



CITY COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 2, 2025 - 7:00 PM
736 PARK NORTH BOULEVARD, SUITE 120 ♦ CLARKSTON, GEORGIA 30021
(404) 296-6489 ♦ WWW.CLARKSTONGA.GOV

Beverly H. Burks
Mayor

ChaQuias Miller-Thornton
City Manager

Debra Johnson
Vice Mayor

Sharifa Adde
Council
Member

Yterenickia Bell
Council
Member

Jamie Carroll
Council
Member

Susan Hood
Council
Member

Mark Perkins
Council
Member

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATION/ ADMINISTRATIVE BUSINESS

A. Presentation of C.A.R.E.S. Grant Awardees

B. Employee of the Month — November 2025

C. To approve the following meeting minutes:

1. November 6, 2025 - City Council Meeting

2. November 6, 2025 - Called City Council & Downtown Development Authority Meeting

3. November 14, 2025 - Special Called City Council Meeting

4. November 25, 2025 - City Council Work Session

4. REPORTS

5. PUBLIC COMMENTS

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

6. OLD BUSINESS

- A. To consider a resolution requesting the Georgia General Assembly to adjust the Clarkston municipal boundaries to facilitate the delivery of municipal services.
- B. To consider a resolution authorizing an emergency contract for the 40 Oaks Structure Encapsulation Project to be funded through SPLOST II.

7. CONSENT AGENDA

- A. To approve the proposed 2026 City Council Regular Meeting and Work Session dates.
- B. To approve a resolution awarding a professional service agreement to the most responsive and responsible bidder, F.S. Scarborough, LLC., to provide resurfacing, striping, street patching and related tasks as specified in the GDOT Local Road Assistance (LRA) 2025 Street Resurfacing Invitation-to-Bid in the amount of \$284,704.22, to be funded out of SPLOST II.
- C. To approve a resolution awarding a professional services agreement to the most responsive and responsible bidder, Hasbun Construction, LLC, for the construction of gazebos and related streetscape amenity installations on Market Street in the amount of \$82,073.28, to be funded out of SPLOST I.
- D. To approve a resolution awarding a professional services agreement to the most responsive and responsible bidder, Freese & Nichols, to provide Conceptual Design Services for the Norman Rd. Dam Rehabilitation/Replacement Project in the amount of \$402,958.00, to be funded out of SPLOST II.
- E. To approve a resolution awarding a professional service agreement to the most responsive and responsible bidder, KB Advisory Group, to complete an Annexation Feasibility Study in the amount of \$87,000.00, to be funded out of the General Fund budget.
- F. To approve the submittal of the Local Maintenance Improvement Grant (LMIG) streets maintenance list for 2026 funding, rollover the 2026 LMIG funds to FY 2027, and upload the 2026 LMIG grant application with the rollover.
- G. To approve a Letter of Support for Heavenly Culture, World Peace, Restoration of Light (HWPL) Georgia.

8. NEW BUSINESS

- A. To consider an ordinance to provide the adoption of a budget proposed by the City Manager containing estimates of the proposed revenues and expenditures of the City of Clarkston, Georgia, and to provide for the levy of taxes for expenses of said city for the fiscal year beginning January 1, 2026, and ending December 31, 2026.
- B. To consider the change of ownership and alcohol license application for Buddha Gurung for Montreal Gas & Co., LLC, DBA Chevron Food Mart, located at 1109 Montreal Rd., Clarkston, GA 30021.

- C.** To consider the change of ownership and alcohol license application for Bishal Aryal for 935 Investments, LLC, DBA Stop & Save, located at 935 N. Indian Creek, Clarkston, GA 30021.
- D.** To consider the change of ownership and alcohol license application for Raj Limbu for Pulse Gas, LLC, DBA Brockett Shell and Food, located at 1307 Brockett Rd., Clarkston, GA 30021.
- E.** To consider a resolution appointing members to the Greenway Trail Steering Committee in support of Phase I of the Greenway Trails Project.
- F.** To consider an ordinance to amend the City of Clarkston Zoning Ordinance, Appendix A, Article VII to add a definition for Townhomes and amend definitions for Duplex, Triplex, Quadplex, and Multiple Family Dwelling.
- G.** To consider an ordinance to amend the City of Clarkston Zoning Ordinance, Appendix A, Article IV to add amend the Use Table to expand the allowance of duplexes, townhomes, and home occupations.
- H.** To consider an ordinance to amend the City of Clarkston Zoning Ordinance, Appendix A, Articles III, Sec. 305 to amend residential zoning district dimensional requirements in the NR-1, NR-2, and NR-3 zoning districts.
- I.** To consider an ordinance to amend the City of Clarkston Zoning Ordinance, Appendix A, Article III to update development standards for townhomes in the NR-CD, RC, and TC zoning districts.
- J.** To consider an ordinance to amend the City of Clarkston Zoning Ordinance, Appendix A, Article VI to amend the off-street parking requirements.
- K.** To consider a resolution awarding a professional service agreement to the most responsive and responsible bidder, Pond & Company, for the re-write of the City's Comprehensive Plan in the amount of \$151,458.00, to be funded out of the General Fund budget.
- L.** To consider a resolution requesting that a sound barrier be erected along the eastern right-of-way of Interstate 285.
- M.** To consider amending the Parks Master Plan to include consideration of the Clarkston Lake area.

