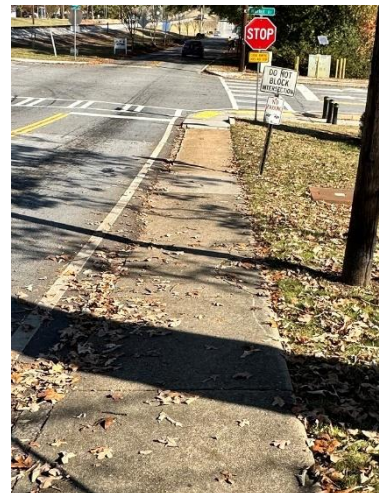
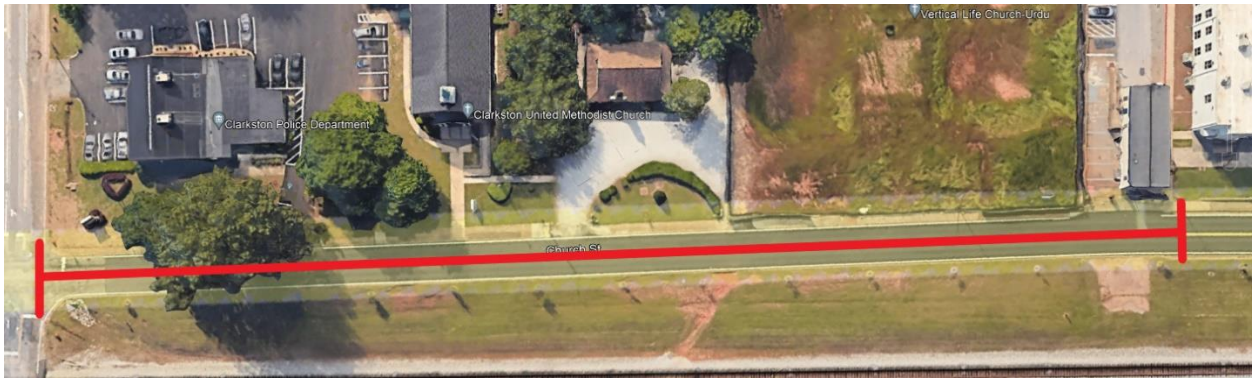


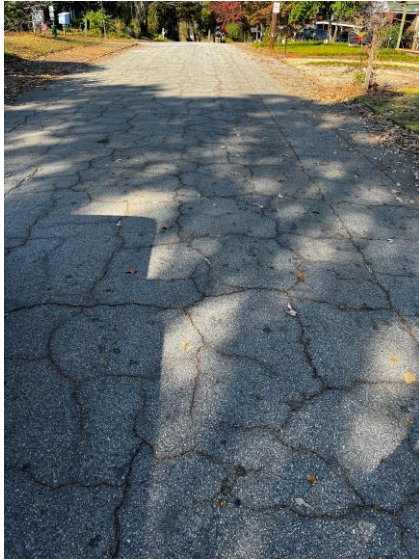
College Ave from Market Street to Rogers Street



