



where possibilities grow

3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021

(404) 296-6489 ♦ WWW.CLARKSTONGA.GOV

Mayor Beverly H. Burks
Councilmembers:

Debra Johnson-Vice Mayor

Yterenickia Bell

Jamie Carroll

Susan Hood

Mark Perkins

Tammi Saddler Jones, Interim City Manager

CITY COUNCIL WORK SESSION AGENDA

Tuesday, March 26, 2024 - 7:00PM
IN-PERSON/ HYBRID

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. Presentation by Collaborative Infrastructure Services, LLC regarding the 2024 Waterway Clean Up Event.

5. OLD BUSINESS

A. Discussion about the status and appointment to the City Council Task Forces.

B. Discuss approval of an ordinance amending the City Charter to authorize the City Manager to purchase certain goods and services and to enter into certain contracts on behalf of the City.

C. Discuss approval of an ordinance by the City of Clarkston to amend Chapter 2 of the City Code regarding Administration to establish a new procurement policy and for other purposes.

D. Discuss an ordinance to repeal existing and adopt new Article III of Chapter 5 of the City's Code regarding Floodplain management and Flood Damage Prevention.

6. NEW BUSINESS

A. Discussion about approval for a Citywide Operational and Performance Assessment and the Implementation to be conducted by Maudlin & Jenkins, LLC for an amount not to exceed \$193,420 to be funded out of the general fund (\$138,560 for the Assessment and \$54,860 for the Implementation from the results of the Assessment).

B. Discussion of upcoming Special Called Election to fill a vacancy.

C. Discussion to adopt Resolution Authorizing, Among Other Things, Amending the FY2023 Operating Budget from \$12,357,457 to \$12,469,977.

D. Discussion about approving a renewed contract from Sears Pool Management Consultants, Incorporated in the amount of \$75,825 to be funded out of the Parks Budget.

E. Discussion the adoption of Resolution to Declare Property Surplus for City of Clarkston.

F. Discussion concerning Russell Landscaping Streetscape Right-of-Way Mowing Contract Extension and CSX Right-of-Way Mowing Addendum in the amount of \$70,000 to be funded out of the 40-4000-523140.

G. Discuss the purchase of white and yellow roadway reflectors to be installed on a section of East Ponce de Leon to improve traffic safety in the amount of \$10,000 to be funded out of SPLOST.



- H. Discussion concerning the next steps for the 40 Oaks Nature Preserve Farm House - Renovate or Demolish.
- I. Discuss the Street Name Change Procedure to implement Resolution No. 2023-026 authorizing to change the name of Smith and Lincoln Streets to Patricia Davis Drive.
- J. Discuss the Resolution Designating the City Clerk as Open Records Officer.
- K. Discuss the 2024 Juneteenth Celebration scheduled for Saturday, June 15, 2024, from 10a.m. to 3 p.m.
- L. Discuss approval of a Resolution designating “Georgia Cities Week” from April 21 to April 27, 2024.

7. **EXECUTIVE SESSION**

- A. Real Estate

8. **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, March 26, 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_VD9JcJ7eSK2EiO3vAr_ZzA

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

CITY OF CLARKSTON

ITEM NO: 5B

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Council Work Session

BUSINESS AGENDA ITEM

ACTION TYPE:
Review/Discuss

MEETING DATE: March 26, 2024

SUBJECT: To discuss approval an Ordinance by the City of Clarkston to amend the City Charter to authorize the city manager to purchase certain goods and services and to enter into certain contracts on behalf of the City.

DEPARTMENT: ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

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

PURPOSE: To discuss approval an Ordinance by the City of Clarkston to amend the City Charter to authorize the city manager to purchase certain goods and services and to enter into certain contracts on behalf of the City.

NEED/ IMPACT:

Currently, the city manager has zero contracting authority. Our City Charter says that the Council approves and the Mayor signs contracts. There is nothing in the Charter about the city manager approving contracts. We will need to amend the Charter to change this, and we can only amend the Charter by adopting an ordinance to do so at two consecutive regular meetings.

A related but separate issue is that City Code Section 2-5 currently requires all contracts or purchases for goods or services costing greater than \$5,000 to go through a public bid procurement process. This is an unduly restrictive requirement and we are unaware that this ordinance has not always been followed. Where the City Council approves a contract, that approval can be considered as a waiver of this procurement requirement, but that would not work for a city manager approved contract as long as Code Section 2-5 remains as-is.

If the desire is to make the City more flexible and timely in meeting its needs, Code Section 2-5 will need to be replaced with a new procurement policy. This is an important policy that the City should not rush through.

The proposed ordinance would amend the City Charter to allow the city manager to enter into contracts on the City's behalf so that we can get that process started. However, this cannot be finally adopted prior to the April regular meeting. We can aim to have the new procurement policy ordinance ready for that same meeting, but we are not certain that will be enough time.

RECOMMENDATION:

Recommend approval of an Ordinance by the City of Clarkston to amend the City Charter to authorize the city manager to purchase certain goods and services and to enter into certain contracts on behalf of the City.

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Council Work Session

BUSINESS AGENDA ITEM

ACTION TYPE:
Review/Discuss

MEETING DATE: March 26, 2024

SUBJECT: To discuss approval an Ordinance by the City of Clarkston to amend the Chapter 2 of the City Code, regarding Administration, to establish a new procurement policy; and for other purposes.

DEPARTMENT: ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

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

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RECOMMENDATION: Staff recommends approval an Ordinance by the City of Clarkston to amend the Chapter 2 of the City Code, regarding Administration, to establish a new procurement policy; and for other purposes

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND CHAPTER 2 OF THE CITY CODE, REGARDING ADMINISTRATION, TO DELEGATE TO THE CITY MANAGER THE AUTHORITY TO PURCHASE GOODS AND SERVICES AND TO ENTER INTO CONTRACTS ON BEHALF OF THE CITY, SUBJECT TO CERTAIN CONDITIONS AND LIMITATIONS.

WHEREAS, City Charter Section 3.02(d)(11) provides that the City Council, by ordinance, may delegate to the city manager the authority to purchase goods and services, and enter into contracts on behalf of the City; and

WHEREAS, the City Council hereby finds that it will benefit the efficiency and effectiveness of city operations to empower the city manager to do so; and

WHEREAS, the City Council desires to establish appropriate guidelines, limits and procedural controls to govern the city manager's spending and contracting authority.

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

SECTION 1. New City Code Section 2-8 is hereby adopted and shall read as follows:

“Section 2-8. City Manager Spending and Contracting Authority.

- (a) Whenever the city manager determines that it is necessary to acquire goods and/or services which will involve an expenditure of not more than Twenty-Five Thousand Dollars (\$25,000.00), the city manager may purchase, or enter into a contract on behalf of the city to obtain, such goods and/or services. When the city manager enters into a contract on behalf of the City in accordance with this section, it shall have the same binding effect as if it had been approved by the City Council.
- (b) *Quotes to be obtained.* The city manager may, but need not, use the competitive procurement process set forth in Section 2-5 when acquiring goods and/or services pursuant to this section. It shall be a sufficient procurement process for the city manager to make a good-faith effort to obtain quotes from three potential vendors offering the goods and/or services to be acquired. Such quotes shall be obtained in writing where practicable, or the city manager shall make detailed contemporaneous notes of quotes obtained verbally. All quotes obtained shall be documented in a file associated with the transaction and, if less than three quotes are obtained, the city manager shall document in said file the reason that obtaining three quotes was not practicable.
- (c) *Reporting to City Council.* In order to ensure that the City Council is properly informed and that the City's expenditures are transparent to the public, the city manager shall report all purchases and contracts that have a cost of Ten Thousand Dollars (\$10,000.00) or greater to the City Council. Such reports shall be made in

writing no later than the last day of the month following the month in which the city manager made the purchase or entered into the contract. The city manager's report shall be included in the agenda packet for the next regular meeting of the City Council so that Councilmembers may inquire about the reported expenditure if desired and members of the public may review the information. Such reports shall include, at a minimum:

- 1) the vendor's legal name,
- 2) the amount spent, and
- 3) a brief description of the procurement process followed by the city manager."

SECTION 2. This Ordinance shall become effective immediately upon its final adoption by the City Council.

SO ORDAINED, this ____ day of _____, 2024.

ATTEST:

**CITY COUNCIL,
CITY OF CLARKSTON, GEORGIA**

City Clerk

Beverly H. Burks, Mayor

Approved as to Form:

Stephen G. Quinn, City Attorney



CITY OF CLARKSTON

ITEM NO: 5D

CITY COUNCIL MEETING

MEETING TYPE:

City Council
Meeting

AGENDA ITEM SUMMARY SHEET

MEETING DATE: March 26, 2024

ACTION TYPE:

Discuss

SUBJECT: Discuss an ordinance to repeal existing and adopt new Article III of Chapter 5 of the City's Code Regarding Floodplain Management and Flood Damage Prevention.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
PAGES: 25

PRESENTER CONTACT INFO: Larry Kaiser, P.E.; City Engineer
PHONE NUMBER: 404-909-5619

PURPOSE: To discuss the adoption of Floodplain Management/Flood Damage Prevention Ordinance.

NEED/ IMPACT: Required by the Environmental Protection Division's (EPD) Municipal Separate Storm Sewer System (MS4) program.

RECOMMENDATION: Staff recommends adoption. EPD's 2022 audit of the City's MS4 program identified an out-of-date Floodplain Management ordinance. This revised ordinance will satisfy the requirements of the MS4 program.

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL EXISTING ARTICLE III OF CHAPTER 5 OF THE CITY'S CODE REGARDING FLOODPLAIN MANAGEMENT AND FLOOD DAMAGE PREVENTION; TO ADOPT NEW ARTICLE III OF CHAPTER 5 OF THE CITY CODE REGARDING FLOODPLAIN MANAGEMENT AND FLOOD DAMAGE PREVENTION; AND FOR OTHER PURPOSES.

WHEREAS, floodplain management involves the designation of flood-prone areas and the managing of their uses, including minimizing modifications to streams, reducing flood hazards, and protecting the beneficial uses of the floodplain such as water quality protection; and

WHEREAS, floodplain regulations and development restrictions can greatly reduce future flooding impacts, preserve greenspace and habitat, and protect their function in safely conveying floodwaters and protecting water quality; and

WHEREAS, the Clarkston City Council hereby finds and determines that:

1. The flood hazard areas of City of Clarkston are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
2. Flood hazard areas can serve important stormwater management, water quality, streambank protection, stream corridor protection, wetland preservation and ecological purposes when permanently protected as undisturbed or minimally disturbed areas.
3. Effective floodplain management and flood hazard protection activities can:
 - (1) Protect human life and health;
 - (2) Minimize damage to private property;
 - (3) Minimize damage to public facilities and infrastructure such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains; and
 - (4) Minimize expenditure of public money for costly flood control projects associated with flooding and generally undertaken at the expense of the general public; and

WHEREAS, Article IX, Section II of the Constitution of the State of Georgia and Section 36-1-20(a) of the Official Code of Georgia Annotated have delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, it is hereby determined by the Clarkston City Council that the regulation of flood hazard areas and the prevention of flood damage are in the public interest and will minimize threats to public health and safety, as well as to private and public property; and

WHEREAS, the Clarkston City Council adopts this ordinance and establishes this set of floodplain management and flood hazard reduction provisions for the purpose of regulating the use of flood hazard areas.

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

SECTION 1. Existing Article III of Chapter 5 of the City Code, including Sections 5-100 through 5-172, is hereby repealed.

SECTION 2. The “Clarkston Floodplain Management / Flood Damage Prevention Ordinance” attached hereto and consisting of 24 pages is hereby adopted as new Article III of Chapter 5 of the Clarkston City Code.

SECTION 3. This Ordinance shall become effective immediately upon its adoption.

SO ORDAINED, THIS _____ DAY OF _____, 2024.

**CITY COUNCIL
CITY OF CLARKSTON, GEORGIA**

Mayor Beverly H. Burks

ATTEST:

Tomika Mitchell, City Clerk

APPROVED AS TO FORM:

Stephen Quinn

Stephen G. Quinn, City Attorney

CLARKSTON FLOODPLAIN MANAGEMENT / FLOOD DAMAGE PREVENTION ORDINANCE

Section 1. General Provisions

1.1. Purpose and Intent

The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare and to minimize public and private losses due to flood conditions in flood hazard areas, as well as to protect the beneficial uses of floodplain areas for water quality protection, streambank and stream corridor protection, wetlands preservation, and ecological and environmental protection by provisions designed to:

- (1) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (2) Restrict or prohibit uses which are dangerous to health, safety and property due to flooding or erosion hazards, or which increase flood heights, velocities, or erosion;
- (3) Control filling, grading, dredging, and other development which may increase flood damage or erosion;
- (4) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands;
- (5) Limit the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters; and
- (6) Protect the stormwater management, water quality, streambank protection, stream corridor protection, wetland preservation, and ecological functions of natural floodplain areas.

1.2. Applicability

This ordinance shall be applicable to all Areas of Special Flood Hazard within the jurisdiction of City of Clarkston.

1.3. Designation of Ordinance Administrator

The Public Works Director or their designee is hereby appointed to administer and implement the provisions of this ordinance.

1.4. Basis for Establishing Areas of Special Flood Hazard, Areas of Future-Conditions Flood Hazard and Associated Floodplain Characteristics – Flood Area

Maps and Studies

For the purposes of defining and determining “Areas of Special Flood Hazard,” “Areas of Future-conditions Flood Hazard,” “Areas of Shallow Flooding,” “Base Flood Elevations,” “Floodplains,” “Floodways,” “Future-conditions Flood Elevations,” “Future-conditions Floodplains,” potential flood hazard or risk categories as shown on FIRM maps, and other terms used in this ordinance, the following documents and sources may be used for such purposes and are adopted by reference thereto:

- (1) The Flood Insurance Study (FIS), dated August 15, 2019, with accompanying maps and other supporting data and any revision thereto. For those land areas acquired by the City of Clarkston through annexation, the current effective FIS and data for DeKalb County as noted above, with accompanying maps and other supporting data and any revision thereto.
- (2) Other studies, which may be relied upon for the establishment of the base flood elevation or delineation of the base or one-percent (100-year) floodplain and flood-prone areas, including:
 - (a) Any flood or flood-related study conducted by the United States Army Corps of Engineers, the United States Geological Survey or any other local, State or Federal agency applicable to City of Clarkston; and
 - (b) Any base flood study conducted by a licensed professional engineer which has been prepared utilizing FEMA approved methodology and approved by City of Clarkston.
- (3) Other studies, which may be relied upon for the establishment of the future-conditions flood elevation or delineation of the future-conditions floodplain and flood-prone areas, including:
 - (a) Any flood or flood-related study conducted by the United States Army Corps of Engineers, the United States Geological Survey, or any other local, State or Federal agency applicable to City of Clarkston; and
 - (b) Any future-conditions flood study conducted by a licensed professional engineer which has been prepared utilizing FEMA approved methodology approved by City of Clarkston.
- (4) The repository for public inspection of the FIS, accompanying maps and other supporting data is located at the City of Clarkston City Hall.

1.5. Compatibility with Other Regulations

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation, statute, easement, covenant, deed restriction or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective

standards for human health or the environment shall control.

1.6. Severability

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

1.7. Warning and Disclaimer of Liability

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by manmade or natural causes. This ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of City of Clarkston or any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

Section 2. Definitions

"Addition" means any walled and roofed expansion to the perimeter or height of a building.

"Appeal" means a request for a review of the Public Works Director's interpretation of any provision of this ordinance.

"Area of Future-conditions Flood Hazard" means the land area that would be inundated by the one-percent-annual-chance flood based on future-conditions hydrology (100-year future-conditions flood).

"Area of Shallow Flooding" means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of Special Flood Hazard" means the land area subject to a one percent or greater chance of flooding in any given year. This includes all floodplain and flood prone areas at or below the base flood elevation designated as Zones A, A1-30, A-99, AE, AO, AH, and AR on a community's Flood Insurance Rate Map (FIRM).

"Accessory Structure or Facility" means a structure which is on the same parcel of property as the principal structure and the use of which is incidental to the use of the primary structure.

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year, also known as the 100-year flood.

"Base Flood Elevation" means the highest water surface elevation anticipated at any given location during the base flood.

"Basement" means any area of a building having its floor subgrade below ground level on all sides.

"Building" has the same meaning as **"Structure"**.

"Development" means any man-made change to improved or unimproved real estate

including but not limited to buildings or other structures, mining, dredging, filling, clearing, grubbing, grading, paving, any other installation of impervious cover, excavation or drilling operations or storage of equipment or materials.

"Elevated Building" means a non-basement building which has its lowest elevated floor raised above the ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

"Existing Construction" Any structure for which the "start of construction" commenced before September 1, 2009 [** i.e., the effective date of the INITIAL floodplain management code or ordinance adopted by the community as a basis for that community's participation in the National Flood Insurance Program (NFIP)*].

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 1, 2009 [**i.e., the effective date of the INITIAL floodplain management regulations adopted by a community*].

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"FEMA" means the Federal Emergency Management Agency.

"Flood" or "Flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (a) the overflow of inland or tidal waters; or
- (b) the unusual and rapid accumulation or runoff of surface waters from any source.

"Flood Insurance Rate Map" or "FIRM" means an official map of a community, issued by FEMA, delineating the areas of special flood hazard and/or risk premium zones applicable to the community.

"Flood Insurance Study" or "FIS" means the official report by FEMA providing an examination, evaluation and determination of flood hazards and corresponding flood profiles and water surface elevations of the base flood.

"Floodplain" or "Flood-prone Area" means any land area susceptible to flooding.

"Floodproofing" means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

"Floodway" or "Regulatory Floodway" means the channel of a stream, river, or other watercourse and the adjacent areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Functionally Dependent Use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Future-conditions Flood" means the flood having a one percent chance of being equaled or exceeded in any given year based on future-conditions hydrology. Also

known as the 100-year future-conditions flood.

"Future-conditions Flood Elevation" means the highest water surface elevation anticipated at any given location during the future-conditions flood.

"Future-conditions Floodplain" means any land area susceptible to flooding by the future-conditions flood.

"Future-conditions Hydrology" means the flood discharges associated with projected land-use conditions based on a community's zoning maps, comprehensive land-use plans, and/or watershed study projections, and without consideration of projected future construction of stormwater management (flood detention) structures or projected future hydraulic modifications within a stream or other waterway, such as bridge and culvert construction, fill, and excavation.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic Structure" means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (d) Individually listed on a local inventory of historic places by communities with historic preservation programs that have been certified either:
 - 1. By an approved state program as determined by the Secretary of the Interior, or
 - 2. Directly by the Secretary of the Interior in states without approved programs.

"Lowest Floor" means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when attached to the required utilities. The term includes any structure commonly referred to as a "mobile home" regardless of the date of manufacture. The term also includes parked trailers, travel trailers and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property. The term does not include a "recreational vehicle."

"Mean Sea Level" means the datum to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced. For purposes of this ordinance the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929 or the North American Vertical Datum (NAVD) of 1988.

"New Construction" means any structure (see definition) for which the "start of

construction" commenced on or after September 1, 2009 and includes any subsequent improvements to the structure. [** i.e., the effective date of the INITIAL floodplain management ordinance adopted by the community as a basis for community participation in the (NFIP)*].

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 1, 2009 [** i.e., the effective date of the INITIAL floodplain management ordinance adopted by a community*].

"Owner" means the legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

"Permit" means the permit issued by the City of Clarkston to the applicant which is required prior to undertaking any development activity.

"Recreational Vehicle" means a vehicle which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by light duty truck; and
- (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Repetitive Loss" means flood related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

"Site" means the parcel of land being developed, or the portion thereof on which the development project is located.

"Start of Construction" includes substantial improvement, and means the date the permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of the structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building (including a gas or liquid storage tank), that is principally above ground, or a manufactured home.

"Subdivision" means the division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting

from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

"Substantial Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. This term also includes Repetitive Loss.

"Substantial Improvement" means any reconstruction, rehabilitation, addition, or other improvement to a structure, taking place during a 10-year period, in which the cumulative cost equals or exceeds 50 percent of the market value of the structure prior to the improvement. The market value of the building means (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include those improvements of a structure required to comply with existing state or local health, sanitary, or safety code specifications which are the minimum necessary to assure safe living conditions, which have been identified by the Code Enforcement Official. The term does also not include any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

"Substantially Improved Existing Manufactured Home Park or Subdivision" means the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

"Variance" means a grant of relief from the requirements of this ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with the requirements of this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

Section 3. Permit Procedures and Requirements

3.1. Permit Application Requirements

No owner or developer shall perform any development activities on a site where an Area of Special Flood Hazard or Area of Future-conditions Flood Hazard is located without first meeting the requirements of this ordinance prior to commencing the proposed activity.

Unless specifically excluded by this ordinance, any landowner or developer desiring a permit for a development activity shall submit to the City of Clarkston a land disturbance permit application on a form provided by the City of Clarkston for that purpose.

No permit will be approved for any development activities that do not meet the requirements, restrictions and criteria of this ordinance.

3.2. Floodplain Management Plan Requirements

An application for a development project with any Area of Special Flood Hazard or Area

of Future-conditions Flood Hazard located on the site shall include a floodplain management / flood damage prevention plan. This plan shall include the following items:

- (1) Site plan drawn to scale, which includes but is not limited to:
 - (a) Existing and proposed elevations of the area in question and the nature, location and dimensions of existing and/or proposed structures, earthen fill placement, amount and location of excavation material, and storage of materials or equipment;
 - (b) For all proposed structures, spot ground elevations at building corners and 20-foot or smaller intervals along the foundation footprint, or one foot contour elevations throughout the building site;
 - (c) Proposed locations of water supply, sanitary sewer, and utilities;
 - (d) Proposed locations of drainage and stormwater management facilities;
 - (e) Proposed grading plan;
 - (f) Base flood elevations and future-conditions flood elevations;
 - (g) Boundaries of the base flood floodplain and future-conditions floodplain;
 - (h) If applicable, the location of the floodway; and
 - (i) Certification of the above by a licensed professional engineer or surveyor.
- (2) Building and foundation design detail, including but not limited to:
 - (a) Elevation in relation to mean sea level (or highest adjacent grade) of the lowest floor, including basement, of all proposed structures;
 - (b) Elevation in relation to mean sea level to which any non-residential structure will be floodproofed;
 - (c) Certification that any proposed non-residential floodproofed structure meets the criteria in Section 5.2(2);
 - (d) For enclosures below the base flood elevation, location and total net area of flood openings as required in Section 5.1(5); and
 - (e) Design plans certified by a licensed professional engineer or architect for all proposed structure(s).
- (3) Description of the extent to which any watercourse will be altered or relocated as a result of the proposed development;
- (4) Hard copies and digital files of computer models, if any, copies of work maps, comparison of pre- and post-development conditions base flood elevations, future-conditions flood elevations, flood protection elevations, Special Flood Hazard Areas and regulatory floodways, flood profiles and all other computations and other information similar to that presented in the FIS;
- (5) Copies of all applicable State and Federal permits necessary for proposed development, including but not limited to permits required by Section 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1334; and
- (6) All appropriate certifications required under this ordinance.

The approved floodplain management / flood damage prevention plan shall contain

certification by the applicant that all development activities will be done according to the plan or previously approved revisions. Any and all development permits and/or use and occupancy certificates or permits may be revoked at any time if the construction and development activities are not in strict accordance with approved plans.

3.3. Construction Stage Submittal Requirements

For all new construction and substantial improvements on sites with a floodplain management / flood damage prevention plan, the permit holder shall provide to the Public Works Director or their designee a certified as-built Elevation Certificate or Floodproofing Certificate for non-residential construction including the lowest floor elevation or floodproofing level immediately after the lowest floor or floodproofing is completed. A final Elevation Certificate shall be provided after completion of construction including final grading of the site. Any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of a licensed land surveyor or professional engineer and certified by same. When floodproofing is utilized for non- residential structures, said certification shall be prepared by or under the direct supervision of a licensed professional engineer or architect and certified by same using the FEMA Floodproofing Certificate. This certification shall also include the design and operation/maintenance plan to assure continued viability of the floodproofing measures.

Any work undertaken prior to approval of these certifications shall be at the permit holder's risk. The Public Works Director or their designee shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed.

Failure to submit certification or failure to make the corrections required hereby shall be cause to issue a stop work order for the project, and designated fines per City statutes.

3.4. Duties and Responsibilities of the Administrator

Duties of the Public Works Director or their designee shall include, but shall not be limited to:

- (1) Review all development applications and permits to assure that the requirements of this ordinance have been satisfied and to determine whether proposed building sites will be reasonably safe from flooding;
- (2) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including but not limited to Section 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1334;
- (3) When Base Flood Elevation data or floodway data have not been provided, then the Public Works Director or their designee shall require the applicant to obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, state or other sources in order to meet the provisions of Sections 4 and 5;
- (4) Review and record the actual elevation in relation to mean sea level (or highest

- adjacent grade) of the lowest floor, including basement, of all new and substantially improved structures;
- (5) Review and record the actual elevation, in relation to mean sea level to which any substantially improved structures have been floodproofed;
 - (6) When floodproofing is utilized for a non-residential structure, the Public Works Director or their designee shall review the design and operation/maintenance plan and obtain certification from a licensed professional engineer or architect;
 - (7) Notify affected adjacent communities and the Georgia Department of Natural Resources (GA DNR) prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);
 - (8) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (e.g. where there appears to be a conflict between a mapped boundary and actual field conditions) the Public Works Director or their designee shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this ordinance. Where floodplain elevations have been defined, the floodplain shall be determined based on flood elevations rather than the area graphically delineated on the floodplain maps;
 - (9) All records pertaining to the provisions of this ordinance shall be maintained in the office of the Public Works Director or their designee and shall be open for public inspection;
 - (10) Coordinate all FIRM revisions with the GA DNR and FEMA; and
 - (11) Review variance applications and make recommendations to the Clarkston City Council.

Section 4. Standards for Development

4.1. Definition of Floodplain Boundaries

- (1) Studied “A” zones, as identified in the FIS, shall be used to establish base flood elevations whenever available.
- (2) For all streams with a drainage area of 100 acres or greater, the future-conditions flood elevations shall be provided by the City of Clarkston. If future-conditions elevation data is not available from the City of Clarkston, then it shall be determined by a licensed professional engineer using a method approved by FEMA and the City of Clarkston.

4.2. Definition of Floodway Boundaries

The width of a floodway shall be determined from the FIS or FEMA approved flood study. For all streams with a drainage area of 100 acres or greater, the regulatory floodway shall be provided by the City of Clarkston. If floodway data is not available from the City of Clarkston, it shall be determined by a licensed professional engineer using a method approved by FEMA and the City of Clarkston.

4.3. General Standards

- (1) No development shall be allowed within any Area of Special Flood Hazard or Area of Future-conditions Flood Hazard that could result in any of the following:
 - (a) Raising the base flood elevation or future-conditions flood elevation equal to or more than 0.01 foot;
 - (b) Reducing the base flood or future-conditions flood storage capacity;
 - (c) Changing the flow characteristics as to the depth and velocity of the waters of the base flood or future-conditions flood as they pass both the upstream and the downstream boundaries of the development area; or
 - (d) Creating hazardous or erosion-producing velocities, or resulting in excessive sedimentation.
- (2) Any development within any Area of Special Flood Hazard or Area of Future-conditions Flood Hazard allowed under Section 4.3(1) shall also meet the following conditions:
 - (a) Compensation for storage capacity shall occur between the average ground water table elevation and the base flood elevation for the base flood, and between the average ground water table elevation and the future-condition flood elevation for the future-conditions flood, and lie either within the boundaries of ownership of the property being developed and shall be within the immediate vicinity of the location of the encroachment. Acceptable means of providing required compensation include lowering of natural ground elevations within the floodplain,

or lowering of adjoining land areas to create additional floodplain storage. In no case shall any required compensation be provided via bottom storage or by excavating below the elevation of the natural (pre-development) stream channel unless such excavation results from the widening or relocation of the stream channel;

- (b) Cut areas shall be stabilized and graded to a slope of no less than 2.0 percent;
- (c) Effective transitions shall be provided such that flow velocities occurring on both upstream and downstream properties are not increased or decreased;
- (d) Verification of no-rise conditions (less than 0.01 foot), flood storage volumes, and flow characteristics shall be provided via a step-backwater analysis meeting the requirements of Section 4.4;
- (e) Public utilities and facilities, such as water, sanitary sewer, gas, and electrical systems, shall be located and constructed to minimize or eliminate infiltration or contamination from flood waters; and
- (f) Any significant physical changes to the base flood floodplain shall be submitted as a Conditional Letter of Map Revision (CLOMR) or Conditional Letter of Map Amendment (CLOMA), whichever is applicable. The CLOMR submittal shall be subject to approval by the City of Clarkston using the FEMA Community Concurrence forms before forwarding the submittal package to FEMA for final approval. The responsibility for forwarding the CLOMR to FEMA and for obtaining the CLOMR approval shall be the responsibility of the applicant. Within six months of the completion of development, the applicant shall submit as-built surveys and plans for a final Letter of Map Revision (LOMR).

4.4. Engineering Study Requirements for Floodplain Encroachments

An engineering study is required, as appropriate to the proposed development activities on the site, whenever a development proposes to disturb any land within the future-conditions floodplain, except for a residential single-lot development on streams without established base flood elevations and floodways. This study shall be prepared by a licensed professional engineer and made a part of the application for a permit. This information shall be submitted to and approved by the City of Clarkston prior to the approval of any permit which would authorize the disturbance of land located within the future-conditions floodplain. Such study shall include:

- (1) Description of the extent to which any watercourse or floodplain will be altered or relocated as a result of the proposed development;
- (2) Step-backwater analysis, using a FEMA-approved methodology approved by the City of Clarkston. Cross-sections (which may be supplemented by the applicant) and flow information will be obtained whenever available. Computations will be shown duplicating FIS results and will then be rerun with the proposed modifications to determine the new base flood profiles, and future- conditions flood profiles;

- (3) Floodplain storage calculations based on cross-sections (at least one every 100 feet) showing existing and proposed floodplain conditions to show that base flood floodplain and future-conditions floodplain storage capacity would not be diminished by the development;
- (4) The study shall include a preliminary plat, grading plan, or site plan, as appropriate, which shall clearly define all future-conditions floodplain encroachments.

4.5. Floodway Encroachments

Located within Areas of Special Flood Hazard are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity flood waters, debris or erosion potential. In addition, floodways must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- (1) Encroachments are prohibited, including earthen fill, new construction, substantial improvements or other development within the regulatory floodway, except for activities specifically allowed in (2) below.
- (2) Encroachments for bridges, culverts, roadways and utilities within the regulatory floodway may be permitted provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment will not result in any increase to the pre-project base flood elevations (no-rise certification), floodway elevations, or floodway widths during the base flood discharge. A licensed professional engineer must provide supporting technical data and certification thereof; and
- (3) If the applicant proposes to revise the floodway boundaries, no permit authorizing the encroachment into or an alteration of the floodway shall be issued by the City of Clarkston until an affirmative Conditional Letter of Map Revision (CLOMR) is issued by FEMA or a no-rise certification is approved by the City of Clarkston.

4.6. Maintenance Requirements

The property owner shall be responsible for continuing maintenance as may be needed within an altered or relocated portion of a floodplain on the property so that the flood-carrying or flood storage capacity is maintained. The City of Clarkston may direct the property owner (at no cost to City of Clarkston) to restore the flood-carrying or flood storage capacity of the floodplain if the owner has not performed maintenance as required by the approved floodplain management plan on file with the City of Clarkston.

Section 5. Provisions for Flood Damage Reduction

In all Areas of Special Flood Hazard and Areas of Future-conditions Flood Hazard the following provisions apply:

5.1. General Standards

- (1) New construction and substantial improvements of structures (residential or non-residential), including manufactured homes, shall not be allowed within the limits of the future-conditions floodplain, unless all requirements of Sections 4.3, 4.4 and 4.5 have been met;
- (2) New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;
- (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
- (4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (5) Elevated Buildings - All new construction and substantial improvements that include any fully enclosed area located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater.
 - (a) Designs for complying with this requirement must either be certified by a licensed professional engineer or architect to meet or exceed the following minimum criteria:
 - (i) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - (ii) The bottom of all openings shall be no higher than one foot above grade; and
 - (iii) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.
 - (b) So as not to violate the "Lowest Floor" criteria of this ordinance, the unfinished and flood resistant enclosure shall solely be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area; and
 - (c) The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.

- (6) All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher, so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (7) Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces;
- (8) All proposed development shall include adequate drainage and stormwater management facilities per the requirements of City of Clarkston to reduce exposure to flood hazards;
- (9) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (10) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- (11) On-site waste disposal systems shall be located and constructed to avoid impairment to, or contamination from, such systems during flooding;
- (12) Other public utilities such as gas and electric systems shall be located and constructed to avoid impairment to them, or public safety hazards from them, during flooding;
- (13) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this ordinance, shall be undertaken only if the non-conformity is not furthered, extended or replaced;
- (14) If the proposed development is located in multiple flood zones, or multiple base flood elevations cross the proposed site, the higher or more restrictive base flood elevation or future condition elevation and development standards shall take precedence;
- (15) When only a portion of a proposed structure is located within a flood zone or the future conditions floodplain, the entire structure shall meet the requirements of this ordinance; and

- (16) Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, shall be reasonably safe from flooding:
- (a) All such proposals shall be consistent with the need to minimize flood damage within the flood-prone area;
 - (b) All public utilities and facilities, such as sewer, gas, electrical, and water systems shall be located and constructed to minimize or eliminate flood damage; and
 - (c) Adequate drainage shall be provided to reduce exposure to flood hazards.

5.2. Building Standards for Structures and Buildings Within the Future-Conditions Floodplain

(1) Residential Buildings

- (a) New construction. New construction of principal residential structures shall not be allowed within the limits of the future-conditions floodplain unless all requirements of Sections 4.3, 4.4 and 4.5 have been met. If all of the requirements of Sections 4.3, 4.4 and 4.5 have been met, all new construction shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 5.1(5)(a).
- (b) Substantial Improvements. Substantial improvement of any principal residential structure shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 5.1(5)(a).

(2) Non-Residential Buildings

- (a) New construction. New construction of principal non-residential structures shall not be allowed within the limits of the future-conditions floodplain unless all requirements of Sections 4.3, 4.4 and 4.5 have been met. If all of the requirements of Sections 4.3, 4.4 and 4.5 have been met, all new construction shall have the lowest floor, including basement, elevated no lower than one (1) foot above the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with

standards of Section 5.1(5)(a). New construction that has met all of the requirements of Sections 4.3, 4.4 and 4.5 may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one (1) foot above the base flood elevation, or at least as high as the future-conditions flood elevation, whichever is higher, with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Public Works Director or their designee using the FEMA Floodproofing Certificate along with the design and operation/maintenance plan.

(b) Substantial Improvements. Substantial improvement of any principal non-residential structure located in A1- 30, AE, or AH zones, may be authorized by the Public Works Director or their designee to be elevated or floodproofed. Substantial improvements shall have the lowest floor, including basement, elevated no lower than one (1) foot above the base flood elevation or at least as high as the future- conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 5.1(5)(a). Substantial improvements may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one (1) foot above the base flood elevation, or at least as high as the future-conditions flood elevation, whichever is higher, with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Public Works Director or their designee using the FEMA Floodproofing Certificate along with the design and operation/maintenance plan.

(3) Accessory Structures and Facilities

Accessory structures and facilities (i.e., barns, sheds, gazebos, detached garages, recreational facilities and other similar non-habitable structures and facilities) which meet the requirements of Sections 4.3, 4.4 and 4.5 and are permitted to be located within the limits of the future-conditions floodplain shall be constructed of flood-resistant materials and designed to provide adequate flood openings in accordance with Section 5.1(5)(a) and be anchored to prevent flotation, collapse and lateral movement of the structure.

(4) Standards for Recreational Vehicles

All recreational vehicles placed on sites must either:

- (a) Be on the site for fewer than 180 consecutive days and be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions); or
 - (b) Meet all the requirements for Residential Buildings—Substantial Improvements (Section 5.2(1)), including the anchoring and elevation requirements.
- (5) Standards for Manufactured Homes
 - (a) New manufactured homes shall not be allowed to be placed within the limits of the future-conditions floodplain unless all requirements of Sections 4.3, 4.4 and 4.5 have been met. If all of the requirements of Sections 4.3, 4.4 and 4.5 have been met, all new construction and substantial improvement shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 5.1(5)(a).
 - (b) Manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision shall be elevated so that either:
 - (i) The lowest floor of the manufactured home is elevated no lower than three (3) feet above the level of the base flood elevation, or one (1) foot above the future-conditions flood elevation, whichever is higher; or
 - (ii) The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches in height above grade.
 - (c) All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement in accordance with standards of Section 5.1(7).

5.3. Building Standards for Structures and Buildings Authorized Adjacent to the Future-Conditions Floodplain

- (1) Residential Buildings – For new construction and substantial improvement of any principal residential building or manufactured home, the elevation of the lowest floor, including basement and access to the building, shall be at least three (3) feet above the base flood elevation or one (1) foot above the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 5.1(5)(a).
- (2) Non-Residential Buildings – For new construction and substantial improvement of any principal non-residential building, the elevation of the lowest floor,

including basement and access to the building, shall be at least one (1) foot above the level of the base flood elevation or at least as high as the future-conditions flood elevation, whichever is higher. Should solid foundation perimeter walls be used to elevate the structure, openings sufficient to automatically equalize the hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Section 5.1(5)(a). Non-residential buildings may be floodproofed in lieu of elevation.

5.4. Building Standards for Residential Single-Lot Developments on Streams Without Established Base Flood Elevations and Floodway (A-Zones)

For a residential single-lot development not part of a subdivision that has Areas of Special Flood Hazard, where streams exist but no base flood data have been provided (A-Zones), the Public Works Director or their designee shall review and reasonably utilize any available scientific or historic flood elevation data, base flood elevation and floodway data, or future-conditions flood elevation data available from a Federal, State, local or other source, in order to administer the provisions and standards of this ordinance.

If data are not available from any of these sources, the following provisions shall apply:

- (1) No encroachments, including structures or fill material, shall be located within an area equal to twice the width of the stream or fifty (50) feet from the top of the bank of the stream, whichever is greater and concurrently ensuring that the City buffer ordinance is not violated.
- (2) In special flood hazard areas without base flood or future-conditions flood elevation data, new construction and substantial improvements shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than three (3) feet above the highest adjacent grade at the building site. Flood openings sufficient to facilitate automatic equalization of hydrostatic flood forces shall be provided for flood prone enclosures in accordance with Section 5.1(5)(a).

5.5. Building Standards for Areas of Shallow Flooding (AO-Zones)

Areas of Special Flood Hazard may include designated "AO" shallow flooding areas. These areas have base flood depths of one (1) to three (3) feet above ground, with no clearly defined channel. In these areas the following provisions apply:

- (1) All new construction and substantial improvements of residential and non-residential structures shall have the lowest floor, including basement, elevated to no lower than one (1) foot above the flood depth number in feet specified on the Flood Insurance Rate Map (FIRM), above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least three (3) feet above the highest adjacent grade. Flood openings sufficient to facilitate automatic equalization of hydrostatic flood forces shall be provided in accordance with standards of Section 5.1(5)(a);
- (2) New construction and substantial improvement of a non-residential structure may be floodproofed in lieu of elevation. The structure, together with attendant utility

- and sanitary facilities, must be designed to be water tight to the specified FIRM flood level plus one (1) foot above the highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice, and shall provide such certification to the Public Works Director or their designee using the FEMA Floodproofing Certificate along with the design and operation/maintenance plan; and
- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

5.6. Standards for Subdivisions of Land

- (1) All subdivision proposals shall identify the Areas of Special Flood Hazard and Areas of Future-conditions Flood Hazard therein and provide base flood elevation data and future-conditions flood elevation data;
- (2) All residential lots in a subdivision proposal shall have sufficient buildable area outside of the future-conditions floodplain such that encroachments into the future-conditions floodplain for residential structures will not be required; and
- (3) All subdivision plans will provide the elevations of proposed structures in accordance with Section 3.2(2).

Section 6. Variance Procedures

The following variance and appeals procedures shall apply to an applicant who has been denied a permit for a development activity, or to an owner or developer who has not applied for a permit because it is clear that the proposed development activity would be inconsistent with the provisions of this ordinance.

- (1) Requests for variances from the requirements of this ordinance shall be submitted to the City of Clarkston. All such requests shall be heard and decided in accordance with procedures to be published in writing by the City of Clarkston. At a minimum, such procedures shall include notice to all affected parties and the opportunity to be heard.
- (2) Any person adversely affected by any decision of the City of Clarkston shall have the right to appeal such decision to the City Council as established by City of Clarkston in accordance with procedures to be published in writing by the City Council. At a minimum, such procedures shall include notice to all affected parties and the opportunity to be heard.
- (3) Any person aggrieved by the decision of the City Council may appeal such decision to the Clarkston Municipal Court, as provided in **Section 5-4-1 of the Official Code of Georgia Annotated**.

- (4) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure, and the variance issued shall be the minimum necessary to preserve the historic character and design of the structure.
- (5) Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Section are met, no reasonable alternative exists, and the development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.
- (6) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (7) In reviewing such requests, the City of Clarkston and the City Council shall consider all technical evaluations, relevant factors, and all standards specified in this and other sections of this ordinance.
- (8) Conditions for Variances:
 - (a) A variance shall be issued only when there is:
 - (i) a finding of good and sufficient cause;
 - (ii) a determination that failure to grant the variance would result in exceptional hardship; and
 - (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, or the creation of a nuisance.
 - (b) The provisions of this ordinance are minimum standards for flood loss reduction; therefore, any deviation from the standards must be weighed carefully. Variances shall only be issued upon determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (c) Any person to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation of the proposed lowest floor and stating that the cost of flood insurance resulting from the lowest floor elevation being placed below the base flood elevation will be commensurate with the increased risk to life and property, and that such costs may be as high as \$25 for each \$100 of insurance coverage provided.
 - (d) The Public Works Director or their designee shall maintain the records of all variance actions, both granted and denied, and report them to the Georgia Department of Natural Resources and the Federal Emergency Management Agency upon request.
- (9) Any person requesting a variance shall, from the time of the request until the time

the request is acted upon, submit such information and documentation as the City of Clarkston and the City Council shall deem necessary for the consideration of the request.

- (10) Upon consideration of the factors listed above and the purposes of this ordinance, the City of Clarkston and the City Council may attach such conditions to the granting of variances as they deem necessary or appropriate, consistent with the purposes of this ordinance.
- (11) Variances shall not be issued “after the fact.”

Section 7. Violations, Enforcement and Penalties

Any action or inaction which violates the provisions of this ordinance or the requirements of an approved stormwater management plan or permit, may be subject to the enforcement actions outlined in this Section. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief.

7.1. Notice of Violation

If the City of Clarkston determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved stormwater management plan, City buffer ordinance or the provisions of this ordinance, it shall issue a written notice of violation to such applicant or other responsible person. Where a person is engaged in activity covered by this ordinance without having first secured a permit therefor, the notice of violation shall be served on the owner or the responsible person in charge of the activity being conducted on the site.

The notice of violation shall contain:

- (1) The name and address of the owner or the applicant or the responsible person;
- (2) The address or other description of the site upon which the violation is occurring;
- (3) A statement specifying the nature of the violation;
- (4) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the stormwater management plan or this ordinance and the date for the completion of such remedial action;
- (5) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and
- (6) A statement that the determination of violation may be appealed to the City of Clarkston by filing a written notice of appeal within thirty (30) days after the notice of violation.

7.2. Penalties

In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, the City of Clarkston shall first notify the applicant or other responsible person in writing of its intended action, and shall provide a reasonable opportunity, of not less than ten (10) days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the City of Clarkston may take any one or more of the following actions or impose any one or more of the following penalties.