9. ADJOURNMENT

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Meeting at 7:00 PM. on Tuesday, December 2, 2025. The public may participate in the meeting in-person or by using the following information below:

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_sWbUgXCIQHK3MmzAMRzecA

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



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	3A	Presentation/ Administrative Business	NO

SUBJECT: Presentation of C.A.R.E.S. Grant Awardees

PRESENTER CONTACT: City Manager, Miller-Thornton

PHONE NUMBER:

DEPARTMENT: City Manager's Office

PURPOSE: To present the winners of the second cycle of C.A.R.E.S. grant funding.

IMPACT:

FUNDING SOURCE:

RECOMMENDATION:



CITY COUNCIL

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AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	3B	Presentation/ Administrative Business	NO

SUBJECT: Employee of the Month — November 2025

PRESENTER CONTACT: Dr. Dwight L. Baker

PHONE NUMBER:

DEPARTMENT: Human Resources

PURPOSE:

To recognize and reward exceptional employee performance, fostering a culture of appreciation and motivation.

IMPACT:

- Highlighting outstanding contributions enhances employee morale and engagement.
- Celebrating achievements promotes a positive work environment and inspires others to excel.

FUNDING SOURCE: General Administration - Miscellaneous Expense - 100-01500-10-523910

RECOMMENDATION:

Announce the Employee of the Month during monthly Council meetings and through internal communications to ensure recognition is well-publicized.

The Employee of the Month will:

- Receive a \$50 gift card.
- Be featured in internal and social media communications.
- Designated Parking Space in Front of City Hall
- Become eligible for nomination as the Employee of the Year.



CITY COUNCIL

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AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	3C	Presentation/ Administrative Business	

SUBJECT: To approve the following meeting minutes:

1. November 6, 2025 - City Council Meeting
2. November 6, 2025 - Called City Council & Downtown Development Authority Meeting
3. November 14, 2025 - Special Called City Council Meeting
4. November 25, 2025 - City Council Work Session

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: City Clerk's Office

PURPOSE:

IMPACT:

FUNDING SOURCE:

RECOMMENDATION:

MINUTES OF A & DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON THURSDAY, NOVEMBER 6, 2025

On Thursday, November 6, 2025 at 6:00 PM, the City Council of Clarkston, Georgia met in a Special Session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Sharifa Adde; Yterenickia Bell; Jamie Carroll; Susan Hood; and Mark Perkins. Absent: None. The following City staff were present: ChaQuias Miller- Thornton (City Manager); Tomika R. Mitchell (City Clerk); Richard Edwards (Planning and Economic Development Director; Jacob Bouie (Economic Development Cooredinator); Christine Hudson (Police Chief); and Stephen Quinn (City Attorney).

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

1. CALL TO ORDER

2. ROLL CALL

All Councilmembers were present. Councilmember Bell was present online.

Mayor Burks and Dr. Garcia were present from the Downtown Development Authority.

3. NEW BUSINESS

- A.** To discuss the Downtown Development Authority's mission and vision statement.

Dr. Garcia from the Downtown Development Authority gave a brief overview of the strategic visioning for Clarkston's Downtown Development Authority and also provided potential policies and programs to support economic development and placemaking initiatives in the city.

The Council briefly discussed.

- B.** To discuss the Downtown Development Authority's Passport to Clarkston Project.

Dr. Garcia from the Downtown Development Authority provided a brief overview of the Passport to Clarkston Project, an initiative designed to help market local Clarkston businesses by encouraging residents to visit participating locations and collect rewards,

offering meaningful benefits for both businesses and the community.

The Council briefly discussed this matter.

- C.** To discuss the Downtown Development Authority and the City of Clarkston's relationship.

Dr. Garcia from the Downtown Development Authority provided a brief overview of the Authority's plan and approach to strengthening its relationship with the City of Clarkston. City Manager Miller-Thornton further clarified the Downtown Development Authority's holistic strategy for connecting developers and businesses.