## MAP SECTIONS AND PICTURES

Church Street from Market Street to 3895 Church Street





North Indian Creek Drive from Smith Street to Cul-de-sac



Maclaren Drive from Market Street to Cul-de-sac



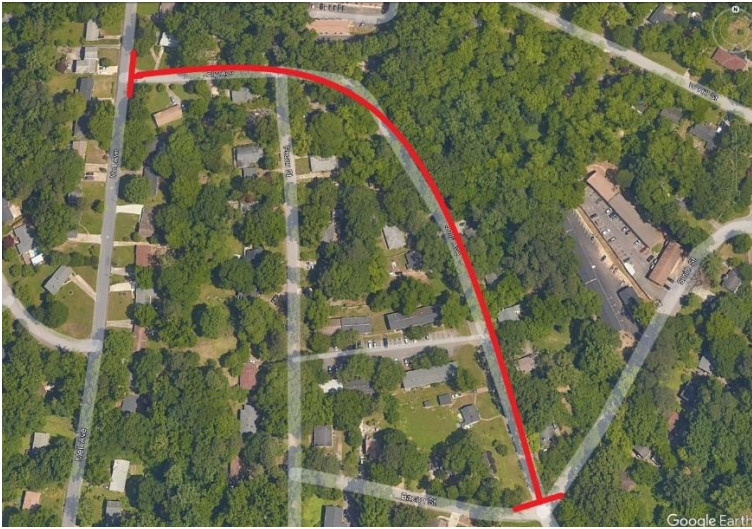
Montreal Drive Guardrail



BROCKETT ROAD FROM EAST PONCE DE LEON TO 1353 BROCKETT ROAD



Jolly Ave from Bacon Street to Mell Ave





Clark Street

Trimble Street

Bacon Street

Lester Street

Smith Street



1/2/2024

## CLARKSTON

### LMIG PROJECT HISTORY

**FY18-24**

| LMIG FY  | PROJECT NAME                        | PROJECT LIMITS/DESCRIPTION                                                                                                                                                                                                                                                  | STATUS                                                                                                                                                                                                                        |
|----------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 18/19/20 | Rowland Street Road Diet            | <ul style="list-style-type: none"> <li>• Market St to North Indian Creek; Rogers St from Market to NIC</li> <li>• Resurfacing, drainage, stormwater enhancements, new granite curb, signage and striping</li> </ul>                                                         | <ul style="list-style-type: none"> <li>• Completed August 2022</li> <li>• Exceeded 30% local match</li> </ul>                                                                                                                 |
| 21       | Resurfacing 2 City Streets          | <ul style="list-style-type: none"> <li>• Vaughan St, Clarkston Industrial Blvd and Carroll Park Drive</li> <li>• Milling and Resurfacing</li> </ul>                                                                                                                         | <ul style="list-style-type: none"> <li>• Completed August 2022</li> <li>• Exceeded 30% local match</li> </ul>                                                                                                                 |
| 22       | Church St and Lovejoy St. Sidewalks | <ul style="list-style-type: none"> <li>• New sidewalk at Mell Ave pocket park to Lovejoy and Lovejoy from Church St. to PATH Trail</li> <li>• Reconstruct existing driveways, ADA ramps, 5 ft. sidewalks, pervious sidewalks at trees, retaining wall, one bench</li> </ul> | <ul style="list-style-type: none"> <li>• Advertised to-bid October 2022</li> <li>• City council selection of low bidder on February 7, 2023</li> <li>• Low bid exceeded local match</li> <li>• Project is complete</li> </ul> |
| 23       | TBD                                 | Refer to the attached potential list of projects to be selected by council                                                                                                                                                                                                  | <ul style="list-style-type: none"> <li>• Request FY 23 funds to be rolled over into FY 24 for 2 years of LMIG funding</li> </ul>                                                                                              |
| 24       | TBD                                 | Refer to the attached potential list of projects to be selected by council                                                                                                                                                                                                  | <ul style="list-style-type: none"> <li>• Council to identify eligible projects for funding with FY 23 &amp; FY 24 funding</li> </ul>                                                                                          |

FY 22**LOCAL MAINTENANCE & IMPROVEMENT GRANT Program (LMIG)****STATEMENT OF FINAL PROJECT EXPENDITURES**

DATE: 1.2/2024  
COUNTY: - DeKalb  
CITY: Clarkston

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

1. LMIG EXPENDITURES: \$91,600.45  
(LMIG Funding Received from GDOT)
2. REQUIRED 10% or 30% MATCH: \$27,480.14  
(10% or 30% of LMIG Funding Received in #1)
3. TOTAL PROJECT EXPENDITURES: \$ 160,710.00  
(The Total Amount Spent on Project)
4. TOTAL LOCAL GOVERNMENT EXPENDITURES: \$ 69,109.55  
[Total Project Expenditures above minus LMIG Expenditures at the Top (#3 minus #1 )]

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

Authorized Local Government Official Signature: \_\_\_\_\_

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

**For GDOT use only**

PI Number: \_\_\_\_\_

Record Audit Performed: Yes No (Circle One)

Field Inspection Completion Date: \_\_\_\_\_

APPROVED: \_\_\_\_\_ Date: \_\_\_\_\_  
(DISTRICT ENGINEER SIGNATURE)