- (1) **Stop Work Order** -The City of Clarkston may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.
- (2) **Withhold Certificate of Occupancy** - The City of Clarkston may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
- (3) **Suspension, Revocation or Modification of Permit** - The City of Clarkston may suspend, revoke or modify the permit authorizing the development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the City of Clarkston may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- (4) **Civil Penalties** - In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten (10) days, or such greater period as the City of Clarkston shall deem appropriate (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) after the City of Clarkston has taken one or more of the actions described above, the City of Clarkston may impose a penalty not to exceed \$1,000 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation.

- (5) **Criminal Penalties** - For intentional and flagrant violations of this ordinance, the City of Clarkston may issue a citation to the applicant or other responsible person, requiring such person to appear in Clarkston Municipal Court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed \$1,000 or imprisonment for 60 days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.



CITY OF CLARKSTON

ITEM NO: 6A

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Review/Discussion

MEETING DATE: March 27, 2024

SUBJECT: Discussion about approval for a Citywide Operational and Performance Assessment and the Implementation to be conducted by Maudlin & Jenkins, LLC for an amount not to exceed \$193,420 to be funded out of the general fund (\$138,560 for the Assessment and \$54,860 for the Implementation from the results of the Assessment).

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 about approval for a Citywide Operational and Performance Assessment and the Implementation to be conducted by Maudlin & Jenkins, LLC for an amount not to exceed \$193,420 to be funded out of the general fund (\$138,560 for the Assessment and \$54,860 for the Implementation from the results of the Assessment).

NEED/ IMPACT: Maudlin & Jenkins' advisory group does a lot of niche projects specific to local governments dealing with strategy, budget, performance measures, and operational efficiencies. With the recent turnover in city management and the upcoming retirements of our Public Works Director and our Finance Director, the Interim City Manager feels that it might be a good time to explore some of these options.

The engagement letter describes M&J's services to assess City operations and performance which will include reviewing the current environment, comparing to leading practices, developing models and enhancements for a desired future state, identifying gaps between the current and future states, and creating realistic and implementable recommendations for the City to achieve its desired future state.

Engagement Objectives, Scope, and Approach

Scope/Objectives

The City's core operating departments in scope include:

- City Manager
- City Clerk
- Police
- Public Works
- Planning and Development
- Finance
- Courts

Assessment scope and objectives include the following:

- Review the functional taxonomy, organizational makeup, staffing, and roles and responsibilities
- Review governing requirements (statutes, regulations, policies and procedures, etc.)
- Review business processes, workflows, inputs/outputs, and dependencies for both controls and risk mitigation, as well as efficiency and effectiveness
- Review the current use of technology and identify opportunities for automation/enhancement
- Review communications and reporting
- Identify financial management and operational leading practices
- Compare the City's current environment to leading practices and departmental/City- specific goals
- Develop meaningful recommendations to improve/enhance operations and create a roadmap for a desired future state

RECOMMENDATION: Staff recommends approval for a Citywide Operational and Performance Assessment and the Implementation to be conducted by Mauldin & Jenkins, LLC for an amount not to exceed \$193,420 to be funded out of the general fund (\$138,560 for the Assessment and \$54,860 for the Implementation from the results of the Assessment).



Mauldin & Jenkins
200 Galleria Parkway SE
Suite 1700
Atlanta, GA 30339

March 19, 2024

Ms. Tammi Sadler Jones
Interim City Manager
City of Clarkston
1055 Rowland Street
Clarkston, Georgia 30021

Dear Ms. Sadler Jones:

Thank you for the opportunity to serve the City of Clarkston (“City”). The purpose of this engagement letter is to document your agreement for Mauldin & Jenkins (“M&J”) to consult with and assist you in conducting a citywide operational and performance assessment (“Assessment”) of the City’s core operating departments.

This engagement letter describes M&J’s services to assess City operations and performance which will include reviewing the current environment, comparing to leading practices, developing models and enhancements for a desired future state, identifying gaps between the current and future states, and creating realistic and implementable recommendations for the City to achieve its desired future state.

We commend the City for undertaking this initiative as it will help enhance the efficiency and effectiveness of its operations and enhance alignment of future operations with current objectives. The Assessment also demonstrates City leadership’s commitment to performance, accountability, and transparency to City citizens and stakeholders.

A. Engagement Objectives, Scope, and Approach

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Approach and Deliverables

Our approach will consist of the following four phases:



Phase 1 – Initiation and Planning

M&J will conduct a kick-off meeting with the City project sponsor and other relevant stakeholders. The purpose of the kick-off meeting will be to introduce the M&J Team; discuss roles and responsibilities; and project objectives, scope, timing, communication protocols, and potential risks. The meeting will allow for discussion at a more granular level to help ensure M&J and the City are aligned on key project attributes.

We will also discuss access to people and information needed during the Assessment and methods for requesting and obtaining interviews and data. We will bring an initial information request to the kick-off meeting based on our understanding of the City's needs and our knowledge of conducting similar assessments.

We will work with the City project sponsor to create an initial interview request list. Once the Assessment has begun and knowledge learned, additional information and interview request lists will be developed and submitted to the City.

Outputs: Initial Information and Interview Requests

Phase 2 – Information Gathering

The Information Gathering Phase will consist of obtaining information from two primary sources: information requested and received from the Department, and from information obtained during interviews.

We will create a tracking matrix to identify what information has been received and the completeness of the received information compared to what was requested. We will also create a tracking matrix for the interviews requested and timeliness of being able to conduct the meetings and obtain necessary data. We will include the information and interview tracking matrices in our bi-weekly status reports to the City to ensure visibility into any delays or obstacles.

We will also leverage our internal catalog and conduct research of leading operational and technological practices to help develop future state models.

Outputs: Additional Information and Interview Requests, and Tracking Matrices

Phase 3 – Fieldwork and Data Analysis

There will be significant amounts of data and information leveraged in our approach that will guide our findings, analysis, and recommendations. We will perform our initial fieldwork primarily by:

a. Reviewing requested information and data

We will request and review relevant information such as:

- Organization charts
- Job descriptions including roles, responsibilities, and competencies
- Policies and procedures
- Technology/systems inventory
- Workflow diagrams or mapping
- Fiscal and budgetary data/reports
- Volume/customer information
- Strategic plans and/or prior similar assessments

b. Conducting interviews

M&J will conduct multiple interviews with City management and staff. We will use the interviews to gain an understanding of people's roles and responsibilities, organization and reporting, operating functions, and compliance. We will meet with certain employees one-on-one, and will conduct group interviews or workshops where it makes sense.

c. Performing field/workflow/system observations

Part of our fieldwork will include performing direct observations of business processes and workflow. We want to understand first-hand how processes and workflow actually operate – not just how they are supposed to operate.

Phase 4 – Validation and Reporting

We will begin this phase while fieldwork is still being conducted. The purpose of this phase is to:

- Begin to share preliminary observations with the appropriate stakeholders through meetings/workshops
- Receive feedback on the preliminary observations
- Based on feedback received, perform additional fieldwork or data analysis as applicable
- Prepare draft report
- Communicate draft report to the City project sponsor and appropriate stakeholders
- Obtain written feedback from draft report
- Prepare final report
- Present final report to appropriate stakeholders

Outputs: Draft Report, Final Report, Final Report Presentation

Timing

We estimate a project duration of approximately 22 weeks to complete the Assessment.

We will deliver a draft report at approximately 20 weeks after project commencement and allow time for City review/commentary and any appropriate adjustments to be made before issuing a final report at approximately 22 weeks after project commencement.

B. Engagement Team

David Roberts will serve as the engagement partner and will be responsible for overseeing the engagement and the delivery of all services to you. David has extensive experience assessing financial functions at state and local governments level leading to enhanced operations, customer service, transparency, and accountability. Kate Russell, who served as a former state agency CFO, and other professionals from our Government Practice will also serve the City in delivering services against our scope of work. Our team consists of seasoned consultants and executives who have “sat in your chair” and understand the fiscal, operational, and political pressures that local governments face daily. We have extensive experience assessing all core functions included in scope.

C. Engagement Assumptions, Client Acknowledgements, Responsibilities and Representations

Our Services, Fees and work schedule are based upon the following assumptions, acknowledgements, representations, and understandings with you:

- The services described in this engagement letter constitute an advisory engagement conducted under American Institute of Certified Public Accountants standards for consulting services
- Our work will be to assist and advise you with this project. As stated below and for clarity, we will not, nor does the City desire us to, perform any management functions, make management decisions, or otherwise perform in a capacity equivalent to that of an employee or officer of the City
- The City will determine the extent of services it wishes Mauldin & Jenkins to provide and will undertake the responsibilities set forth in this engagement letter
- The City will designate an employee or employees within its senior management who will make or obtain all management decisions with respect to this engagement on a timely basis
- The City will ensure that we have access to key people, facilities and data, and that all levels of your employees and contractors/relevant third parties will cooperate fully and timely with us. The success of this engagement is dependent upon full openness, communications, cooperation and timely direction
- The City agrees that all assumptions set forth in this engagement letter are accurate and agrees to provide us with such further information we may need and which we can rely on to be accurate and complete. We will be entitled to rely on all of your decisions and approvals made independently, and we will not be obligated to evaluate, advise on, confirm or reject such decisions and approvals
- The City will evaluate the adequacy and results of services and will let us know immediately of any problems or issues you perceive in our personnel, services or deliverables

- Mauldin & Jenkins will provide recommendations as applicable. The City is responsible for evaluating such recommendations and implementing the recommendations as deemed appropriate by the City
- The City will review the draft report in a timely manner
- Untimely review, or access to people or information could have an impact on the project schedule
- In no event shall Mauldin & Jenkins (or its personnel) be liable to the City – whether a claim be in tort, contract or otherwise—for any consequential, indirect, lost profit or similar damages relating to the services provided under this engagement letter, except to the extent finally determined to have resulted from the negligence or fraudulent behavior of Mauldin & Jenkins relating to such service

The fulfillment and confirmation of these responsibilities, acknowledgements and representations are critical to the success of this engagement. The successful delivery of our services, and the fees charged, are also dependent on your timely and effective completion of your responsibilities, the accuracy and completeness of the assumptions, and timely decisions and approvals by your management. You will be responsible for any delays, additional costs or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out your responsibilities.

D. Additional Understandings Arising from the Performance of Attest Services by Mauldin & Jenkins

Mauldin & Jenkins currently performs the financial audit in accordance with “Government Auditing Standards” (GAS) issued by the Comptroller General of the United States. GAS requires that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a nonaudit service to an existing GAS audit client or an entity for which we may be asked to provide future audit services under GAS standards, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other nonaudit services provided. A critical component of our determination is consideration of management’s ability to effectively oversee the nonaudit service to be performed. The City has agreed to designate an individual who possesses suitable skill, knowledge, or experience and that the individual understands the Services to be performed sufficiently to oversee them.

Accordingly, the management of the City agrees to the following:

1. The City has designated a senior member of management, who possesses suitable skill, knowledge, and experience to oversee the services.
2. The City will assume all management responsibilities for subject matter and scope of the Services.
3. The City will evaluate the adequacy and results of the services performed.
4. The City accepts responsibility for the results and ultimate use of the services.

GAS further requires we establish an understanding with the management, and those charged with governance, of the City of the objectives of the nonaudit service, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the nonaudit service. We believe this engagement letter documents that understanding.

DRAFT – For Discussion Purposes Only

The City acknowledges it will not utilize Mauldin & Jenkins, LLC to store documents, data, or records on its behalf 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.

E. Fees

M&J will provide the services described in this engagement letter based on time and material – meaning that we will bill the Department for actual hours worked based on the hourly rates shown in the following table. The work described in the engagement letter will not exceed \$138,560 with an estimated resource requirement of between 600 - 630 hours. Any additional fees and scopes of services will be mutually agreed upon in writing. Our fee estimates are based on the hourly rates included in the following table.

Professional Level	Hourly Rates
Partner	\$375
Director	\$300
Manager	\$275
Senior Staff	\$225
Staff	\$185

Additional requested M&J assistance either during or after the Assessment will require additional scoping conversations with additional related fees. We will invoice the City monthly for actual hours and expenses incurred and payment is expected within 30 days.

The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt of requested information and the scheduling and conduct of requested interviews) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the project. If significant additional time is necessary, or if additional scope elements are requested, we will discuss it with the designated client project sponsor and arrive at a new fee estimate before we incur the additional costs.

The attached Terms and Conditions apply to this engagement and are an integral part of our agreement. Please indicate your agreement to these arrangements by signing and returning a copy of this engagement letter with the completed acknowledgement section.

We appreciate the opportunity to be of service to you and look forward to working with you on this engagement.

Sincerely,

David Roberts, Mauldin & Jenkins
Government Advisory Lead Partner

F. Acknowledgement and Acceptance

We have read and agree to this engagement letter, the attached and incorporated Terms and Conditions. The City and its signatory below represents that said signatory is its duly authorized representative and has the requisite power and authority to bind the City to the undertakings and obligations contained herein.

Acknowledged and accepted:

The City of Clarkston

By: _____

Name: _____

Title: _____

Mauldin & Jenkins (M&J) Standard Government Advisory Terms and Conditions

1. Client Acceptance of Services.

At the conclusion of each phase of the Services, M&J will review with Client the intended scope of work and Deliverables to confirm compliance with the defined project expectations. If Client reasonably believes the Deliverables do not conform to project expectations, Client will notify M&J of such nonconformity in writing within ten (10) business days of receiving the Deliverables. M&J will then have a reasonable period of time to correct the nonconformity, as mutually agreed to by the Parties based upon severity and complexity of the necessary correction. If Client uses the Deliverables before acceptance or fails to notify M&J of the nonconformance within the above-referenced ten-day (10-day) period, the Deliverables will be considered accepted.

2. Disputes and Remedies.

2.1. If Client objects to any portion of an invoice, Client will provide written notice of its objection to M&J within ten (10) days of the date it receives the applicable invoice, including a detailed description of the basis for Client's contention that any invoiced amounts are incorrect and any applicable supporting documentation. Client will be responsible for payment of the portion of the invoice that is not in dispute within thirty (30) days of the date it received the applicable invoice. If Client and M&J cannot resolve the disputed amounts within ten (10) days thereafter, the dispute shall be escalated to the senior management of each respective Party, who shall engage in good faith efforts, to promptly resolve such dispute. If it is determined by the Parties that Client owes all or part of any amount subject to dispute, Client shall remit such amount to M&J within five (5) days of such determination. M&J reserves the right to charge interest on any undisputed amount invoiced that is not paid within thirty (30) days of the invoice date.

2.2. In the event that Client fails to pay any undisputed invoiced amounts within sixty (60) days of their due date, upon written notice to

Client, M&J shall have the right to suspend its Services until such time as Client pays such undisputed amounts invoiced in full. M&J will not be liable for any resulting loss, damage or expense connected with such suspension.

2.3. The foregoing does not limit M&J from pursuing any other rights available at law or in equity and is in addition to, not in lieu of, M&J's termination rights under Section 5.

3. Use and Ownership.

3.1. Deliverables. "Deliverables" shall mean those custom-developed documents, data, reports, analyses, recommendations, work product (if any), and other materials authored or prepared by M&J specifically for Client pursuant to the Scope of Work and identified therein. For avoidance of doubt, Deliverables do not include M&J Information (as defined in Section 3.3) or M&J's administrative communications, records, files and working papers relating to the Services that remain the sole and exclusive property of M&J. In the event that a Scope of Work for outsourced services provides that Client acquires ownership of working papers, M&J will be entitled to retain copies of all such working papers subject to the confidentiality obligations herein. Notwithstanding anything stated to the contrary in this Agreement, as between M&J and Client, any information, data or material provided by Client to M&J in connection with M&J's Services hereunder shall remain, and is, the sole and exclusive property of Client.

3.2. License of Deliverables and M&J Information. Subject to the limitations set forth herein, upon final payment for the Services in connection with this Engagement Letter, Client shall have a perpetual, nontransferable royalty-free, worldwide license, without the right to grant sublicenses (except that Client may grant sublicenses to its Participating Affiliates consistent with the license restrictions and limitations set forth herein), to use, copy and modify the Deliverables delivered by M&J

Mauldin & Jenkins (M&J) Standard Government Advisory Terms and Conditions

thereunder, including the M&J Information incorporated therein or provided therewith (i) solely for the purpose of using such materials in Client's internal business and (ii) in accordance with any limitations and restrictions set forth in Client's licenses with third parties.

3.3. M&J Information. Notwithstanding any other provisions set forth herein, M&J reserves all rights in and to all proprietary works of authorship created, developed or purchased by M&J (or by any third party under contract to M&J) that either (i) have not been created specifically for Client or (ii) have general applicability to M&J's business. M&J Information includes works created before and during the term of this Agreement. M&J Information includes (without limitation) methodologies, templates and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof (collectively, "M&J Information"). Except as set forth in the Scope of Work or otherwise permitted in this Agreement, Client may not reuse, resell or disclose M&J Information to any third parties. Further, Client is expressly prohibited from disaggregating M&J Information from the Deliverables.

3.4. Sole Benefit and Use. Client acknowledges and agrees that any advice, information or work product provided to Client by M&J in connection with this Engagement Letter is for the sole benefit and use of Client and may not be relied upon or used by any third party; provided, however, that Client may share any advice, information or work product provided to it by M&J with Client's regulators, auditors and advisors in the ordinary course of business as necessary.

4. Indemnification and Limitation of Liability

4.1. Client's Indemnification of M&J. Client will indemnify M&J (and its personnel) and tender a defense to M&J (and its personnel) for all costs,

fees, expenses, damages and liabilities (including reasonable attorneys' fees and costs) associated with (i) a claim made by any claimant that is not a party to this Agreement and which arises from or relates to any Services, Deliverables or other work product from M&J that Client uses or discloses to others in a manner other than that expressly permitted by this Agreement OR (ii) a knowing misrepresentation by Client management.

5. Term and Termination

5.1. Term. This Agreement will commence on the Effective Date and will continue until it is terminated by one or both of the Parties in accordance with this Section 5.

5.2. Material Breach. Either Party may terminate this Agreement for a material breach that remains uncured for thirty (30) days after the breaching Party receives written notice of such breach from the non-breaching Party. The failure of Client to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach of this Agreement. M&J will not be liable to Client for any resulting loss, damage or expense connected with a termination for Client's material breach under this provision.

5.3. Termination without Cause. Unless otherwise set forth in the Scope of Work, either Party may terminate this Agreement for any reason upon fifteen (15) days prior written notice to the other Party. If the Scope of Work contains a longer notice period for termination without cause than that set forth herein, then the notice period in such Scope of Work will govern; provided, however, that if Client terminates pursuant to this Section 5.3, it must pay all outstanding fees and expenses for Services actually performed and Client Deliverables or portions thereof delivered (in each case, even if such Services or Client Deliverables are incomplete) as of the effective date of termination. If the Engagement Letter contains

Mauldin & Jenkins (M&J) Standard Government Advisory Terms and Conditions

payment terms on any basis other than fees and expenses paid on time and materials basis, then such payment terms shall govern.

5.4. Effect of Termination. Upon the effective date of a termination of this Agreement (i) each Party shall promptly return to the other all Confidential Information of the other Party in its possession; (ii) M&J shall submit to Client an itemized final invoice for any fees, reimbursable expenses, and any related taxes not previously invoiced under this Agreement; (iii) within thirty (30) days after receipt of M&J's final invoice, Client shall pay all undisputed amounts due M&J pursuant to such invoice and all other outstanding invoices; (iv) M&J shall have no further responsibility for any incomplete or in-process Client Deliverable as of the date of termination; and (v) to the extent both Parties mutually agree at such time, M&J will provide Client with up to thirty (30) days of termination transition services. The scope, cost, and timing of such termination transition services will be mutually agreed upon by the Parties at such time.

5.5. Survival. The following Sections will survive the termination of this Agreement as applicable: 3 (Use and Ownership), 4 (Indemnification and Limitation of Liability), 5.4 (Effect of Termination), together with accrued payment obligations.

6. General Provisions

6.1. Governing Law. This Agreement will be governed and construed in accordance with the laws of the state of Georgia, without regard to the conflicts of laws or principles thereof.

6.2. Time to Bring Claims. No claim or action by either Party, regardless of whether the claim is in contract, in tort, at law or in equity, arising out of or relating to any matter under this Agreement, may be brought by either Party more than twenty-four (24) months after the Party first knows or has reason to know that the claim or cause of action has accrued, but in no event more than thirty-six (36) months following the completion of the Services. This Section 6.2 may shorten, but in no event will it extend, any period of limitation on actions otherwise provided by applicable Law.

6.3. Legal Action Requiring Disclosure. In the event M&J is requested or authorized by Client or is required by regulation, Law, subpoena or other legal process to produce its documents or its personnel as witnesses with respect to its Services for Client, Client will, so long as M&J is not a Party to the proceeding in which the information is sought, reimburse M&J for its professional time and expenses, including the reasonable fees and expenses of counsel, incurred in responding to such requests.

6.4. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument executed by both Parties.



Mauldin & Jenkins
200 Galleria Parkway SE
Suite 1700
Atlanta, GA 30339

March 19, 2024

Ms. Tammi Sadler Jones
Interim City Manager
City of Clarkston
1055 Rowland Street
Clarkston, Georgia 30021

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Phase 1 – Initiation and Planning

M&J will conduct a kick-off meeting with the City project sponsor and other relevant stakeholders. The purpose of the kick-off meeting will be to introduce the M&J Team; discuss roles and responsibilities; and project objectives, scope, timing, communication protocols, and potential risks. The meeting will allow for discussion at a more granular level to help ensure M&J and the City are aligned on key project attributes.

We will also discuss access to people and information needed during the Assessment and methods for requesting and obtaining interviews and data. We will bring an initial information request to the kick-off meeting based on our understanding of the City's needs and our knowledge of conducting similar assessments.

We will work with the City project sponsor to create an initial interview request list. Once the Assessment has begun and knowledge learned, additional information and interview request lists will be developed and submitted to the City.

Outputs: Initial Information and Interview Requests

Phase 2 – Information Gathering

The Information Gathering Phase will consist of obtaining information from two primary sources: information requested and received from the Department, and from information obtained during interviews.

We will create a tracking matrix to identify what information has been received and the completeness of the received information compared to what was requested. We will also create a tracking matrix for the interviews requested and timeliness of being able to conduct the meetings and obtain necessary data. We will include the information and interview tracking matrices in our bi-weekly status reports to the City to ensure visibility into any delays or obstacles.

We will also leverage our internal catalog and conduct research of leading operational and technological practices to help develop future state models.

Outputs: Additional Information and Interview Requests, and Tracking Matrices

Phase 3 – Fieldwork and Data Analysis

There will be significant amounts of data and information leveraged in our approach that will guide our findings, analysis, and recommendations. We will perform our initial fieldwork primarily by:

a. Reviewing requested information and data

We will request and review relevant information such as:

- Organization charts
- Job descriptions including roles, responsibilities, and competencies
- Policies and procedures
- Technology/systems inventory
- Workflow diagrams or mapping
- Fiscal and budgetary data/reports
- Volume/customer information
- Strategic plans and/or prior similar assessments

b. Conducting interviews

M&J will conduct multiple interviews with City management and staff. We will use the interviews to gain an understanding of people's roles and responsibilities, organization and reporting, operating functions, and compliance. We will meet with certain employees one-on-one, and will conduct group interviews or workshops where it makes sense.

c. Performing field/workflow/system observations

Part of our fieldwork will include performing direct observations of business processes and workflow. We want to understand first-hand how processes and workflow actually operate – not just how they are supposed to operate.

Phase 4 – Validation and Reporting

We will begin this phase while fieldwork is still being conducted. The purpose of this phase is to:

- Begin to share preliminary observations with the appropriate stakeholders through meetings/workshops
- Receive feedback on the preliminary observations
- Based on feedback received, perform additional fieldwork or data analysis as applicable
- Prepare draft report
- Communicate draft report to the City project sponsor and appropriate stakeholders
- Obtain written feedback from draft report
- Prepare final report
- Present final report to appropriate stakeholders

Outputs: Draft Report, Final Report, Final Report Presentation

Optional Additional Implementation Support

Based on the results of the Assessment, and the City's evaluation and determination of recommendation implementation, M&J can provide additional support to help implement recommendations contained in the Assessment. Additional timing for implementation will be determined based upon the results of the Assessment and the City's desire for implementation support.

Timing

We estimate a project duration of approximately 22 weeks to complete the Assessment.

We will deliver a draft report at approximately 20 weeks after project commencement and allow time for City review/commentary and any appropriate adjustments to be made before issuing a final report at approximately 22 weeks after project commencement.

B. Engagement Team

David Roberts will serve as the engagement partner and will be responsible for overseeing the engagement and the delivery of all services to you. David has extensive experience assessing financial functions at state and local governments level leading to enhanced operations, customer service, transparency, and accountability. Kate Russell, who served as a former state agency CFO, and other professionals from our Government Practice will also serve the City in delivering services against our scope of work. Our team consists of seasoned consultants and executives who have "sat in your chair" and understand the fiscal, operational, and political pressures that local governments face daily. We have extensive experience assessing all core functions included in scope.

C. Engagement Assumptions, Client Acknowledgements, Responsibilities and Representations

Our Services, Fees and work schedule are based upon the following assumptions, acknowledgements, representations, and understandings with you:

- The services described in this engagement letter constitute an advisory engagement conducted under American Institute of Certified Public Accountants standards for consulting services
- Our work will be to assist and advise you with this project. As stated below and for clarity, we will not, nor does the City desire us to, perform any management functions, make management decisions, or otherwise perform in a capacity equivalent to that of an employee or officer of the City
- The City will determine the extent of services it wishes Mauldin & Jenkins to provide and will undertake the responsibilities set forth in this engagement letter
- The City will designate an employee or employees within its senior management who will make or obtain all management decisions with respect to this engagement on a timely basis
- The City will ensure that we have access to key people, facilities and data, and that all levels of your employees and contractors/relevant third parties will cooperate fully and timely with us. The success of this engagement is dependent upon full openness, communications, cooperation and timely direction

- The City agrees that all assumptions set forth in this engagement letter are accurate and agrees to provide us with such further information we may need and which we can rely on to be accurate and complete. We will be entitled to rely on all of your decisions and approvals made independently, and we will not be obligated to evaluate, advise on, confirm or reject such decisions and approvals
- The City will evaluate the adequacy and results of services and will let us know immediately of any problems or issues you perceive in our personnel, services or deliverables
- Mauldin & Jenkins will provide recommendations as applicable. The City is responsible for evaluating such recommendations and implementing the recommendations as deemed appropriate by the City
- The City will review the draft report in a timely manner
- Untimely review, or access to people or information could have an impact on the project schedule
- In no event shall Mauldin & Jenkins (or its personnel) be liable to the City – whether a claim be in tort, contract or otherwise—for any consequential, indirect, lost profit or similar damages relating to the services provided under this engagement letter, except to the extent finally determined to have resulted from the negligence or fraudulent behavior of Mauldin & Jenkins relating to such service

The fulfillment and confirmation of these responsibilities, acknowledgements and representations are critical to the success of this engagement. The successful delivery of our services, and the fees charged, are also dependent on your timely and effective completion of your responsibilities, the accuracy and completeness of the assumptions, and timely decisions and approvals by your management. You will be responsible for any delays, additional costs or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out your responsibilities.

D. Additional Understandings Arising from the Performance of Attest Services by Mauldin & Jenkins

Mauldin & Jenkins currently performs the financial audit in accordance with “Government Auditing Standards” (GAS) issued by the Comptroller General of the United States. GAS requires that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a nonaudit service to an existing GAS audit client or an entity for which we may be asked to provide future audit services under GAS standards, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other nonaudit services provided. A critical component of our determination is consideration of management’s ability to effectively oversee the nonaudit service to be performed. The City has agreed to designate an individual who possesses suitable skill, knowledge, or experience and that the individual understands the Services to be performed sufficiently to oversee them.

Accordingly, the management of the City agrees to the following:

1. The City has designated a senior member of management, who possesses suitable skill, knowledge, and experience to oversee the services.
2. The City will assume all management responsibilities for subject matter and scope of the Services.
3. The City will evaluate the adequacy and results of the services performed.

4. The City accepts responsibility for the results and ultimate use of the services.

GAS further requires we establish an understanding with the management, and those charged with governance, of the City of the objectives of the nonaudit service, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the nonaudit service. We believe this engagement letter documents that understanding.

The City acknowledges it will not utilize Mauldin & Jenkins, LLC to store documents, data, or records on its behalf 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.

E. Fees

M&J will provide the services described in this engagement letter based on time and material – meaning that we will bill the Department for actual hours worked based on the hourly rates shown in the following table. The work described in the engagement letter will not exceed \$193,420 with an estimated resource requirement of between 840 - 870 hours. Fees for the Assessment will not exceed \$138,560, and fees for implementation support resulting from the Assessment will not exceed \$54,860. Any additional fees and scopes of services will be mutually agreed upon in writing. Our fee estimates are based on the hourly rates included in the following table.

Professional Level	Hourly Rates
Partner	\$375
Director	\$300
Manager	\$275
Senior Staff	\$225
Staff	\$185

Additional requested M&J assistance either during or after the Assessment will require additional scoping conversations with additional related fees. We will invoice the City monthly for actual hours and expenses incurred and payment is expected within 30 days.

The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt of requested information and the scheduling and conduct of requested interviews) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the project. If significant additional time is necessary, or if additional scope elements are requested, we will discuss it with the designated client project sponsor and arrive at a new fee estimate before we incur the additional costs.

DRAFT – For Discussion Purposes Only

The attached Terms and Conditions apply to this engagement and are an integral part of our agreement. Please indicate your agreement to these arrangements by signing and returning a copy of this engagement letter with the completed acknowledgement section.

We appreciate the opportunity to be of service to you and look forward to working with you on this engagement.

Sincerely,

David Roberts, Mauldin & Jenkins
Government Advisory Lead Partner

F. Acknowledgement and Acceptance

We have read and agree to this engagement letter, the attached and incorporated Terms and Conditions. The City and its signatory below represents that said signatory is its duly authorized representative and has the requisite power and authority to bind the City to the undertakings and obligations contained herein.

Acknowledged and accepted:

The City of Clarkston

By: _____

Name: _____

Title: _____

Mauldin & Jenkins (M&J) Standard Government Advisory Terms and Conditions

1. Client Acceptance of Services.

At the conclusion of each phase of the Services, M&J will review with Client the intended scope of work and Deliverables to confirm compliance with the defined project expectations. If Client reasonably believes the Deliverables do not conform to project expectations, Client will notify M&J of such nonconformity in writing within ten (10) business days of receiving the Deliverables. M&J will then have a reasonable period of time to correct the nonconformity, as mutually agreed to by the Parties based upon severity and complexity of the necessary correction. If Client uses the Deliverables before acceptance or fails to notify M&J of the nonconformance within the above-referenced ten-day (10-day) period, the Deliverables will be considered accepted.

2. Disputes and Remedies.

2.1. If Client objects to any portion of an invoice, Client will provide written notice of its objection to M&J within ten (10) days of the date it receives the applicable invoice, including a detailed description of the basis for Client's contention that any invoiced amounts are incorrect and any applicable supporting documentation. Client will be responsible for payment of the portion of the invoice that is not in dispute within thirty (30) days of the date it received the applicable invoice. If Client and M&J cannot resolve the disputed amounts within ten (10) days thereafter, the dispute shall be escalated to the senior management of each respective Party, who shall engage in good faith efforts, to promptly resolve such dispute. If it is determined by the Parties that Client owes all or part of any amount subject to dispute, Client shall remit such amount to M&J within five (5) days of such determination. M&J reserves the right to charge interest on any undisputed amount invoiced that is not paid within thirty (30) days of the invoice date.

2.2. In the event that Client fails to pay any undisputed invoiced amounts within sixty (60) days of their due date, upon written notice to

Client, M&J shall have the right to suspend its Services until such time as Client pays such undisputed amounts invoiced in full. M&J will not be liable for any resulting loss, damage or expense connected with such suspension.

2.3. The foregoing does not limit M&J from pursuing any other rights available at law or in equity and is in addition to, not in lieu of, M&J's termination rights under Section 5.

3. Use and Ownership.

3.1. Deliverables. "Deliverables" shall mean those custom-developed documents, data, reports, analyses, recommendations, work product (if any), and other materials authored or prepared by M&J specifically for Client pursuant to the Scope of Work and identified therein. For avoidance of doubt, Deliverables do not include M&J Information (as defined in Section 3.3) or M&J's administrative communications, records, files and working papers relating to the Services that remain the sole and exclusive property of M&J. In the event that a Scope of Work for outsourced services provides that Client acquires ownership of working papers, M&J will be entitled to retain copies of all such working papers subject to the confidentiality obligations herein. Notwithstanding anything stated to the contrary in this Agreement, as between M&J and Client, any information, data or material provided by Client to M&J in connection with M&J's Services hereunder shall remain, and is, the sole and exclusive property of Client.

3.2. License of Deliverables and M&J Information. Subject to the limitations set forth herein, upon final payment for the Services in connection with this Engagement Letter, Client shall have a perpetual, nontransferable royalty-free, worldwide license, without the right to grant sublicenses (except that Client may grant sublicenses to its Participating Affiliates consistent with the license restrictions and limitations set forth herein), to use, copy and modify the Deliverables delivered by M&J

Mauldin & Jenkins (M&J) Standard Government Advisory Terms and Conditions

thereunder, including the M&J Information incorporated therein or provided therewith (i) solely for the purpose of using such materials in Client's internal business and (ii) in accordance with any limitations and restrictions set forth in Client's licenses with third parties.

3.3. M&J Information. Notwithstanding any other provisions set forth herein, M&J reserves all rights in and to all proprietary works of authorship created, developed or purchased by M&J (or by any third party under contract to M&J) that either (i) have not been created specifically for Client or (ii) have general applicability to M&J's business. M&J Information includes works created before and during the term of this Agreement. M&J Information includes (without limitation) methodologies, templates and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof (collectively, "M&J Information"). Except as set forth in the Scope of Work or otherwise permitted in this Agreement, Client may not reuse, resell or disclose M&J Information to any third parties. Further, Client is expressly prohibited from disaggregating M&J Information from the Deliverables.

3.4. Sole Benefit and Use. Client acknowledges and agrees that any advice, information or work product provided to Client by M&J in connection with this Engagement Letter is for the sole benefit and use of Client and may not be relied upon or used by any third party; provided, however, that Client may share any advice, information or work product provided to it by M&J with Client's regulators, auditors and advisors in the ordinary course of business as necessary.

4. Indemnification and Limitation of Liability

4.1. Client's Indemnification of M&J. Client will indemnify M&J (and its personnel) and tender a defense to M&J (and its personnel) for all costs,

fees, expenses, damages and liabilities (including reasonable attorneys' fees and costs) associated with (i) a claim made by any claimant that is not a party to this Agreement and which arises from or relates to any Services, Deliverables or other work product from M&J that Client uses or discloses to others in a manner other than that expressly permitted by this Agreement OR (ii) a knowing misrepresentation by Client management.

5. Term and Termination

5.1. Term. This Agreement will commence on the Effective Date and will continue until it is terminated by one or both of the Parties in accordance with this Section 5.

5.2. Material Breach. Either Party may terminate this Agreement for a material breach that remains uncured for thirty (30) days after the breaching Party receives written notice of such breach from the non-breaching Party. The failure of Client to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach of this Agreement. M&J will not be liable to Client for any resulting loss, damage or expense connected with a termination for Client's material breach under this provision.

5.3. Termination without Cause. Unless otherwise set forth in the Scope of Work, either Party may terminate this Agreement for any reason upon fifteen (15) days prior written notice to the other Party. If the Scope of Work contains a longer notice period for termination without cause than that set forth herein, then the notice period in such Scope of Work will govern; provided, however, that if Client terminates pursuant to this Section 5.3, it must pay all outstanding fees and expenses for Services actually performed and Client Deliverables or portions thereof delivered (in each case, even if such Services or Client Deliverables are incomplete) as of the effective date of termination. If the Engagement Letter contains

Mauldin & Jenkins (M&J) Standard Government Advisory Terms and Conditions

payment terms on any basis other than fees and expenses paid on time and materials basis, then such payment terms shall govern.

5.4. Effect of Termination. Upon the effective date of a termination of this Agreement (i) each Party shall promptly return to the other all Confidential Information of the other Party in its possession; (ii) M&J shall submit to Client an itemized final invoice for any fees, reimbursable expenses, and any related taxes not previously invoiced under this Agreement; (iii) within thirty (30) days after receipt of M&J's final invoice, Client shall pay all undisputed amounts due M&J pursuant to such invoice and all other outstanding invoices; (iv) M&J shall have no further responsibility for any incomplete or in-process Client Deliverable as of the date of termination; and (v) to the extent both Parties mutually agree at such time, M&J will provide Client with up to thirty (30) days of termination transition services. The scope, cost, and timing of such termination transition services will be mutually agreed upon by the Parties at such time.

5.5. Survival. The following Sections will survive the termination of this Agreement as applicable: 3 (Use and Ownership), 4 (Indemnification and Limitation of Liability), 5.4 (Effect of Termination), together with accrued payment obligations.

6. General Provisions

6.1. Governing Law. This Agreement will be governed and construed in accordance with the laws of the state of Georgia, without regard to the conflicts of laws or principles thereof.

6.2. Time to Bring Claims. No claim or action by either Party, regardless of whether the claim is in contract, in tort, at law or in equity, arising out of or relating to any matter under this Agreement, may be brought by either Party more than twenty-four (24) months after the Party first knows or has reason to know that the claim or cause of action has accrued, but in no event more than thirty-six (36) months following the completion of the Services. This Section 6.2 may shorten, but in no event will it extend, any period of limitation on actions otherwise provided by applicable Law.

6.3. Legal Action Requiring Disclosure. In the event M&J is requested or authorized by Client or is required by regulation, Law, subpoena or other legal process to produce its documents or its personnel as witnesses with respect to its Services for Client, Client will, so long as M&J is not a Party to the proceeding in which the information is sought, reimburse M&J for its professional time and expenses, including the reasonable fees and expenses of counsel, incurred in responding to such requests.

6.4. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument executed by both Parties.



CITY OF CLARKSTON

ITEM NO: 6B

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Review/Discussion

MEETING DATE: March 27, 2024

SUBJECT: Discuss approval of a Resolution by the Clarkston City Council to declare a vacancy in the office of the Councilmember and to call a Special Called Election to fill the unexpired term of former Councilmember Awet Eyasu.

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: Discuss Approval of a Resolution by the Clarkston City Council to declare a vacancy in the office of the Councilmember and to call a Special Called Election to fill the unexpired term of former Councilmember Awet Eyasu.

NEED/ IMPACT: On Thursday, March 7, 2024, City Councilman Awet Eyasu effectively resigned from his seat on the Clarkston City Council by qualifying to run for the elected office of DeKalb County School Board Member. The Clarkston City Council will need to declare the vacancy and call a special election to be held on November 5, 2024, to elect a person to serve the remainder of Mr. Eyasu's term of office through the end of 2027.

RECOMMENDATION: N/A

RESOLUTION NO. _____

**BY THE CLARKSTON CITY COUNCIL TO DECLARE A VACANCY IN THE
OFFICE OF COUNCILMEMBER AND TO CALL A SPECIAL ELECTION TO
FILL THE UNEXPIRED TERM OF FORMER COUNCILMEMBER EYASU.**

WHEREAS, Councilmember Awet Eyasu has qualified as a Candidate to participate in the election for the elected office of DeKalb County Board of Education Member; and

WHEREAS, Georgia Constitution Art. 2, § 2, ¶ V provides that the office of an elected municipal official immediately becomes vacant upon the official qualifying for another elected office; and

WHEREAS, Clarkston City Charter Sec. 2.05(a) provides that a vacancy in the office of Councilmember shall be declared by the Mayor in a regular meeting of the City Council and shall be affirmed by a majority vote of the City Council; and

WHEREAS, Clarkston City Charter Sec. 2.05(c) provides that a vacancy in the office of Councilmember is to be filled by a special election if a regular municipal election is not scheduled to occur within twelve (12) months from the date that the vacancy is declared; and

WHEREAS, Charter Sec. 2.05(c) provides that such special election shall be held on a date provided for by O.C.G.A. § 21-2-540(c); and

WHEREAS, the next available date for a special election under O.C.G.A. § 21-2-540(c) to fill the vacancy in the office of Councilmember is November 5, 2024.

NOW THEREFORE, BE IT RESOLVED that Mayor Burks has declared the office formerly held by Councilmember Awet Eyasu to be vacant and the City Council does hereby affirm the existence of such vacancy.

BE IT FURTHER RESOLVED by the City Council that the City Election Superintendent shall call a special election to be held November 5, 2024, to fill the remainder of the unexpired term of Councilmember Eyasu, which concludes on December 31, 2027.

BE IT FURTHER RESOLVED that a Qualifying Period that complies with applicable State law shall be established and published by the City Election Superintendent.

SO RESOLVED, this _____ day of _____, 2024.

**CITY COUNCIL
CITY OF CLARKSTON, GEORGIA**

BEVERLY H. BURKS, Mayor

ATTEST:

City Clerk

Approved as to form:

Stephen G. Quinn
Stephen Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 6C

CLARKSTON CITY WORKSESSION

HEARING TYPE:
Worksession

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Vote

MEETING DATE: March 26, 2024

SUBJECT: Adopt Resolution Authorizing, Among Other Things, Amending the FY2023 Operating Budget from \$12,357,457 to \$12,469,977

DEPARTMENT: Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages: 11

INFORMATION CONTACT: Dan Defnall, Finance
Director
PHONE NUMBER: 770-367-4580

PURPOSE: To consider adopting the attached Resolution amending the FY2023 Operating Budget

NEED/ IMPACT: The City of Clarkston approves an annual budget prior to the beginning of each fiscal year based on projected revenues and expenditures. Throughout the year, various factors influence the budget which impacts projected revenues being realized and which affect necessary expenditures. In August 2023, the City approved a 2023 budget amendment when additional pay increases for staff were implemented mid-year.

As part of our annual audit review, the Georgia Department of Accounts and Audits (GDAA) monitors our budget vs. actuals reports at the legal level of control, which for the City of Clarkston is by fund and departmental level. This budget amendment is needed to correct the FY2023 Amended budget appropriations based on actual expenditures in FY2023 to be compliant with the GDAA. The attached worksheets show the line-item budget amendments being proposed to make adjustments between line item expenditure categories and departments with each fund.

GENERAL FUND

The Fiscal Year 2023 General Fund total budgeted revenues were amended to \$7,516,880 in August 2023 with budgeted General Fund Expenditures budget of \$7,516,880. This final amendment to General Fund Revenues is a decrease of \$13,700 to General Fund expenditures and revenues to bring the final amended General Fund Budget amount to \$7,503,180 for both Revenues and Expenditures. These budget amendments are to reallocate budgeted line items between departments and specific line items.

FEDERAL SEIZURES FUND

The Fiscal Year 2023 Federal Seizures Fund budget amendment increases the final budgeted Revenues and Expenditures by a net increase of \$20,350 from \$93,202 to \$113,552 due to changes in 2023.

ARPA FUND

Most of the final budget amendments for the audit are in the ARPA fund. Due to time restraints back in August due to the payroll changes being implemented, staff were not able to complete a thorough analysis of the ARPA fund by line item budget at that time and no amendments were proposed. The original approved 2023 budget for ARPA Revenues and Expenditures was \$973,200. This final amended 2023 budget increase of \$105,870 to correct the budget allocations between departments and line items based on actual expenditures for 2023 is \$1,079,070 for Revenues and Expenditures.

ALL FUNDS-AMENDED BUDGET FY2023

After the above referenced amendments, the FY2023 Amended Budget for All Funds Combined is \$12,469,977 for both Revenues and Expenditures.