Councilmember Bell entered the meeting in-person at 6:37 p.m.

The Council briefly discussed this matter.

Planning and Economic Development Director, Richard Edwards and Economic Development Coordinator, Jacob Bouie provided additional information pertaining to the strategic plan for the Downtown Development Authority.

- D.** To discuss the Downtown Development Authority's logo and branding.

Dr. Garcia from the Downtown Development Authority provided a brief overview of the potential logo for the Downtown Development Authority, explaining the logo anatomy, logo variations, colors, and the typography.

The Council briefly discussed this matter and recommended seeing the final drafted logo.

4. ADJOURNMENT

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

The meeting adjourned at 6:59 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

MINUTES OF A
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON THURSDAY, NOVEMBER 6, 2025

On Thursday, November 6, 2025 at 7:00 PM, the City Council of Clarkston, Georgia met in a Regular Session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Sharifa Adde; Yterenickia Bell; Jamie Carroll; Susan Hood; and Mark Perkins. Absent: None. The following City staff were present: ChaQuias Miller-Thornton (City Manager); Tomika R. Mitchell (City Clerk); Yolanda McGee (Equity, Diversity, and Inclusion Officer); Christine Hudson (Police Chief); Assistant Police Chief (Xavier Todd); Richard Edwards (Planning and Economic Development Director); Jacob Bouie (Economic Development Coordinator); Marcus Seaton (Interim Public Works Director); and Stephen Quinn (City Attorney).

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

1. CALL TO ORDER

The meeting was called to order at 7:06 p.m.

2. ROLL CALL

All Councilmembers were present.

Councilmember Perkins made a motion to add Item G. Executive Session, to discuss a personnel matter. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

3. PUBLIC HEARING

A. Public Comments on the Proposed FY 2026 Operating and Enterprise Fund Budgets.

City Manager Miller-Thornton provided a brief overview of the budget for Fiscal Year 2026.

The public hearing opened at 7:08 p.m. There were no public comments. The public hearing closed at 7:08 p.m.

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

A. Employee of the Month — October 2025

City Manager Miller-Thornton, recognized the October 2025 Employee of the Month, LaStacia Evans-Smith from the Finance Department, highlighting her hard work, dedication, and outstanding contributions to the City of Clarkston.

B. Police Department Awards

Assistant Police Chief Todd presented an award to the Police Department's Uniform Patrol Division in recognition of their exceptional performance in solving a recent case in the City of Clarkston.

C. Business of the Month — October 2025

Economic Development Coordinator Jacob Bouie recognized Famous Laundry Mat as the City of Clarkston's Business of the Month for October, providing a brief overview of the local business and its contributions to the city's vitality, growth, and community spirit. As the Business of the Month, Famous Laundry Mat will receive a certificate of recognition, be featured on the City's website and social media platforms, and become eligible for nomination as Business of the Year.

Councilmember Bell made a motion to move Items 9C and 9D to 4E and 4F, after the minutes. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

D. To approve the following minutes:

1. October 7, 2025 - City Council Meeting
2. October 28, 2025 - Special Called City Council Meeting (Budget Presentation)
3. October 28, 2025 - City Council Work Session

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

9. C. To consider a proclamation designating October as National Code Compliance Month.

Planning and Economic Development Director, Richard Edwards recognized and honored the City of Clarkston's Code Compliance team with a proclamation designating October as National Code Compliance Month.

9. D. To consider a proclamation designating October as National Community Planning Month.

Planning and Economic Development Director, Richard Edwards recognized and

honored the Community Planning Staff with a proclamation designating October as National Community Planning Month.

Councilmember Carroll made a motion to approve Items 9C and 9D. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

5. REPORTS

A. City Manager's Report

City Manager Miller Thornton provided an overview of several items, including contracts approved under the City Manager's spending authority, updates from the Communications Department, completed deliverables, departmental reports, and the culture-shifting plan.

B. City Attorney's Report

Attorney Stephen Quinn congratulated the re-elected and newly elected officials to the City of Clarkston.

C. City Council Reports

The Councilmembers provided brief updates on the meetings and events they attended, as well as the projects they are currently working on. They also expressed their appreciation to Police Chief Christine Hudson for her 16 years of dedicated service to the Clarkston Police Department and extended their congratulations on her retirement.

D. Mayor's Report

Mayor Burks provided a brief overview of meetings and events she attended and other news of the city. rking on. She also expressed her appreciation to Police Chief Christine Hudson for her 16 years of dedicated service to the Clarkston Police Department and extended her congratulations on her retirement.