City of Clarkston
FY2023 Budget Amendments by General Ledger Code

General Fund
Administration

100-1500-10-511100	45,000.00	City Manager Contract Termination
100-1500-10-521210	(20,000.00)	Reduction in Budget Legal Fees
		Sumter-Interim City Manager Services Sept-Dec 2023 \$78,269, Davenport & Company Advisory Services \$20,153, Ikon Filmworks-Sound/Meeting Recordings Nov-Dec 2023 \$18,270, PivotPath Marketing Services \$11,008, Elarbee Thompson-Employee Handbook Review \$4,180 and Robert Half-Temp City Clerk's office
100-1500-10-521215	135,900.00	\$4,020
	<u>160,900.00</u>	

Buildings & Grounds

100-1565-15-522145	\$ 2,500.00	Extra Pest Services to address Rodent Issues
100-1565-15-531100	\$ 7,700.00	Fall Seasonal Banners and Replace damaged Christmas Bows for Market Street Light Fixtures
	<u>\$ 10,200.00</u>	

Police

100-3200-30-511100	\$ (163,300.00)	Decrease due to unfilled positions in 2023
100-3200-30-522210	\$ (19,000.00)	Decrease in Vehicle Maintenance Expenses
100-3200-30-531270	\$ (20,000.00)	Decrease in Fuel Usage
100-3200-30-531600	\$ (7,700.00)	Decrease in Purchases of Small Equipment
	<u>\$ (210,000.00)</u>	

Public Works

100-4000-40-511100	\$ (40,000.00)	Decrease due to unfilled postions in 2023
100-4000-40-521215	\$ (10,000.00)	Decrease due to spending less than budgeted
100-4000-40-522140	\$ (25,000.00)	Decrease due to spending less than budgeted
	<u>\$ (75,000.00)</u>	

Planning & Development

100-7400-74-511100	\$ (25,000.00)	Decrease due to unfilled positions in 2023
100-7400-74-521220	\$ 30,000.00	Increase Inspections Fees due to Development and Planning Activity
	<u>\$ 5,000.00</u>	

Capital Projects

100-1565-15-541200	\$ 10,000.00	Increase due to HVAC Replacement City Hall
100-3200-30-542200	\$ 53,200.00	Increase due to purchase of new vehicle to replace a totalled Patrol vehicle
100-4200-40-541400	\$ 32,000.00	Church/Lovejoy Sidewalks-LMIG City Share
	<u>\$ 95,200.00</u>	

Total Expenditure Amendments **\$ (13,700.00) Total General Fund Budget Amendments Expenditures**

General Fund Revenues

		Offsets to Budgeted Revenues Based on Above Expenditure Adjustments
100-311190	\$ (13,700.00)	Increase Property Tax RE Revenue to match Expenditures budget
Total Revenue Amendments	\$ (13,700.00)	Total Net Revenue Budget Adjustments

Federal Seizures Fund

210-3200-30-521200	\$	42,350.00	Increase due to Police Advertising with IWANF for Recruiting Officers
210-3200-30-541200	\$	(22,000.00)	Decrease due to non completion of project
	\$	<u>20,350.00</u>	

Federal Seizures Revenues

210-351320	\$	20,350.00	Increase Fed Seizure Revenues to offset Increase in Expenditures
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ARPA Fund Expenditures

260-1510-10-511100	\$	(65,000.00)	Finance Position not filled in 2023
260-1570-10-511100	\$	(70,000.00)	DEI Position not fill for most of 2023
260-1570-10-512200	\$	465.00	DEI Position FICA Tax 2023
260-1570-10-512300	\$	109.00	DEI Position Medicare Tax 2023
260-1590-10-511100	\$	(11,000.00)	Admin Position Employee not filleed all of 2023
260-1590-10-512200	\$	2,050.00	Admin Position FICA Tax
260-1590-10-512300	\$	479.00	Admin Position Medicare Tax
260-1590-10-521100	\$	22,295.00	Admin Position Filled by Temp Agency part of year
260-3200-30-511100	\$	(50,000.00)	Reduced to due suspension of Hazard Pay in 2023
260-3200-30-521300	\$	32,600.00	IT Upgrades for ticket printing for patrol officers and Police department
260-4000-40-511100	\$	(20,000.00)	Reduced to due suspension of Hazard Pay in 2023
260-7400-74-511100	\$	(6,000.00)	Reduced to due suspension of Hazard Pay in 2023
260-7600-10-521300	\$	21,400.00	Technology BIS Digital support fees/Everbridge Resident Connect Software
260-7600-10-572000	\$	(15,000.00)	Decreased budget to due timing of Fresh Harvest Food Distribution/Storywalk Expenses
260-7600-10-572025	\$	(1,958.00)	Program finalized in 2022-Tekton Training
260-7600-10-572030	\$	(12,000.00)	Program finalized in 2022-Amani Women Center 2022
260-7600-10-573080	\$	320,000.00	Weatherization Assistance in 2023
260-7600-10-573082	\$	22,200.00	ESL Clarkston Community Center 2023
260-7600-10-573083	\$	53,000.00	Amani Womens Center Workforce Development 2023
260-7600-10-573085	\$	(220,002.00)	Façade Improvement Program Ended-No Applications
260-7600-10-573091	\$	(30,000.00)	Program discontinued in 2023
260-7600-10-573092	\$	106,000.00	Food Distributions 2023
260-7600-10-573093	\$	(10,797.00)	Vaccine Gift Card program suspended
260-7600-10-573095	\$	78,000.00	Rental Assistance Issued in 2023
260-7600-10-573096	\$	(8,871.00)	Mortgage Assistance suspended due to lack of applications
260-7600-10-573097	\$	17,900.00	Utility Assistance provided in 2023
260-7600-10-573098	\$	(50,000.00)	Quarantine Income Loss suspended due to lack of applications
	\$	<u>105,870.00</u>	

ARPA Grant Revenues

260-331110	\$	105,870.00	Increase ARPA Fund Revenues to offset Increase in Expenditures
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Total All Funds Expenditure Amendments **\$ 112,520.00**

Total All Funds Revenues Amendments **\$ 112,520.00**

CITY OF CLARKSTON PROJECTED BUDGET NEEDED FOR 2023 AUDIT BASED ON THE LEGAL LEVEL OF CONTROL BY FUND AND DEPARTMENT
EXPENDITURES 2023

		2023		ANNUAL	ANNUAL%		FINAL	FINAL			
		AMENDED	ANNUAL	AVAILABLE	OF	PROJECTED	PROJECTED	PROJECTED	PROPOSED	FINAL	
		BUDGET	EXPENSES	BALANCE	BUDGET	EXPENSES	ACTUAL	% OF	BUDGET	PROPOSED	
		FROM	YEAR TO	YEAR TO	USED TO	DECEMBER	EXPENSES	BUDGET	AMENDMENT	BUDGET 2023	
		08/2023	DATE	DATE	DATE	2023	FOR 2023	USED 2023			VARIANCE EXPLANATION
GENERAL LEDGER											
ACCOUNT CODE											
GENERAL FUND											
GOVERNING BODY - CITY COUNCIL											
100-1110-10-511100	CITY COUNCIL-SALARIES & WAGES	72,000	72,000	-	100.00%		72,000	100.00%	-	72,000	
100-1110-10-512100	CITY COUNCIL-EMPLOYEE GROUP INSURANCE	40,750	40,746	4	99.99%		40,746	99.99%	-	40,750	
100-1110-10-512200	CITY COUNCIL-FICA CONTRIBUTIONS	4,464	4,450	14	99.70%		4,450	99.70%	-	4,464	
100-1110-10-512300	CITY COUNCIL-MEDICARE CONTRIBUTIONS	1,044	1,041	3	99.70%		1,041	99.70%	-	1,044	
100-1110-10-512400	CITY COUNCIL-PENSION CONTRIBUTION	12,744	11,801	943	92.60%		11,801	92.60%	-	12,744	
100-1110-10-523500	CITY COUNCIL-TRAVEL	8,000	7,215	785	90.19%		7,215	90.19%	-	8,000	
100-1110-10-523700	CITY COUNCIL-EDUCATION AND TRAINING	8,000	4,251	3,749	53.14%		4,251	53.14%	-	8,000	
		147,002	141,504	5,498	96.26%	-	141,504	96.26%	-	147,002	
GOVERNING BODY - MAYOR											
100-1310-10-511100	MAYOR-SALARIES AND WAGES	15,000	15,000	-	100.00%		15,000	100.00%	-	15,000	
100-1310-10-512100	MAYOR-EMPLOYEE BENEFITS	9,744	9,634	110	98.87%		9,634	98.87%	-	9,744	
100-1310-10-512200	MAYOR-FICA CONTRIBUTIONS	930	930	-	100.00%		930	100.00%	-	930	
100-1310-10-512300	MAYOR-MEDICARE CONTRIBUTIONS	218	218	1	99.77%		218	99.77%	-	218	
100-1310-10-512400	MAYOR-PENSION CONTRIBUTION	2,655	2,458	197	92.60%		2,458	92.60%	-	2,655	
100-1310-10-523500	MAYOR-TRAVEL	3,000	737	2,263	24.57%		737	24.57%	-	3,000	
100-1310-10-523600	MAYOR-MEMBERSHIPS & DUES		1,000	(1,000)					-	-	
100-1310-10-523700	MAYOR-EDUCATION AND TRAINING	1,500	765	735	51.00%		765	51.00%	-	1,500	
		33,047	30,742	2,305	93.02%	-	30,742	93.02%	-	33,047	
GENERAL ADMINISTRATION											
100-1500-10-511100	GENERAL ADMIN-SALARIES AND WAGES	488,865	533,115	(44,250)	109.05%		533,115	109.05%	45,000	533,865	City Manager Contract Termination
100-1500-10-511300	GENERAL ADMIN-OVERTIME		244	(244)			244		-	-	
100-1500-10-512100	GENERAL ADMIN-GROUP INSURANCE	64,461	60,936	3,525	94.53%		60,936	94.53%	-	64,461	
100-1500-10-512200	GENERAL ADMIN-FICA CONTRIBUTIONS	30,196	30,639	(443)	101.47%		30,639	101.47%	-	30,196	
100-1500-10-512300	GENERAL ADMIN-MEDICARE CONTRIBUTIONS	7,062	7,691	(629)	108.90%		7,691	108.90%	-	7,062	
100-1500-10-512400	GENERAL ADMIN-RETIREMENT CONTRIBUTIONS	75,440	75,438	2	100.00%		75,438	100.00%	-	75,440	
100-1500-10-512600	GENERAL ADMIN-UEMPLOYMENT INSURANCE	-	4,015	(4,015)			4,015		-	-	
100-1500-10-512700	GENERAL ADMIN-WORKERS' COMPENSATION	2,658	2,657	2	99.94%		2,657	99.94%	-	2,658	
100-1500-10-521100	TAX BILLING/COLLECTION SERVICES	4,500	4,054	446	90.09%		4,054	90.09%	-	4,500	
100-1500-10-521110	GEN ADMIN-BOARD OF ELECTIONS	4,000	7,401	(3,401)	185.02%		7,401	185.02%	-	4,000	
100-1500-10-521200	CITY AUDITOR	65,000	30,000	35,000	46.15%	20,000	50,000	76.92%	-	65,000	
100-1500-10-521210	CITY ATTORNEY	132,500	108,407	24,093	81.82%		108,407	81.82%	(20,000)	112,500	Reduction in Budget Legal Fees
											Sumter-Interim City Manager Services Sept-Dec 2023 \$78,269, Davenport & Company Advisory Services \$20,153, Ikon Filmworks-Sound/Meeting Recordings Nov-Dec 2023 \$18,270, PivotPath Marketing Services \$11,008, Elarbee Thompson-Employee Handbook Review \$4,180 and Robert Half-Temp City Clerk's office \$4,020
100-1500-10-521215	GENERAL ADMIN-PROFESSIONAL SERVICES	20,000	154,626	(134,626)	773.13%		154,626	773.13%	135,900	155,900	
100-1500-10-521300	COMPUTER HARDWARE/SOFTWARE SERVICES	70,000	73,990	(3,990)	105.70%		73,990	105.70%	-	70,000	
100-1500-10-522200	GEN ADMIN-REPAIRS/MAINTENANCE	3,000	-	3,000	0.00%		-	0.00%	-	3,000	
100-1500-10-522320	GEN ADMIN EQUIP/RENTAL/LEASE	4,800	4,086	714	85.13%		4,086	85.13%	-	4,800	
100-1500-10-523100	PROPERTY/LIABILITY INSURANCE	40,000	37,859	2,141	94.65%		37,859	94.65%	-	40,000	
100-1500-10-523200	GENERAL ADMIN-COMMUNICATIONS	2,500	3,018	(518)	120.72%		3,018	120.72%	-	2,500	
100-1500-10-523210	GENERAL ADMIN-POSTAGE	3,600	2,375	1,225	65.97%		2,375	65.97%	-	3,600	
100-1500-10-523300	GENERAL ADMIN-ADVERTISING	6,000	3,942	2,059	65.69%		3,942	65.69%	-	6,000	
100-1500-10-523400	GENERAL ADMIN-PRINTING SERVICE	10,000	12,833	(2,833)	128.33%		12,833	128.33%	-	10,000	
100-1500-10-523500	GENERAL ADMIN-TRAVEL	8,000	4,945	3,055	61.82%		4,945	61.82%	-	8,000	
100-1500-10-523600	GENERAL ADMIN-DUES AND FEES	29,445	29,102	343	98.83%		29,102	98.83%	-	29,445	
100-1500-10-523700	GENERAL ADMIN-EDUCATION AND TRAINING	7,250	6,505	745	89.72%		6,505	89.72%	-	7,250	
100-1500-10-523910	GENERAL ADMIN-OTHER	3,000	5,796	(2,796)	193.19%		5,796	193.19%	-	3,000	
100-1500-10-523920	GENERAL ADMIN-BANK/FINANCE CHARGE	12,400	8,220	4,180	66.29%		8,220	66.29%	-	12,400	
100-1500-10-531100	GENERAL ADMIN-GENERAL SUPPLIES	3,500	4,421	(921)	126.31%		4,421	126.31%	-	3,500	

CITY OF CLARKSTON PROJECTED BUDGET NEEDED FOR 2023 AUDIT BASED ON THE LEGAL LEVEL OF CONTROL BY FUND AND DEPARTMENT
EXPENDITURES 2023

		2023		ANNUAL	ANNUAL%		FINAL	FINAL			VARIANCE EXPLANATION
		AMENDED	ANNUAL	AVAILABLE	OF	PROJECTED	PROJECTED	PROJECTED	PROPOSED	FINAL	
		BUDGET	EXPENSES	BALANCE	BUDGET	EXPENSES	ACTUAL	% OF	BUDGET	PROPOSED	
GENERAL LEDGER	ACCOUNT CODE	FROM	YEAR TO	YEAR TO	USED TO	DECEMBER	EXPENSES	BUDGET	AMENDMENT	BUDGET 2023	
		08/2023	DATE	DATE	DATE	2023	FOR 2023	USED 2023			
100-1500-10-531400	GENERAL ADMIN-BOOKS AND PERIODICALS	400	-	400	0.00%		-	0.00%	-	400	
100-1500-10-531600	GENERAL ADMIN-SMALL EQUIPMENT	2,000	6,664	(4,664)	333.21%		6,664	333.21%	-	2,000	
100-1500-10-531700	GENERAL ADMIN-UNIFORM	600	-	600	0.00%		-	0.00%	-	600	
100-1500-10-531710	GENERAL ADMIN-OTHER SUPPLIES	2,000	2,016	(16)	100.79%		2,016	100.79%	-	2,000	
		1,103,177	1,224,993	(121,816)	111.04%	20,000	1,244,993	112.86%	160,900	1,264,077	
BUILDINGS & GROUNDS											
100-1565-15-521215	BUILDINGS PROF SERVICES	34,308	31,285	3,023	91.19%		31,285	91.19%	-	34,308	
100-1565-15-522145	BUILDINGS/GROUNDS-PEST CONTROL	3,200	5,729	(2,529)	179.03%		5,729	179.03%	2,500	5,700	Extra Pest Services to address Rodent Issues
100-1565-15-522200	BUILDINGS/GROUNDS-REPAIRS/MAINTENANCE	23,430	25,731	(2,301)	109.82%		25,731	109.82%	-	23,430	
100-1565-15-523100	BUILDINGS/GROUNDS-BLDGS INSURANCE	10,800	10,519	281	97.40%		10,519	97.40%	-	10,800	
100-1565-15-523200	BUILDINGS/GROUNDS-COMMUNICATIONS	19,140	19,715	(575)	103.01%		19,715	103.01%	-	19,140	
100-1565-15-523910	BUILDINGS/GROUNDS-OTHER	3,500	3,549	(49)	101.39%		3,549	101.39%	-	3,500	
											Fall Seasonal Banners and Replace damaged Christmas
100-1565-15-531100	BUILDINGS/GROUNDS-GENERAL SUPPLIES	20,284	27,978	(7,694)	137.93%		27,978	137.93%	7,700	27,984	Bows for Market Street Light Fixtures
100-1565-15-531190	SIGNAGE/STREET SIGNS	6,500	6,619	(119)	101.84%		6,619	101.84%	-	6,500	
100-1565-15-531210	BUILDINGS/GROUND-WATER/SEWER	4,500	3,823	677	84.95%		3,823	84.95%	-	4,500	
100-1565-15-531220	BUILDINGS/GROUNDS-NATURAL GAS	7,500	5,927	1,573	79.03%		5,927	79.03%	-	7,500	
100-1565-15-531230	BUILDINGS/GROUNDS-ELECTRICITY	9,200	10,027	(827)	108.99%		10,027	108.99%	-	9,200	
100-1565-15-531600	BUILDINGS SMALL EQUIPMENT	4,500	3,052	1,448	67.82%		3,052	67.82%	-	4,500	
		146,862	153,953	(7,091)	104.83%	-	153,953	104.83%	10,200	157,062	
MUNICIPAL COURT											
100-2650-20-511100	MUNICIPAL COURT SALARIES & WAGES-REGULAR	188,360	186,430	1,930	98.98%		186,430	98.98%		188,360	
100-2650-20-511300	MUNICIPAL COURT SALARIES & WAGES-OVERTIM	2,000	518	1,482	25.90%		518	25.90%		2,000	
100-2650-20-512100	MUNICIPAL COURT EMPLOYEE BENEFITS-GROUP	29,905	29,904	1	100.00%		29,904	100.00%		29,905	
100-2650-20-512200	EMPLOYEE BENEFITS-SOCIAL SECURITY (FICA)	11,653	11,327	326	97.20%		11,327	97.20%		11,653	
100-2650-20-512300	EMPLOYEE BENEFITS-MEDICARE	2,726	2,649	77	97.17%		2,649	97.17%		2,726	
100-2650-20-512400	MUNICIPAL COURT EMPLOYEE BENEFITS-RETIRE	31,050	29,315	1,735	94.41%		29,315	94.41%		31,050	
100-2650-20-512700	MUNICIPAL COURT EMPLOYEE BENEFITS-WORKER	1,137	1,138	(1)	100.04%		1,138	100.04%		1,137	
100-2650-20-512910	MUNICIPAL COURT-EMPLOYEE UNIFORMS	1,200	1,251	(51)	104.25%		1,251	104.25%		1,200	
100-2650-20-521200	CITY MUNICIPAL JUDGE	27,600	27,600	-	100.00%		27,600	100.00%		27,600	
100-2650-20-521210	SOLICITOR	12,000	12,000	-	100.00%		12,000	100.00%		12,000	
100-2650-20-521215	PUBLIC DEFENDER	9,600	5,400	4,200	56.25%		5,400	56.25%		9,600	
100-2650-20-521220	PROFESSIONAL SERVICES	9,600	8,436	1,164	87.88%		8,436	87.88%		9,600	
100-2650-20-521300	MUNICIPAL COURT SOFTWARE/IT FEE	30,631	27,937	2,694	91.20%		27,937	91.20%		30,631	
100-2650-20-522320	MUNICIPAL COURT EQUIPMENT RENTAL	3,600	2,988	612	82.99%		2,988	82.99%		3,600	
100-2650-20-523200	MUNICIPAL COURT-COMMUNICATIONS	1,560	1,400	160	89.76%		1,400	89.76%		1,560	
100-2650-20-523400	SUPPLIES-GENERAL & MATERIALS	2,000	1,459	541	72.93%		1,459	72.93%		2,000	
100-2650-20-523500	MUNICIPAL COURT-TRAVEL	5,300	2,506	2,794	47.29%		2,506	47.29%		5,300	
100-2650-20-523600	MUNICIPAL COURT-MEMBERSHIP DUES	710	415	295	58.45%		415	58.45%		710	
100-2650-20-523700	MUNICIPAL COURT-TRAINING	1,685	876	809	51.99%		876	51.99%		1,685	
100-2650-20-523910	OTHER EXPENSE	300	183	117	60.98%		183	60.98%		300	
100-2650-20-531100	SUPPLIES-GENERAL & MATERIALS	3,000	961	2,039	32.02%		961	32.02%		3,000	
100-2650-20-531400	MUNICIPAL COURT SUPPLIES-BOOKS AND PERIO	200	-	200	0.00%		-	0.00%		200	
100-2650-20-531600	MUNICIPAL COURT SUPPLIES-SMALL EQUIPMENT	1,000	119	881	11.89%		119	11.89%		1,000	
100-2650-20-571000	POLICE OFFICERS A&B FUND	20,000	13,863	6,137	69.31%		13,863	69.31%		20,000	
100-2650-20-571010	POLICE TRAINING FUND	16,000	12,609	3,391	78.81%		12,609	78.81%		16,000	
100-2650-20-571020	CRIME VICTIM EMERGENCY FUND	11,250	6,929	4,321	61.59%		6,929	61.59%		11,250	
100-2650-20-571030	GA CRIME VICTIMS DUI FINES FUND	600	78	522	13.00%		78	13.00%		600	
100-2650-20-571040	BRAIN & SPINAL INJURY TRUST FUND	1,400	628	772	44.88%		628	44.88%		1,400	
100-2650-20-571060	INDIGENT DEFENSE FUND	18,000	13,804	4,196	76.69%		13,804	76.69%		18,000	
100-2650-20-571070	CRIME LAB FEE	600	25	575	4.17%		25	4.17%		600	
100-2650-20-571080	COUNTY DRUG ABUSE T & E FUND	2,000	1,928	72	96.41%		1,928	96.41%		2,000	
100-2650-20-571090	DRIVER EDUCATION TRAINING FUND	2,000	1,520	480	76.01%		1,520	76.01%		2,000	
		448,667	406,194	42,473	90.53%	-	406,194	90.53%	-	448,667	

CITY OF CLARKSTON PROJECTED BUDGET NEEDED FOR 2023 AUDIT BASED ON THE LEGAL LEVEL OF CONTROL BY FUND AND DEPARTMENT
EXPENDITURES 2023

		2023		ANNUAL	ANNUAL%		FINAL	FINAL			
		AMENDED	ANNUAL	AVAILABLE	OF	PROJECTED	PROJECTED	PROJECTED	PROPOSED	FINAL	
		BUDGET	EXPENSES	BALANCE	BUDGET	EXPENSES	ACTUAL	% OF	BUDGET	PROPOSED	
		FROM	YEAR TO	YEAR TO	USED TO	DECEMBER	EXPENSES	BUDGET	BUDGET	BUDGET	
		08/2023	DATE	DATE	DATE	2023	FOR 2023	USED 2023	AMENDMENT	2023	VARIANCE EXPLANATION
GENERAL LEDGER											
ACCOUNT CODE											
POLICE											
100-3200-30-511100	POLICE-SALARIES AND WAGES	1,397,257	1,208,645	188,612	86.50%		1,208,645	86.50%	(163,300)	1,233,957	
100-3200-30-511300	POLICE-OVERTIME	22,651	41,755	(19,104)	184.34%		41,755	184.34%		22,651	
100-3200-30-511310	POLICE-DEA TASK OVERTIME	39,308	45,868	(6,560)	116.69%		45,868	116.69%		39,308	
100-3200-30-512100	POLICE EMPLOYEE BENEFITS-GROUP INSURANCE	198,963	186,206	12,757	93.59%		186,206	93.59%		198,963	
100-3200-30-512200	POLICE-FICA CONTRIBUTIONS	88,999	77,781	11,218	87.40%		77,781	87.40%		88,999	
100-3200-30-512300	POLICE-MEDICARE CONTRIBUTIONS	20,814	18,191	2,623	87.40%		18,191	87.40%		20,814	
100-3200-30-512400	POLICE EMPLOYEE BENEFITS-RETIREMENT CONT	232,449	227,055	5,394	97.68%		227,055	97.68%		232,449	
100-3200-30-512700	POLICE EMPLOYEE BENEFITS-WORKERS' COMPEN	68,130	62,459	5,671	91.68%		62,459	91.68%		68,130	
100-3200-30-512905	PROTECTIVE GEAR	4,536	757	3,779	16.70%		757	16.70%		4,536	
100-3200-30-512910	EMPLOYEE UNIFORMS	20,630	13,501	7,129	65.44%		13,501	65.44%		20,630	
100-3200-30-521220	POLICE-PROFESSIONAL SERVICES	6,452	3,776	2,676	58.53%		3,776	58.53%		6,452	
100-3200-30-521300	POLICE PURCHASED SERVICES-TECHNICAL	101,968	97,879	4,089	95.99%		97,879	95.99%		101,968	
100-3200-30-522200	POLICE-REPAIRS/MAINTENANCE	52,500	49,275	3,225	93.86%		49,275	93.86%		52,500	
100-3200-30-522210	POLICE-VEHICLE REPAIRS/MAINTENANCE	50,000	30,647	19,353	61.29%		30,647	61.29%	(19,000)	31,000	
100-3200-30-522320	POLICE-EQUIPMENT RENTAL/LEASE	80,984	70,302	10,682	86.81%		70,302	86.81%		80,984	
100-3200-30-523100	POLICE OTHER PURCHASED SERVICES-INSURANC	96,000	88,699	7,301	92.39%		88,699	92.39%		96,000	
100-3200-30-523200	POLICE-COMMUNICATIONS	21,600	16,769	4,831	77.63%		16,769	77.63%		21,600	
100-3200-30-523210	POLICE-POSTAGE	500	-	500	0.00%		-	0.00%		500	
100-3200-30-523300	POLICE-ADVERTISING	2,000	702	1,298	35.09%		702	35.09%		2,000	
100-3200-30-523400	POLICE-PRINTING SERVICE	3,000	2,616	384	87.21%		2,616	87.21%		3,000	
100-3200-30-523500	POLICE-TRAVEL	5,000	6,021	(1,021)	120.41%		6,021	120.41%		5,000	
100-3200-30-523600	POLICE-DUES & FEES	20,586	13,704	6,882	66.57%		13,704	66.57%		20,586	
100-3200-30-523700	POLICE-EDUCATION AND TRAINING	6,000	5,256	744	87.59%		5,256	87.59%		6,000	
100-3200-30-523910	POLICE-OTHER EXPENSE	2,000	1,830	170	91.51%		1,830	91.51%		2,000	
100-3200-30-531100	POLICE-GENERAL SUPPLIES	3,000	3,180	(180)	106.01%		3,180	106.01%		3,000	
100-3200-30-531120	POLICE-SPECIAL EVENTS SUPPLIES	8,000	2,861	5,139	35.76%		2,861	35.76%		8,000	
100-3200-30-531130	CID INVESTIGATIVE SUPPLIES	2,500	1,338	1,162	53.52%		1,338	53.52%		2,500	
100-3200-30-531140	POLICE SUPPLIES-COMMUNITY RELATIONS	-	1,152	(1,152)	0.00%		1,152			-	
100-3200-30-531270	POLICE-GASOLINE/DIESEL/OIL	70,000	49,483	20,517	70.69%		49,483	70.69%	(20,000)	50,000	
100-3200-30-531400	POLICE-BOOKS & PERIODICALS	400	611	(211)	152.77%		611	152.77%		400	
100-3200-30-531600	POLICE-SMALL EQUIPMENT	17,700	9,883	7,817	55.84%		9,883	55.84%	(7,700)	10,000	
		2,643,927	2,338,203	305,724	88.44%	-	2,338,203	88.44%	(210,000)	2,433,927	
PUBLIC WORKS											
100-4000-40-511100	PUBLIC WORKS-SALARIES	460,381	411,392	48,989	89.36%		411,392	89.36%	(40,000)	420,381	
100-4000-40-511200	PUBLIC WORKS SALARIES & WAGES-TEMPORARY	12,482	11,548	934	92.52%		11,548	92.52%		12,482	
100-4000-40-511300	PUBLIC WORKS-OVERTIME	11,310	12,139	(829)	107.33%		12,139	107.33%		11,310	
100-4000-40-512100	PUBLIC WORKS EMPLOYEE BENEFITS-GROUP INS	90,608	84,976	5,632	93.78%		84,976	93.78%		90,608	
100-4000-40-512200	FICA CONTRIBUTIONS	29,879	26,730	3,149	89.46%		26,730	89.46%		29,879	
100-4000-40-512300	MEDICARE CONTRIBUTIONS	6,988	6,251	737	89.46%		6,251	89.46%		6,988	
100-4000-40-512400	PUBLIC WORKS EMPLOYEE BENEFITS-RETIREMEN	93,154	93,153	1	100.00%		93,153	100.00%		93,154	
100-4000-40-512700	PUBLIC WORKS EMPLOYEE BENEFITS-WORKERS'	29,511	29,013	498	98.31%		29,013	98.31%		29,511	
100-4000-40-512910	UNIFORMS	10,900	9,082	1,818	83.32%		9,082	83.32%		10,900	
100-4000-40-521215	PUBLIC/PROF SVCS	85,630	70,300	15,330	82.10%		70,300	82.10%	(10,000)	75,630	
100-4000-40-521300	PUBLIC WORKS OTHER PURCHASED SERVICES-DU	10,800	11,337	(537)	104.97%		11,337	104.97%		10,800	
100-4000-40-522115	PUBLIC WORKS-LANDFILL	8,000	5,461	2,540	68.26%		5,461	68.26%		8,000	
100-4000-40-522140	PUBLIC WORKS-LAWN CARE -ROW	132,275	105,179	27,097	79.52%		105,179	79.52%	(25,000)	107,275	
100-4000-40-522200	PUBLIC WORKS-REPAIRS AND MAINT	9,000	18,723	(9,723)	208.03%		18,723	208.03%		9,000	
100-4000-40-522210	PUBLIC WORKS-VEHICLE REPAIRS/MAINTENANCE	30,000	28,237	1,763	94.12%		28,237	94.12%		30,000	
100-4000-40-522320	PUBLIC WORKS EQUIP/RENTAL/LEASE	5,000	3,916	1,084	78.32%		3,916	78.32%		5,000	
100-4000-40-523100	PUBLIC WORKS OTHER PURCHASED SERVICES-IN	10,000	9,817	183	98.17%		9,817	98.17%		10,000	
100-4000-40-523200	PUBLIC WORKS-COMMUNICATIONS	3,900	4,037	(137)	103.51%		4,037	103.51%		3,900	
100-4000-40-523500	PUBLIC WORKS-TRAVEL	3,000	890	2,110	29.68%		890	29.68%		3,000	
100-4000-40-523600	PUBLIC WORKS OTHER PURCHASED SERVICES-DU	750	684	66	91.20%		684	91.20%		750	
100-4000-40-523700	PUBLIC WORKS-EDUCATION AND TRAINING	6,000	4,678	1,322	77.97%		4,678	77.97%		6,000	

CITY OF CLARKSTON PROJECTED BUDGET NEEDED FOR 2023 AUDIT BASED ON THE LEGAL LEVEL OF CONTROL BY FUND AND DEPARTMENT EXPENDITURES 2023

		2023	ANNUAL	ANNUAL%	OF	FINAL	FINAL				
		AMENDED	ANNUAL	AVAILABLE	ORIGINAL	PROJECTED	PROJECTED	PROPOSED	FINAL		
		BUDGET	EXPENSES	BALANCE	BALANCE	EXPENSES	ACTUAL	% OF	BUDGET		
		FROM	YEAR TO	YEAR TO	USED TO	DECEMBER	EXPENSES	BUDGET	PROPOSED	VARIANCE	
GENERAL LEDGER		08/2023	DATE	DATE	DATE	2023	FOR 2023	USED 2023	AMENDMENT	EXPLANATION	
100-4000-40-523910	PUBLIC WORKS-OTHER	1,000	454	546	45.40%		454	45.40%		1,000	
100-4000-40-531100	PUBLIC WORKS-GENERAL SUPPLIES	8,000	8,868	(868)	110.85%		8,868	110.85%		8,000	
100-4000-40-531230	PUBLIC WORKS-ELECTRICITY	80,000	90,662	(10,662)	113.33%		90,662	113.33%		80,000	
100-4000-40-531270	PUBLIC WORKS-GASOLINE, OIL & DIESEL	25,000	21,254	3,746	85.02%		21,254	85.02%		25,000	
100-4000-40-531600	PUBLIC WORKS-SMALL EQUIPMENT	8,000	207	7,793	2.59%		207	2.59%		8,000	
		1,171,568	1,068,988	102,580	91.24%	-	1,068,988	91.24%	(75,000)	1,096,568	
CAPITAL EQUIPMENT											
100-1565-15-541200	BUILDINGS/GROUNDS-SITE IMPROVEMENTS	8,498	18,443	(9,945)	217.03%	-	18,443	217.03%	10,000	18,498	Replace HVAC System City Hall Building
100-3200-30-542200	POLICE-VEHICLES	46,730	99,831	(53,101)	213.63%	-	99,831	213.63%	53,200	99,930	Replace Totaled Police Patrol Vehicle -Covered by Insurance
100-4000-40-542200	PUBLIC WORKS CAPITAL OUTLAY-VEHICLES	84,945	84,945	-	100.00%	-	84,945	100.00%	-	84,945	
100-4200-40-541400	CAPITAL OUTLAY-INFRASTRUCTURE	41,344	73,331	(31,987)		-	73,331		32,000	73,344	Church/Lovejoy Sidewalks LMIG-City Cost Share
100-6200-60-542100	PARKS CAPITAL OUTLAY-MACHINERY	97,702	97,702	(0)	100.00%		97,702	100.00%	0	97,702	
		279,219	374,252	(95,033)	134.04%	-	374,252	134.04%	95,200	374,419	
100-6200-60-521215	PARKS/PROF SERVICES	25,000	20,495	4,505	81.98%		20,495	81.98%		25,000	
100-6200-60-522150	PARKS-POOL MANAGEMENT	81,411	77,775	3,636	95.53%		77,775	95.53%		81,411	
100-6200-60-522200	PARKS-REPAIRS/MAINTENANCE	35,000	34,559	441	98.74%		34,559	98.74%		35,000	
100-6200-60-522320	PARKS PURCHASED PROPERTY SERVICES-RENTAL	1,800	1,117	683	62.08%		1,117	62.08%		1,800	
100-6200-60-523200	PARKS-COMMUNICATIONS	4,200	2,496	1,704	59.43%		2,496	59.43%		4,200	
100-6200-60-523910	PARKS-OTHER EXPENSE	1,000	2,275	(1,275)	227.49%		2,275	227.49%		1,000	
100-6200-60-531100	PARKS-GENERAL SUPPLIES	9,000	7,298	1,702	81.09%		7,298	81.09%		9,000	
100-6200-60-531210	PARKS-WATER/SEWER	4,000	3,534	466	88.36%		3,534	88.36%		4,000	
100-6200-60-531230	PARKS-ELECTRICITY	20,000	14,813	5,187	74.06%		14,813	74.06%		20,000	
100-6200-60-531600	PARKS-SMALL EQUIPMENT	4,000	-	4,000	0.00%		-	0.00%		4,000	
		185,411	164,363	21,048	88.65%	-	164,363	88.65%	-	185,411	
PLANNING & DEVELOPMENT											
100-7400-70-511100	ZONING & REVIEW -STIPEND	3,600	900	2,700	25.00%		900	25.00%		3,600	
100-7400-70-523700	OTHER PURCHASED SERVICES-EDUCATION AND T	1,000	150	850	15.00%		150	15.00%		1,000	
100-7400-74-511100	PLANNING & DEV-SALARIES/REGULAR EMPLOYEE	185,706	150,771	34,935	81.19%		150,771	81.19%	(25,000)	160,706	
100-7400-74-512100	PLANNING AND ZONING EMPLOYEE BENEFITS-GR	28,302	28,813	(511)	101.81%		28,813	101.81%		28,302	
100-7400-74-512200	PLANNING & DEV-FICA	11,186	8,800	2,386	78.67%		8,800	78.67%		11,186	
100-7400-74-512300	PLANNING & DEV-MEDICARE	2,615	2,058	557	78.70%		2,058	78.70%		2,615	
100-7400-74-512400	PLANNING AND ZONING EMPLOYEE BENEFITS-RE	50,756	50,754	2	100.00%		50,754	100.00%		50,756	
100-7400-74-512700	PLANNING AND ZONING EMPLOYEE BENEFITS-WO	1,729	1,729	-	100.00%		1,729	100.00%		1,729	
100-7400-74-512910	PLANNING & ZONING-UNIFORMS	1,200	-	1,200	0.00%		-	0.00%		1,200	
100-7400-74-521215	PLANNING AND ZONING PARKS/PROF SERVICES	60,490	50,421	10,069	83.35%		50,421	83.35%		60,490	
100-7400-74-521220	PLANNING/DEV-CIS INSPECTION FEES	75,000	104,163	(29,163)	138.88%		104,163	138.88%	30,000	105,000	
100-7400-74-521300	PLANNING/DEVELOPMENT PURCHASED SERVICES-	16,000	14,826	1,174	92.66%		14,826	92.66%		16,000	
100-7400-74-522210	PLANNING/DEV-VEHICLE REPAIRS/MAINTENANCE	4,018	7,004	(2,986)	174.33%		7,004	174.33%		4,018	
100-7400-74-523200	COMMUNICATIONS	2,880	2,595	285	90.12%		2,595	90.12%		2,880	
100-7400-74-523300	PLANNING/DEVELOPMENT OTHER PURCHASED SER	600	575	25	95.83%		575	95.83%		600	
100-7400-74-523400	PRINTING SERVICE	1,500	909	591	60.60%		909	60.60%		1,500	
100-7400-74-523500	TRAVEL	6,000	2,983	3,017	49.72%		2,983	49.72%		6,000	
100-7400-74-523600	DUES AND FEES	1,350	1,932	(582)	143.11%		1,932	143.11%		1,350	
100-7400-74-523700	EDUCATION AND TRAINING	6,000	4,898	1,102	81.64%		4,898	81.64%		6,000	
100-7400-74-531100	GENERAL SUPPLIES	2,000	2,015	(15)	100.77%		2,015	100.77%		2,000	
100-7400-74-531270	GAS, OIL & DIESEL	2,000	861	1,139	43.03%		861	43.03%		2,000	
100-7400-74-531600	SMALL EQUIPMENT	2,500	1,186	1,314	47.44%		1,186	47.44%		2,500	
TOTAL PLANNING & DEVELOPMENT		466,432	438,344	28,088	93.98%	-	438,344	93.98%	5,000	471,432	
COMMUNITY DEVELOPMENT											

CITY OF CLARKSTON PROJECTED BUDGET NEEDED FOR 2023 AUDIT BASED ON THE LEGAL LEVEL OF CONTROL BY FUND AND DEPARTMENT
EXPENDITURES 2023

		2023	ANNUAL	ANNUAL%	PROJECTED	FINAL	FINAL	PROPOSED	FINAL	VARIANCE EXPLANATION
		AMENDED	EXPENSES	OF	EXPENSES	PROJECTED	PROJECTED	BUDGET	PROPOSED	
GENERAL LEDGER	ACCOUNT CODE	BUDGET FROM 08/2023	YEAR TO DATE	AVAILABLE BALANCE YEAR TO DATE	BUDGET USED TO DATE	ACTUAL EXPENSES FOR 2023	% OF BUDGET USED 2023	AMENDMENT	BUDGET 2023	
100-7600-10-521200	COMMUNITY ACTION PROJECTS-URBAN AGRICUL	35,000	-	35,000	0.00%	-	0.00%		35,000	
100-7600-10-521215	COMMUNITY ACTION PROJECTS-PUBLIC MURAL	10,000	-	10,000	0.00%	-	0.00%		10,000	
100-7600-10-531120	COMMUNITY ACTION-SPECIAL EVENTS	30,000	28,129	1,871	93.76%	25,000	83.33%		30,000	
100-7600-10-573010	CLARKSTON COMMUNITY CENTER	10,000	10,000	-	100.00%	10,000	100.00%		10,000	
100-7600-10-573015	CDF-TELL ME A STORY FESTIVAL	7,000	6,744	256	96.34%	6,744	96.34%		7,000	
100-7600-10-573025	SENIOR PROGRAMS	8,000	-	8,000	0.00%	-	0.00%		8,000	
100-7600-10-573040	CLARKSTON COMMUNITY FESTIVAL	3,500	530	2,970	15.14%	530	15.14%		3,500	
100-7600-10-573045	COMM DEV-EARLY LEARNING TASK FORCE	10,000	6,559	3,441	65.59%	10,000	100.00%		10,000	
100-7600-10-573055	COMM DEV-HEALTH TASK FORCE	2,000	-	2,000	0.00%	-	0.00%		2,000	
100-7600-10-573060	RECREATIONAL PROGRAMS	14,000	5,000	9,000	35.71%	5,000	35.71%		14,000	
100-7600-10-573065	COMM DEV-YOUTH TASK FORCE	7,500	-	7,500	0.00%	-	0.00%		7,500	
TOTAL COMMUNITY DEVELOPMENT		137,000	56,961	80,039	41.58%	-	56,961	41.58%	-	137,000
DEBT SERVICE										
100-8000-10-581100	DEBT SERVICE DEBT SERVICE-PRINCIPAL-BOND	153,913	153,912	1	100.00%	153,912	100.00%		153,913	
100-8000-10-581200	DEBT SERVICE DEBT SERVICE-PRINCIPAL-CAPI	218,243	211,908	6,335	97.10%	211,908	97.10%		218,243	
100-8000-10-581300	PUBLIC WORKS OTHER PURCHASED SERVICES-DU	293,278	293,277	1	100.00%	293,277	100.00%		293,278	
100-8000-10-582100	DEBT SERVICE DEBT SERVICE-INTEREST-BONDS	15,400	12,399	3,001	80.51%	12,399	80.51%		15,400	
100-8000-10-582200	DEBT SERVICE DEBT SERVICE-INTEREST-CAPIT	16,514	15,871	643	96.11%	15,871	96.11%		16,514	
100-8000-10-582300	DEBT SERVICE DEBT SERVICE-INTEREST-OTHER	57,220	57,219	1	100.00%	57,219	100.00%		57,220	
TOTAL DEBT SERVICE		754,568	744,587	9,981	98.68%	-	744,587	98.68%	-	754,568
TOTAL GENERAL FUND		7,516,880	7,143,085	373,795	95.03%	20,000	7,163,085	95.29%	(13,700)	7,503,180
FEDERAL SEIZURES FUND										
210-3200-30-521200	FEDERAL SEIZURE-PROFESSIONAL SVCS	20,000	62,350	(42,350)	311.75%	62,350	311.75%	42,350	62,350	Police Recruitment Advertising with IWANF
210-3200-30-522210	FEDERAL SEIZURE-VEHICLE REPAIRS/MAINT	-	3,442	(3,442)		3,442			-	
210-3200-30-523500	FEDERAL SEIZURE-TRAVEL	4,000		4,000		-	0.00%		4,000	
210-3200-30-523700	FEDERAL SEIZURE-EDUCATION & TRAINING	2,000	2,000	-	100.00%	2,000	100.00%		2,000	
210-3200-30-531100	FEDERAL SEIZURE-GENERAL SUPPLIES	2,000		2,000		-	0.00%		2,000	
210-3200-30-531600	POLICE SUPPLIES-SMALL EQUIPMENT	6,200	1,281	4,919	20.66%	1,281	20.66%		6,200	
210-3200-30-541200	FEDERAL SEIZURE-CAPITAL IMPROVEMENTS	22,000		22,000		-	0.00%	(22,000)	-	Budgeted Repairs for Police Garage not performed
210-3200-30-542500	FEDERAL SEIZURE-OTHER CAPITAL EQUIPMENT	7,800	8,164	(364)	104.67%	8,164	104.67%		7,800	
210-3200-30-581200	POLICE DEBT SERVICE-PRINCIPAL-CAPITAL LE	28,488	28,487	1	100.00%	28,487	100.00%		28,488	
210-3200-30-582200	POLICE DEBT SERVICE-INTEREST-CAPITAL LEA	714	714	0	99.99%	714	99.99%		714	
TOTAL FED SEIZURES		93,202	106,438	(13,236)	114.20%	-	106,438	114.20%	20,350	113,552
CITY SEIZURES FUND										
211-3200-30-523910	CITY SEIZURES-OTHER SUPPLIES	500	-	500	0.00%	-	0.00%		500	
GRANTS FUND										
250-3200-30-512905	POLICE-PROTECTIVE GEAR	4,000	-	4,000		-	0.00%		4,000	
250-4000-40-531100	PAINT SUPPLIES-CROSSWALK MURAL PROJECT GRAI	1,500	1,500	-		1,500			1,500	
250-4200-40-541410	HIGHWAYS AND STREETS SIDEWALK PROJECT-LMIG	110,000	93,533	16,468	85.03%	93,533	85.03%		110,000	
250-7400-74-521215	PLANNING AND ZONING/PROF SERVICES GREENWA	272,000	101,056	170,944	37.15%	101,056	37.15%		272,000	
TOTAL GRANTS FUND		387,500	196,089	191,412	50.60%	-	196,089	50.60%		387,500
ARPA FUND-CORONAVIRUS										
260-1500-10-511100	GENERAL ADMINISTRATION SALARIES & WAGES-	10,807	7,269	3,538	67.26%	7,269			10,807	
260-1500-10-512200	GENERAL ADMINISTRATION EMPLOYEE BENEFITS	670	451	219	67.27%	451			670	
260-1500-10-512300	GENERAL ADMINISTRATION EMPLOYEE BENEFITS	157	105	52	67.13%	105			157	
260-1500-10-521200	GENERAL ADMINISTRATION PURCHASED SERVICE	54,000	34,500	19,500	63.89%	34,500			54,000	
		65,634	42,325	23,309	64.49%	-	42,325	-	-	65,634

CITY OF CLARKSTON PROJECTED BUDGET NEEDED FOR 2023 AUDIT BASED ON THE LEGAL LEVEL OF CONTROL BY FUND AND DEPARTMENT
EXPENDITURES 2023

		2023		ANNUAL	ANNUAL%		FINAL	FINAL			
		AMENDED	ANNUAL	AVAILABLE	OF	PROJECTED	PROJECTED	PROJECTED	PROPOSED	FINAL	
		BUDGET	EXPENSES	BALANCE	BUDGET	EXPENSES	ACTUAL	% OF	BUDGET	PROPOSED	
		FROM	YEAR TO	YEAR TO	USED TO	DECEMBER	EXPENSES	BUDGET	AMENDMENT	BUDGET 2023	VARIANCE EXPLANATION
GENERAL LEDGER	ACCOUNT CODE	08/2023	DATE	DATE	DATE	2023	FOR 2023	USED 2023			
260-1510-10-511100	FINANCE SALARIES	65,000	-	65,000	0.00%		-		(65,000)	-	Position not filled 2023
										-	
260-1565-15-523200	PUBLIC WORKS OTHER PURCHASED SERVICES-DU	4,303	9,700	(5,397)	225.43%		9,700			4,303	
260-1565-15-531100	PUBLIC WORKS SUPPLIES	15,700	-	15,700	0.00%		-			15,700	
		20,003	9,700	10,303	48.49%	-	9,700	-	-	20,003	
260-1570-10-511100	GENERAL ADMIN-DEI STAFFING	78,000	7,500	70,500	9.62%		7,500		(70,000)	8,000	Position not filled until end of FY2023
260-1570-10-512200	GENERAL ADMIN-SOCIAL SECURITY		465	(465)			465		465	465	Position not filled until end of FY2023
260-1570-10-512300	GENERAL ADMIN-MEDICARE		109	(109)			109		109	109	Position not filled until end of FY2023
		78,000	8,074	69,926	0	-	8,074	-	(69,426)	8,574	
260-1590-10-511100	GENERAL ADMINISTRATION SALARIES & WAGES-	45,000	33,143	11,857	73.65%		33,143		(11,000)	34,000	Position Filled with employee through September 2023
260-1590-10-512200	GENERAL ADMINISTRATION SALARIES & WAGES-		2,050	(2,050)			2,050		2,050	2,050	
260-1590-10-512300	GENERAL ADMINISTRATION SALARIES & WAGES-		479	(479)			479		479	479	
260-1590-10-521100	GENERAL ADMIN-PROF FEES-TEMP STAFFING		22,295	(22,295)			22,295		22,295	22,295	Position Filled with by Temp Agency Oct-Dec 2023
		45,000	57,968	(12,968)	128.82%	-	57,968	-	13,824	58,824	
260-2650-20-511100	MUNICIPAL COURT SALARIES & WAGES-REGULAR	9,740	5,229	4,511	53.69%		5,229			9,740	
260-2650-20-512200	MUNICIPAL COURT EMPLOYEE BENEFITS-SOCIAL	604	324	280	53.68%		324			604	
260-2650-20-512300	MUNICIPAL COURT EMPLOYEE BENEFITS-MEDICA	141	76	65	53.78%		76			141	
		10,485	5,629	4,856	53.69%	-	5,629	-	-	10,485	
260-3200-30-511100	POLICE SALARIES & WAGES-REGULAR EMPLOYEE	182,876	122,293	60,583	66.87%		122,293		(50,000)	132,876	Hazard Pay Stopped Early in 2023
260-3200-30-512200	POLICE EMPLOYEE BENEFITS-SOCIAL SECURITY	6,068	7,582	(1,514)	124.95%		7,582			6,068	
260-3200-30-512300	POLICE EMPLOYEE BENEFITS-MEDICARE	1,419	1,773	(354)	124.96%		1,773			1,419	
											IT Ticket Printing Upgrades in Patrol Vehicles and Police Dept
260-3200-30-521300	PUBLIC WORKS OTHER PURCHASED SERVICES-DU		32,586	(32,586)			32,586		32,600	32,600	
		190,363	164,234	26,129	86.27%	-	164,234	-	(17,400)	172,963	
260-4000-40-511100	PUBLIC WORKS SALARIES & WAGES-REGULAR EM	43,774	19,835	23,939	45.31%		19,835		(20,000)	23,774	Hazard Pay Stopped Early in 2023
260-4000-40-512200	PUBLIC WORKS EMPLOYEE BENEFITS-SOCIAL SE	2,714	1,230	1,484	45.31%		1,230			2,714	
260-4000-40-512300	PUBLIC WORKS EMPLOYEE BENEFITS-MEDICARE	635	288	347	45.29%		288			635	
		47,123	21,353	25,770	45.31%	-	21,353	-	(20,000)	27,123	
260-7400-74-511100	PLANNING AND ZONING SALARIES & WAGES-REG	13,865	6,514	7,351	46.98%		6,514		(6,000)	7,865	Hazard Pay Stopped Early in 2023
260-7400-74-512200	PLANNING AND ZONING EMPLOYEE BENEFITS-SO	860	404	456	46.96%		404			860	
260-7400-74-512300	PLANNING AND ZONING EMPLOYEE BENEFITS-ME	201	94	107	47.00%		94			201	
		14,926	7,012	7,914	46.98%	-	7,012	-	(6,000)	8,926	
260-7600-10-521300	COMMUNITY ACTION PROJECTS PURCHASED SERV	-	21,352	(21,352)			21,352				Everbridge Resident Connect Software/BIS Digital Support 2023
260-7600-10-523920	BANK SERVICE CHARGES/FEES	-	80	(80)			80		-	21,400	
											Fresh Harvest \$20,000, StoryWalk Friendship Forest Carryover from 2022
260-7600-10-572000	CONTRIBUTIONS TO OTHER AGENCIES	40,000	20,889	19,111	52.22%		20,889		(15,000)	25,000	
260-7600-10-572020	VETERANS COMMUNITY OUTREACH	14,169	9,637	4,532	68.01%		9,637			14,169	
260-7600-10-572025	MOU-EMPOWER CLARKSTON TEKTON TRAINING	1,958	-	1,958	0.00%		-		(1,958)	-	2022 Program finalized
260-7600-10-572030	MOU-AMANI WOMENS CENTER	12,000	-	12,000	0.00%		-		(12,000)	-	2022 Program finalized
260-7600-10-573080	ARPA-HOME WEATHERIZATION/REPAIRS ASSIST	45,000	364,408	(319,408)	809.80%		364,408		320,000	365,000	Weatherization Assistance in 2023
260-7600-10-573082	CLARKSTON COMM CENTER MOU-ESL	-	22,169	(22,169)			22,169		22,200	22,200	ESL Clarkston Community Center 2023
260-7600-10-573083	MOU-AMANI WOMEN CENTER WORKFORCE DEVELP	-	52,030	(52,030)			52,030		53,000	53,000	Workforce Development in 2023
260-7600-10-573085	FAÇADE IMPROVEMENT	220,002	-	220,002	0.00%		-		(220,002)	-	Program Discontinued-No applicants
260-7600-10-573091	ARPA-HEALTH INITIATIVES	33,869	2,378	31,491	7.02%		2,378		(30,000)	3,869	Program Discontinued in 2023
260-7600-10-573092	COVID19-FOOD DISTRIBUTION	-	105,494	(105,494)			105,494		106,000	106,000	Food Distributions in 2023
260-7600-10-573093	COVID19 VACCINATION INCENTIVE GIFT CARDS	10,797	-	10,797	0.00%		-		(10,797)	-	Program Discontinued-No applicants
260-7600-10-573095	COVID19 RENTAL ASSISTANCE PROGRAM	-	77,583	(77,583)			77,583		78,000	78,000	Rental Assistance Issued in 2023

CITY OF CLARKSTON PROJECTED BUDGET NEEDED FOR 2023 AUDIT BASED ON THE LEGAL LEVEL OF CONTROL BY FUND AND DEPARTMENT
EXPENDITURES 2023

		2023		ANNUAL	ANNUAL%		FINAL	FINAL			
		AMENDED	ANNUAL	AVAILABLE	OF	PROJECTED	PROJECTED	PROJECTED	PROPOSED	FINAL	
		BUDGET	EXPENSES	BALANCE	BUDGET	EXPENSES	ACTUAL	% OF	BUDGET	PROPOSED	
		FROM	YEAR TO	YEAR TO	USED TO	DECEMBER	EXPENSES	BUDGET	AMENDMENT	BUDGET 2023	VARIANCE EXPLANATION
		08/2023	DATE	DATE	DATE	2023	FOR 2023	USED 2023			
GENERAL LEDGER											
260-7600-10-573096	MORTGAGE ASSISTANCE	8,871	-	8,871	0.00%		-		(8,871)	-	Program Discontinued-No applicants
260-7600-10-573097	CORONAVIRUS RELIEF-UTILITY ASSISTANCE	-	17,873	(17,873)			17,873		17,900	17,900	Utility Assistance Issued in 2023
260-7600-10-573098	CORONAVIRUS QUARANTINE INCOME LOSS	50,000	-	50,000	0.00%		-		(50,000)	-	Program Discontinued-No applicants
		436,666	693,892	(257,226)	158.91%	-	693,892	-	269,872	706,538	
TOTAL ARPA FUND		973,200	1,010,187	(36,987)	103.80%	-	1,010,187	103.80%	105,870	1,079,070	
SPLOST FUND											
320-4200-40-541400	HIGHWAYS AND STREETS PUBLIC WORKS DEPART	440,000	265,375	174,625	60.31%		265,375	60.31%		440,000	
320-8000-10-581100	DEBT SERVICE DEBT SERVICE-PRINCIPAL-BOND	2,158,000	2,158,000	-	100.00%		2,158,000	100.00%		2,158,000	
320-8000-10-582100	DEBT SERVICE DEBT SERVICE-INTEREST-BONDS	57,821	57,820	1	100.00%		57,820	100.00%		57,821	
TOTAL SPLOST FUND		2,655,821	2,481,195	174,626	93.42%	-	2,481,195	93.42%		2,655,821	
HOST FUND											
330-6200-60-541100	PARKS CAPITAL OUTLAY-PROPERTY-SITES	71,194	70,821	373	99.48%		70,821	99.48%		71,194	
TOTAL HOST FUND		71,194	70,821	373	99.48%	-	70,821	99.48%		71,194	
STORMWATER FUND											
500-4600-40-511100	STORM WATER-SALARIES AND WAGES	100,000	100,000	-	100.00%		100,000	100.00%		100,000	
500-4600-40-512200	STORM WATER-FICA CONTRIBUTIONS	6,200	6,200	-	100.00%		6,200	100.00%		6,200	
500-4600-40-512300	STORM WATER-MEDICARE CONTRIBUTIONS	1,450	1,450	-	100.00%		1,450	100.00%		1,450	
500-4600-40-521200	STORMWATER-PROFESSIONAL SVCS	118,000	94,632	23,368	80.20%		94,632	80.20%		118,000	
500-4600-40-522200	STORMWATER-REPAIRS/MAINTENANCE	18,000	14,156	3,844	78.64%		14,156	78.64%		18,000	
500-4600-40-522210	STORMWATER-VECHICLE MAINTENANCE	3,000	-	3,000	0.00%		-	0.00%		3,000	
500-4600-40-522320	STORMWATER-EQUIPMENT RENTAL	3,000	-	3,000	0.00%		-	0.00%		3,000	
500-4600-40-523600	STORMWATER-DUES AND FEES	12,500	12,298	202	98.38%		12,298	98.38%		12,500	
500-4600-40-523700	STORMWATER-TRAINING EXPENSE	2,000	824	1,176	41.20%		824	41.20%		2,000	
500-4600-40-523920	STORMWATER-BANK FEES	-	35	(35)			35			-	
500-4600-40-531100	STORMWATER-GENERAL SUPPLIES	2,000	513	1,487	25.63%		513	25.63%		2,000	
500-4600-40-531600	STORMWATER-SMALL EQUIPMENT	3,000		3,000			-	0.00%		3,000	
500-4600-40-541400	STORMWATER-CAPITAL EQUIPMENT	100,000		100,000			-	0.00%		100,000	
500-4600-40-582200	STORMWATER FUND DEBT SERVICE-INTEREST-CA	2,213	2,213	0	99.98%		2,213	99.98%		2,213	
TOTAL STORMWATER FUND		371,363	232,320	139,043	62.56%	-	232,320	62.56%	-	371,363	
SANITATION FUND											
540-4520-40-522110	WASTE MANAGEMENT SAN/RECYL COLLECTION	287,797	287,718	79	99.97%		287,718	99.97%		287,797	
TOTAL ALL FUNDS		12,357,457	11,527,853	829,604	93.29%	20,000	11,547,853	93.45%	112,520	12,469,977	

CITY OF CLARKSTON PROJECTED BUDGET NEEDED FOR 2023 AUDIT BASED ON THE LEGAL LEVEL OF CONTROL BY FUND AND DEPARTMENT REVENUES 2023

		2024 AMENDED BUDGET	[ANNUAL REVENUE TOTAL YEAR TO DATE	[ANNUAL PERCENTAGE REALIZED YEAR TO DATE	PROJECTED REVENUE ADJUSTMENTS DECEMBER 2023	FINAL PROJECTED REVENUE FOR 2023	FINAL PROJECTED % OF BUDGET 2023	PROPOSED BUDGET AMENDMENT	FINAL PROPOSED BUDGET 2023	VARIANCE EXPLANATION
REVENUE CODE	REVENUE DESCRIPTION		ACTUAL							
100-311110	PUBLIC UTILITY R/E TAXES-CURRENT YEAR	80,000.00	-	0.00%	74,251.44	74,251.44	92.8%		80,000.00	
100-311190	OTHER REAL PROPERTY TAXES-CURRENT YEAR	3,944,088.00	3,642,968.33	92.37%	139,624.26	3,782,592.59	95.9%			
100-311200	REAL PROPERTY TAXES-PRIOR YEAR	-	45,524.09		(83,005.19)	(37,481.10)			-	
100-311210	PUBLIC UTILITY R/E TAXES-PRIOR YEAR	-	83,332.30			83,332.30			-	
100-311310	MOTOR VEHICLE TAXES-CURRENT YEAR	240,000.00	256,700.06	106.96%		256,700.06	107.0%		240,000.00	
100-311340	INTANGIBLE TAX (REGULAR AND RECORDING)	30,000.00	14,093.81	46.98%	508.50	14,602.31	48.7%		30,000.00	
100-311350	RAILROAD EQUIPMENT TAX-CURRENT YEAR	980.00	916.43	93.51%		916.43	93.5%		980.00	
100-311390	OTHER PERSONAL PROP TAXES-CURRENT YEAR	126,014.00	93,055.62	73.85%	6,057.49	99,113.11	78.7%		126,014.00	
100-311400	PERSONAL PROPERTY TAXES-PRIOR YEAR	-	11,396.29		(14,641.33)	(3,245.04)			-	
100-311600	REAL ESTATE TRANSFER TAX (INTANGIBLE)	30,000.00	7,704.89	25.68%	654.99	8,359.88	27.9%		30,000.00	
100-311710	FRANCHISE TAXES-ELECTRIC	380,000.00	402,563.73	105.94%		402,563.73	105.9%		380,000.00	
100-311730	FRANCHISE TAXES-GAS	50,000.00	55,204.40	110.41%		55,204.40	110.4%		50,000.00	
100-311750	FRANCHISE TAXES-TV/CABLE	60,000.00	42,890.26	71.48%		42,890.26	71.5%		60,000.00	
100-311760	FRANCHISE TAXES-TELEPHONE	1,700.00	1,918.47	112.85%		1,918.47	112.9%		1,700.00	
100-314200	ALCOHOL BEVERAGE EXCISE TAX-BEER & WINE	120,000.00	122,512.23	102.09%		122,512.23	102.1%		120,000.00	
100-314300	LOCAL OPTION MIXED DRINK TAXES	70,000.00	65,772.94	93.96%		65,772.94	94.0%		70,000.00	
100-316100	BUSINESS AND OCCUPATION TAXES	212,555.00	246,738.23	116.08%		246,738.23	116.1%		212,555.00	
100-316200	INSURANCE PREMIUM TAXES	1,191,283.00	1,308,709.93	109.86%		1,308,709.93	109.9%		1,191,283.00	
100-319110	PENALTIES/INTEREST - REAL TAXES	10,000.00	8,517.14	85.17%		8,517.14	85.2%		10,000.00	
100-319400	PENALTIES/INTEREST-BUSINESS TAXES	4,000.00	12,450.48	311.26%		12,450.48	311.3%		4,000.00	
100-321105	ALCOHOL INVESTIGATION FEE	5,600.00	5,000.00	89.29%		5,000.00	89.3%		5,600.00	
100-321110	BEER RETAIL LICENSE	10,000.00	8,500.00	85.00%		8,500.00	85.0%		10,000.00	
100-321115	BEER RETAIL LICENSE BY DRINK	5,250.00	4,000.00	76.19%		4,000.00	76.2%		5,250.00	
100-321120	RETAIL WINE LICENSE	10,000.00	8,500.00	85.00%		8,500.00	85.0%		10,000.00	
100-321125	RETAIL WINE LICENSE BY DRINK	4,500.00	4,000.00	88.89%		4,000.00	88.9%		4,500.00	
100-321130	RETAIL LIQUOR LICENSE	12,500.00	7,500.00	60.00%		7,500.00	60.0%		12,500.00	
100-321135	RETAIL LIQUOR LICENSE BY DRINK	20,000.00	17,500.00	87.50%		17,500.00	87.5%		20,000.00	
100-321150	WORK PERMIT & ID CARD-ALCOHOL SALES	7,000.00	6,295.00	89.93%		6,295.00	89.9%		7,000.00	
100-321151	Work Permit ID-Entertainment	85,000.00	71,629.45	84.27%		71,629.45	84.3%		85,000.00	
100-321153	HOOKAH PERMIT	2,000.00	2,000.00	100.00%		2,000.00	100.0%		2,000.00	
100-321154	LATE NIGHT CONVENIENCE STORE PERMIT	-	1,203.00			1,203.00			-	
100-321220	INSURANCE COMPANY BUSINESS LICENSES	20,000.00	22,487.50	112.44%		22,487.50	112.4%		20,000.00	
100-322210	ZONING AND LAND USE PERMIT	4,000.00	800.00	20.00%		800.00	20.0%		4,000.00	
100-322230	SIGN PERMITS	4,000.00	3,083.96	77.10%		3,083.96	77.1%		4,000.00	
100-322240	BUILDING PERMIT	140,000.00	132,311.06	94.51%		132,311.06	94.5%		140,000.00	
100-322245	TREE SERVICE PERMIT FEES	1,000.00	421.00	42.10%		421.00	42.1%		1,000.00	
100-322250	CERTIFICATE OF OCCUPANCY	14,200.00	-	0.00%		-	0.0%		14,200.00	
100-322900	NON-BUSINESS LICENSES/PERMITS-OTHER	10,000.00	2,280.00	22.80%		2,280.00	22.8%		10,000.00	
100-323120	BUILDING INSPECTION	1,000.00	-	0.00%		-	0.0%		1,000.00	
100-341400	PRINTING AND DUPLICATING SERVICES	1,200.00	1,438.64	119.89%		1,438.64	119.9%		1,200.00	
100-341910	ELECTION QUALIFYING FEES	-	2,889.00			2,889.00			-	
100-342120	ACCIDENT REPORTS	6,500.00	5,119.00	78.75%		5,119.00	78.8%		6,500.00	
100-343900	GENERAL FUND STREET ROW MAINTENANCE	-	5,000.00			5,000.00			-	
100-344111	SPECIAL PICKUPS	600.00	2,923.00	487.17%		2,923.00	487.2%		600.00	
100-346410	BACKGROUND CHECK FEES (CRIMINAL)	4,000.00	3,976.89	99.42%		3,976.89	99.4%		4,000.00	
100-347200	WOMAN'S CLUB RESERVATION FEES	5,000.00	18,239.00	364.78%		18,239.00	364.8%		5,000.00	
100-347201	PARKS-POOL ADMISSIONS	21,891.00	31,434.53	143.60%		31,434.53	143.6%		21,891.00	
100-347203	MILAM PARK RESERVATION FEES	10,000.00	14,031.00	140.31%		14,031.00	140.3%		10,000.00	
100-347500	PROGRAM FEES-ATHLETIC	609.00	1,350.00	221.67%		1,350.00	221.7%		609.00	
100-349300	BAD CHECK FEES	50.00	50.00	100.00%		50.00	100.0%		50.00	
100-351170	MUNICIPAL COURT FINES AND FORFEITURES	240,000.00	221,937.56	92.47%		221,937.56	92.5%		240,000.00	
100-351180	POLICE ADMIN IT FEE	7,500.00	5,633.00	75.11%		5,633.00	75.1%		7,500.00	
100-361000	INTEREST REVENUES	7.00	0.03	0.43%		0.03	0.4%		7.00	
100-371000	CONTRIBUTIONS AND DONATIONS-PRIVATE	1,700.00	100.00	5.88%		100.00	5.9%		1,700.00	

CITY OF CLARKSTON PROJECTED BUDGET NEEDED FOR 2023 AUDIT BASED ON THE LEGAL LEVEL OF CONTROL BY FUND AND DEPARTMENT
REVENUES 2023

			[ANNUAL REVENUE TOTAL	[ANNUAL PERCENTAGE	PROJECTED REVENUE	FINAL PROJECTED	FINAL PROJECTED %	PROPOSED	FINAL	VARIANCE EXPLANATION
REVENUE		2024 AMENDED	YEAR TO DATE	REALIZED YEAR	ADJUSTMENTS	REVENUE FOR	OF BUDGET	BUDGET	PROPOSED	
CODE	REVENUE DESCRIPTION	BUDGET	ACTUAL	TO DATE	DECEMBER 2023	2023	2023	AMENDMENT	BUDGET 2023	
100-381000	RENTS AND ROYALTIES	75,000.00	73,054.08	97.41%	14,414.64	87,468.72	116.6%		75,000.00	
100-383000	REIMBURSEMENT FOR DAMAGED PROPERTY	50,000.00	38,823.75	77.65%		38,823.75	77.6%		50,000.00	
100-389000	OTHER MISCELLANEOUS REVENUE	2,153.00	26.00	1.21%		26.00	1.2%		2,153.00	
100-389005	REIM DEA O/T	18,000.00	20,631.54	114.62%		20,631.54	114.6%		18,000.00	
100-389010	BUS SHELTER REVENUE	64,000.00	-	0.00%		-	0.0%		64,000.00	
100-392100	PROCEEDS-SALE OF GENERAL FIXED ASSETS	-	8,447.63			8,447.63			-	
100-393600	PROCEEDS-CAPITAL LEASES	102,000.00	138,230.00	135.52%		138,230.00	135.5%		102,000.00	
		7,516,880.00	7,313,815.25			7,451,680.05	99.1%	(13,700.00)	7,503,180.00	
									-	
210-351320	CASH CONFISCATIONS (ILLEGAL ACTIVITIES)	93,202.00	11,047.69	11.85%		11,047.69	11.9%	20,350.00	113,552.00	Increase Revenues to Balance Expenditures
210-361000	SEIZURE INTEREST REVENUES	-	15.89			15.89			-	
		93,202.00	11,063.58	11.87%		11,063.58	11.9%	20,350.00	113,552.00	
									-	
211-351320	CITY SEIZ-CASH CONFISCATIONS/ILLEGAL ACT	500.00	-	0.00%		-	0.0%		500.00	
									-	
250-334110	LARP GRANT	110,000.00	93,532.50	85.03%		93,532.50	85.0%		110,000.00	
250-334120	ARC GREENWAY FEASIBILITY LCI STUDY	272,000.00	100,359.99	36.90%		100,359.99	36.9%		272,000.00	
250-334130	BUREAU OF JUSTICE ASST GRANT	4,000.00	-	0.00%		-	0.0%		4,000.00	
250-334210	OPIOD SETTLEMENTS	-	4,845.25			4,845.25			-	
250-334220	PLACEMAKING GRANT	1,500.00	-	0.00%		-	0.0%		1,500.00	
		387,500.00	198,737.74	51.29%		198,737.74	51.3%	-	387,500.00	
									-	
260-331110	FEDERAL GOVERNMENT GRANTS-DIRECT	973,200.00	1,010,186.96	103.80%		1,010,186.96	103.8%	105,870.00	1,079,070.00	Increase Revenues to Balance Expenditures
260-361000	CLARKSTON CORONAVIRUS RELIEF FUN INTERI	-	249.85			249.85			-	
		973,200.00	1,010,436.81	103.83%		1,010,436.81	103.8%	105,870.00	1,079,070.00	
									-	
320-313200	SPLOST FUND SPECIAL PURPOSE LOCAL OPTIO	2,200,000.00	2,362,469.88	107.38%		2,362,469.88	107.4%		2,200,000.00	
320-361000	SPLOST FUND INTEREST REVENUES	500.00	265.96	53.19%		265.96	53.2%		500.00	
320-393100		455,321.00	-	0.00%		-	0.0%		455,321.00	
		2,655,821.00	2,362,735.84	88.96%		2,362,735.84	89.0%	-	2,655,821.00	
									-	
330-313300	HOMESTEAD OPTION SALES AND USE	71,194.00	-	0.00%		-	0.0%		71,194.00	
									-	
500-344260	STORMWATER UTILITY-CURRENT	343,000.00	294,389.90	85.83%		294,389.90	85.8%		343,000.00	
500-344265	STORMWATER UTILITY-PRIOR YEAR	-	11,827.15			11,827.15			-	
500-361000	STORMWATER INTEREST	20.00	23.62	118.10%		23.62	118.1%		20.00	
500-389000	STORMWATER-OTHER MISC REVENUE	28,343.00	-	0.00%		-	0.0%		28,343.00	
		371,363.00	306,240.67	82.46%		306,240.67	82.5%	-	371,363.00	
									-	
540-344110	SANITATION FEES/DEKALB CO	287,797.00	224,971.29	78.17%		224,971.29	78.2%		287,797.00	
540-344115	PRIOR YEAR SANITATION/DEKALB CO	-	7,355.18			7,355.18			-	
		287,797.00	232,326.47			232,326.47	80.7%	-	287,797.00	
									-	
TOTAL GENERAL FUND REVENUES BUDGET		12,357,457.00	11,435,356.36	92.54%		11,573,221.16	93.7%	112,520.00	12,469,977.00	

RESOLUTION NO. _____

A RESOLUTION TO ADOPT THE FISCAL YEAR 2023 AMENDED BUDGET FOR EACH FUND OF THE CITY OF CLARKSTON, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS, AND PROHIBITING EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE, AND FOR VARIOUS OTHER REASONS.

WHEREAS, sound governmental operations require a budget in order to plan the financing of services for the residents of the City of Clarkston; and

WHEREAS, Title 36, Chapter 81, Article 1 of the Official Code of Georgia Annotated (OCGA) requires a balanced budget for the City's fiscal year, which runs from January 1st to December 31st of each year; and

WHEREAS, the Mayor and City Council of the City of Clarkston have reviewed the Proposed FY 2023 budget which includes the FY2023 AMENDED BUDGET data as presented by the City Manager; and

WHEREAS, each of these funds is a balanced budget, so that anticipated revenues and other financial resources for each fund equal the proposed expenditures or expenses; and

WHEREAS, the Mayor and City Council wishes to adopt this proposal as the Amended Fiscal Year 2023 Annual Budget, effective from January 1, 2023 through December 31, 2023.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Clarkston, Georgia, as follows:

Section 1. That the Amended Fiscal Year 2023 Budget, attached hereto and incorporated herein as a part of this Resolution is hereby adopted as the Amended Budget for the City of Clarkston, Georgia for Fiscal Year 2023, which begins January 1, 2023 and ends on December 31, 2023.

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

Section 3. That the "legal level of control" as defined in OCGA §36-81 is set at the department level, meaning that the City Manager in his capacity is authorized to move appropriations from one line item to another within a fund, but under no circumstances may expenditures or expenses exceed the amount appropriated for a fund without a further budget amendment approved by the Mayor and City Council.

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

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

RESOLVED this _____ day of April 2, 2023.

Beverly M. Burks, Mayor

ATTEST:

City Clerk

CITY OF CLARKSTON

ITEM NO: 6D

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Work session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discussion

MEETING DATE: March 26, 2024

SUBJECT: To discuss approving a renewed contract from Sears Pool Management Consultants, Incorporated.

DEPARTMENT: Parks

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Rodney Beck, Public Works Manager

PHONE NUMBER: 404-296-6489

PURPOSE: To discuss approving a renewed contract from Sears Pool Management Consultants, Incorporated for \$75,825.

NEED/ IMPACT: The Sears Pool Management Consultants, Incorporated will service the Milam Park pool operations and pool maintenance services for the Clarkston Community. In 2023 the City spent \$65,370 for pool operations and maintenance after the need to hire additional lifeguards during the summer. Also in 2023 the City paid an additional \$11,057 to Sears Pool to provide a security officer at the pool.

The contract increase includes pay increases for lifeguards and additional lifeguards during the summer. No security costs have been allocated for 2024 as we anticipate hiring a Parks & Recreation Manager staff person assigned to assist with pool this year.

The pool will open for the season on May 23, 2024, and will close on September 2, 2024.

RECOMMENDATION:

To renew the contract for Sears Pool Management Consultants, Incorporated for \$75,825 for 2023.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA RENEWING THE POOL MANAGEMENT CONTRACT AT MILAM PARK WITH SEARS POOL MANAGEMENT CONSULTING, INC.

* * * * *

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

Section 1. That the City Council executes the renewal of the Pool Management Contract at Milam Park with Sears Pool Management Consulting, Inc. in the City of Clarkston, Georgia.

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

Beverly H. Burks, Mayor

ATTEST:

Melissa Penate, Interim City Clerk

EXHIBIT A

Pool Management Agreement

This management agreement is dated, _____ and is between Sears Pool Management Consultants, Inc. ("SPMC"), a Georgia corporation, and the **City of Clarkston Milam Park** ("Client"), a Georgia Entity.

BACKGROUND:

SPMC is a pool management and service company with its principal office located at 1165 Hightower Trail, Sandy Springs, GA, 30350. Client owns a main pool, lap pool, wading pool, dive pool and spa and club facility located at **3867 Norman Road DeKalb County**("the Pool"). Client desires to have SPMC service the Pool and keep the Pool in operation for Client's members ("Club Members"). SPMC and Client therefore agree as follows:

I. DEFINITIONS:

- a. The Parties: SPMC and Client collectively
- b. Pool: all the structures used by the patrons for swimming at a single physical address. This includes, but is not limited to: lap pools, wading pools, water slides, and splash pads.
- c. Holidays: the Saturday, Sunday, and Monday of Memorial Day weekend, July 4th, and the Saturday, Sunday, and Monday of Labor Day weekend.
- d. Open Season: The time period from the Pool's season open date to the season close date.
- e. Covered Pool: Pool with a mesh safety cover or solid tarp cover used when closed for the season.
- f. Uncovered Pool: Pool that does not use a mesh safety cover or solid tarp cover when closed for the season.

II. TERM:

This agreement will be effective from **January 1st, 2024** through **December 31st, 2024**. This agreement shall automatically renew itself **October 1st** of each year for one additional year, unless the Client submits in writing (prior to October 1st) their wishes that the Agreement does not renew (see section VII. A. for details). The Pool shall open for the season **May 23, 2024**. The Pool shall close for the season after **September 2, 2024**. Club Members have access to the Pool at all times. Therefore, SPMC assumes no liability for the actions, or consequences of such actions, of any patrons using the Client's facilities during times when SPMC lifeguards are not on duty.



III. ATTACHMENTS:

The following documents are attached as Schedules A-C and are specifically incorporated into this agreement.

- a. Schedule A: Pool Operating Schedule
- b. Schedule B: Payment Schedule
- c. Schedule C: Changes to Pool Operating Schedule and Contract Options

IV. RESPONSIBILITIES OF SPMC

A. STAFFING OF SPMC:

1. President: The president is responsible for overseeing the general operation of the company. All agreements and modifications to agreements must be signed by the President.
2. SPMC Management: SPMC management will visit the Pool periodically to check the Pool operation and condition of the facilities. SPMC Management is responsible for scheduling seasonal opening and closing procedures and scheduling a county inspection, if applicable. SPMC management is responsible for resolving any complaints or issues that may arise in connection with the operation of the pool. SPMC management will be responsible for submitting repairs and renovations quotes to the Client and getting approval for same.
3. Maintenance Supervisor: Client will be assigned a Supervisor. Supervisor is responsible for coordinating the seasonal opening and closing procedures of the Pool and facilitating the delivery of all pool necessities, including, but not limited to, chemicals, cleaning equipment, and lifesaving equipment. The Supervisor will also conduct inspections of the Pool's operation and facility conditions at least twice per week. The results of these inspections will be reported to SPMC Management immediately so that any necessary action can be taken quickly.
4. Service Technician: SPMC's Service Technician is not assigned to any specific pool. He is responsible for performing repairs on an as needed basis once approval has been received from the Client's Designated Representative.
5. Lifeguard: Lifeguards are certified through the American Red Cross, YMCA or other industry recognized agency in lifeguard training, first aid, and CPR for infants, children, and adults. The Lifeguards are responsible for supervising Pool activities and protecting the safety of Club Members and guests. Lifeguards shall be at the Pool premises during the hours that the Pool is open and guarded according to Schedule A.
6. Head Lifeguard: Head Lifeguards are assigned for multi-guard pools. The Head Lifeguard is the daily SPMC management presence at the Pool and will have a minimum of two years of experience. The Head Lifeguard shall be responsible for ensuring that the Pool stays clean, and that Pool chemistry is balanced on a daily basis, monitoring the condition of all pool related equipment, and reporting any concerns to the Supervisor, the Operations Manager or Staffing Manager. The Head Lifeguard shall also be responsible for maintaining Pool records of Pool chemistry as dictated by county law. He/she shall report any shortages of pool chemicals or pool supplies directly to the Supervisor or SPMC office. In addition, the Head Lifeguard shall report to the Staffing Manager how well the lifeguards are performing their duties respectively.
7. Lifeguards: The Lifeguards shall also maintain Pool chemistry, basic pump house maintenance, and debris removal from the Pool area. They are to report any problems to their Head Lifeguard or Supervisor. The quality of the lifeguards' work is subject to review at each bimonthly SPMC officer meeting. All lifeguards are SPMC employees, not independent contractors. Selected lifeguards are available for hire by Club Members for individual swim instruction. SPMC employees are not permitted to give swim lessons during their regularly scheduled hours of lifeguard duty. SPMC shall not be responsible for the actions of Lifeguards when they are acting pursuant to private agreements with Club Members on the Club premises.



8. Gate Attendant (optional at additional cost): The Gate Attendant shall be at the Client's Pool according to the schedule of hours in Schedule A. Opening and closing duties for the Gate Attendant include cleaning the deck area, removing debris from pool area, placing trash in customer's dumpster, straightening furniture and raising or lowering umbrellas when appropriate. Gate Attendants shall enforce the Client's membership usage policies as he/she is able (including No Smoking, No Glass policies and pool closures), but shall not enforce any lifeguarding or other safety rules. In addition, Gate Attendants are not responsible for performing any lifeguard duties, including, but not limited to: administering rescue skills, CPR, and First Aid. If a problem or conflict arises, Gate Attendant and/or SPMC Shall notify Client's Designated Representative. The quality of the attendants' work is subject to review at each bimonthly SPMC officer meeting. All Gate Attendants are SPMC employees, not independent contractors.

B. OPEN SEASON POOL MAINTENANCE SERVICES:

During the open season SPMC shall perform maintenance a minimum of 3 times per week.

1. SPMC will use testing kits and chemicals to maintain the proper pool water chemical balance, pH levels, chlorine levels, alkalinity levels, cyanuric acid levels, and calcium hardness levels.
2. SPMC will stock chlorine, cyanuric acid, sodium bicarbonate, muriatic acid, soda ash, calcium chloride, polyquat and copper algaecide, pool clarifier, tile cleaner, test kit reagents and salt (if applicable) at SPMC's expense. If Pool leaks and is not repaired, SPMC may assess an additional amount for excess chemical usage.
3. SPMC will vacuum the Pool of debris regularly. SPMC will clean the Pool, skimmer baskets, the Pool's deck, waterline tiles at each visit.
4. SPMC will use algaecide, tile cleaner, scrub brushes, and metal Pool wall brushes to keep the Pool tiles and walls clean and algae free.
5. SPMC will backwash the Pool filter(s) and clean the hair/lint strainer basket(s), as needed.
6. SPMC will clean the Pool area following the end of the last guard and/or gate attendant shift of the day. This entails picking up garbage and lost and found items, emptying all garbage cans in the Pool area into the proper receptacles, and relining them with new can liners provided by SPMC. The Client will provide garbage storage site for garbage service. SPMC cannot remove garbage from the neighborhood.
7. SPMC will open the Pool area and restrooms before the first guard/gate attendant shift of the day and lock and secure the Pool area and restrooms at the end of the last guard and/or gate attendant shift of the day.
8. All SPMC employees will report any problems associated with the Pool, the Pool area, or the pump to the SPMC office. SPMC management will forward this information to the Client's Designated Representative.
9. All pool related equipment purchases, including, but not limited to, vacuums, brushes, poles, life saving devices, nets, baskets, feeders, tubes, and garbage cans, can be made by SPMC and billed by SPMC to Client. Individual items that cost more than **\$225.00** must first be approved by Client. Client assumes full liability for any problems that may arise due to refusal to purchase equipment recommended by SPMC. All equipment purchases shall become the property of the Client.



10. Water quality: SPMC is responsible for maintaining the condition of the swimming pool water as required by state and local statute or within these recommended tolerances where there is no applicable statute: Chlorine: 2.0-10.0 ppm; pH: 7.2-7.8; Total Alkalinity: 80-120 ppm; Calcium Hardness: 200-400 ppm; Cyanuric Acid: less than 100 ppm At no time will the water chemistry cause a failure of permission to operate the pool granted by local health departments. If the local health department revokes permission to operate the pool due to poor water quality, and it is deemed to be the fault of SPMC, Client shall be entitled to partial refund of the contract price, determined using the following formula: (# of days closed) x (average daily portion of the contract price).

11. SPMC reserves the right to close the Pool if it determines that the Pool must be closed to adjust water quality. SPMC shall refund any monies to the Client according to the above formula, if the water quality problem is due to an act or omission on the part of SPMC or its employees. If the problem is due to an act or omission on the part of a Club Member, patron, vandal, or other party, SPMC may charge an additional amount to rectify the water quality problem.

12. Extra Visits: If an unforeseeable event (i.e. contamination, vandalism, etc.) occurs that requires SPMC to visit and service Client's Pool an additional time, outside of the normal service visit, there will be an "extra visit charge" of \$85 per visit plus an hourly rate of \$80 per hour (one-hour minimum) for servicing the Pool again.

13. Repairs and Parts Replacement: SPMC performs regular repairs and replaces parts on pool pumps, filters, above ground piping, and other pool equipment. Client is responsible for paying SPMC for all repairs and parts expenses incurred during the season. Any repairs or parts costing over **\$225.00** each must first be approved by Client. SPMC is not responsible for consequences or situations arising due to Client's refusal to approve recommended repairs. At Client's request, SPMC can arrange for repair of Client's plumbing or electrical equipment by a licensed contractor.

14. Restroom Supply Service: If checked on Schedule B, then 1 applies. If not checked, then 2 applies.

1. During pool season, SPMC will restock restrooms with standard roll or 9" roll toilet paper, standard kitchen roll, hand wound, center pull, or multifold paper towels, bag in the box soap or liquid soap refill, and disinfectant at the expense of SPMC. If SPMC does not support a dispenser that the customer installs, the customer will be responsible for refilling it. SPMC will remove trash and debris from the restroom floor and sink countertops. SPMC recommends that Clients hire a professional cleaning service. SPMC can provide a separate quote for professional cleaning service upon request.

2. Client is responsible for providing restroom maintenance and supplies.

C. LIFEGUARD and/or GATE ATTENDANT SERVICES

The primary responsibility of a lifeguard is patron safety. They will enforce general pool rules as defined by the county and/or American Red Cross guidelines. Secondary responsibilities include ensuring the facility is neat and clean, trash is emptied, restrooms are restocked and picked up, and pool furniture is straightened.

The primary responsibility of a Gate Attendant is monitoring people entering the pool and ensuring they are residents of the community. Gate Attendants are not responsible for performing any lifeguard duties, including, but not limited to, administering rescue skills, CPR, and First Aid.



Lifeguard Break: Once every hour, the Lifeguard will call a break for a period of 15 minutes. During this break, Lifeguards will not be on duty guarding the pool and neither the lifeguards nor SPMC is responsible for the people using the Pool during the break. Upon Client's request and acceptance of responsibility, children 17 and under shall be cleared from the Pool during this time. Client understands that SPMC cannot condone discriminating against children, because it has been deemed illegal under the Fair Housing Act.

Gate Attendant Break: Gate Attendants are permitted to take a 15-minute break every two hours. They will check and record the pool chemistry, restock restrooms, and empty trash.

The Wading Pool: Supervision and safeguarding of the users of the wading pool shall be the responsibility of the parents of the children using the wading pool. SPMC agrees to maintain the wading pool as described above. SPMC shall not be responsible for any injury or loss resulting from use of the wading pool. Client agrees to indemnify and hold SPMC harmless from any and all claims for damages or injuries, or both resulting from the use of the wading pool.

Inclement weather days and lifeguard/attendant policies: On rainy days, SPMC will keep one guard/attendant at the Pool until 5 P.M. If the weather is still unsuitable for swimming at 5 P.M., the Pool will be closed for the remainder of the day. SPMC will attempt to consult with Client's Designated Representative prior to sending staff home, however, as inclement weather is unpredictable, SPMC shall have the right to close the Pool early in the event of severe weather without refund to Client.

Bather load: SPMC may determine Lifeguard requirements dependent upon bathing load, Pool type and size, health department code, and commonly accepted industry standards. If SPMC determines that the recommended Lifeguard to bather ratio is regularly out of acceptable range, SPMC may recommend adding or reducing Lifeguard coverage where appropriate. If the Lifeguard to bather ratio is exceeded randomly through higher than normal attendance or a large group arriving at the Pool, SPMC reserves the right to secure additional Lifeguard coverage and bill Client for the additional staff, if said staff is available on short notice. Alternatively, SPMC reserves the right to limit the number of patrons at the Pool to protect the safety of all patrons and the Lifeguards.

Additional Lifeguard/Attendant Hours: Client may request staff hours in addition to the coverage provided in Schedule A. If staffing is available, SPMC can provide said coverage, according to rate Schedule C.

D. SEASONAL OPENING AND CLOSING OF THE POOL

Client represents and warrants that the Pool is clean and free of algae on the date of execution. If not, additional charges will apply, to be determined upon discovery.

SPMC shall conduct the seasonal opening and closing of the Pool. The opening procedures shall include:

1. Ensuring that the Pool meets all requirements to obtain proper permits from the government for operation.
2. Client is financially responsible for any applicable fees associated with obtaining a permit for operation.
3. Removing the Pool cover, if applicable; storing the cover in the pool area. If storage site is outside of the pool enclosure, SPMC may charge additionally. The storage area must be agreed to by both parties.
4. Cleaning the Pool and balancing Pool chemistry.
5. Inspecting underwater lights, if applicable.



6. Stock restrooms. Client is responsible for cleaning restrooms for inspection and opening.
7. Cleaning Pool furniture and arranging it properly. Cleaning includes brushing or wiping with soapy water and rinsing. If furniture is abnormally dirty, mildewed, or stained, pressure washing, or specialty cleaning may be needed. SPMC can provide a quote for these services separately, upon request. Standard pool furniture (aluminum frame with vinyl support or plastic) is included. Specialty furniture (concrete, metal, wood or fabric) is not included. If storage site is outside of the pool enclosure, SPMC may charge additionally. The storage area must be agreed to by both parties.
8. Mounting diving boards, guard chairs, handrails, and ladders, when applicable.
9. Inspecting flow meters, pressure gauges, valves, and chemical feeders.
10. Lubricating valves and pump bearings, as necessary.
11. Setting up garbage cans in proper locations.
12. Checking the condition of the lifesaving equipment and reporting any damaged or missing equipment to the
13. Client's Designated Representative.
14. Checking the condition of maintenance and cleaning equipment and reporting any damaged or missing
15. equipment to the Client's Designated Representative.
16. Checking the condition of the pump house and the equipment contained therein. Repair equipment as necessary.
17. Starting up filtration system.
18. Inspecting all skimmers, vacuum systems, and return inlets.
19. Scheduling county opening inspection, if applicable.

The opening procedures shall be completed no later than one (1) week prior to the scheduled opening date of the Pool for the season.

NOTE: Additional clean-up charges may apply if winter maintenance is not selected, and the Pool is found in terrible condition at opening time.

The closing procedures shall include:

All pools:

1. Vacuum pool.
2. Stack Pool furniture and store it at designated location, on-site. If storage site is outside of the pool enclosure, SPMC may charge additionally. The storage area must be agreed to by both parties.
3. Check the condition of all Pool equipment, lifesaving equipment, and pump house. SPMC shall report any damages to the Client's Designated Representative
4. Grease motor bearings and lubricate filter system valves, if applicable.
5. Notify Client upon completion of Pool closing procedures.

Pools with covers:

1. Lower pool water to correct level, drain all skimmer lines and winterize them. Remove and store skimmer parts. Cover the skimmers.
2. Remove and store all removable ladders, handrails, and diving board(s), when applicable
3. Reinstall Client's Pool cover.
4. Backwash and drain all filter tanks. Place valves at appropriate settings.
5. Remove pump plugs and drain pump. Store plugs in strainer basket.
6. Treat Pool with proper chemicals, as necessary. Winterize the pool. SPMC will use common and accepted methods of winterization, but assumes no liability for freeze damage.



All closing procedures are to be completed no later than three (3) weeks following the close of the Pool for the season. SPMC does not automatically winterize restroom and municipal plumbing. At Client's request, SPMC can arrange for the restroom and municipal water supply to be winterized by a professional plumbing service for an additional charge. SPMC cannot guarantee against freeze damage for any plumbing.

E. WINTER MAINTENANCE:

SPMC's winter maintenance service begins when the seasonal closing procedures are completed. Winter maintenance continues until seasonal opening procedures begin or at the end of the term, whichever comes first. For winter maintenance of covered pools, SPMC shall conduct the following:

1. **Twice monthly** visits to the Client's pool.
2. Check the condition of the pool cover and remove debris from pool cover.
3. Check and balance pool chemistry.
4. Check and adjust water level.
5. Check for algae growth and treat accordingly
6. Remove debris from deck area
7. Check for structural and equipment problems.

For winter maintenance of uncovered pools, SPMC shall conduct the following:

1. **Weekly** visits to the Client's pool.
2. Vacuum pool as needed.
3. Remove debris from water surface.
4. Empty skimmer baskets or gutters.
5. Check and balance pool chemistry.
6. Check and adjust water level.
7. Check for algae growth and treat accordingly.
8. Remove debris from deck area.
9. Backwash filters and empty hair/lint baskets as needed.
10. Check for structural and equipment problems.

Any issues discovered during winter maintenance inspection and treatment are reported to the Client's Designated Representative promptly so that appropriate action may be taken.

SPMC is responsible for providing all necessary chemicals during winter maintenance. SPMC is not responsible for damage to the Pool or the Pool's equipment from freeze damage, vandalism, force majeure, or other circumstances beyond SPMC's control during this period. . SPMC cannot guarantee against freeze damage for any plumbing.

If Pool is not covered for reasons beyond SPMC's control, there is an additional per month charge for cleaning and vacuuming at each visit.



F. COMMUNICATION WITH CLIENT

SPMC will communicate with the Client, its board and its members and guests. SPMC shall provide the Client's Designated Representative with a list of phone numbers and email addresses for contacting the appropriate SPMC personnel when the need to contact SPMC arises.

In addition, SPMC provides a 24-hour on-call emergency service which may be reached through SPMC's voice mail system. Emergency response hours are considered Monday-Friday after 4:00 pm and before 7:00 am the following day, and all day Saturday and Sunday. There is no fee for assistance over the phone. The additional cost for emergency service visits is \$275 including the first hour on site, plus \$80 for each additional hour on site.

Non-urgent service related requests can be emailed to service.request@searspool.com. Lifeguard/Attendant related requests can be emailed to lifeguard@searspool.com.

G. INSURANCE

SPMC indemnifies and holds the Client harmless from such injuries to SPMC's employees resulting from injuries arising from the performance of the terms of this agreement. SPMC will maintain Workman's Compensation Insurance for the life of this agreement for its Employees.

SPMC shall purchase and maintain for the life of this agreement general liability and property damage insurance which will protect SPMC and its employees as well as the Client for damages which may arise from negligence of SPMC or its employees under this agreement. Specifically, SPMC shall maintain comprehensive General and Professional Liability Insurance in the amount of one million (\$1,000,000.00) dollars per occurrence and two million (\$2,000,000.00) dollars aggregate, automobile liability insurance with coverage of one million (\$1,000,000.00) dollars per occurrence/aggregate, and worker's compensation insurance. SPMC shall also maintain Excess Liability insurance in the amount of five million (\$5,000,000.00) dollars per occurrence and aggregate. SPMC will furnish Client with a certificate of the insurance describing the coverage and list Client as a certificate holder.

V. DUTIES OF THE CLIENT

A. DESIGNATED REPRESENTATIVE

The Client agrees to designate one primary representative and one secondary/emergency representative who will be the contact persons for SPMC. The Client will provide contact information for all designated representatives. The representatives and SPMC management will communicate regularly about issues surrounding the operation of the Pool. The Designated Representative is responsible for supplying SPMC with an updated list of Club Members and an updated review of club policies associated with the Pool.

B. PAYMENTS

The Client will pay SPMC according to the Payment Schedule set forth in Schedule B of this Agreement. Any and all payments not received within ten (10) days from the date due, are considered delinquent. All delinquent payments are subject to a 5% late charge, payable to SPMC from Client. In the event that payments are not received within 12 days of the due date, SPMC shall have the right, at its discretion, to terminate its services to Client and remove all personnel from Client's premises without further notice to Client.

C. INSURANCE

The Client will purchase and maintain for the life of the Agreement general liability insurance with limits of one million (\$1,000,000.00) dollars per occurrence/annual aggregate for bodily injury, personal injury, and property damage. Client will furnish SPMC with a certificate of the insurance describing the coverage and list SPMC as a certificate holder.



D. INDEMNIFICATION

The Client will indemnify and hold harmless and agrees to defend SPMC against and pay all claims occasioned by incidents arising as a direct result of intentional misconduct or gross negligence on behalf of the Client. The Client will indemnify and hold harmless and agrees to defend SPMC against and pay all claims occasioned by incidents arising as a direct result of intentional misconduct or negligence on behalf of the Club Members or others that cannot be foreseen or prevented by SPMC lifeguards. Such incidents include, but are not limited to, defiant and malicious behavior on behalf of (a) Pool patron(s), and using the Pool facility after closing time. Client indemnifies and holds SPMC harmless and agrees to defend SPMC against and pay all injury claims that occur during the hours when SPMC employees are not guarding the premises.

Client agrees that SPMC assumes no liability for events or occurrences that take place at Client's facility or the consequences of said events and occurrences, while SPMC employees are not present and acting in a capacity for SPMC.

E. COST OVERAGES

The Client shall be responsible for any cost overages or expenses which are due to extraordinary circumstances, including, but not limited to vandalism or force majeure.

F. UTILITIES

The Client is responsible for providing a functioning landline telephone (that allows 911) at the Pool at least 3 weeks prior to opening. A functioning landline telephone is required by statute for the Pool to operate. Water, electric, and telephone bills are the responsibility of the Client. Client is responsible for grounds maintenance (i.e. mowing and gardening) in the Pool area. Client is responsible for providing a garbage pick-up service and a designated onsite location for SPMC to dispose of Pool's garbage.

G. SUPPLIES AND EQUIPMENT

The Client is responsible for providing the following necessary supplies: first aid kit, chemical test kit, lifesaving equipment, cleaning and maintenance equipment (poles, brushes, vacuum heads, hoses, leaf net), and chemical feeders. These items may be purchased through SPMC if Client desires.

H. PERSONNEL

Client agrees not to hire or consult (without prior written consent of SPMC) any employee of or former employee of SPMC for a period of one (1) year from the expiration or cancellation of this agreement.

I. KEYS/FACILITY ACCESS

Client is responsible for providing SPMC three copies of working keys and/or any access codes for each lock necessary to operate Client's facility by the start of this agreement. Client acknowledges that SPMC may not be able to begin service until all keys and/or access codes are provided.

J. EQUIPMENT ROOM

Client agrees not to change any equipment or valve settings, perform any work on pool equipment, or tamper with pool chemicals, unless under the specific direction of SPMC management. Client understands that if this portion of the agreement is breached, guarantees made elsewhere in the agreement, relating to water quality and pool maintenance, are void.



VI. POOL PARTIES/SPECIAL EVENTS

SPMC can provide additional lifeguard coverage for Client's events. See Schedule C for SPMC Pool Party policy.

VII. GENERAL PROVISIONS

A. PRICING AND AGREEMENT RENEWAL

The rates set forth in Schedule B are based upon the Pool operating as described in Schedule A. SPMC reserves the right to make changes to the rates should the Client wish to make changes to services. SPMC will hold these quoted prices for 45 days from the date of issue. If this agreement is not signed after 45 days from the date of issue, SPMC reserves the right to change the rates.

This agreement shall automatically renew itself October 1st of each year for one additional year, unless the Client submits in writing with return receipt, post marked prior to October 1st, their wishes that the agreement not automatically renew. When this agreement automatically renews, the new total price shall not exceed 10% more than the previous year's total price, provided the following factors do not change: length of swim season, total number of lifeguard hours, minimum wage, scope of services provided by SPMC to Client, or any major contributing cost factor beyond SPMC's control. If any cost factors change causing the increase to be more than 10%, SPMC will send Client a proposal for the following service year, and Client can determine if they would like to continue with SPMC for the following service year, or renegotiate the contract.

If Client would like to terminate this agreement after the automatic renewal date, but before January 1st of the following year, Client may pay an early termination fee of 5% of the total contract price to terminate the agreement with SPMC. If Client would like to terminate the agreement after the automatic renewal and after January 1st of the following year, Client may pay an early termination fee of 10% of the total contract price to terminate the agreement at that time.

B. CANCELLATION

The Client shall have the right to cancel this agreement based on SPMC's nonperformance of duties and responsibilities as follows: Client shall notify SPMC by phone and a mailed written notification of any problem regarding performance detailed in this agreement. SPMC shall have five (5) business days following receipt of the mailed written notification to remedy stated violation of the agreement. If SPMC fails to remedy the violation within this period, Client may terminate this agreement upon expiration of this remedy period by providing written notice to SPMC by certified mail and this agreement shall terminate five days after the receipt of the written termination by SPMC. In the event that Client terminates this agreement, Client shall be entitled to a partial refund of money paid in advance. The daily portion of the contract price shall be computed. Any days paid for but not serviced shall be refunded by SPMC to Client. Refund shall be paid within fourteen (14) days after termination.

C. FORCE MAJEURE.

A Party shall not be deemed in default of this agreement, nor shall it hold the other Party responsible for, any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of the Party, provided that the Party relying upon this provision:

1. Gives prompt written notice thereof, and
2. Takes all steps reasonably necessary to mitigate the effects of the force majeure event.



D. CONSENT

No party shall make any press release or other announcement with respect to the subject matter of this agreement without the consent of the other party, except as required by law or a court order. Consent shall not be unreasonably delayed, conditioned, or withheld.

E. ENTIRE AGREEMENT, MODIFICATIONS, AND BINDING EFFECT

This agreement constitutes the entire agreement of the Parties and supersedes any prior agreements, understandings, or negotiations, written or oral. This agreement may not be modified or amended except in writing, signed by the Parties. This agreement shall be binding upon and ensure to the benefit of the Client and SPMC and to their respective heirs, successors, and assigns.

F. DISCLAIMERS OF LIABILITY

Except as to the employees of SPMC, SPMC assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, legal or illegal, nor for the “Good Samaritan” acts of any employees of SPMC.

G. SEVERABILITY

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

H. NON-WAIVER

Client and SPMC agree that no failure to exercise and no delay in exercising any right, power, or privilege under this agreement by either Party shall operate as a waiver of any right, power, or privilege under this agreement.

I. GOVERNING LAW/VENUE

This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws rules. The Parties agree that exclusive venue for any litigation arising out of this agreement will be in the state courts located in Fulton County, Georgia.

J. WAIVER OF TRIAL BY JURY

The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated by this agreement.



K. ARBITRATION

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Georgia. An award of arbitration may be confirmed in a court of competent jurisdiction. Any such arbitration shall be conducted by an experienced arbitrator and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity.

L. ACCEPTANCE

Acceptance of this agreement by Client through signatures below and return of this agreement along with any payments due hereunder will constitute a contract entered into in accordance with the specifications, terms, and conditions and addenda attached hereto.

M. COUNTERPARTS

This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

N. PROPRIETARY STATEMENT

This proposal was developed by SPMC exclusively for City of Clarkston Milam Park. City of Clarkston Milam Park recognizes that the content of this proposal is proprietary to SPMC. In this vein, City of Clarkston Milam Park agrees not to disclose any portion of this proposal to our competitors. This proposal was prepared in such detail so that City of Clarkston Milam Park can compare the service advantages and cost advantages of SPMC to that of its competitors.

AGREED TO:

SPMC

By Its President

Craig Sears

Dated _____

City of Clarkston Milam Park

By Its _____

Dated _____

Type Billing Email Address

Here:

Primary Contact



City of Clarkston Milam Park
3867 Norman Road

SCHEDULE A: Pool Operating Schedule

The Pool shall open for the season **May 23, 2024**. The Pool shall be closed for the season after **September 2, 2024**.

SPMC shall maintain the pool **3** times per week, as described in this Agreement. The Pool shall be open and guarded for a total of **2018** guard hours as follows:

See Attached Excel Document

SPMC shall provide lifeguards during scheduled times as noted above. Outside of these dates and times, the Pool shall be serviced 3 times per week and available to Client for use at their own risk.



City of Clarkston Milam Park
3867 Norman Road
SCHEDULE B –Payment Schedule

Schedule B-Payment Schedule	Price
Pool Supplies SPMC will provide adequate pool chemicals and supplies for the Pool open season, as listed in Section IV.B.	\$4,275.00
Service Visits 1. SPMC will provide seasonal Opening and Closing Services. 2. Pool will be cleaned and properly maintained through the season. 3. SPMC will handle and resolve all complaints from club members as quickly as possible.	\$6,900.00
Cost of Lifeguard/Employee Wages SPMC will provide lifeguard and/or gate attendant services	\$49,775.00
Cost of Staff Recruitment, Training & Management 1. SPMC will staff according to Schedule A and provide appropriate training, supervision and disciplinary action for all SPMC employees. 2. SPMC is responsible for all obligations involving payroll & taxes, General & Professional Liability insurance and Workman's Compensation insurance for SPMC employees. 3. Client will have accessibility to SPMC management in times of emergency, and will handle and resolve complaints as quickly as possible.	\$13,400.00
Winter Maintenance	
☒ Winter Maintenance with a Cover SPMC will provide winter maintenance services. This price assumes the pool is covered. Should the pool be uncovered for reasons beyond SPMC's control an additional per month will be billed.	\$1,475.00
☐ SPMC will provide winter maintenance services. This price assumes the pool is uncovered.	\$5,150.00
Total	\$75,825.00



<u>Payment Schedule</u>	Payment
Ten percent (10%) of the total amount is due upon signing of the contract.	\$7,582.50
Ten percent (10%) of the total amount is due February 1, 2024.	\$7,582.50
Fifteen percent (15%) of the total amount is due April 1, 2024.	\$11,373.75
Twenty percent (20%) of the total amount is due June 1, 2024.	\$15,165.00
Twenty percent (20%) of the total amount is due July 1, 2024.	\$15,165.00
Twenty percent (20%) of the total amount is due August 1, 2024.	\$15,165.00
Five percent (5%) of the total amount is due September 1, 2024.	\$3,719.25

OPTIONS: Client may add the following options to their service. The payment schedule shall be adjusted accordingly. All other terms and conditions of this Agreement apply.

OPTION 1: Extended Season

SPMC will extend the season by providing chemical and maintenance services as described in this Agreement for an additional **\$1,000.00** per week. To allow adequate time for ordering and receiving additional chemicals, as well as adjusting the maintenance and pool closing schedules, Client will provide SPMC with a minimum of 2 weeks advance notice. If Client requests season extension with less than 2 weeks notice, SPMC cannot guarantee that it will be possible and additional costs may apply.



SCHEDULE C – Changes to Lifeguard Coverage Contract Options

SPMC recruits, hires, and trains lifeguards to fill the lifeguard coverage required in Schedule A. Any changes to Schedule A will require additional work on the part of SPMC to accommodate said changes. Hence, extra charges may apply, as described below.

Pool Parties/Special Events

During regular operating hours, all private pool parties with twelve (12) or more attendees must be submitted to SPMC (on SPMC's party request form) and cleared with SPMC management at least 7 days prior to the date of the party. Parties with fifteen (15) or more attendees may require an extra guard to be booked, depending on the judgment of SPMC management. This will depend on the day of the party (weekday, weekend, holiday). Pool parties with eleven (11) or fewer guests do not need to be cleared by SPMC management, but we prefer that Club Members give us advance notice of at least 4 days. After hours pool parties are permitted once SPMC receives notice of Client's approval, and if there is sufficient lighting (determined by SPMC management) in the pool area.

If it is determined that an additional guard will be necessary, lifeguards will be staffed, one (1) for every twenty-five (25) individuals. The Club Member will pay SPMC forty-five (\$45.00) dollars per hour for each additional lifeguard necessary, with a minimum of ninety (\$90.00) dollars per event. Payment must be received by SPMC at least one day prior to the party date. Client may elect to be invoiced for parties, and handle party fees privately with the Club Members.

An additional lifeguard will be required for all parties where alcohol is served. During all private parties, all children eight (8) and under must be supervised by an adult. Teenage and college age parties must have at least one adult chaperone for each 15 people at the party. Parties that leave a large mess may be subject to penalty charge to cover extra clean-up time.

Club Member may cancel a party with 24-hour notice and receive a full refund. Parties cancelled with less than 24-hour notice will receive a 50% refund. If Club Member wishes to cancel, reschedule or postpone the party, Club Member must contact SPMC at least two hours in advance of the original party time. There will be no additional charge to cancel (with full refund), reschedule or postpone a party due to inclement weather with a two-hour notice.

Any unscheduled parties with 15 or more attendees will be subject to a charge of \$200. If emergency staffing is available and SPMC staffs an unscheduled party at the last minute, the rate shall be \$60/hr per guard. If emergency staffing is not available, SPMC reserves the right to close Pool or cancel party, if the party poses a safety risk. Charges will be billed to Client. Client is responsible for collecting charges from Club Member for breach of party policy.

Changes to Schedule A

If Client wishes to change Schedule A once under contract, SPMC will make its best efforts to accommodate the schedule change. There will be a schedule change fee of \$100. This fee covers administrative expenses associated with changing the schedule in our computer and in our books, making phone calls to move staff to accommodate the new schedule, and calculating the difference in hours and money due.

All hours deleted by Client or Not Staffed by SPMC from Schedule A shall be credited at \$18.50/hr. Hours added to Schedule A shall be billed at the following rates:

Pre-Memorial Day and Post Labor Day (if available): \$40/hour

Memorial Day – July 31: \$25/hour

August 1 – Labor Day: \$35/hour

Holidays: \$40/hour



CITY OF CLARKSTON

ITEM NO: 6E

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Resolution

MEETING DATE: March 26, 2024

SUBJECT: Adopt Resolution to Declare Property Surplus for City of Clarkston

DEPARTMENT: Public Works

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages: 1

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

PURPOSE: To consider declaration of old and obsolete equipment as Surplus Property that can be sold and disposed of in compliance with O.C.G.A. 36-37-6(a).

NEED/ IMPACT: The City of Clarkston Public Works Department requests that the following vehicles be declared as obsolete and surplus the equipment's to be auctioned for sale.

2008 Ford Truck F150 VIN# 1FTRF12208KD52635

2008 Ford Truck F150 Vin# 1FTRF12248KF00026

These vehicles was acquired in October 2008 and has been in service for 16 years and has a mileage of 80,559 and 90,500 miles.

RECOMMENDATIONS:

Staff recommends that the Council vote to declare the above-mentioned vehicles as surplus property.

**RESOLUTION TO DECLARE PROPERTY SURPLUS FOR
THE CITY OF CLARKSTON**

WHEREAS, the below described Public Works vehicle is no longer necessary, useful or suitable for municipal purposes for the City of Clarkston:

2008 Ford Truck F150 VIN#1FTRF12208KD52635

2008 Ford Truck F150 Vin#1FTRF12248KF00026

NOW, THEREFORE BE IT RESOLVED that the above-mentioned vehicles be declared surplus property and the City Manager is hereby directed to sell said surplus equipment via public sale in compliance with O.C.G.A. 36-37-6(a).

SO RESOLVED, this 2^h day of April, 2024.

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

BEVERLY H Burks, Mayor

Attest:

Melissa Penate, Interim City Clerk

Approved as to Form:

Stephen Quinn, City Attorney

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discuss

MEETING DATE: March 26, 2024

SUBJECT: Discussion concerning Russell Landscaping Streetscape Right-of-Way Mowing Contract Extension and CSX Right-of-Way Mowing Addendum in the amount of \$70,000 to be funded out of the 40-4000-523140.

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: Discuss the extension of Russell Landscaping's existing base contract one year for the streetscape maintenance tasks and various city right-of-way areas as outlined in the 2023 scope of work and contract. Additional services that exceed the original base contract scope of work would include mowing the CSX right-of-way.

BACKGROUND: The City prepared a RFP in early 2023 for right-of-way maintenance of the streetscape project areas (East Ponce de Leon, Market Street and Norman Road), including Rowland Street and the Church Street off-ramp landscape area. Typical work tasks the scope of work includes trash pickup, weed control, mowing, edging, mulch replacement at trees well and landscape planting areas and tree pruning. Russell Landscaping was the low bidder and a contract approved in March 2023.

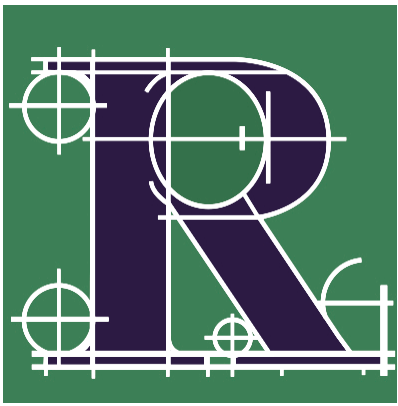
City staff requested that Russell Landscaping's interest in extending the existing base contract and scope of work for 2024 (March 1st, 2024 to March 1st, 2025). Russell agreed with a 2% increase in the base contract due to labor costs.

Additionally, city staff prepared a scope of work for mowing CSX right-of-way (including the Church and East Ponce de Leon CSX embankments) from I-285 to the Church Street/East Ponce de Leon intersection; Refer to Exhibit C "Work Area Location Map". Russell Landscaping and staff negotiated a yearly cost to perform the CSX R/W Mowing. Frequency of mowing would be once every 2 weeks. Refer to Exhibit B – Russell Mowing Proposal.

Refer to Exhibit A for scope and cost details.

NEED/ IMPACT: The costs for the extension of Russell's base contract and mowing of CSX right-of-way was not included in the 2024 city budget but a budget amendment will be necessary. Privatizing the referenced scope of work not only allows city staff to concentrate on providing other core city services with greater efficiency and productivity and simultaneously working with a highly qualified landscape company to utilize their skill set to maintain the highly visible streetscape infrastructure.

STAFF RECOMMENDATIONS TO COUNCIL: Staff recommends approval of an amendment to the contract with Russell Landscaping in the amount of \$70,000 to be funded out of 40-4000-523140.

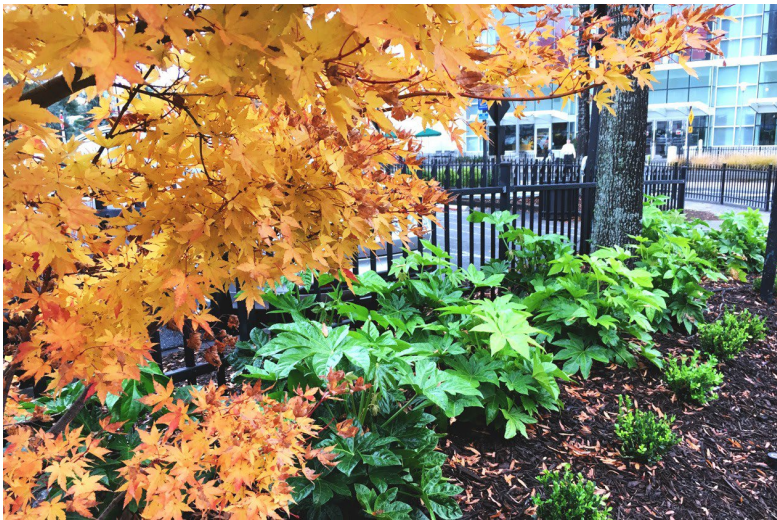


ATLANTA + CHARLESTON + DESTIN + NASHVILLE + SAVANNAH + TAMPA

PROPOSAL FOR PARTNERSHIP

CITY OF CLARKSTON - CSX RIGHT OF WAY

EXHIBIT B



U N M A T C H E D I N T H E I N D U S T R Y



ATLANTA * CHARLESTON * DESTIN * NASHVILLE * SAVANNAH * TAMPA

RUSSELL LANDSCAPE, LLC.

Office: (770) 446-3552 Fax: (770) 441-9061

March 20, 2024

Re: **CITY OF CLARKSTON - CSX RIGHT OF WAY**

Having carefully reviewed **CITY OF CLARKSTON - CSX RIGHT OF WAY**, we would like to present this proposal to provide maintenance in accordance to the attached contract. Your monthly and annual costs for landscape maintenance of the property are listed below.

Annual Base Maintenance:

<u>East Ponce de Leon ROW:</u>	<u>\$2,335.00 per month</u>	<u>\$28,020.00 per year</u>
<u>Church Street ROW:</u>	<u>\$3,265.00 per month</u>	<u>\$39,180.00 per year</u>

NOTE: *This proposal reflects bi-weekly maintenance of the CSX right of way, including the railroad track embankments on East Ponce DeLeon and Church Street. Each street will be serviced on alternating weeks.*

Thank you for considering Russell Landscape, LLC as part of your management team. Please feel free to contact us at: 470-760-7576 if you have any questions.

Sincerely,

*Ross Wetherald
Business Development*

RossW@RussellLandscape.com



RUSSELL LANDSCAPE, LLC CONTRACT

Office (770) 446-3552 Fax (770) 441-9061

Russell Landscape, LLC hereafter referred to as Contractor, contracts with the property owner/ representative for **CITY OF CLARKSTON - CSX RIGHT OF WAY** thereafter referred to as Property, to perform the following landscape services:

I. TURF AND BED MAINTENANCE

1. Mowing of all turf areas will be completed weekly during the peak growing season. During the remainder of the year, mowing will be completed as needed to maintain a neat and clean appearance. Any clippings as a result of mowing or trimming shall be removed from paved areas during each service visit. Turf areas are those locations, which require weekly maintenance during the growing season.
2. All turf areas not accessible by mowing equipment shall be trimmed weekly using string trimmers to coincide with mowing. (Russell Landscape not responsible for damage to improperly secured or mounted lines or wires or fencing in areas requiring weekly trimming)
3. All turf hard line edges and bed line edges, such as sidewalks and curbs shall be metal blade edged bi-weekly during the growing season and as needed thereafter. Russell Landscape cannot be responsible for shallow buried phone, cable, internet or invisible dog fence lines.
4. Bermuda and Zoysia turf grasses shall be mowed to a height of 1-3 inches as conditions dictate. Tall fescue turf grasses shall be mowed at 3-4 inches during each mowing of turf.
5. Scalp mowing shall be conducted on all warm season turf areas in early spring to remove dormant grass. Extra precaution shall be taken during the mowing season to prevent scalping of uneven high spots or berms. Particular care shall be exercised to prevent scalp damage due to sharp turning, starting and stopping on sods. Russell Landscape cannot be responsible for shallow buried phone, cable, internet or invisible dog fence lines.
6. All plant beds shall be kept defined to project a clear definition between turf and shrub bed or tree well areas.
7. ~~Turf fertilization shall be conducted four times per growing season utilizing proper formulations and rates of fertilizer specified according to soil analysis in order to maintain healthy vigorous turf.~~
8. ~~Pre-emergence herbicide applications shall be made three times per year for warm season turf to prevent turf weed infestation in turf areas. Pre-emergence herbicide applications shall be made twice per year for cool season turf to prevent turf weed infestation in turf areas.~~
9. ~~Post emergence herbicides shall be applied to all turf locations during the growing season to control most weed escapes. Control of warm season grass intrusion in cool season turf and control of poa annua, dalis grass, goose grass, nutsedge, and dove weed in all turf grasses will require additional cost to be agreed upon prior to service. Applications shall not be made during stressful environmental turf growing conditions.~~
10. ~~Insecticides can be applied as needed on turf areas to control non-beneficial insect pests. Blanket applications of insecticides for outbreaks such as Japanese beetles, Oak worms, and Army worms, etc, will require additional cost to be agreed upon prior to service.~~

Initials (Owner)

Initials (RLG)

11. ~~Disease analysis and the application of effective fungicides to suppress any harmful fungus can be made as necessary to all turf areas for an additional charge.~~
12. Blowing of all clippings and debris from sidewalks, walkways, curbs, tennis courts, recreational areas and parking lots shall be conducted during each weekly visit. All debris collected on site shall be removed and recycled into wood waste products.

II. TREE, SHRUB, AND GROUNDCOVER MAINTENANCE

1. ~~Maintenance pruning of ornamental shrubs (up to 12' in height) and ground covers and the removal of any dead branches shall be conducted at least four times per year or as required to insure a neatly shaped appearance. The frequency and configuration of pruning shall depend upon horticultural standards for all the shrub species. New growth of all shrubs will be allowed to harden off before subsequent pruning. Russell Landscape cannot be responsible for damage of cables, wires, freon lines, utility and control boxes, A/C supply or generators and similar items hidden in plant material.~~
2. ~~Pocket pruning and/or structure pruning shall be performed once a year during the dormant months to maintain plant material in an aesthetically pleasing appearance and within its boundaries for up to 1/3 of the plant material on site that requires this type of pruning. Drastic reduction of plant volume (over 25%) may incur additional pruning fees. Russell Landscape cannot be responsible for damage of cables, wires, freon lines, utility and control boxes, A/C supply or generators and similar items hidden in plant material.~~
3. ~~All pruning debris shall be removed immediately following the completion of any pruning operations. Drastic reduction of plant volume (over 25%) may incur additional debris disposal fees.~~
4. ~~Partially dead shrubs shall be pruned to remove deadwood portions.~~
5. ~~Perennials such as Daylilies and Liriope shall be cut back in the winter. The removal of any spent blooms, flower stalks and drying foliage shall be performed as needed. Russell Landscape cannot be responsible for damage of cables, wires, freon lines, utility and control boxes, A/C supply or generators and similar items hidden in plant material.~~
6. ~~Ornamental groundcovers such as English Ivy shall be pruned to maintain these plants within their boundaries.~~
7. ~~Pre-emergence herbicides will be applied to all shrub/tree beds prior to weed germination in February/March. Manual removal of any weeds over 4" in height shall be provided.~~
8. ~~Post-emergence herbicides shall be carefully utilized as spot treatments in shrub beds during the growing season for control of emerging weed growth.~~
9. ~~Granular fertilization shall be conducted in the spring on all shrub and ornamental trees to be applied at rates conducive for optimum growth (Soil analysis utilized for appropriate types and rates). During insecticide applications (see item 10) a liquid iron will be applied for additional feedings.~~
10. Metal blade edging of all shrub bed or tree well edges shall be performed once monthly.
11. ~~Application of insecticides (less than 12') shall be applied as part of our integrated pest management program to ornamental trees, shrubs, and groundcovers as needed for control of mites and emerging non-beneficial insects. Additional application costs may be necessary with severe outbreaks. Cost will be agreed upon prior to application.~~
12. ~~Disease analysis and the application of effective fungicides to control any observed fungal diseases in ornamental trees, shrubs, and groundcovers shall be applied as part of our integrated pest management program. Additional application costs may be necessary with severe outbreaks or persistent disease. Cost will be agreed upon prior to application.~~
13. All small ornamental trees (less than 12') shall be trimmed to encourage good growth habits. This shall include the removal of all water sprouts, suckers, deformed growth and dead branches. All clippings and debris shall be removed from the property during the day of pruning.

Initials (Owner)

Initials (RLG)

- ~~14. All crape myrtles will be pruned once annually to remove crossing branches, thin canopies, and create a more uniform vase shape. "Hat rack" pruning is highly discouraged due to horticultural implications and will incur additional charges if requested.~~
- ~~15. All shade trees canopies shall be pruned annually as necessary so that no branches/limbs will overhang on sidewalks and parking lot areas lower than 10 feet from the ground. Lower branching on trees shall be pruned as necessary to keep trees elevated to a uniform height. Maximum height for this pruning shall be no more than 12 feet. Branches or limbs with a caliper diameter greater 2 inches will require an additional cost to be pruned.~~
- ~~16. Broken or fallen tree branches shall be removed from the property during each weekly visit. Branches or limbs with a caliper diameter greater 2 inches will require an additional cost to be pruned.~~
- ~~17. Fallen leaves shall be removed weekly from the property during late autumn and early winter (October – December). All debris collected on site shall be removed and recycled into wood waste products or recycled on site. Naturalization of leaf litter will be utilized where appropriate.~~

III. GENERAL SITE MAINTENANCE

1. Trash and debris shall be removed from landscape areas during each service visit prior to mowing turf areas.
- ~~2. Post emergent herbicides shall be applied to parking lot areas, curbs and gutters, driveways, parkway and loading dock areas to control emerging pavement crack weeds.~~
3. All debris shall be disposed of offsite unless owner provides approved disposal area or trash receptacle. Removal of excessive trash or debris may incur additional fees.
4. In the event of any severe weather event such as a major ice, snow, or windstorm such as a hurricane or tornado, Russell Landscape shall not be responsible for any cleanup operation within the scope of the agreed maintenance contract. Clean up services shall be provided for an additional cost per request.
- ~~5. Fire ant management will be performed weekly as needed. Typically, when a mound is identified, insecticide will be applied to that mound, and the following week after it has taken affect, the mound will be removed. Blanket applications can be applied for an additional fee.~~

IV. IRRIGATION

- ~~1. Spring startup cost is included in base maintenance billing. Startup includes full system visual inspection of meter and backflow as well as each zone of the system. A detailed report will be provided itemizing necessary repairs to return system to proper functionality as well as suggestions for coverage and efficiency.~~
- ~~2. Mid-season inspection cost is included in base maintenance billing. Due to the nature of irrigation systems, issues tend to appear after regular in-season use. A second evaluation will be completed during the summer and a detailed report will be provided itemizing necessary repairs to return system to proper functionality as well as suggestions for coverage and efficiency.~~
- ~~3. Shut down cost is included in base maintenance billing. The system will be gravity drained by opening the lowest valve in the system and bleeding water from piping. Meters and backflows will be bled and turned off in proper sequence to avoid winter issues with pressurized systems. Compressed air system blow-out can be performed at an additional cost.~~

Initials (Owner)

Initials (RLG)

V. SEASONAL SERVICES

- ~~1. Application of pine straw twice annually or hardwood mulch once annually is recommended. Bed line trenching will be performed in conjunction with the spring application. Service will be billed at the time of service per below quantity and price. (Prices subject to change based upon current market value—approval from client required)~~
- ~~2. Two rotations of seasonal color are recommended. Service will be billed at the time of service per below quantity and price. (Prices subject to change based upon current market value—approval from client required)~~
3. Supplemental hand watering can be provided for a cost of \$75/hr. for site water or \$150/hr. for water truck.
4. Winter snow and ice removal can be provided for an additional cost upon request

Initials (Owner)

Initials (RLG)

VI. COMPENSATION

To perform the above stated services, Contractor shall be compensated by **CITY OF CLARKSTON - CSX RIGHT OF WAY** for labor, materials, equipment, and services rendered as itemized below. ~~Monthly billing includes chemical turf treatment and aeration and over seeding of fescue turf, if applicable, done during September/October.~~

East Ponce de Leon ROW

Monthly Base Maintenance Billing- **\$2,335.00**

Church Street ROW

Monthly Base Maintenance Billing- **\$3,265.00**

ANNUAL TOTAL - \$67,200.00

Service shall be provided bi-weekly over a 51, week period as dated below. Please note that we are closed the week from Christmas until New Year's. Monthly service costs are prorated over the course of the contract for simplicity in billing and payment.

In the event of cancellation prior to the end of a 12-month term, the table below shall be used to determine the actual dollar amount of work performed and in turn the amount owed to either the customer or contractor at termination of the contract. Due to the nature of our business the actual labor and material expenses are not commiserate with the leveled monthly billings.

Mth	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
%	5	6	7	10	10	10	10	10	10	10	8	4

For example, if the total annual contract price is \$12,000, and the contract commences on January 1st and is terminated on August 31st, the total percentage of actual annual worked performed is 68% of contract. $68\% \times \$12,000 = \$8,160$ and represents the actual amount of work performed. The actual amount paid over the 8 months of the contract was \$8,000, so in this case, the customer would owe the contractor an additional \$160.

Contractor shall cease all services on the above contracted property after sixty (60) days from date of unpaid invoice until all delinquent payments are received. Either Contractor or Property manager may terminate this contract at any time with or without cause by providing 60 days written notice by certified letter only. If pine straw, seasonal color, fescue seed, retention ponds or any extra services are added to the base maintenance price, and the work has already been performed, it must be paid in full if contract is terminated early.

Both parties agree not to solicit, offer employment to, nor use the services of any employee of the other party who is involved in performing this Agreement (otherwise than by general advertising for the duration of this Agreement) and for a period of twelve (12) Months from the date of termination of this Agreement, except as expressly provided for in this Agreement or where the other party consents thereto in writing.

~~During the execution of the work described herein, adjustments in fees may be necessary based on inflation and/or escalation in the costs of materials and labor. Russell Landscape reserves the right to adjust pricing due to fluctuation in the market rate of the job cost of the contracted work. Russell Landscape may adjust the pricing of this contract commensurately with 30 days written notice.~~

This contract shall be effective for the period beginning **May 1, 2024** ending **April 30, 2025**. This contract shall automatically be renewed on the anniversary date each year (unless either party expresses an objection by certified letter at least 60 days prior to the ending date listed above.) We hereby understand, adhere and agree to the terms and stipulations of this document and enter into this contract agreement.

Initials (Owner)

Initials (RLG)

CITY OF CLARKSTON - CSX RIGHT OF WAY

Contact Information:

Company: _____

Name: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Billing Address:

Physical Address:

Name & Capacity- Owner or Contracting Representative

Date

Name & Capacity-CONTRACTOR, RUSSELL LANDSCAPE, LLC

Date

Initials (Owner)

Initials (RLG)

EXHIBIT A

CONTRACT ADDENDUM



RE: Addendum to Contract – CSX R/W Mowing & 1 Year Extension of 2023 contract
Russell Landscaping, Inc.

Addendum Description: City of Clarkston and Russell Landscaping have agreed to a 1 year contract extension. The existing 2023 base contract; Right-of-Way Mowing and Landscape Maintenance; ended March 1, 2024. Due to increases in material and labor costs, Russell has requested a 2% increase in the contract; from the 2023 base contract amount of \$132,275 to \$134,920.50. Scope remains the same as the 2023 contract.

The City has also requested mowing of the CSX Right-of-Way. This work was not included in the 2023 contract with Russell Landscaping. The Cost to perform this work is \$67,200. Refer to Exhibit A - Location Map and Work. Work will commence May 1st, 2024 with a contract period of 12 months that includes an option for yearly (s) extensions if both parties concur. Scope of Work is outlined in Russell's proposal; Exhibit B.

Total Cost for the base contract and the CSX Mowing is shown below.

City of Clarkston Contract:

Base Contract One Year Extension:

Total Yearly - \$134,920.50 (2% increase = \$2,645.50)

CSX Mowing:

Church Street - \$3,265/month

East Ponce de Leon - \$2,335/month

Total Yearly - \$67,200

Subtotal - \$2,645.50 + \$67,200 = \$69,845.50

TOTAL RUSSELL LANDSCAPE CONTRACT AMOUNT - \$69,845.50

NOTE: (a) The City of Clarkston contract requirements from 2023 are to be adhered to for this one-year base contract extension.

(b) Refer to the attached Exhibit C depicting the areas for CXS mowing and Scope of Work

NAME AND TITLE

DATE

OWNER: CITY OF CLARKSTON, GEORGIA

NAME AND TITLE

DATE

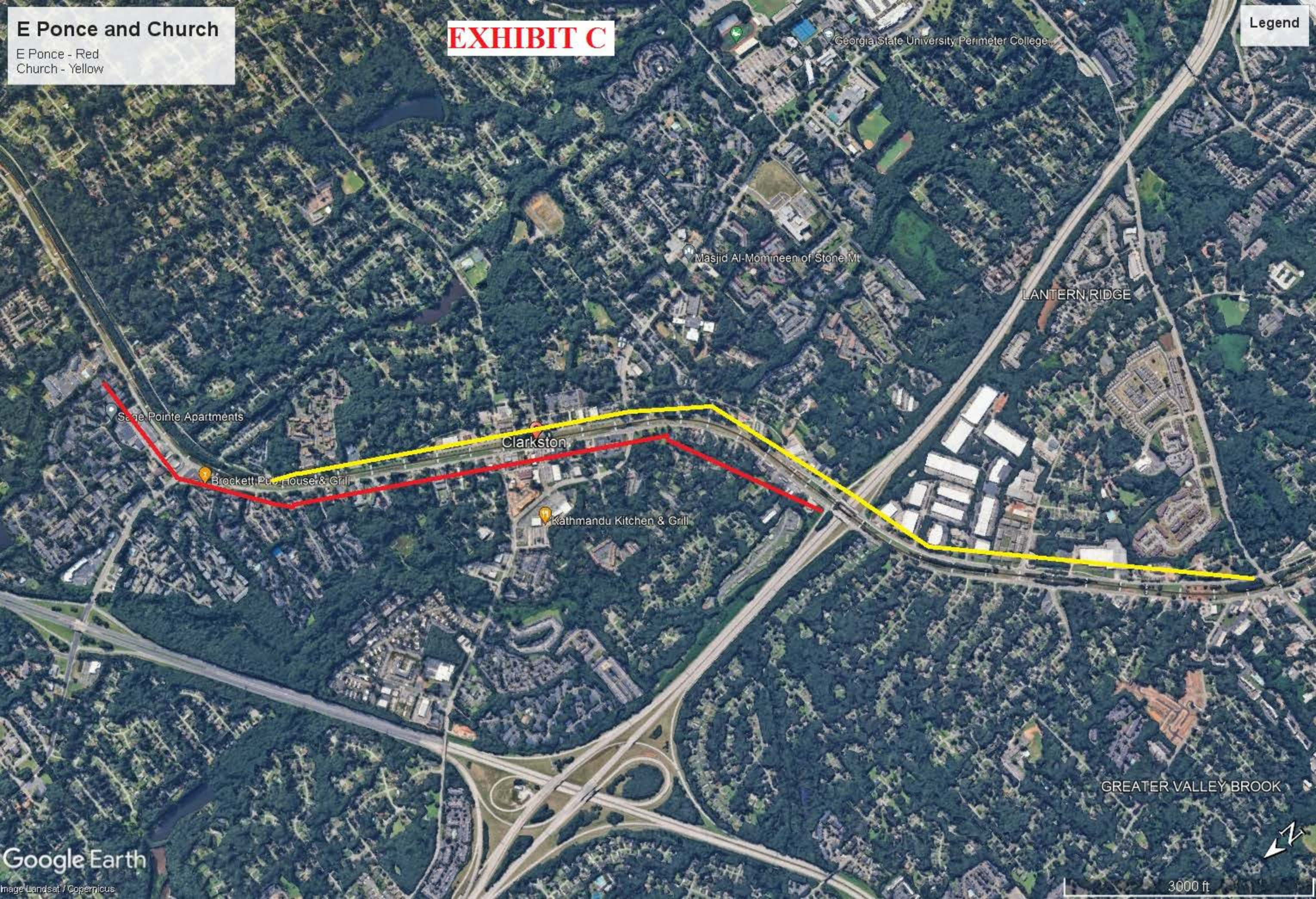
CONTRACTOR: RUSSELL LANDSCAPE

E Ponce and Church

E Ponce - Red
Church - Yellow

EXHIBIT C

Legend





LEWOOD

LINDMOOR WOODS

3000 ft

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discuss

MEETING DATE: March 26, 2024

SUBJECT: Discuss the purchase of white and yellow roadway reflectors to be installed on a section of East Ponce de Leon to improve traffic safety in the amount of \$10,000 to be funded out of SPLOST.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

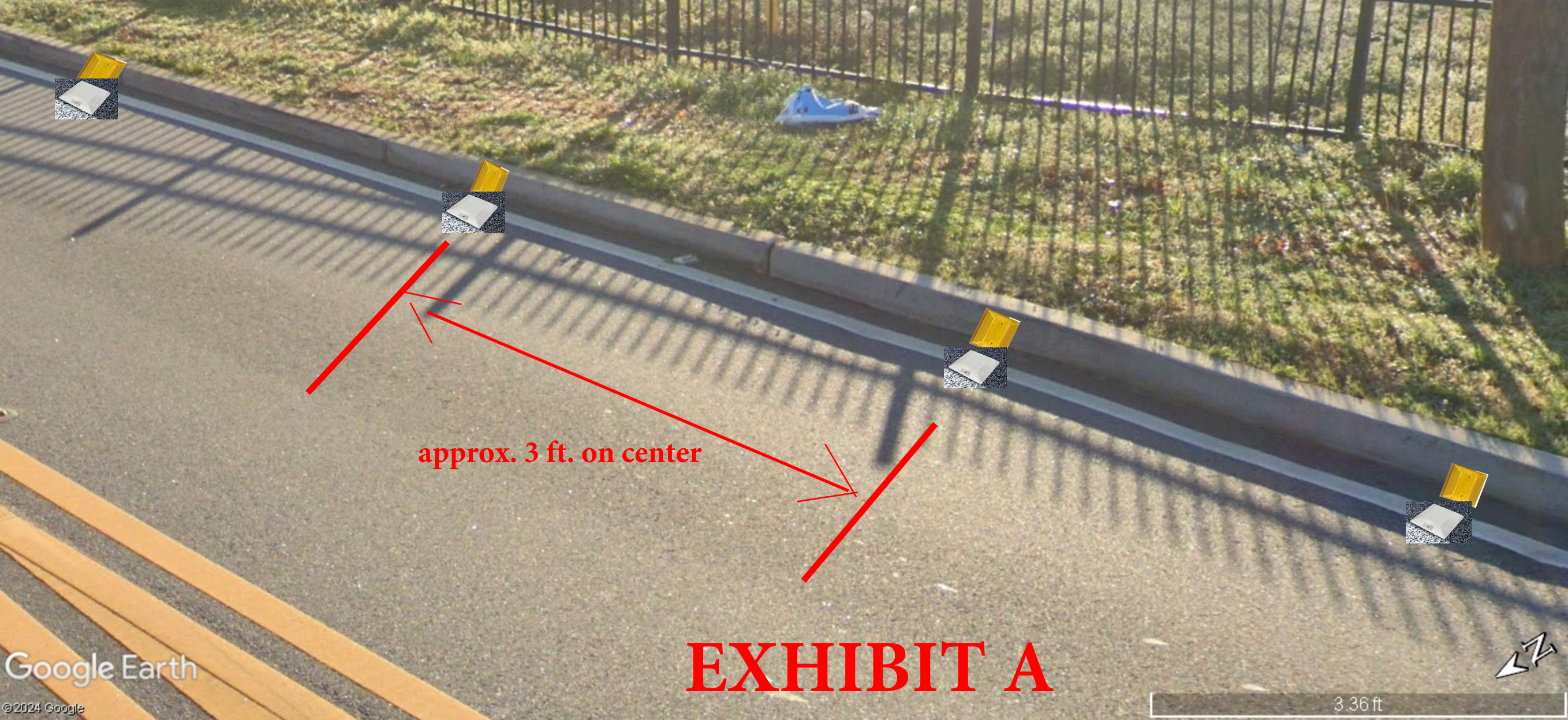
INFORMATION CONTACT: Tammi Saddler Jones,
Interim City Manager
PHONE NUMBER: 404 296 6489

PURPOSE: Discuss the purchase of white and yellow roadway reflectors to be installed on a section of East Ponce de Leon to improve traffic safety in the amount of \$10,000 to be funded out of SPLOST

BACKGROUND: The city has observed and reported on vehicles exiting the roadway eastbound on East Ponce de Leon, from Mell Ave to Jolly Ave (1300 feet), for many years. Prior to the installation of the safety fence, landscaping and concrete curb and gutter as components of the Streetscape Project, vehicles would cross over the shoulder (little or no curb existed) and down the railroad embankment and occasionally would come to rest on or near the tracks. With the streetscape project, cars exiting the roadway jump the curb and come in contact with the trees and/or the fencing. Since 2018, there has been at least 12 incidents of vehicles exiting the roadway in this section of East Ponce de Leon. The cost to the city (insurance claims) is well over \$50,000.

NEED/ IMPACT: Use of roadway pavement reflectors to reduce the potential for vehicles exiting the roadway in the eastbound direction of East Ponce de Leon from Mell Ave to Jolly Ave; resulting in fewer injuries and a reduction in the number of insurance claims. Install 430 white and 430 yellow pavement reflectors at a spacing of 3 feet on center. The yellow reflectors would be placed on the “face” of the curb and the white reflectors on the white stipe edge line on the south side of East Ponce de Leon Ave. The approximate cost to purchase 860 reflectors is approximately \$10,000. Public Works would provide the labor to install the reflectors. CIS will provide guidance on proper installation and spacing.

STAFF RECOMMENDATIONS TO COUNCIL: Staff recommends approval of the purchase of white and yellow roadway reflectors to be installed on a section of East Ponce de Leon to improve traffic safety in the amount of \$10,000 to be funded out of SPLOST.



approx. 3 ft. on center

EXHIBIT A



EXHIBIT B



CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Discuss

MEETING DATE: March 26, 2024

SUBJECT: Discussion concerning the next steps for the 40 Oaks Nature Preserve Farm House - Renovate or Demolish.

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: Presentation of 40 Oaks Nature Preserve Farmhouse Background History & Data Collection

BACKGROUND: City purchased 40 Oaks Nature Preserve from DeKalb County in 2017. County purchased Farmhouse and the 40 acres from Ms. Sutton in 1972; **Exhibit D**. County utilized Farmhouse for county Parks and Recreation for approximately 40 years. From approximately 2012 to 2017 the house was occupied by Global Growers and various other entities. From 2017 to 2022, the house was occupied by several homeless individuals at which time to city boarded up the windows and placed tarp over the porch to slow the advanced state of deterioration of the structure.

From 2017 to 2018 the City spent approximately \$100,000 to clear the forest of invasive plant species, reconstruct the circle driveway in front of the 40 oaks Farmhouse, added stone to Farmhouse access driveway and reconstruction of the stone/dirt Market Street driveway entrance with reconstituted granite, which included an entrance gate with stone columns.

In 2019, City Manager Gomez asked Collaborative Infrastructure Services (CIS) to prepare cost estimates for two options; “Renovate” or “Demolish/Reconstruct” the 40 Oaks Farmhouse. CIS prepared a cost estimate memo dated August 2020 for City Manager Gomez with a follow-up revised memo in September 2020; **Exhibit A**

In January 2021, City Manager directed CIS to prepare a “limited” scope of work for purposes of obtaining the cost for environmental testing at 40 Oaks Farmhouse. This “limited” scope included random collection of samples and subsequent lab testing for asbestos and lead-based paint. Sampling occurred on the interior and exterior of the house. Work was completed in May 2021; **Exhibit B**

In 2021, City Manager Qawi directed CIS to prepare a RFQ and a RFP for architectural design services for 40 Oaks Farmhouse Renovation. Six firms submitted proposals. The Sizemore group was selected and a contract was prepared for design services. No design work occurred. City Council chose to move forward with a “Report of Existing Conditions”. Work was completed by Sizemore Group May 2022; **Exhibit C**.

The 40 Oaks Farmhouse is one of 6 homes in Clarkston described by the DeKalb County Historical Society as “Historic”. The Farmhouse is not on the National Register of Historic Places (NHRP). From 2019 to 2021, CIS researched the history of the 40 Oaks Farmhouse for future use by city council. Refer to the attached set of documents; **Exhibit E**.

NEED/ IMPACT:

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends demolition.

EXHIBIT A



COLLABORATIVE INFRASTRUCTURE SERVICES,
INC. Michael W. Nier
620 Peachtree Street
Suite 505
Atlanta, GA 30308
nier@co-infra-services.com

August 12th, 2018
(Revised September 19, 2020)

City of Clarkston
Property Address:
40 Oaks
Clarkston Georgia

To whom it may concern:

Please find enclosed an evaluation and an estimate of the subject property in an effort to establish the cost of rebuilding or repairing the structure located at the above address. This report has been updated to reflect estimated costs as of September 19, 2020.

The structure is approximately 2,200 square foot and built as a single family home in 1901 with a crawl space foundation.

The calculated replacement cost was compiled using figures provided in the National Building Cost Manual published by Craftsman Book Company. This system estimated the cost to replace this home would be \$285,000.00. The cost to demolish the building would be approximately \$35,000.00 plus the cost of the asbestos abatement required before demolition. Abatement costs would be an additional \$30,000. See **Rebuild Cost Option** below.

REPAIR COSTS ESTIMATION:

- New HVAC, elect. and lighting; include bathroom upgrades and attic spray foam insulation; \$50,000
- Complete replacement of the roof, repair of sheathing and framing on the back. Estimated cost would be \$25,000 due to the structural repairs needed.
- Replacement of the front covered porch including structural frame, support columns, roof and siding and trim. Estimate removal and replacement approximately \$35,000.
- Various repairs to the soffit, fascia and trim approximately \$25,000
- Painting the exterior of the building \$15,000
- Repairs to the kitchen (significant water damage) including ceiling, framing, floor and cabinets and laminate countertop. Approximately \$25,000
- Interior mold remediation, encapsulate asbestos siding, lead paint removal on interior window sills; approx. cost \$70,000

In summary, we would expect the repair costs to be on the order of **\$255,000**. This would repair most of the deficiencies observed at the building. The repair scope of work would not upgrade any part of the structure. Install new septic system; \$10,000. Costs for improvements to the building grounds not included.

REBUILD COST OPTION

Abatement before Demolition - \$30,000

Demolition - \$35,000

Rebuild Cost: \$285,000 (\$130/SF)

Estimated Total: \$350,000

The estimated cost expenditures to repair are approximately 73% of the estimated cost to rebuild.

Collaborative Infrastructure stands ready to assist the City in developing the scope and overseeing the construction tasks with the either the repair or the rebuild option.

Best regards,

A handwritten signature in blue ink, appearing to read "Michael W. Nier", with a stylized flourish at the end.

Michael W. Nier CBO, MCP
Master Code Professional
nier@co-infra-services.com

Cc: Lawrence K. Kaiser, P.E.



UNITED
CONSULTING

REPORT

**For City of Clarkston
c/o Collaborative
Infrastructure Services,
Inc.**

Limited Lead Based
Paint Assessment
40 Oaks Nature Preserve House
3803 Market Street
Clarkston, Georgia



May 26, 2021

Mr. Robin Gomez
City of Clarkston
1055 Rowland Street
City Hall Annex
Clarkston, Georgia 30021

c/o Mr. Larry Kaiser
Collaborative Infrastructure Services, Inc.

Via Email: kaiser@co-infra-services.com

RE: Report of Lead Based Paint Assessment
40 Oaks Nature Preserve House
3803 Market Street
Clarkston, Georgia
Project No. CIOCL-21-GA-05308-01

Dear Mr. Gomez:

United Consulting has completed the Limited Lead-Based Paint Sampling at the above referenced site, hereinafter referred to as the Project Site. The testing activities were performed in substantial conformance with industry standards. We appreciate the opportunity to assist you with this project and look forward to assisting you with future projects. Please contact us if you have any questions or if we can be of further assistance.

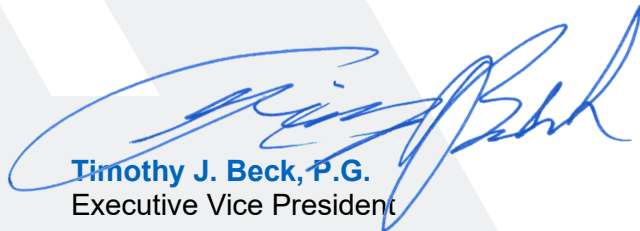
Sincerely,

UNITED CONSULTING



Christopher E. Lee, ASP
Environmental Specialist

CEL/TJB/gh



Timothy J. Beck, P.G.
Executive Vice President

INTRODUCTION

United Consulting was retained by **Collaborative Infrastructure Services, Inc.** to perform sampling for Lead Based Paint (LBP). The purpose of this survey was to collect and test representative paint films for lead from painted surfaces that may be present at the Project Site. Photographs of the Project Site structure is included in Appendix B.

The lead-based paint survey activities were performed by United Consulting representative, Mr. Chris Lee. Mr. Lee is a licensed lead based paint inspector with the State of Georgia, Certification Number 60 INSO 0321 10158. His certifications and that of the laboratory used for this investigation are reproduced in Appendix C.

SCOPE

The scope of this assessment was outlined in United Consulting's proposal dated April 21, 2021. In performing this assessment, United Consulting conducted the following activities:

1. Utilized a Viken portable X-Ray Fluorescence (XRF) device to assess lead concentrations in representative paint films from the Project Site.
2. Prepared this report of the sampling activities and findings.

DESCRIPTION OF FACILITIES

The Project Site was developed with a two-story, vacant residential home, constructed in the early 1900s. Portions of the structure were added in the 1940s and 1950s, respectively. The central portion of the structure consisted of a wood-framed structure, clad with wood siding, and roofed with asphalt shingles not original to the structure. Interior finishes in this portion consisted of wood flooring and trim, and plaster and lath walls. The 1940s addition to the structure was framed in wood, and clad with asbestos cement siding. Interior areas of the 1940s and 1950s additions were finished with vinyl composite tile and drywall.

It is our understanding that the client intends to renovate or demolish the building.

INACCESSIBLE AREAS/LIMITING CONDITIONS

The Project Site was not occupied during the sampling event. Sampling locations were limited to areas deemed safe and accessible. Due to structural deficiencies and damage, roof areas were not accessed during the course of this assessment.

II. LEAD BASED PAINT SURVEY

The purpose of the Lead-Based Paint Testing was to visually identify suspect lead-based paint films at the Project Site, and to test the paint films for detectable concentrations of lead. Measurements of lead in painted surfaces identified on the Project Site structure were analyzed utilizing a Viken portable X-Ray Fluorescence (XRF) device. The XRF is capable of detecting lead in both surface and underlying layers of paint. Utilization of the XRF eliminates destructive paint chip sampling. United Consulting performed the survey in substantial conformance to industry standards.

LEAD BASED PAINT PROCEDURES

Sampling Procedures

United Consulting utilized the XRF to assess representative paint films identified throughout the Project Site building. Random locations and substrates (painted surfaces) were analyzed. The device was checked using a supplied standard on multiple occasions throughout testing. The certification of the individual conducting this lead-based paint survey can be found in Appendix C.

The test face of the XRF is placed against the material of concern and triggered. The triggering releases a very short exposure of radiation and the response to the exposure is measured. This allows the concentration of lead within the top 1/4-inch of the material to be measured. The XRF has automatic data logging capability. Locations were recorded separately during the survey. Subsequently, the data was down-loaded and printed for correlation to the sample locations.

LEAD BASED PAINT TESTING RESULTS

United Consulting analyzed representative paint films from the Project Site structure. Table 2 displays the results collected from the XRF. XRF results are compared to the current HUD action level of 1.0 mg/cm². Readings which state standard and calibration were shots taken for quality assurance purposes and were not tests of paint films. A total of 36 readings were collected from painted surfaces at the Project Site. An additional 6 quality assurance (standard and calibration) readings were collected. The results of the samples are discussed below.

LEAD-BASED PAINT ASSESSMENT

United Consulting utilized an XRF to assess the Project Site structure for lead based paints. Readings included calibration readings, readings from interior walls, columns, railings, doors, door frames, exterior doors, exterior windows, trims and downspouts. There were 14 readings with detectable concentrations of lead using the XRF.

The majority of the readings with regulated concentrations of lead were associated with exterior painted surfaces, including blue siding, white porch trim work, window frames, and doors. Portions of the “interior” of the project site structure that were former exterior walls prior to the addition were also found to contain regulated concentrations of lead within the painted surfaces. In general, interior paints with the exception of limited window and door trim work, were found to not contain regulated concentrations of lead. This data is shown in Appendix A.

United Consulting has identified 14 painted surfaces containing lead above the HUD action level. Occupational Safety and Health Administration (OSHA) regulations require that workers be protected from exposure to lead via proper engineering controls and appropriate levels of personal protective equipment as per Title 29 of the Code of Federal Regulations, part 1926.62 (29 CFR 1926.62).

Solid waste which leaches hazardous concentrations of lead greater than 5.0 parts per million (ppm) by TCLP, must be properly disposed of in an appropriately permitted hazardous waste landfill. Samples should be obtained and submitted for TCLP analysis for any confirmed lead based painted material which is to be brought to a landfill for disposal. The building owner or renovation contractor must forward a proper Ten Day Notification to the Georgia Department of Natural Resources, Environmental Protection Division (EPD) prior to the start of any building renovation/demolition activities.

LIMITATIONS

The conclusions presented in this Limited Lead-Based Paint Testing report are based on the laboratory results and condition of the materials identified. Lead concentrations will vary between sample locations. Our assessment of the materials at the Project Site is a professional opinion arrived at through the method and procedures accepted by and standard to the industry. No other warranty or guarantee is expressed or implied.

Lead paint concentrations should be expected to vary between locations. ***Preparation of abatement design bid documents or scopes of work for abatement may require additional sampling for definition of the extent of the material.*** United Consulting shall not be held responsible for errors, miscalculations, assumptions, misinterpretations or other problems or liabilities arising from, or associated with, firms or individuals bidding on asbestos abatement work that rely solely, or in part, on this document.

This report has been prepared on behalf of the client. Should any other person, partnership, or corporation desire to rely upon this report, it will be necessary for United Consulting to update the report for the new user.

APPENDICES

- Appendix A Tables
- Appendix B Photographic Documentation
- Appendix C Certifications

UNITED CONSULTING

APPENDIX A

Tables

TABLE 1 - SUMMARY OF LEAD ASSAY RESULTS

Lead Assay ID	Room	Floor	Location	Paint Color	Paint Condition	Paint Substrate	Assay Result	Notes
128	N/A	N/A	N/A	N/A	N/A	N/A	Calibration	
130	N/A	N/A	N/A	N/A	N/A	N/A	Calibration	
131	N/A	N/A	N/A	N/A	N/A	N/A	Calibration	
132	Exterior	-	Wall	Blue	Fair	Wood	Positive	Siding
133	Exterior	-	Trim	White	Fair	Wood	Positive	
134	Exterior	-	Other	White	Good	Plastic	Negative	Plastic shutter
135	Exterior	-	Railing	White	Fair	Wood	Negative	Column
136	Exterior	-	Railing	White	Fair	Wood	Negative	
137	Exterior	-	Wall	Blue	Fair	Wood	Positive	
138	Exterior	-	Wall	Blue	Fair	Wood	Negative	Addition
139	Exterior	-	Wall	Blue	Fair	Wood	Negative	Addition
140	Exterior	-	Trim	White	Fair	Wood	Positive	Addition
141	Exterior	-	Window	White	Fair	Wood	Positive	Addition
142	Exterior	-	Wall	Blue	Good	Fiber Cement	Negative	Addition 2
143	Exterior	-	Trim	White	Good	Wood	Negative	Addition 2 window frame
144	Exterior	-	Window	White	Fair	Wood	Negative	Addition
145	Exterior	-	Wall	Blue	Good	Wood	Negative	T-111 siding
146	Exterior	-	Railing	White	Poor	Wood	Negative	Addition 2 porch
147	Exterior	-	Door	Blue	Fair	Metal	Negative	Addition 2 porch
148	Exterior	-	Wall	Blue	Good	Wood	Negative	T-111
149	Exterior	-	Wall	Blue	Good	Wood	Negative	Shed
150	Exterior	-	Wall	Blue	Good	Wood	Negative	Shed
151	Foyer	1	Other	White	Good	Metal	Negative	Bench hinge
152	Foyer	1	Trim	White	Good	Wood	Negative	
153	Foyer	1	Wall	White	Good	Drywall	Negative	
154	Foyer	1	Door	White	Good	Wood	Negative	Door trim
155	Foyer	1	Door	White	Good	Wood	Negative	
156	Foyer	1	Trim	White	Good	Wood	Negative	Newel post
157	Foyer	1	Other	brown	Fair	Wood	Negative	Stair tread
158	Foyer	1	Other	brown	Good	Wood	Negative	Stair landing
159	Foyer	1	Other	White	Good	Drywall	Negative	Ceiling
160	Foyer	1	Railing	White	Good	Wood	Negative	
161	Foyer	1	Wall	White	Good	Drywall	Negative	
162	West sitting room	1	Trim	brown	Good	Wood	Negative	
163	West sitting room	1	Window	White	Good	Wood	Positive	
164	West sitting room	1	Wall	White	Good	Drywall	Negative	
165	West sitting room	1	Wall	White	Good	Masonry	Negative	
166	West sitting room	1	Window	brown	Fair	Wood	Negative	Window sill
167	West sitting room	1	Window	White	Fair	Wood	Positive	Frame
168	West rear office	1	Door	White	Good	Wood	Negative	Trim
169	West rear office	1	Door	White	Good	Wood	Inconclusive	Stop
170	West rear office	1	Door	White	Good	Wood	Negative	Stop
171	West rear office	1	Wall	White	Good	Drywall	Negative	
172	West rear office	1	Trim	White	Good	Wood	Negative	Fireplace mantle
173	Kitchen	1	Wall	White	Good	Drywall	Negative	
174	Kitchen	1	Door	White	Good	Wood	Positive	
175	Kitchen	1	Door	White	Fair	Wood	Positive	Frame
176	Kitchen	1	Window	White	Good	Wood	Negative	Frame
177	Addition 1	1	Wall	White	Good	Drywall	Negative	
178	Addition 1	1	Window	White	Good	Wood	Positive	Frame
179	Addition 1	1	Window	White	Good	Wood	Positive	Sill
180	Addition 1	1	Door	White	Good	Wood	Positive	
181	East sitting room	1	Door	White	Good	Wood	Negative	Stair closet
182	East sitting room	1	Wall	White	Good	Drywall	Negative	
183	East sitting room	1	Window	White	Good	Wood	Negative	Frame
184	East sitting room	1	Wall	White	Good	Drywall	Negative	
185	Bedroom 1	2	Wall	White	Good	Drywall	Negative	
186	Bedroom 1	2	Window	White	Fair	Wood	Positive	Frame
187	Bedroom 1	2	Trim	White	Good	Wood	Negative	
188	Bedroom 2	2	Door	White	Good	Wood	Positive	
189	Bedroom 2	2	Wall	White	Good	Drywall	Negative	
190	Bedroom 2	2	Door	White	Good	Wood	Negative	Closet
191	Bedroom 2	2	Door	Pink	Fair	Wood	Negative	Threshold
192	Bedroom 3	2	Wall	White	Good	Drywall	Negative	
193	Bedroom 3	2	Window	White	Good	Wood	Positive	Frame
194	Bedroom 3	2	Door	White	Good	Wood	Positive	

APPENDIX B

Photographic Documentation

APPENDIX C

Certifications

Lead-Based Paint and Asbestos Program
Certification, Accreditation & Licensing Unit

Certification To Conduct Georgia Regulated Lead-Based Paint Activities

Discipline Certification Type Inspector

Certification Number 60 INSO 0321 10158

Issued To Christopher Lee

Gender	Height		Weight	Date of Birth
Male	6	2	250	08/19/1991

Company

United Consulting

Address

625 Holcomb Bridge Road

City	State	Zip	Phone
Norcross	GA	30071	770-209-0029

Certification Issue Date	Certification Expiration Date	Last Date Of Training
3/25/2021	8/22/2021	8/22/2019

This certificate confers all authorities granted by Georgia EPD Rules 391-3-24 and allows the above named individual to serve as a(n)

Inspector

This certificate must be in your possession while conducting activities regulated by Georgia Rules 391-3-24. This certification is only valid for the performance of Georgia regulated lead-based paint activities and when employed by a Georgia Certified Lead-Based Paint Firm. A renewal application must be submitted at least thirty (30) days prior to the expiration date shown, and a refresher training course must be taken before the last date of training.

Issue Date	Expiration Date
3/25/2021	8/22/2021
Georgia Lead Inspector License Number	

60 INSO 0321 10158



Jennifer Vogel, Program Manager
Lead-Based Paint and Asbestos Program
(404) 363-7026
Issued By: Gianna Wilson

EXHIBIT C



SITE REPORT

Architect's Building Condition Assessment

Project Name: Clarkston - 40 Oaks
Project No: 22140CKFONP
Meeting Place: 40 Oaks Nature Preserve
3790 Market Street,
Clarkston, Ga 30021

Site Visit Date: 04/27/2022 (3:00pm)
Report Drafted: 05/19/2022
Report by: Andrew Telker, RA
General Contractor: N/A
Temperature: ° 77 f , 56% Humidity

Present at Site:

Dean Moore
Deanmoore64@gmail.com
404-290-1492
City of Clarkston
City Historical Resource Commission

Laura Hopkins
Clarkston City Council Member

Awet Eyasu
Clarkston City Council Member / Vice Mayor
aeyasu@cityofclarkston.com

Lawrence K. Kaiser, P.E.
President
Collaborative Infrastructure Services, Inc
404-909-5619
kaiser@co-infra-services.com

Andrew Telker, RA
Project Architect at Sizemore Group
404-328-2039
andrewt@sizemoregroup.com

3790 Market Street PROJECT OVERVIEW:

The structure, located at 3790 Market Street (formerly McClendon Ave), is a two-story stick-built residential home built in the 1901 by Mr. & Mrs. Sutton. The farm house is on 10.88 acres of forested land currently known as the Forty Oaks Nature Preserve. DeKalb County purchased the property and structure from Hazel Sutton in 1972. The structure was repurposed by the County as a recreation department field office and subsequently utilized by Global Growers, a non-profit agency. The land and structure was quit-claimed to the City of Clarkston in May of 2018. The structure has been unoccupied since May 2018.

The structure's approximate exterior dimensions are as follows:

- **Building Footprint:** 48 ft. x 34 ft.
- **Front Porch:** 10 ft. x 44 ft.-6 inches
- **Side Porch:** 4 ft-7 inches x 6 ft.-10 inches

TABLE OF CONTENTS:

I. BUILDING CONDITON ASSESSMENT SUMMARY

II. SITE LOCATION AND AREIL IMAGES

A. Location Map, Site in regard to City of Clarkston, Georgia

B. Ariel Images of heavily wooded Site.

C. Ariel Image of 3790 Market Street

III. EXTERIOR CONDITIONS & PHOTOS

A. Floor Plan Sketch showing basic dimensions and layout.

B. Colored Diagram, (Roof Plan), showing Estimate Age of each addition.

C. Photos showing the condition of the exterior.

D. Photo of house in the early 1900s (newspaper clipping).

E. Photo showing the condition of the house in July 6, 2021, borrowed from the RFQ

A. Floor Plan Sketch showing basic dimensions and layout.

B. Photos showing the condition of the interior.

END OF REPORT

I . BUILDING CONDITION ASSESSMENT SUMMARY:

The Following pages, Sizemore Group provides a building condition assessment. Assessment of the historic integrity or a list contributing historic elements are not included in the report.

Architect visited the Site on April 27, 2022, and met with several the Clarkston City Counsel Members to do a Building Condition Assessment. The house was built in 1901, and many additions were added throughout the years. The main structure of the original house is in the best condition, and was done with a higher craftsmanship, and level of detail than the rest of the house. Future additions were done at a lesser standard of craftsmanship / quality, and are in a lesser condition than the main structure.

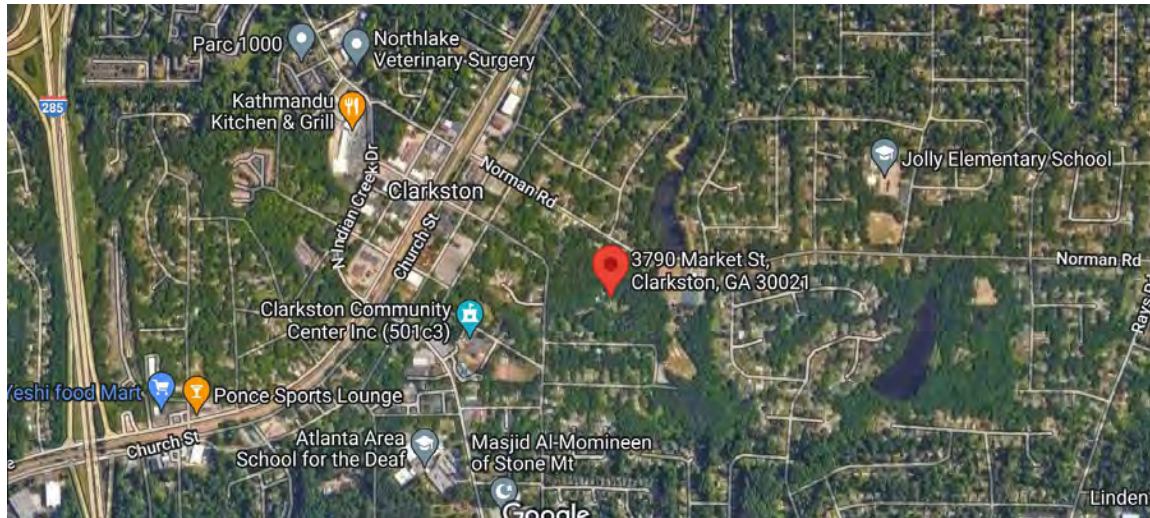
Exterior: The exterior has noticeable damage, and the front and rear porch are collapsing from tree damage and/or leaking roofs that have not been maintained. Front / Rear porch may be beyond repair. The asphalt shingle roofs on the main structure, are still in tact, (preventing major water damage), but are evidently quite worn. Most of the original exterior wood lap siding is no longer in a condition to prevent water infiltration, and shows considerable wear. The original wooden windows were in fair condition, and may be able to be reglazed or repaired (At Main Structure only). It appears that the Roof (shingles), Siding, and Porches are in quite poor condition, and should be examined, as they no longer function to protect the thermal envelope. There was no deficiencies observed in structural system at the Main Structure (wood stick framing method, floor joist, framed exterior walls, and roof rafters), but additional examination of the entire project by a Structural Engineer is suggested. The house exterior (thermal envelope), wood lap siding, windows, and roofing is worn and not performing as needed to protect the interior.

Interior: The house has been unoccupied since 2018, and there was extensive mold visually observed on the interior walls, ceiling, and floor. The windows were boarded up, which helps prevent intruders from entering the premise, and it also prevents large amount of water from coming inside the structure. However, it was difficult to get interior photos, and additional mold testing may need to be performed in order to determine the extent of mold remediation needed on the interior. The wood floors are solid, in good condition, and may be able to be re-sanded or refinished. There is differential settlement with the rear corner of the first addition. Interior is not ADA compliant.

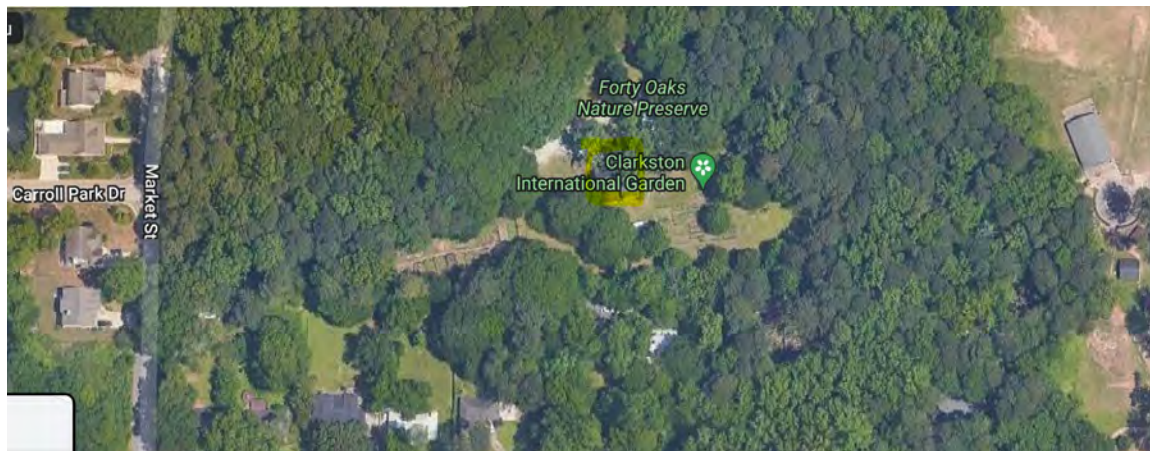
The Main Structure (Built in 1901) is in the best overall condition, with windows that may be able to be refurbished. The following REPORT is an observation of the Architect at Sizemore Group. It is recommended to have a Structural Engineer review the foundations before proceeding with a renovation or restoration. Further, it is suggested to have a Mechanical, Electrical , Plumbing Engineer to review the HVAC, Electrical, and Plumbing systems to make a determination of their condition. Recommendation of asbestos testing (a full Environmental Site Assessment) would help determine material identification.

In all measures, the house has tremendous character, and would be a treasure to preserve as an example of Farmhouse Style Architecture in the south at the turn of the century.

II . SITE LOCATION AND ARIEL IMAGES:



Ariel of City of Clarkston (Site shown as Red Arrow)



Ariel of 10.88 acres Site, of a heavily wooded lot (former poultry farm).



Ariel of House built in 1901 on the Site.



II . EXTERIOR CONDITIONS AND PHOTOS:

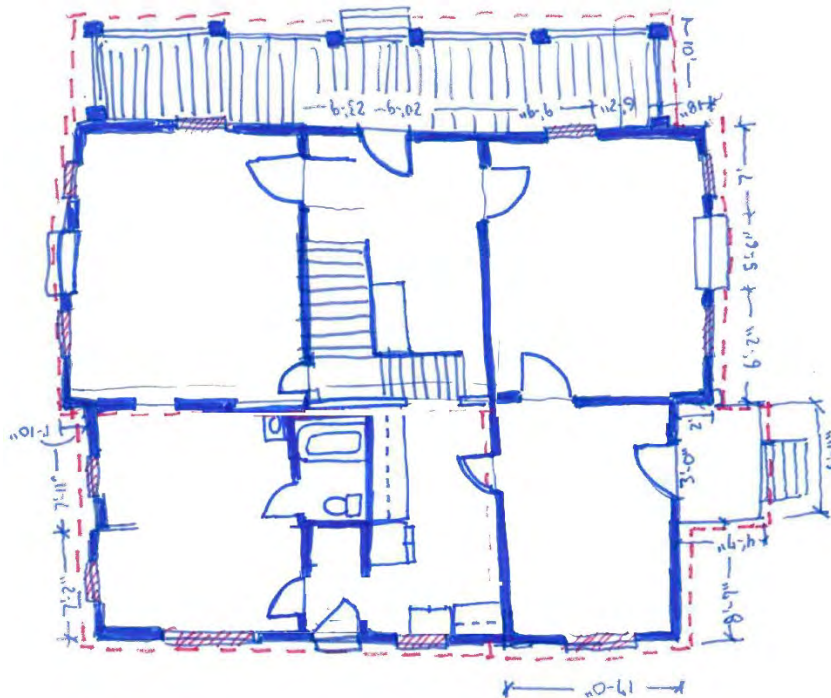


DIAGRAM 1: FIRST FLOOR PLAN

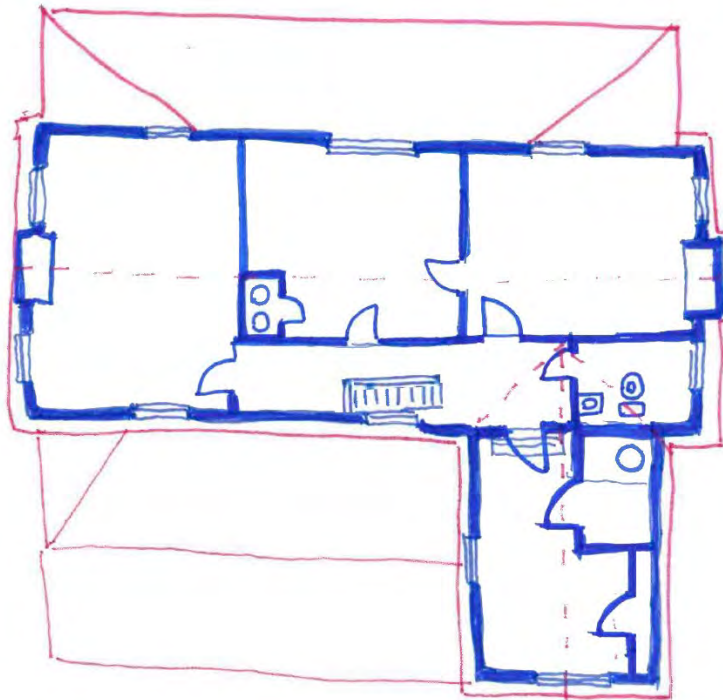


DIAGRAM 2: SECOND FLOOR PLAN

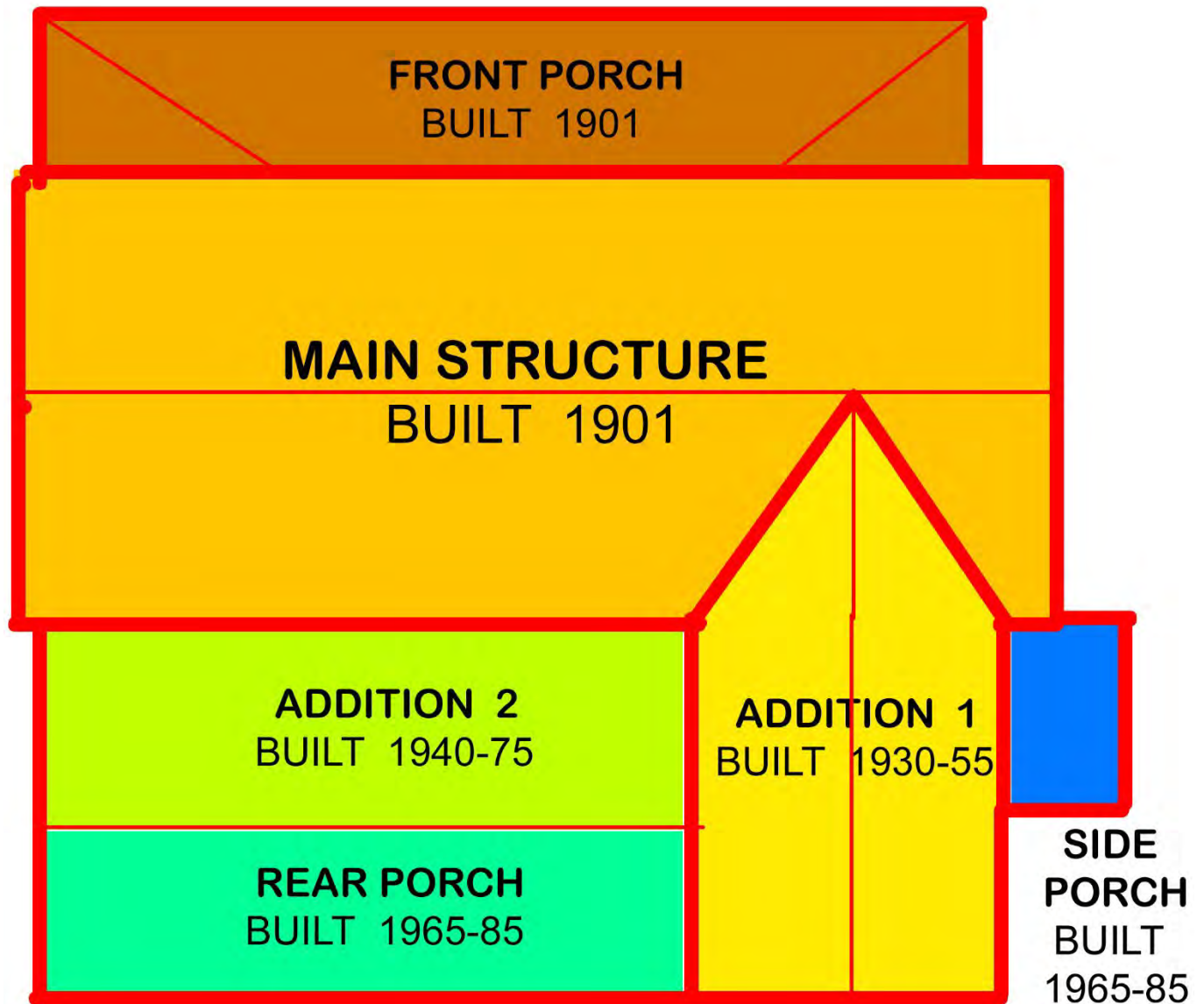


DIAGRAM 3: FLOOR PLAN – ESTIMATED AGE / HISTORY*

*** Architect is making an estimation of the age of the Main Structure and Additions based on common observations, and prevalent materials used at different times in history. Please consult an Architectural Historian, for an indepth study of historical estimation of age, and historical implications of each time period.**



PHOTO 1: (View of North Façade, Front) - View of Building Main Structure, built in 1901.

- Farmhouse Style House, built in 1901 –shows considerable wear on the exterior.
- Window are boarded up, but in a condition to be refurbished.
- Lap Siding in poor condition. Painted, but badly weathered.
- Front Porch roof is in very poor condition, and collapsing, and unsafe.
- Front Porch columns, are observed to be in fair condition.
- Front porch decking, observed to be in fair condition.
- Asphalt Shingle Roofing, on main structure is worn and no longer protecting the thermal envelope.
- Roof structure, on main building, observed to be in fair condition.



PHOTO 2: (View of North West Front Porch) - Porch in very poor condition.

- Porch on pier foundation. Unsafe, & advise extreme caution if entering.
- Railing and Balusters observed to be in fair condition, Likely are not original, and probably date to 1975-1990, or later.
- Wood window shutters, flank very large windows on first floor.



PHOTO 3 & 4: (View of North West Front Porch) - Porch in very poor condition.

- Porch decking is weathered, rotted and condition observed varies greatly.



PHOTO 5: (View of North West Front Porch) - Porch in very poor condition.

- Holes in porch soffit, noticeable water damage. Porch observes to Unsafe, and recommend caution if entering building.



PHOTO 6, 7, & 8: (View of North West Front Porch) - Porch in very poor condition.

- Lap Siding damaged, porch decking worn, not performing as required to preserve the thermal envelope.



PHOTO 9: (View of North East Front Porch) - Porch is collapsing.



PHOTO 10 & 11: (View of North East Front Porch) / (North East Façade)

- Porch is collapsing, and could be Demolished, due to safety concerns.
- Main Structure (Built 1901), is observed to in the best condition of entire project.
- Original Pier Foundation, at front corner, shown as stacked stones.



DIAGRAM 4: EAST FACADE – ESTIMATED AGE / HISTORY



PHOTO 12: (View of East Facade):

- Exterior Lap Siding in poor condition.
- Gable end vents for attic ventilation.
- Side Porch added later and in poor condition, stairs to Side Porch are unsafe and recommend caution in this area.



PHOTO 13: (View of East Facade):

- Windows boarded up, and client may consider to salvage or refurbish.
- No venting observed in soffit of main structure. Venting is needed in soffit for proper ventilation of attic area. (Ridge vent, and attic venting systems suggested to be examined, not in scope of this review).



PHOTO 14 & 15: (View of East Façade – close up on lap Siding):

- Exterior Lap siding completely deteriorated on main structure East façade.
- Exterior Lap Siding on chimney, observed to be in fair condition.



PHOTO 16: (View of East Façade Foundation – close up on brick infill & venting):

- Exterior Lap siding completely deteriorated on main structure East façade.
- Exterior Lap Siding on chimney, observed to be in fair condition..



PHOTO 17: (View of East Façade Foundation – close up on T1-11 siding:

- Exterior siding at CMU Block foundation, and Brick Piers.



PHOTO 18 & 19: (View of East Façade, at porch and porch foundation):

- Exterior Side Porch, observed to be in poor condition.
- CMU Block foundation observed at Side Porch, dating it between 1965-85.
- T1-11 Wood exterior siding observed on Side porch, is observed in fair condition.



PHOTO 20 & 21: (View of East Façade, at porch and porch foundation):

- Exterior Side Porch stairs are deemed unsafe. This could be rebuilt to preserve character.



DIAGRAM 5: REAR FACADE – ESTIMATED AGE / HISTORY



PHOTO 22: (View of Rear Facade):

- Exterior tile siding on Addition 1, likely built approx 1930-1955, and may contain Asbestos.
- Asbestos testing recommended.
- Siding observed in poor condition.
- Gable end vents for attic ventilation.
- Rear Porch added later and in poor condition, collapsing and unsafe.



PHOTO 23: (View of Rear Façade, Addition 1): Possible Asbestos tile siding observed.



PHOTO 24: (View of Rear Façade, Addition 1): Possible Asbestos tile siding.
- Windows boarded up, in fair condition.
- Addition 1, in lesser quality craftsmanship than main structure.



PHOTO 25: (View of Rear Façade, Addition 1): Brick Foundation..
- Foundation, no issues observed on exterior, floor uneven on inside rear.



PHOTO 26: (View of Rear Façade): Rear Porch observed in poor condition, deemed unsafe.



PHOTO 27: (View of Rear Façade, Rear Porch): Drainage system to be examined.



PHOTO 28: (View of Rear Facade):

- Exterior tile siding on Addition 1, built approx 1930-1955. (possibly containing asbestos),
- Asbestos testing / abatement recommended.
- Exterior Lap Wood Siding in poor condition, on Main Structure / Rear Porch.
- Gable end vents for attic ventilation.
- Rear Porch added later and in poor condition, and deemed unsafe – Rear porch on pier foundation.
- All windows boarded up, and difficult to observe condition. Windows, and general craftsmanship on Addition 1, and Rear porch is of lesser quality, than Main Structure.



PHOTO 29: (View of Rear Facade): Main Structure transition to Addition 1,

- Exterior tile siding on Addition 1. Wood soffit damaged.
- Exterior Lap Wood Siding in poor condition, on Main Structure.
- Roof asphalt shingles, and roof structure on Rear Porch in bad condition, rear porch is deemed unsafe.
- Flashing incorrect at Roof to Siding transition. / Gutters not attached.



PHOTO 30: (View of Rear Corner Façade at Rear Porch): Southwest Corner.

- Heavily wooded lot, trees reaching over roof in several locations.
- Roof tarp on Rear Porch, Rear porch is partially collapsed.
- Rear porch is comprised of two different additions, with different roof framing and pitch.
- All windows boarded up.



PHOTO 31, 32, & 33: (View of Rear Façade, at South West corner):

Brick Foundation, no issues observed on exterior foundation, but floor is uneven on inside rear.

Rear Porch connects to Main structure.





PHOTO 34, & 35: (View of Rear Façade, at South West corner):

- Brick Foundation, no issues observed, floor uneven on inside rear.
- Rear Porch connects to Addition 2, lap siding in poor condition.
- Addition 2, was likely the original porch or kitchen, and enclosed at some point.

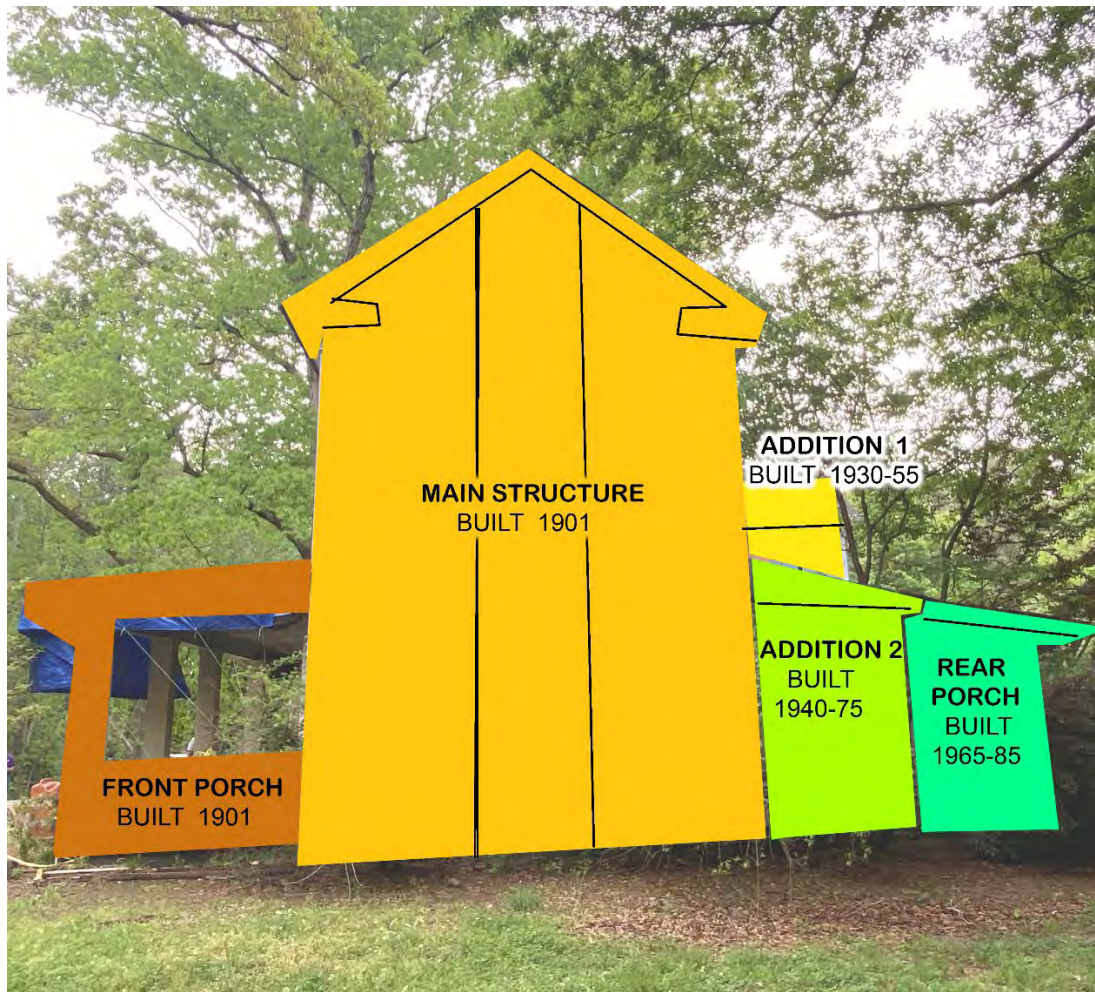


DIAGRAM 6: EAST FACADE – ESTIMATED AGE / HISTORY



PHOTO 36: (View of West Facade):

- Main Structure, Exterior Siding in poor condition.
- Gable end vents for attic ventilation.
- Rear Porch added later and in poor condition, and deemed unsafe.
- Front Porch in poor condition, and deemed unsafe



PHOTO 36: ENLARGED (View of West Facade):

- Main Structure, Exterior Siding in poor condition.
- Gable end vents for attic ventilation.
- Rear Porch in poor condition, deemed unsafe.
- Font Porch in poor condition, deemed unsafe..



PHOTO 37: (View of West Façade at Main Structure, close-up):

- Main Structure, Exterior Wood Lap Siding in poor condition.
- Wood Shutters, able to salvage or refurbish.



PHOTO 38 & 39:
(View of West Façade at
Main Structure):

- Main Structure, Exterior Wood Lap Siding in poor condition.
- Wood Shutters, able to salvage or refurbish.
- Foundation at chimney, no issues observed.
- Roof soffit lacking vents for proper air flow.



PHOTO 40: (View of West Façade at Main Structure, at Porch connection, close-up).

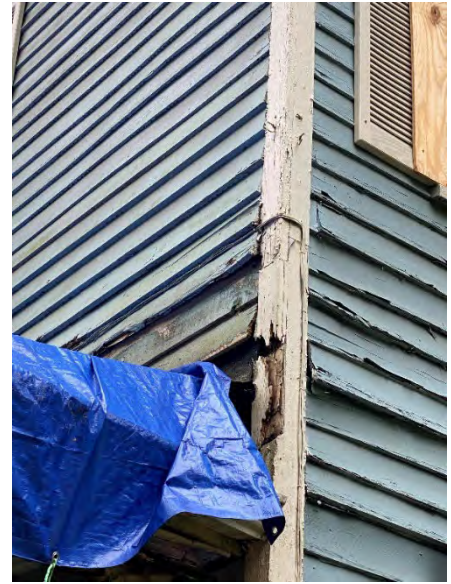


PHOTO 41, 42, 43, & 44: (View of North West Façade at Main Structure, close-up):

- Main Structure, Exterior Wood Lap Siding in poor condition.
- Wood Shutters, able to salvage or refurbish.



PHOTO 45: (View of North East Façade at Main Structure, Newspaper Clipping):

- The Atlanta Georgian and News – Poultry, Pet, and Livestock Section.
- “Forty Oaks Poultry Farm” – June 03, 1911

F. Photo showing the condition of the house in July 6, 2021, borrowed from the RFQ



PHOTO 46: (View of North East Façade of Main Structure):

- Shows windows without Boards on Them – borrowed from RFQ (07.06.21)



PHOTO 47: (View of East Façade):

- Shows windows without Boards on Them – borrowed from RFQ (07.06.21)



PHOTO 48: (View of South Façade, at rear):

- Shows windows without Boards on Them – borrowed from RFQ (07.06.21)



PHOTO 49: (View of South Façade, at rear):

- Shows windows without Boards on Them – borrowed from RFQ (07.06.21)



PHOTO 50: (View of South West Façade, at rear corner):

- Shows windows without Boards on Them – borrowed from RFQ (07.06.21)



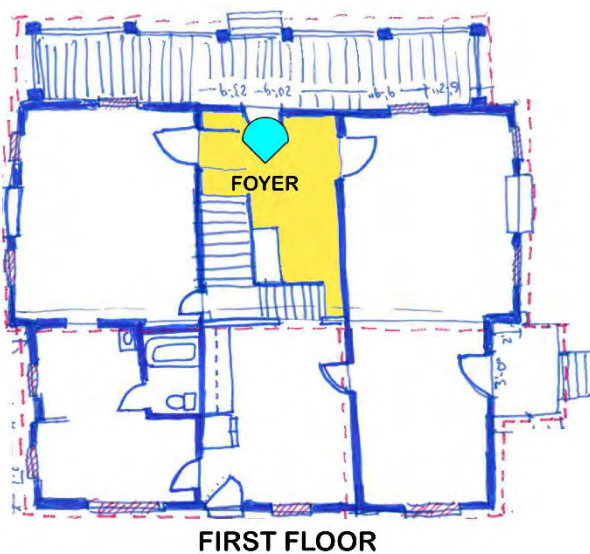
PHOTO 51: (View of West Façade at Main Structure):

- Shows windows without Boards on Them – borrowed from RFQ (07.06.21)

IV . INTERIOR CONDITIONS & PHOTOS:



PHOTO 52 & 53: (View of Front Door, on North Façade at Main Structure):



- Wooden Screen Door, damaged, in poor condition.
- Transom window over door boarded up.
- Front door replaced with Metal Security Door to keep out intruders.
- Entry way opens into main circulation stairs.



PHOTO 54: (View of Front, Interior at Foyer, at Main Structure):

- Wooden Stairs, wood treads, wood balusters in good condition.
- Plaster walls, with significant mold observed throughout.



PHOTO 55 & 56: (View of Front, Interior at Foyer, at Main Structure, floor):

- Hardwood floors, in fair condition, may be able to be refurnished.
- Significant mold on Floors, Walls, and Ceiling, observed throughout.

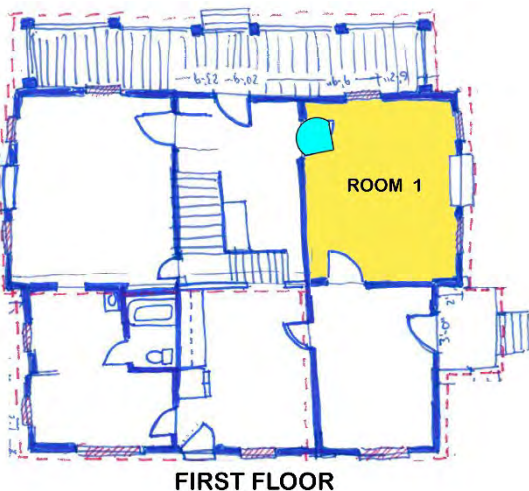


PHOTO 57: (View of Interior, Room 1):

- Hardwood floors, in fair condition, may be able to be refurnished. (Typical for Main Structure).
- Significant mold on Floors, Walls, and Ceiling, observed throughout. (Typical in ALL Rooms).
- Structure, no issues observed, - walls and floors relatively plumb and level.
- Plaster walls. / Large Windows. / High ceilings.



PHOTO 58: (View of Interior, Room 1):

- Fireplace covered up, and inactive.
- Large Baseboard around floor, (Typical in Main Structure).



PHOTO 60 & 61: (View of Room 1, Ceiling, and Window)

- Ceiling shows numerous water stains, and likely a plaster ceiling. Mold testing recommended, due to extensive mold visually observed.
- Beautiful large wood windows, glass broken on some of them. Wood in fair condition, and was not able to test hardware (cant open) with boards on windows.
- No Power in the facility, and unable to test any electrical outlets, or lights. (Typical throughout house).



PHOTO 62: (View of Interior, Room 2):

- Elaborate wood panel doors, in good condition.
- Doors work well, and could be salvaged.



PHOTO 63: (View of Interior, Room 2, door detail):

- Elaborate wood panel door frame, likely original, and in good condition.
- Doors and openings may be able to be salvaged in Main Structure.

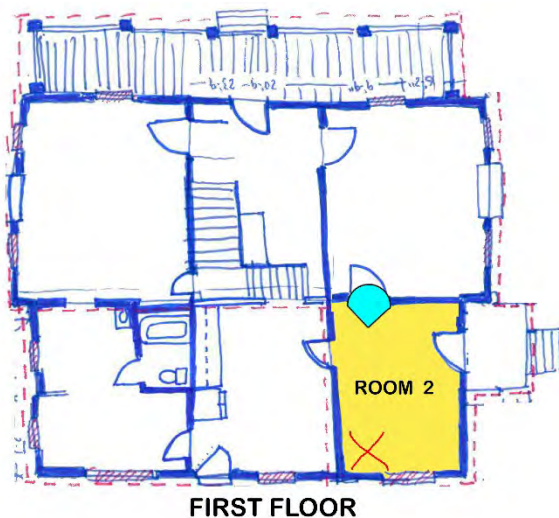


PHOTO 64: (View of Interior, Room 2, Addition 1):

- Hardwood floors, in fair condition, may be able to be refurnished.
- Significant mold on Floors, Walls, and Ceiling, observed throughout. (Typical in ALL Rooms).
- Structure, no issues observed, except in flooring.
- Significant dip in floor (where red X shown), floor needs to be leveled and foundation examined in Addition 1.
- Walls are relatively plumb.
- Plaster walls. / Medium size Windows. / High ceilings.



PHOTO 64: (View of Interior, Room 2, Addition 1):

- Fireplace boarded over, unable to tell if in working order.
- Poor craftsmanship in Addition 1, (Typical in ALL Addition 1.)

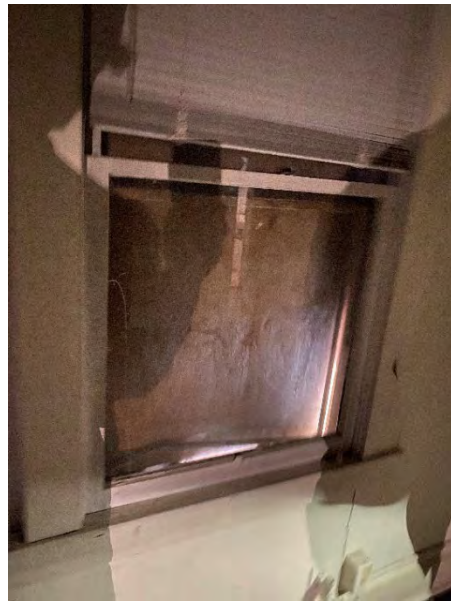


PHOTO 65, 66, & 67: (View of Interior, Room 2, Addition 1):

- Electrical Panel on Wall. Power not on at time of visit / observation.
- Windows in poor condition in Addition 1, Typical for Addition 1.
- Floor (corner of room) has significant dip / sag – correction to be determined by Structural Engineer.

- floor beams need to be leveled.



PHOTO 68: (View of Interior, Room 2, Addition 1, door to kitchen):

- Door to kitchen is a nice 5 panel door, wood observed in good condition.

- Wall in poor condition in rear of room, with significant cracking shown around door and window.



PHOTO 69 & 70, 71, & 72: (View of Interior, Room 2, Addition 1, cracks in the wall):

- Wall in poor condition in rear of room, with significant cracking shown around door and window. (Differential settlement, or foundation issues are of concern, and need additional structural review by licensed Engineer).
- Ceiling in poor condition, awkward soffit with cracking. – Room in poor condition.

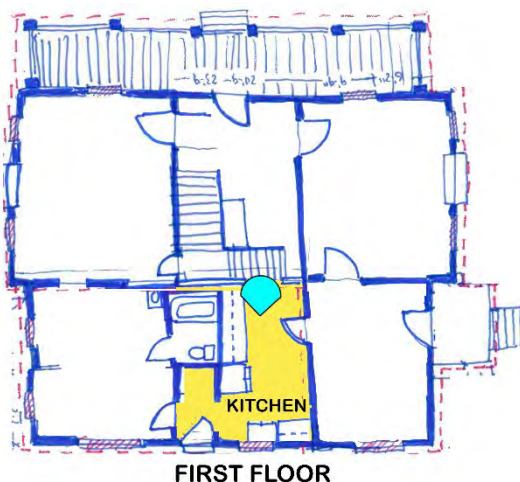


PHOTO 73: (View of Interior, Kitchen, Addition 1 & 2):

- Kitchen has extensive damage, and a hole in the ceiling. Mold is observed throughout, as well as rat feces.
- Floors, are in bad condition.
- Structure in is bad condition, deemed unsafe at Addition 2, (which was likely the original porch).
- Kitchen is unsafe, and recommend extreme caution.
- Plaster walls. / Medium size Windows. / Low ceilings.



PHOTO 74: (View of Interior, Kitchen, Addition 1 & 2, hole in ceiling):

- Kitchen has extensive damage, and a hole in the ceiling. Mold is observed throughout, as well as rat feces.
- Kitchen is unsafe, and recommend extreme caution.
- Plaster walls. / Medium size Windows. / Low ceilings.



PHOTO 75: (View of Interior, Kitchen, Addition 1 & 2, hole in ceiling):

- Kitchen has extensive damage, and a hole in the ceiling.

- Ceiling rafters are beyond repair, and unsafe for occupants.
- Addition 2, use extreme caution, at rear Porch, and kitchen.



PHOTO 76: (View of Interior, Kitchen, Addition 1 & 2, view toward front entry):

- Kitchen has extensive damage, and a hole in the ceiling. Mold is observed throughout, as well as rat feces.
- Kitchen is unsafe, and recommend extreme caution.
- Plaster walls. / possible asbestos flooring / mastic / Low ceilings.

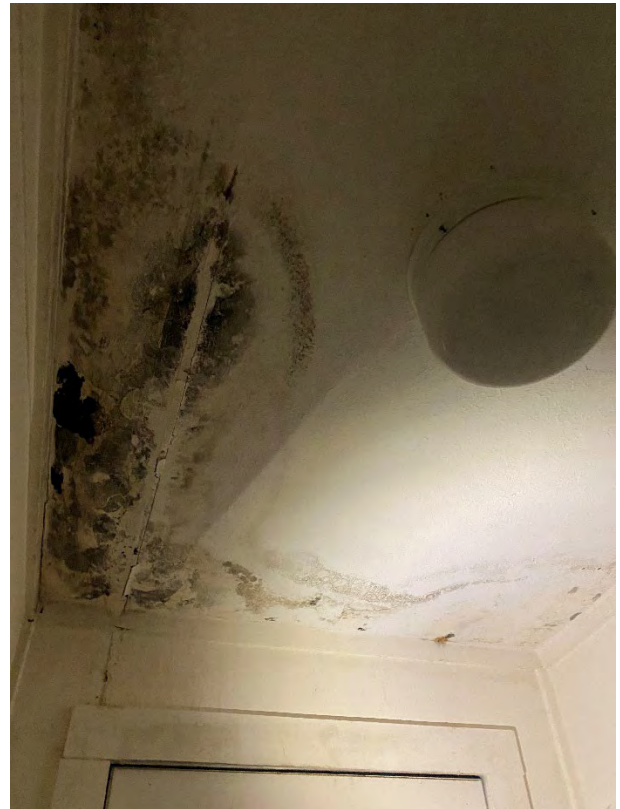




PHOTO 77, 78, & 79 : (View of Interior, Kitchen)

- Kitchen has attic access, with duct work above, and units.
- Rat feces, and dead animals found in attic.
- Kitchen is in very poor condition.
- Extensive mold observed on ceiling.
- Walls flaking plaster, exposing wood lath beyond (wall composite).



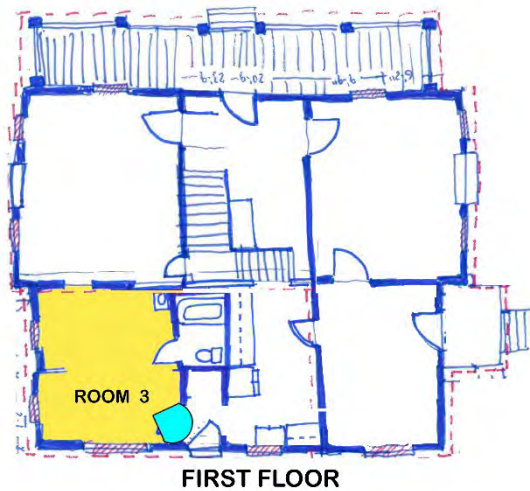


PHOTO 80 & 81 : (View of Interior, Room 3)

- Room 3, is in rear of the building, and is the enclosed rear porch, and Addition 2.
- Tile flooring / mastic may contain asbestos.
- Extensive mold observed on ceiling.
- Walls appear plumb and level, but contain extensive mold.
- Windows in poor conditon, and not high level of craftsmanship.
- Raceway / elec conduit runs on wall surface.



PHOTO 82 & 83 : (View of Interior, Room 3)

- Room 3, audio / video / internet equipment located in closet.
- Ceiling is low in rear of room (at Rear porch).
- Ceiling is higher at Addition 2, area.
- Historical significance is unknown.
- Poor level of craftsmanship.



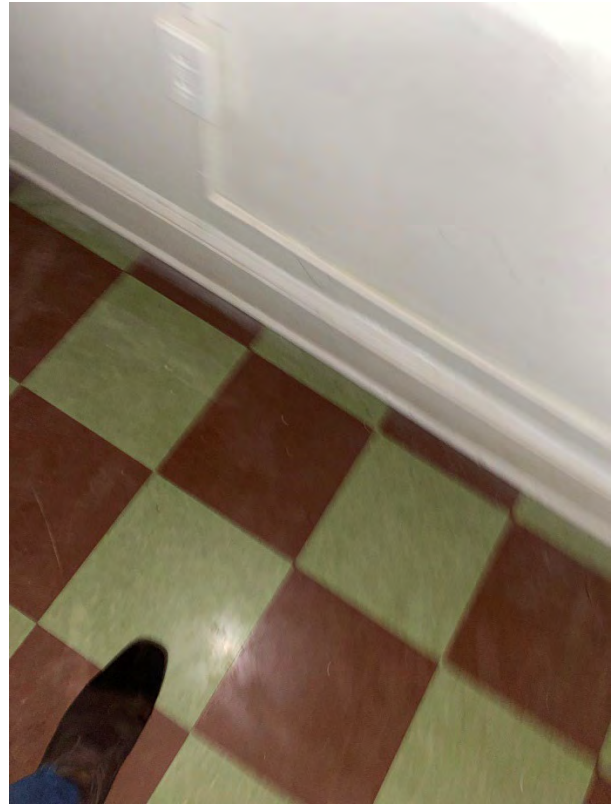


PHOTO 84 & 85 : (View of Interior, Room 3)

- Room 3, fan vent on exterior wall.
- Tile flooring / mastic may contain asbestos (additional testing may be required).
- Ceiling is low in rear of room (at Rear porch) / - Ceiling is higher at Addition 2, area.
- Room has little historical significance, and a poor level of craftsmanship.

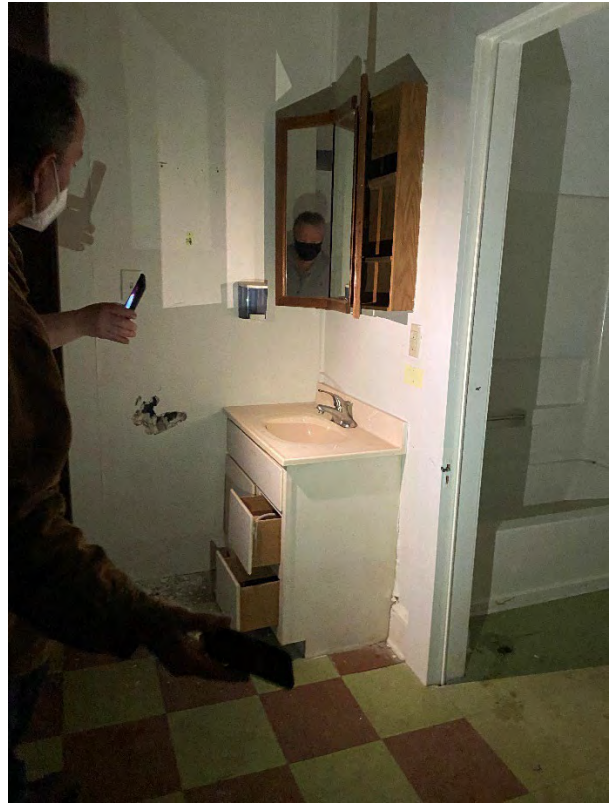
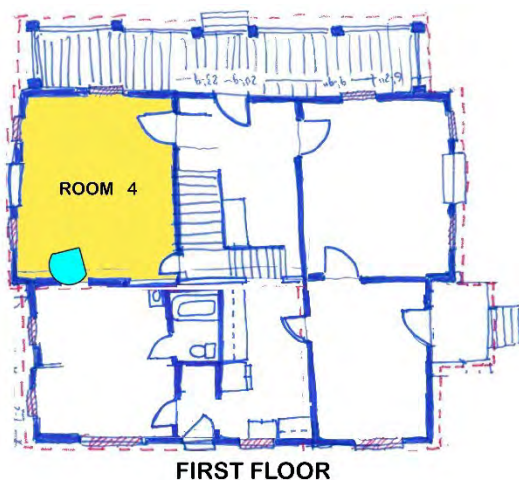


PHOTO 86 & 87 : (View of Interior, Room 3 – Bathroom in the room)

- Room 3, bathroom is poor condition. Plumbing fixtures not tested; water is turned off.
- Tile flooring / mastic may contain asbestos.
- Sink is located outside of bathroom.
- Restroom does NOT appear to be ADA compliant, but large enough to be remodeled to be ADA compliant. (If used as a public facility in the future).
- Bathroom needs to be examined, and brought up to current codes, and ADA compliance, if used as a Public Facility.
- Toilet / bathroom likely added well after Addition 2 was constructed.
- Room has little historical significance, and a poor level of craftsmanship.



PHOTO 88 : (View of Interior, Room 4, Main Structure, built in 1901)



- Hardwood floors, in fair condition, may be able to be refurnished. (Typical for Main Structure).
- Significant mold on Floors, Walls, and Ceiling, observed throughout. (Typical in ALL Rooms).
- Structure, no issues observed, walls and floors relatively plumb and level.
- Plaster walls. / Large Windows. / High ceilings.
- Fireplace exposed, no issues observed.



PHOTO 89, 90, & 91: (View of Interior, Room 4)

- Large wood windows in good condition, may be able to be salvaged. Some single-pane glass panels appear broken. Compliance with current energy code needs review, to determine if windows are suitable to meet updated Energy Conservation Codes.
- Plaster walls / High ceilings, appear level and plumb.
- High level of craftsmanship in Main Structure.
- Window and Frames detailed well.
- Excellent daylighting strategy, with large windows.

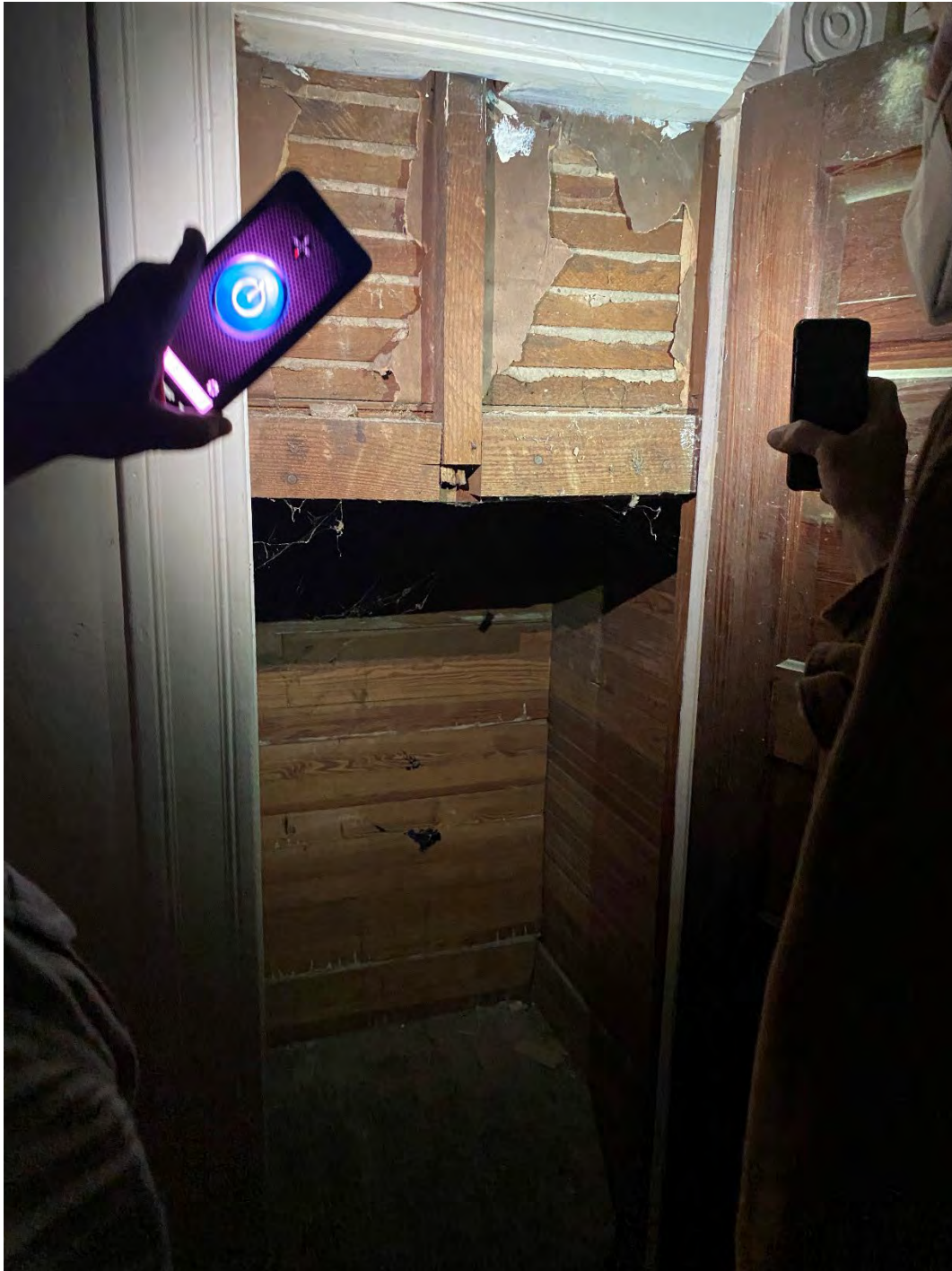


PHOTO 92: (View of Interior, Room 4, under the stairs.)

- Closet under stairs, provides insight to wall construction.
- Plaster applied to wood lath.
- Rough cut wood beams, and studs.



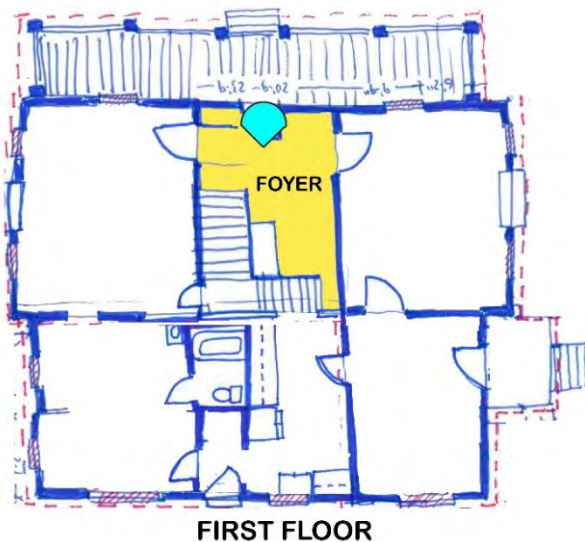
PHOTO 93, 94, 95, & 96: (View of Interior, Room 4, under the stairs.)

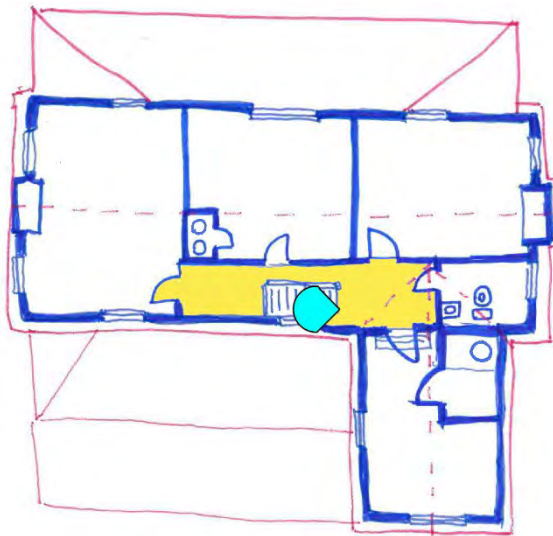
- Closet under stairs, provides insight to wall construction.
- Plaster applied to wood lath.
- Rough cut wood beams, and studs.



PHOTO 97, 98, & 99: (View of Interior, Foyer)

- Stairs to second floor.
- Plaster applied to wood lath.
- Chair railing and trim.
- Built-in wood bench
- Stair narrows at landing.





SECOND FLOOR

PHOTO 100: (View of Interior, hallway, 2nd Floor)

- Hallway at top of stairs.
- Solid wood floors in good condition.
- Attic pull-down (access stairs) at top of stairs.
- Strong odor of mold on second floor.



PHOTO 101: (View of Interior, attic, above main stairs)

- Rough cut framing – shaped in the tree it was cut from.
- Framing likely over 100 years old, and Solid wood.
- Duct work running in attic. HVAC unit(s) in the attic. (Needs examination).
- Original rafters, decking, and limited insulation at ceiling.

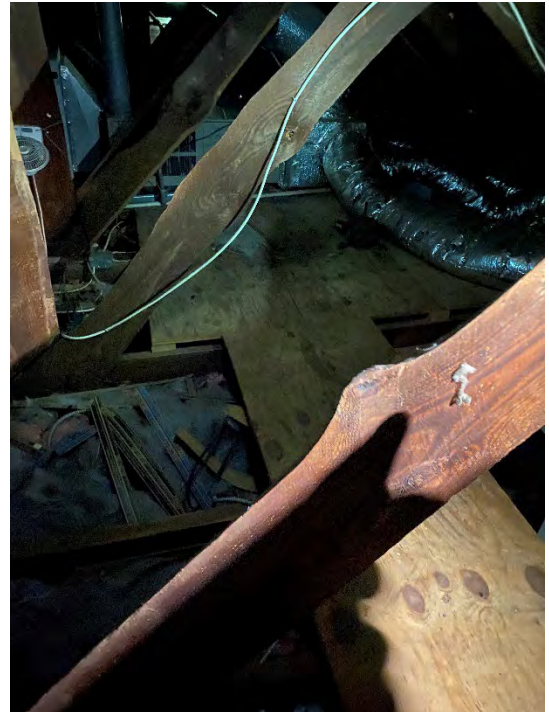
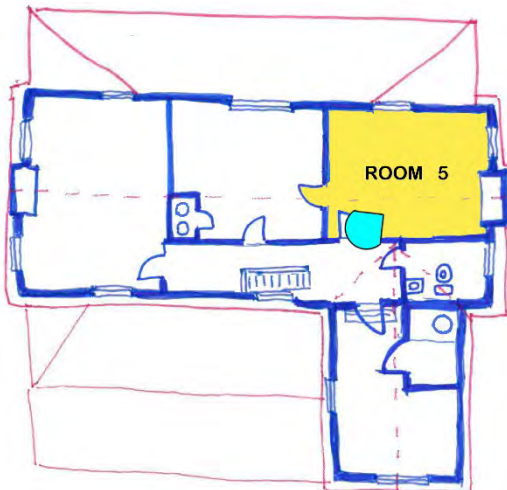


PHOTO 102, 103, 104, & 105: (View of Interior, attic, above main stairs)

- Rough cut framing – shaped in the tree it was cut from.
- Framing likely over 100 years old, very rare, and Solid wood.
- Duct work running in attic. HVAC unit(s) in the attic.
- Original rafters, decking, and limited insulation at ceiling.



SECOND FLOOR

PHOTO 106: (View of Interior, Room 5, 2nd Floor)

- Room 5 at Main Structure, at top of stairs.
- Solid wood floors in good condition. (Refurbish).
- Plaster walls, with high ceilings – heavy mold observed throughout. (typical on Second Floor).
- Strong odor of mold on second floor.
- Doors and door hardware in good condition. (salvage).



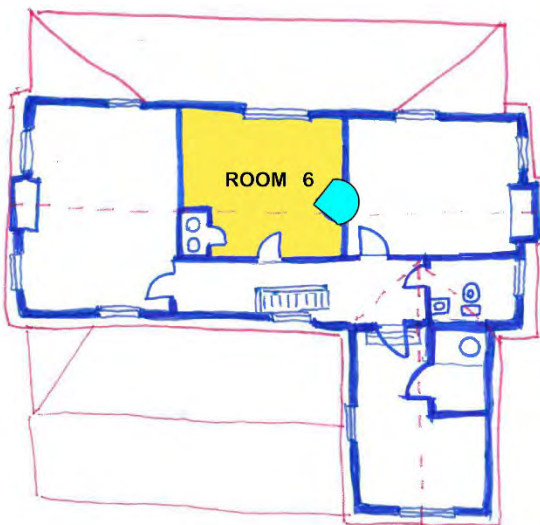
PHOTO 107: (View of Interior, Room 5, 2nd Floor)

- Room 5 at Main Structure, at top of stairs.
- Fireplace closed up. / Windows boarded up. / Ceiling Fan (unable to test).
- Good craftsmanship observed in Main Structure – (Typical)
- Walls plumb, ceiling level and complete, Floors level and even. No Structural issues observed. – No holes in ceiling or roof observed.



PHOTO 108 & 109: (View of Interior, Room 5, 2nd Floor)

- Room 5 at Main Structure, at top of stairs.
- Wood window frames in good condition. Single pane, glass panels broken in 50% of openings approximately. May be able to refurbish windows,
- Good craftsmanship observed in Main Structure – (Typical)
- Walls plumb, ceiling level and complete, Floors level and even.
- Mold observed along walls, ceiling, and windows.
- Electrical conduit / Cable phone, where observed, all surface mounted on walls. Typical, as Main Structure was built in 1901, before electricity was in every home across America. (More investigation is needed).



SECOND FLOOR

PHOTO 110: (View of Interior, Room 6, 2nd Floor)

- Room 6 at Main Structure, at top of stairs.
- Solid wood floors in good condition. (Refurbish).
- Plaster walls, with high ceilings – heavy mold observed throughout. (typical on Second Floor).
- Strong odor of mold on second floor.
- Doors and door hardware in good condition. (salvage).
- Glass transom over doors to allow daylight to go deeper into hallway and house.
- Closet with vertical mechanical HVAC Ducts.
- Good craftsmanship observed in Main Structure –Walls plumb, ceiling level and complete, Floors level & even.



PHOTO 111: (View of Interior, Room 6, 2nd Floor)

- Room 6 at Main Structure, at top of stairs. / Mold on walls, ceiling, & windows.
- Wood window frames in good condition. Single pane, glass panels broken in 50% of openings approximately. May be able to refurbish windows,
- . Electrical conduit / Cable phone, surface mounted on walls. – High Baseboard.

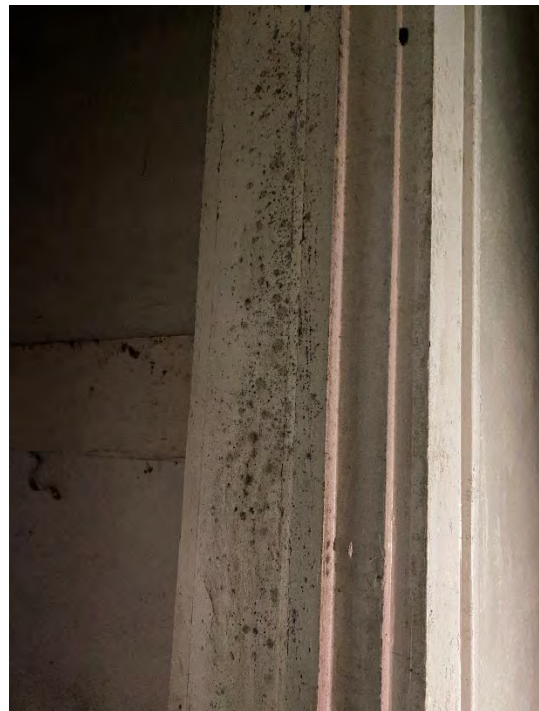
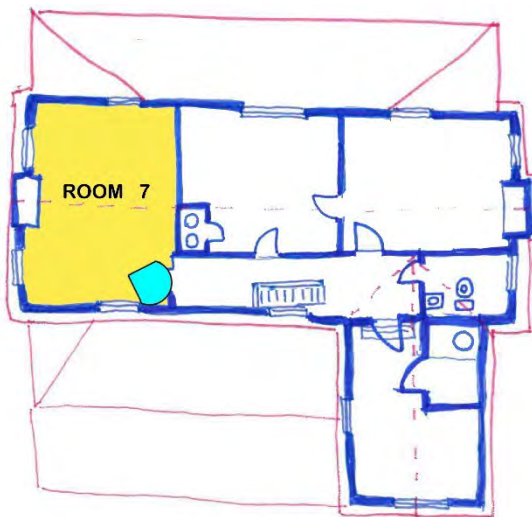


PHOTO 112, 113, 114, & 115: (View of Interior, Room 6, 2nd Floor)

- Closet with vertical mechanical HVAC Ducts.
- Plaster walls, with high ceilings – heavy mold observed throughout.
- Doors and door hardware in good condition. (may be able to salvage).



SECOND FLOOR

PHOTO 116: (View of Interior, Room 7, 2nd Floor)

- Room 7 at Main Structure, at backside of stairs.
- Solid wood floors in good condition. (Refurbish).
- Plaster walls, with high ceilings – heavy mold observed throughout. (typical on Second Floor).
- Strong odor of mold on second floor.
- Doors and door hardware in good condition. (salvage).
- Glass transom over doors to allow daylight to go deeper into hallway and house.
- Closet with vertical mechanical HVAC Ducts.
- Good craftsmanship observed in Main Structure –Walls plumb, ceiling level and complete, Floors level & even.



PHOTO 117: (View of Interior, Room 7, 2nd Floor)

- Room 7 at Main Structure.
- Fireplace closed off, like many in the building.
- Ceiling has damage in several locations.
- Ceiling fan, unable to test, in fair condition. (Power turned off).
- Ceiling HVAC vents are observed in several locations. Fair condition.



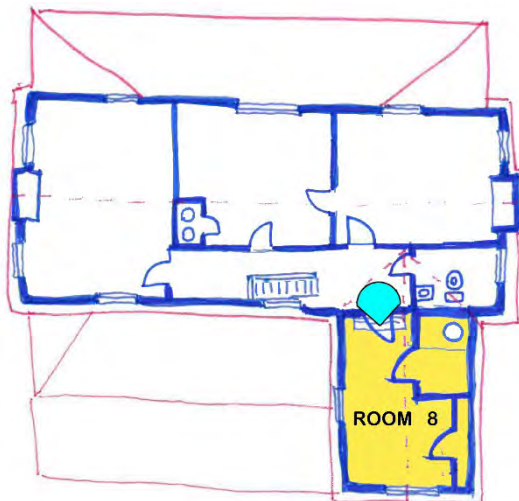
PHOTO 118, 119, 120, 121: (View of Interior, Room 7, 2nd Floor)

- Room 7 at Main Structure. / Mold observed on walls, ceiling, & windows.
- Wood window frames in good condition. Single pane, glass panels broken in 50% of openings approximately. May be able to refurbish windows,
- Electrical conduit / Cable phone, surface mounted on walls. – High Baseboard.
- Small closet in room, with built in wood shelves.



PHOTO 122: (View of Interior, Room 7, 2nd Floor, ceiling)

- Room 7 at Main Structure.
- Wood window, boarded up, very low light to take photos.
- Several locations of damage on the ceiling, could be from a leak in the roof above or differential settlement. Plaster ceiling in poor condition.



SECOND FLOOR

PHOTO 123: (View of Interior, Room 8, 2nd Floor)

- Room 8 at Addition 1, at top of stairs.
- Overall poor craftsmanship in Addition 1, and 18" lower than the Main Structure on the second floor.
- Solid wood floors in very poor condition.
- Plaster walls, with 8 foot ceilings – heavy mold observed throughout. / Strong odor of mold on second floor.
- Doors and door hardware in good condition. (salvage).
- Hot water heater, and other equipment in closet room.
- Windows in poor condition – boarded up.
- Floors not level, walls plumb, & ceiling in poor condition.



PHOTO 124: (View of Interior, Room 8, 2nd Floor)

- Room 8 at Addition 1, at top of stairs.
- Ceiling has extensive damage, and several patches.
- 5 Panel Doors in good condition, may be able to be salvaged.

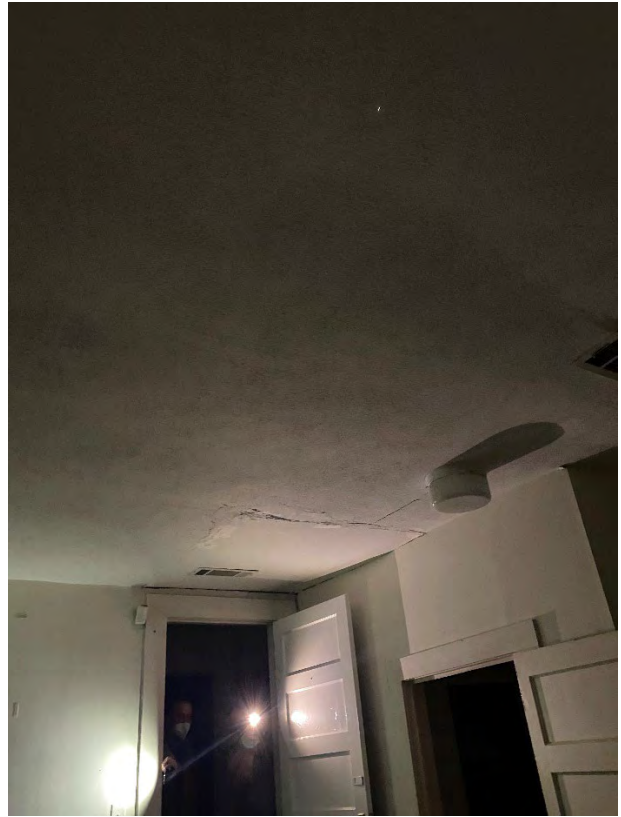


PHOTO 125 & 126: (View of Interior, Room 8, 2nd Floor)

- Room 8 at Addition 1, at top of stairs.
- Plaster Ceiling has extensive damage, and several patches.
- 5 Panel Doors in good condition, may be able to be salvaged.
- Windows in very poor condition, broken panes, and boarded up.
- Addition 1, needs extensive work, & floors and walls may NOT be plumb/ level.



PHOTO 127 & 128: (View of Interior, Room 8, 2nd Floor, small closet at rear of room)

- Room 8 at Addition 1, with a view into the small closet in the rear of the room.
- Built-in wooden shelves, for storage. (not historic in value / function driven).
- Door is small, and removing closet may provide more perimeter windows.
- Poor condition floors with high baseboard.
- Addition 1, needs extensive work, & floors and walls may NOT be plumb/ level.
- Addition 1, recommendation to have structural engineer, review foundation.



PHOTO 129: (View of Interior, Room 8, 2nd Floor, large closet at front of room)

- Room 8 at Addition 1, with a view into the large closet in the front of the room.
- Built-in wooden shelves, for storage. (not historic in value / function driven).
- Hot water heater, and other utilitarian items located within.

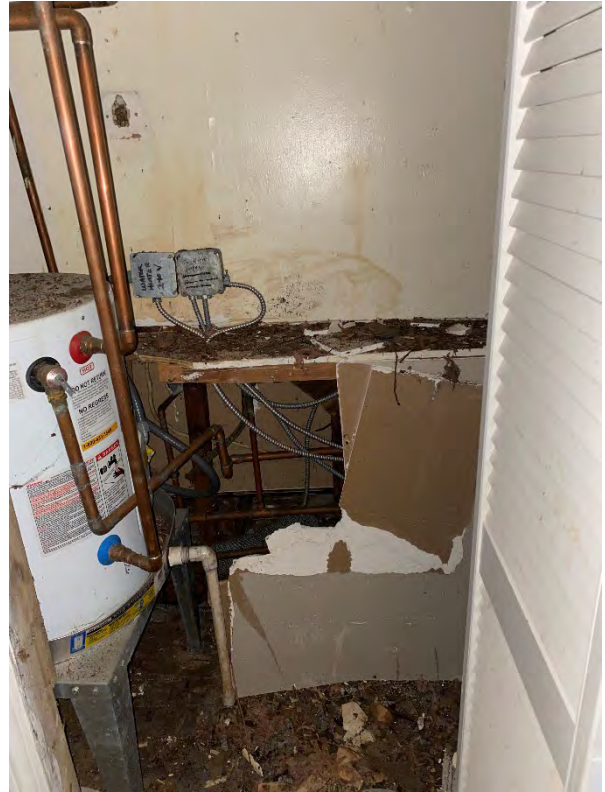


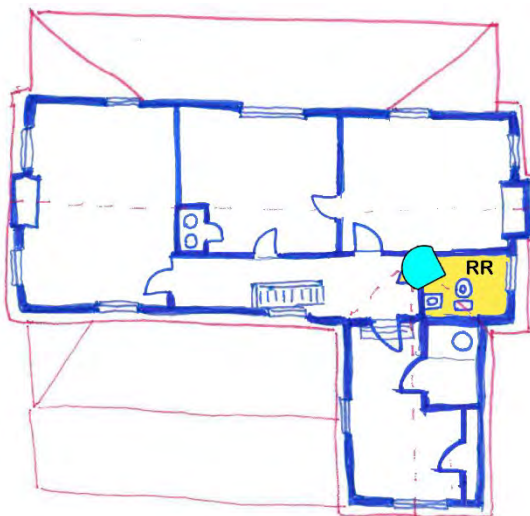
PHOTO 130 & 131: (View of Interior, Room 8, 2nd Floor, large closet at front of room)

- Room 8 at Addition 1, with a view into the large closet in the front of the room.
- Built-in wooden shelves, for storage. (not historic in value / function driven).
- Hot water heater, and other utilitarian items located within.
- Rat feces, rat nests, and dead animals observed
- Exterior wall shows signs of significant water infiltration.
- Floor filled with debris, and need pest extermination.



PHOTO 132 & 133: (View of Interior, Room 8, 2nd Floor)

- Room 8 at Addition 1, small bedroom, with two closets.
- Floor filled with debris, and need pest extermination.



SECOND FLOOR

PHOTO 134: (View of Interior, bathroom, 2nd Floor)

- Hole in the floor, very unsafe. Damaged rafters and sheathing. Tile floor damaged badly.
- Extreme mold build-up, on all surfaces
- Hole in wall, exposing vertical wood stud framing.
- Bad damage in plaster ceiling, from settlement, or water infiltration. (Structural review recommended).
- Toilet and sink may be salvaged, historic significance of items unknown. (Possibly 1960 – 1980).



PHOTO 135: (View of Interior, bathroom, 2nd Floor)

- Hole in the floor, very unsafe. Damaged rafters and sheathing. Tile floor damaged badly.
- Extreme mold build-up, on all surfaces



PHOTO 136, 137, 138

(View of Interior, bathroom, 2nd Floor)

- Hole in wall, exposing vertical wood stud framing.
- Bad damage in plaster ceiling, from settlement, or water infiltration.
- Venting on exterior wall, may have let water inside the room. (damage cause unknown).



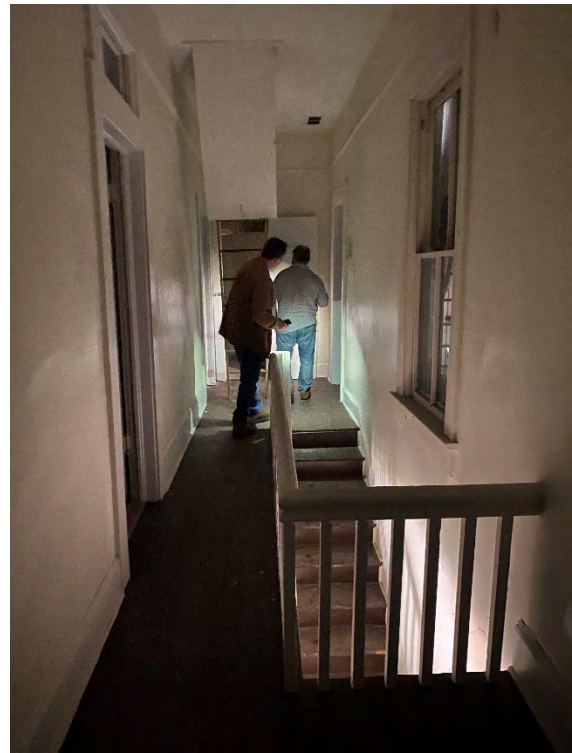
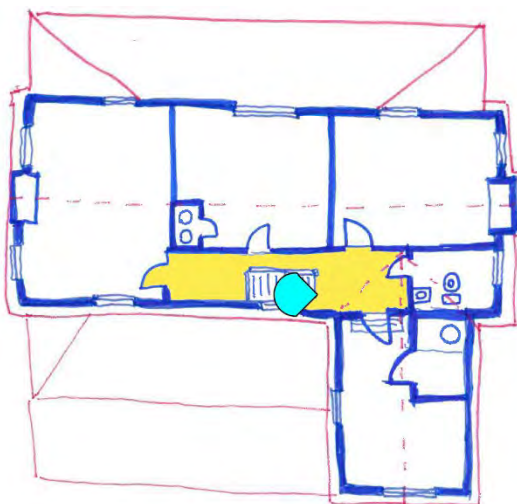


PHOTO 139, 140: (View of Hallway at 2nd Floor, at top of stair)

- Solid wood floors in good condition. (Refurbish).
- Plaster walls, with high ceilings – heavy mold observed throughout. (typical on Second Floor).
- Strong odor of mold on second floor.
- Doors and door hardware in good condition. (salvage).
- Glass transom over doors to allow daylight to go deeper into hallway and house.
- Good craftsmanship observed in Main Structure –Walls plumb, ceiling level and complete, Floors level & even.
- Wood Stair treads, risers, and railing in good condition.



SECOND FLOOR



PHOTO 141: (View at 2nd Floor, at top of stair, looking downward)

- Wood Stair treads, risers, and railing in good condition.
- Historic building with wonderful character, tremendous opportunity.

END OF REPORT

10 Acres Donated To DeKalb Park

By BILL MacNABB

Milam Park, located in the Clarkston area of DeKalb County, was renamed Forty Oaks Park and at the same time doubled in size Thursday through a land donation by a private citizen.

Miss Hazel Sutton turned

10.5 acres on Market Street adjoining the park over to Commission Chairman Clark Harrison under an agreement approved by the commission Dec. 12.

The elderly Miss Sutton, who lives with her 80-year-old brother and 75-year-old sister on the property, donated half the acreage with the county paying \$6,000 an acre for the remainder.

The county agreed that the three residents could live on the property for the remainder of their lives with utilities, taxes, insurance and maintenance paid by the county. In addition, the county agreed to make an estimated \$3,200 in improvements on Miss Sutton's 70-year-old home.

The county's actual cost in purchasing half the land and meeting the agreements has been reduced by a \$27,250 grant from the federal Bureau of Outdoor Recreation (BOR).

The BOR agreed to pay half the total appraised value of the entire tract earlier when the property was appraised at \$54,500. Before the agreement was settled this month, however, the appraisal went up to \$63,000 or \$6,000 an acre.

Another part of Miss Sutton's agreement was that the park would be renamed Forty Oaks, the name of the family's original, larger estate at the location.

Savannah Waste Drop Plan Mulled

By FREDERICK ALLEN

The American Cyanamid Co. announced Thursday it is considering two proposals for waste management that would avoid a controversial plan to dump sulfuric acid by-products from its Savannah plant into the ocean.

The company had aroused the opposition of ecology groups earlier this year when it outlined a proposal to use barges to dump some 7.5 million gallons of waste per month 83 miles out of the Atlantic.

The proposal had been suggested by the company as a means of meeting pollution-control requirements aid down by the State of Georgia.



EXHIBIT E

DeKalb County Historic Preservation division

There are 2 collections related to property in DeKalb- check the [Special Collections](#) page for Candler Sr. collection and DeKalb Deeds.

In the meantime, check out these websites and flyers to get information on your property:

[Superior Court Real Estate](#)

[City of Decatur](#)

[DeKalb County Tax Commissioner](#)

[House History research](#)

[Researching Your House](#)



General

1960s suburban architecture – DeKalb

Georgia Historic Landscape Initiative

Historic Preservation

Log Cabins

Miscellaneous

Ranch houses

Single Family Residential Development in DeKalb County, 1945-1970; other building and historic area reports can be found [here](#) at Georgia State University's ScholarWorks page, including Arabia Mountain, Decatur, Kirkwood, Stone Mountain, and more

Women Architects in Atlanta, 1895-1979 (article from The Atlanta Historical Journal)

Firms

[Ivey and Crook](#)



Robert and Company

[Walker and Chase](#)

Historic Buildings/Properties

Blair – Rutland Building

Briarcliff – Normandy Apartments

Brownings Courthouse

[Callaway Grocery, Decatur](#)

Cora Beck Hampton Schoolhouse

Decatur City Hall

Decatur Depot

Decatur Waterworks

DeKalb Building

DeKalb County Jail Houses

Emory Woods Apartments

Galloway Livery Stable

Hotel Candler

Houston Chapel

New Courthouse (built in 1968)- 556 N McDonough St, Decatur

Old Courthouse (now DeKalb History Center) – History

Old Courthouse – Images (see also [Photographs](#), Box 13)

Old Courthouse – Lawn, Trees, Objects





Old Courthouse Renovations 1989- present

Old Courthouse- Vietnam Memorial Plaque

Post offices

Pythagoras Lodge No. 41, Masonic Temple, Decatur

R.F. Sams Farm

Ridley Howard House-Clairemont and Scott Blvd.

United States Post Office, Decatur GA

Historic Districts (see also [Communities and Neighborhoods](#))

Arabia Mountain

Clairemont Avenue

[East Ponce de Leon Corridor](#)

[Emory Grove](#)

Glenwood Road Historic Corridor

Kirkwood

Longview-Huntley Hills (Chamblee) (Oversized Map)

M.A.K. (McDonough, Adams, Kings)

[Old Decatur](#)

[Ponce de Leon Court](#)

[University Park, Emory Highlands, Emory Estates](#)

Historic Homes (see also [Special Collections](#) DeKalb News/Sun photos, box 6)





226 East Lake Drive (see also our [YouTube channel](#), “*Tudor Revival and East Lake*”)

311, 313, 314 S Fourth Ave

408 Glendale Ave, Decatur

417 East College Ave

[422/424 West Ponce de Leon Ave](#)– “Rock House”; The Marlay House since 2008; previously Ya-Ya’s and The Angel

604 Clairemont Ave

619, 623, 627 Sycamore St

636, 703 Sycamore St

724 East Lake Dr

822 Lullwater Road, “Driving Miss Daisy” home

1115 Lullwater Road

1192 McLendon Ave., Maj. Moreland house

1260 McLendon Ave., Kuhn estate

1848 N. Decatur Road

Adair house- 1341 S Ponce de Leon Ave, Atlanta

Alston house, or Meadow Nook- 2420 Alston Dr

Ansley, William Smith house- 349 S Candler St, Decatur

Argo-Tilson-Bixler home

Atlanta’s White House- Briarcliff Rd

Avary-Fulton home, or Fulton House- S. Columbia Drive

[Benning, Augustus H. home, Oakdale Road](#)

[Biffle Cabin \(1 of 2\)](#)





Bond family house- 1226 Rock Chapel Rd., Lithonia

Boxwood, also Rainwater Estate, or Dogwood Terrace- 794 Springdale Rd

"Briarcliff" – Asa Candler home

Burdine House- 627 Sycamore St

Callan Castle- Inman Park

Callanwolde Mansion- 850 Briarcliff Rd

[Candler, Bishop Warren A. Candler house](#)

Candler-McKinney-Clarke home- 146 South Candler Street or 146 Candler Rd

[Candler's Kirk Road farm](#)

Cheek-Spruill house- Chamblee-Dunwoody Road

[Davidson cottage, Lithonia](#)

Death House- Sycamore Street, Decatur

Donaldson-Bannister house and cemetery- 4831 Chamblee- Dunwoody Rd

Edwards-Malone home- 6886 Main Street, Lithonia

Evans-Williams home- Hairston Way, Stone Mountain

[Everhart house, 6 Clairmont Ave, Decatur](#)

Farmer, Neville and Helen (Lustron house)- 513 Drexel Avenue (see also our [YouTube](#) channel)

Fischer-Hurt house- 4146 Chamblee-Dunwoody

"Forty Oaks"- McClendon St, Clarkston

Gentry, William T. house- East Lake

[Glenwoods](#)– 1632 Ponce de Leon Ave, Atlanta

[Going, Commodore house](#), Johnson Ferry and Peachtree-Dunwoody



(Early 1900's Market St was named McClendon Street and extended into Scottsdale where I-285 currently exists)



Halliburton Hall- Clarkston

Harwell cabin- 326 Hill St, Decatur

[Hester house](#)– 4130 E Ponce de Leon Avenue, Clarkston

“High House”- Decatur

House, Samuel home- Peachtree Road at Ashford-Dunwoody Road

Houston home- 418 Church St, Decatur

Houston Mill house- Atlanta

Houston Mill house – Atlanta; From the Carr Collection

Housworth homeplace- Lithonia

Jackson (Tom) house- Candler Road

Johnson home- Howard Ave, Decatur

Kemp-Castle house

Lindig cabin- Lithonia

Loyd homeplace

Lullwater farm, estate- 1483 Clifton Road

Lumpkin-Compton-Broome house- Decatur

Lyon Farm

Lyon House

Mann, J.W. house- 1918 Dresden Drive, Chamblee

Marble house- 119 North McDonough Street, Decatur

Marble Palace- 1428 Ponce de Leon Ave, Atlanta

[Mary Gay House](#) (1 of 2)





Mebane house- Spalding Dr, Dunwoody

Milledge house- Decatur

Moore's Plantation- South DeKalb

Morris house- Clarkston



Morris house- East Lake Road

Murphey Candler house- 158 S Candler Street

"Paradiso", 1695 Ponce de Leon Ave

Pearce house- 125 Madison Ave., Decatur

Perrin house- Clarkston



"Pinebloom"- 1585 S Ponce de Leon Ave, Atlanta

Pines, Russel and Nellie (Lustron house)- 2081 Sylvania Drive

Ponce de Leon Infirmary or Pappenheimer home

Powell, Chapmon house (medicine house)

Ragsdale house- Arabia Mountain

"Rainbow Terrace"- 1610 Ponce de Leon

Red Cross house- Sycamore, Decatur

Rest Haven- 940 Springdale Rd

"Rosewood"- 2740 Alston Drive, East Lake

[Sage house](#)

[Sams, Sr., Mrs. Hansford home](#)– Candler Rd, Decatur

Scott-Cooper house- Sycamore, Decatur (now home to the Decatur Recreation Center and Scott Park)

[Seminary](#)- 6886 Main Street, Lithonia





Smith-Benning house- 520 Oakdale Road

Spivey log cabin- 4069 Norman Rd, Stone Mountain

Steele-Cobb house- 2632 Fox Hills Dr, Decatur, "Briarpatch"

Steward-Rowland-DeJarnatt house- Barry St, Decatur

Stillwood Plantation- Briarcliff Road

Stonehaven- Stone Mountain

Stonehenge- 1410 Ponce de Leon

Sutherland house

Swanton House (1 of 3)

Swanton House (2 of 3)

Swanton House (3 of 3)

Swanton House, gifts

Thomas-Barber cabin

Thompson cabin

Thornton house- Stone Mountain

Towers-Fowler-Thompson house- Stone Mountain

T.R.R. Cobb house

Tullie Smith house

Villa MiraFlores- 1214 Villa Drive, Atlanta

Williams House- Clarkston

"Wisteria (or Wistaria) Hall"- 2249 Wisteria Way, Atlanta

Woolford, Cator home (1 of 2)- 1815 Ponce de Leon Ave

Woolford, Cator home (2 of 2)



"FORTY OAKS POULTRY FARM"

There are few places in Georgia that are naturally better adapted to or make more beautiful places for raising chickens than the "Forty Oaks Farm," the country home of Ed. L. Sutton, the well-known Atlanta printer. A representative of The Georgian visited this place and found it ideal for a home for chickens, as well as the home of an enthusiastic and life-long chicken crank and member of the Georgia Poultry association.

"Forty Oaks Farm" is at Clarkston, on the Georgia road, eleven miles from Atlanta, in the very heart of DeKalb county. Convenient to Atlanta, the best market for poultry in the South, Clarkston is another place that may well be considered by the man seeking a place to locate a poultry plant. There are already several "chicken farms" in and near Clarkston, all of them in a healthy and active condition. The Morris Farm, the Jolly Farm, the plant of Mrs. Alderman Mr. Lankford, Dr. Holbeck, Dr. Heary and several others, are engaged in breeding thoroughbred stock of the very best sort, and there is scarcely a yard or farm anywhere near Clarkston that has not felt the influence, and now shows specimens of the thoroughbred fowl.

"Forty Oaks Farm" is one of the largest and one of the most attractive. The proprietor, Ed. L. Sutton, has been a "chicken crank" practically all his life. When not more than seven years old, an aunt gave him the first pair of white-face black Spanish chickens ever seen in that part of Walker county. When that hen laid her first big white egg, it would have been hard to say which cackled the most, this hen or her owner. Certain it is that the hen got over the fever first, for the boy has been a chicken crank ever since, and for nearly 40 years Mr. Sutton has been a fancier and breeder of thoroughbred fowls. During this time he has had some experience with almost all the standard breeds, but his last and best love are the Leghorns and the Orpingtons.

Almost the first glimpse one catches of this plant is the predominating color of the numerous White Leghorns. There is a very nice flock of breeding hens and yearling pullets. To build up the strain, the proprietor has sought the best that he could find in the country. After visiting several of the large egg farms of the East, among them the Lakewood farm, the "Aurora" plant of Ellis, the Brooklyn egg man, the Long Island duck farm, where ducks are not the only birds raised; the Ranocans "Million Egg Farm," and by no means least, the greenwood farm of New Jersey, the foundation for the "Forty Oaks" strain was laid in the Lakewood farm. The "Aurora" strain, these were added some very fine cock birds from other breeders, perhaps the best individual birds coming from the Kimballville farm. The year there being added a line of the celebrated Childress strain, from Tennessee, for Mr. Sutton says that unquestionably as good birds are being raised in the South as can be found in the United States. The records of many shows have demonstrated this, and also that there is no "hot" stock to be found than that of Mr. Childress. With the best blood from the best of these strains, the "Forty Oaks" farm is striving to have some of the best cock birds and utility stock as may be found in the whole South.

Buff Orpingtons are also bred on the "Forty Oaks" farm, and there are some very nice specimens to be seen. The strain is of the celebrated Cocks variety, and while the owner does not claim them to be in the same class, they are nevertheless very fine utility stock. There are some very nice young chicks coming on in his breed from the Owen farm and other breeders. The Buff Orpingtons may not be continued during next year, however, as the preference is for the Black Orpingtons. If there is anything to be had in the aristocracy line of Black Orpingtons, Mr. Sutton thinks he has them in his young chicks from the Owen farm. After a personal inspection and investigation, it was decided that no better Black Orpingtons could be had, and a nice little bunch of money was put into them. Doubtless these handsome birds will supersede all other kinds at the Forty Oaks farm, except the White Leghorns, and special attention is given to these two breeds of chickens.

There are now some 500 young chicks on the range at this place, and in the day time they are turned loose to take in the place, which they do with the greatest pleasure. As there is about twenty acres for them to range over, 40 great big oak trees to furnish plenty of shade, water in abundance and a fine Bermuda sod to furnish them a carpeted playground, they spend the day hustling for bugs and chasing their mistress whenever she appears in the yard for anything that may come in the way of extra.

All of which sounds very nice for the chickens, but don't get the idea that there is not work and lots of it to keep things in order on Forty Oaks farm. And the credit for this part of it, which, after all, consists of all the business except the bragging, is seen after by Mrs. Sutton, while the head of the range is away in Atlanta helping to run that town. With whatever help may be had from time to time, Mrs. Sutton has devoted her time to the biddies for the last two years almost constantly, and it certainly is a picture to see her out un-



Photo by Mathewson.
BROODER AND BROODER COOPS ON THE FORTY OAKS FARM.



Photo by Mathewson.
BREEDING HOUSE AN RUNS ON FORTY OAKS FARM.

der the shade of the great oaks with several hundred biddies all trying at once to get in her lap, on her shoulders, and even on top of her head. And her love for her little feathered friends is something to be considered, for she comes very near knowing them all personally, even tho they may not be named. But if there is any partiality shown on this farm to the little fellows that inhabit the various coops, brooders and colony houses it is shown to the White Holland turkeys. There are only a few of them and the hens are now about all playing the part of incubators, hence their absence from the accompanying pictures. But almost every turkey on the place has a blue ribbon to its credit, and the tom is one of the finest birds of his class to be found anywhere, weighing about 40 pounds, which is some weight for a White Holland. The Whites are very gentle and domestic and as hardy as any breed of turkeys. There is a nice little bunch of young turkeys on the hill, and if there is a limited allowance of buttermilk or corn or any other delicacy on the place these young turks get theirs, even if other fowls have to go without.

It would be far amies to let this arti-

cle wind up without making mention of the Buff Cochins Bantams belonging to the daughter of the household, Miss Edna Bush. She is the very proud owner of a trio of very fine birds of good color and unusually diminutive size. There are several young biddies under your feet every time you fail to look down, and they are so small you have to look twice to be sure you see them. Their very confident young owner is sure she is going to make a pot of money supplying the youth of Georgia with fine Bantam stock the coming season.

There are to be some very considerable improvements made on the Forty Oaks farm this coming fall for next year's business. A brooder house of modern type is to be built this summer, with an incubator cellar, and the present incubator capacity of 500 eggs per month will be increased to perhaps 2,000, and the demand that was often encountered this past season for day-old chicks will be in some measure supplied. It is also contemplated to materially increase the number of White Holland turkey hens next season, for Mr. Sutton says that he had at all times during the season more orders for turkey eggs than the entire season's yield, and while he sold all the

eggs he could possibly spare, there was much more money sent back to the people who wanted eggs than was retained. It was regretted that would-be customers should be disappointed and dissatisfied, but there was no help for it, for the demand was far greater than the supply.

Mr. Sutton was the first mover in the organization of the DeKalb County Poultry association, an organization that within 60 days after the preliminary meeting pulled off one of the crack little shows of the state. The show was pulled off at Stone Mountain the week after the big show in Atlanta, and was a real, genuine sure enough show, that made the folks sit up and remember that Mr. Rooster had been seen in the back yard, but had not been given the attention he deserved. Several bad cases of chicken fever developed, and the DeKalb county show came thru with all awards promptly made, all obligations paid and quite a nice sum left over in the bank after paying for the exhibition costs. A similar record was perhaps never before made in the state by a county show.

Mr. Sutton had eight entries in the DeKalb show, and won eight ribbons and two special prizes. When the next DeKalb county show is pulled off next January, the Forty Oaks farm expects to have several birds on exhibition that have just been decorated with the blue ribbon of honor by the Judges of the Georgia Poultry association.

SEX OF THE EGG.

Referring to the theory that eggs wrinkled at the narrow ends produce cockerels, an English writer says, to the student of embryology this fallacy is at once apparent. For the first few days the chicken is a ball, and from then to about the seventh day it is distinctly hermaphrodite, and contains within itself the elements of both sexes. After this stage it diverges in one direction, one set of organs developing and the other diminishing, according to whether the germ is going to produce a male or female. So that if the germ had a living consciousness it would not know at the sixth day which sex it would ultimately be.

Overfat is a poor market condition. Fowls should be fed fattening food two weeks before marketing. Fat poultry, if dry picked, will cook better. Plump and neat carcasses advertise themselves. Short-legged fowls generally make the best table poultry. Never pack poultry for shipment until they have been thoroughly chilled. Never market ailing chickens. Never ship the latter part of the week, except by special order.

Good Eggs for Hatching

SINGLE-COMB BROWN LEGHORNS.

The Everlasting Layers.

15 Eggs, \$1.50. 50 Eggs, \$3.00. 100 Eggs, \$5.00. 1,000 Eggs, \$50.00.

BLUE ANDALUSIANS.

Big White Eggs.

15 Eggs, \$1.50. 50 Eggs, \$3.00. 100 Eggs, \$5.00.

WHITE HOLLAND TURKEYS.

Pure White—Extra Large.

10 Eggs, \$2.50.

I guarantee eggs from pure-bred stock. Strictly fresh and first class. Safe delivery and full count. Hens on free range in the most beautiful section of Virginia. Book orders now for prompt delivery at any time. Send money by express or money order.

CAL HUSSELMAN.

Lanata, Goodland County, Va.

Express office and money order office, Elk Hill, Va.



Photo by Mathewson.
RESIDENCE OF ED. L. SUTTON, CLARKSTON, GA., PROPRIETOR FORTY OAKS POULTRY FARM.



CITY OF CLARKSTON

ITEM NO: 61

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: MARCH 26, 2024

SUBJECT: Review/Discuss Amend the City Codes to include a Street Name Change and Procedure in the section.

DEPARTMENT: PLANNING & ECONOMIC DEVELOPMENT

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: X ☐ YES ☐ NO
Pages:

INFORMATION CONTACT: Lisa Cameron
PHONE NUMBER: (404) 296-6489

PURPOSE: To amend the Zoning Ordinance to include the process and procedures for Street Name Change.

NEED/ IMPACT: Resolution No 2023-026 was established on June 6th, 2023, by the City Council authorizing the change of the street names of Smith Street and Lincoln Street to Patricia Davis Drive. This will provide Staff and anyone the process and procedure for street renaming.

RECOMMENDATION: Staff recommend approval of the proposed amendment for the street renaming process and procedures.

RESOLUTION NO. 2023-026

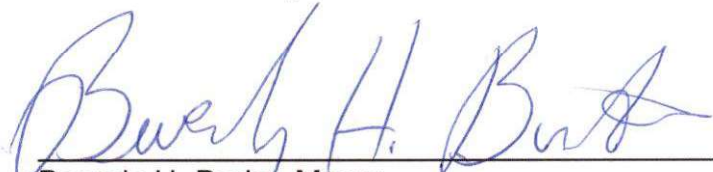
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA, AUTHORIZING A NAME CHANGE PETITION REQUEST FROM THE SMITH STREET COMMUNITY (A.K.A. LEGACY VILLAGE SUBDIVISION) TO CHANGE THE NAME OF SMITH STREET AND LINCOLN STREET TO PATRICIA DAVIS DRIVE.

* * * * *

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

Section 1. That the City Council hereby authorizes a name change petition request from the Smith Street Community (a.k.a. Legacy Village Subdivision) to change the name of Smith Street and Lincoln Street to Patricia Davis Drive. A copy of said petition is attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this 6th day of June 2023.


Beverly H. Burks, Mayor

ATTEST:

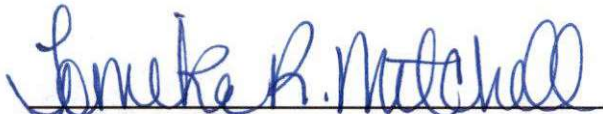

Tomika R. Mitchell, City Clerk

EXHIBIT A

The Smith Street Community would like to rename Smith & Lincoln Street after the late Miss Patricia Davis Morris. This would show the family of Ms. Patricia Davis Morris that this community values all the hard work and dedication that she showed this community and the City of Clarkston.

By signing this petition, you are acknowledging that you approve of the changes below.

Smith Street & Lincoln Street would become: **Patricia Davis Drive.**

	Smith Street	Signature
X 1141 Smith Street	Lillie Bell Dawson	
1152 Smith Street	Jessie Carolyn Davis	Jessie Carolyn Davis
1158 Smith Street	Mary Beth???	
X 1163 Smith Street	Michelle Smith	
1167 Smith Street	Jimmy Jordon	Jimmy Jordon
1171 Smith Street	Jessie Carolyn Davis	Jessie Carolyn Davis
1175 Smith Street	Frederick Reddass	
1146 Smith Street	Fr EFEREM	Fr EFEREM
3620 Lincoln Street	Bobby Price	Bobby Price
3628 Lincoln Street	Jessie Carolyn Davis	Jessie Carolyn Davis
3629 Lincoln Street	Nancy Keenan	
3644 Lincoln Street	Jessie Carolyn Davis	valant Lof Jessie Carolyn Davis
3648 Lincoln Street	Jessie Carolyn Davis	Jessie Carolyn Davis
3649 Lincoln Street	Jessie Carolyn Davis	Jessie Carolyn Davis
	Montreal Road	
877 Montreal Road	Paul Dawson	

1140 Smith St. NO ANSWER
 1134 Smith St. Empty
 1128 Smith St. Long Muncy

Lyndy

Thank you,

The Smith Street Community

RECEIVED
 APR 20 RECD
 CITY OF CLARKSTON

PROPOSED STREET NAME CHANGE AND PROCEDURE

Section _____. Street Name Change Procedures.

- (a) *Name change initiated by petition.* An application requesting a street name change shall be submitted to the planning and development department and contain the following:
 - (1) A written petition bearing signatures of a minimum of twenty-five (25) percent of the property owners fronting the street.
 - (2) Existing and proposed street names.
 - (3) Reason for requesting change.
 - (4) Map showing street or portion of street affected by change.
 - (5) A filing fee as established by the Department of Planning and Economic Development, if any.
- (b) *Name change initiated by City Staff or Mayor and Council.* The Department of Planning and Economic Development shall process the proposed name change according to the procedures below. The petition process outlined in Section ____ is not required for City-initiated changes.
- (c) All name change proposals shall be processed and scheduled for public hearing as follows:
 - (1) The proposed name shall be checked by the city to ensure nonduplication.
 - (2) Mayor and Council shall consider the name change after conducting one public hearing.
 - (3) Legal notice of the application and the date, time, and place of the public hearing shall be published in the official legal organ of the city at least ten (10) days prior to the public hearing.
 - (4) The department shall post a sign at approximately one-mile intervals along the length of the roadway for which a name change is proposed and shall give notice by regular mail to the owners (according to tax records) of each property which bears an address on the roadway for which a name change is proposed. The postmaster shall also be notified of the hearings by regular mail.
 - (5) The final decision on the proposed change shall be made by the council after having held the scheduled public hearing.
 - (6) Petitioners shall bear all costs necessary for street marker changes as determined by the city.
 - (7) Procedures for notification to all affected agencies shall follow addressing procedures.



CITY OF CLARKSTON

ITEM NO: 6J

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Review/Discussion

MEETING DATE: March 27, 2024

SUBJECT: Discuss approval of a Resolution by the Clarkston City Council to designate the City Clerk as the City's Open Records Officer.

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: Discuss approval of a Resolution by the Clarkston City Council to designate the City Clerk as the City's Open Records Officer.

NEED/ IMPACT: In an effort to improve the way the City handles open records requests, it is recommended that the City Council approve a resolution designating the City Clerk as the "records custodian". This would ensure that requestors would be legally obligated to correctly direct their request to the city clerk.

RECOMMENDATION: Staff recommends approval of the resolution.

RESOLUTION NO. _____

BY THE CLARKSTON CITY COUNCIL TO DESIGNATE THE CITY CLERK AS THE CITY'S OPEN RECORDS OFFICER.

WHEREAS, the City Council desires to facilitate the public's access to public records, consistent with the Georgia Open Records Act; and

WHEREAS, O.C.G.A. § 50-18-71(b)(1)(B) authorizes the City to designate an an "Open Records Officer" upon whom all Open Records Act requests shall be served; and

WHEREAS, the City Council finds that consolidating Open Records responsibilities with the City Clerk will help ensure that the City responds to Open Records Act requests in a timely and efficient manner in compliance with Georgia law.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clarkston as follows:

1. The then-current City Clerk is hereby designated as the City's "Open Records Officer;"
2. All Open Records Acts requests, whether submitted electronically or in person, shall be delivered to the City Clerk for processing;
3. When the City Clerk is not available or not on duty for any reason, the City Clerk shall designate another member of the City's administrative staff to be available to act as Open Records Officer during such time and ensure that such substitute Open Records Officer is knowledgeable regarding the Open Records Act and the City's internal processes for administering the Act; and
4. When any other employee or agent of the City is presented with an Open Records request, it shall be the duty of such employee or agent to assist the requestor with directing such request to the Open Records Officer.

BE IT FURTHER RESOLVED that compliance with this Resolution shall not be permitted to delay or hamper the City's response to an Open Records Act request.

SO RESOLVED, this _____ day of _____, 2024.

**CITY COUNCIL OF THE
CITY OF CLARKSTON, GEORGIA**

BEVERLY H. BURKS, Mayor

ATTEST:

City Clerk

Approved as to form:

Stephen G. Quinn
Stephen Quinn, City Attorney



CITY OF CLARKSTON

ITEM NO: 6K

CITY COUNCIL WORK SESSION

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: March 26, 2024

SUBJECT: Review/Discuss Juneteenth Celebration

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☒ NO
PAGES:

PRESENTER CONTACT INFO: Yolanda McGee
PHONE NUMBER: 404-754-6960

PURPOSE: To discuss vendor fee for Juneteenth Celebration

NEED/ IMPACT: The impact on the city labor force to set up and break down event space. Public works will have to be paid overtime as well as police.

RECOMMENDATION: Local businesses will be charged \$50.00 while businesses outside the city limits will be charged \$75.00. Vendors that are providing resources will not be charged.



CITY OF CLARKSTON

ITEM NO: 6L

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Review/Discussion

MEETING DATE: March 27, 2024

SUBJECT: Discuss approval of a Resolution designating “Georgia Cities Week” from April 21 to April 27, 2024

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: Discuss approval of a Resolution designating “Georgia Cities Week” from April 21 to April 27, 2024

NEED/ IMPACT: The Georgia Municipal Association (GMA) sponsors Georgia Cities Week from April 21-27, 2024, to showcase and celebrate cities and their many services. This year’s theme is “Soaring to New Heights”. Going into its 25th year, Georgia Cities Week is also an opportunity to celebrate community achievements and recognize volunteers and city employees. Our Economic Development Director, Jacob Bouie, is coordinating the week-long events for our City.

RECOMMENDATION: Staff recommends approval of the resolution.

GEORGIA CITIES WEEK

APRIL 21-27, 2024

A RESOLUTION _____ OF THE CITY OF CLARKSTON RECOGNIZING
GEORGIA CITIES WEEK, APRIL 21-27, 2024, AND ENCOURAGING
ALL RESIDENTS TO SUPPORT THE CELEBRATION AND
CORRESPONDING ACTIVITIES.

WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY OF CLARKSTON DECLARES APRIL 21-27, 2024, AS GEORGIA CITIES WEEK.

BE IT FURTHER RESOLVED THAT THE CITY OF CLARKSTON ENCOURAGES ALL CITIZENS, CITY GOVERNMENT OFFICIALS AND EMPLOYEES TO DO EVERYTHING POSSIBLE TO ENSURE THAT THIS WEEK IS RECOGNIZED AND CELEBRATED ACCORDINGLY.

PASSED AND ADOPTED by the City of Clarkston.