6. PUBLIC COMMENTS

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

The following citizens provided public comments: Gladys Everson, Sean Waters, Robert Winfrey, Dean Moore, and Martha Brown.

7. OLD BUSINESS

There were no old business items to discuss.

8. CONSENT AGENDA

- A.** To approve a proclamation honoring the 100th Anniversary of the Clarkston Community Center.
- B.** To approve an ordinance to add Sec. 16-16 to the City Code to establish a Fee in Lieu of Sidewalk Construction Program.
- C.** To approve the Clarkston City Agriculture Plan.
- D.** To approve the official acceptance of the resignation of John Gagne from the Downtown Development Authority.
- E.** To approve the City Council appointment of Attorney Tunde Akinyele to the position of Ethics Hearing Officer.
- F.** To approve a resolution authorizing the award of a contract to Site Engineering, Inc., the most responsive and responsible bidder, for temporary repairs to the Norman Road Dam downstream embankment slope, in the amount of \$65,000 to be funded through SPLOST II.
- G.** To approve a resolution to declare a police weapon as surplus property for the City of Clarkston.
- H.** To approve the 2026 Holiday Schedule for the City of Clarkston.

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

9. NEW BUSINESS

- A.** To discuss the Proposed FY 2026 Operating & Enterprise Budgets.

Ms. Miller-Thornton provided a summary of the General Fund revenue and expenditures for fiscal year 2026.

Vice Mayor Johnson made a motion to keep the funding for Membership Dues for the position of the Mayor. Councilmember Hood duly seconded the motion. The council discussed the matter.

Councilmember Perkins made a motion to remove the \$2,325 in membership dues for the United States Conference of Mayors and change the \$1,000 to the African American Association to be used at the discretion of the Mayor. Due to no second on the motion, the motion failed.

Mayor Burks called for the vote on the original motion and declared the motion approved (4-2). Councilmembers Bell and Perkins voted "no".

The Council discussed the travel and training/education funding for the position of the Mayor and Councilmembers.

Councilmember Carroll made a motion to reduce travel and training/education to \$2,500. The Council discussed the travel and training/education budget for the Mayor and Council.

The Council requested cost trend information for attendance at the Georgia Municipal Association Convention. Councilmember Carroll withdrew his motion.

The Council also requested a comparison of actual expenses for the 2024 and 2025 Juneteenth event, noting that the budgeted amount for 2025 has tripled.

The Council also requested data to determine the impact of the Cares Grant to determine impact.

- B.** To consider a proclamation designating November as Native American Heritage Month.

Equity, Diversity and Inclusion Officer, Ms. Yolanda McGee provided a brief overview and history of Native American Heritage Month.

Councilmember Bell made a motion to approve a proclamation designating November as Native American Heritage Month. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

- C.** To consider a proclamation designating October as National Code Compliance Month.

This item was discussed under Item 4E.

- D.** To consider a proclamation designating October as National Community Planning Month.

This item was discussed under Item 4F.

- E.** To consider an alcohol license application for delivery services at GB License, LLC dba goPuff located at 808 Park North Blvd., Clarkston, GA 30021.

City Clerk, Tomika Mitchell stated the Alcohol Review Committee (ARC) reviewed a renewal alcohol license application submitted by GB License, LLC dba goPuff for delivery services at 808 Park North Blvd., Clarkston, GA 30021. The application requests approval for delivery services of beer, wine, and malt beverages under a new manager, David Onyskiw.

The Alcohol Review Committee confirmed that the business license has been issued and noted a change in management. A background check on the new manager, David Onyskiw revealed a reckless driving charge from 2020.

The Council briefly discussed.

Representative Elizabeth Mahoney provided comments on behalf of goPuff.

Vice Mayor Johnson made a motion to approve an alcohol license application for delivery services at GB License, LLC dba goPuff located at 808 Park North Blvd., Clarkston, GA 30021. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-1). Councilmember Adde abstained.

- F. To consider a resolution authorizing an emergency contract for the 40 Oaks Structure Encapsulation Project to be funded through SPLOST II.

Interim Public Works Director, Marcus Seaton provided a brief overview of this item.

The Council briefly discussed the 40 Oaks property and the current condition.

Lisa Williams and Dean Moore provided public comments pertaining to the 40 Oaks property.

Councilmember Carroll made a motion to defer this item to the November Work Session and December Council Meeting. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

EXECUTIVE SESSION

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

The City Council entered Executive Session at 9:49 p.m.

The City Council exited Executive Session at 10:36 p.m.

The Mayor stated no action will be taken from the Executive Session discussion.

10. ADJOURNMENT

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

The meeting adjourned at 10:37 p.m.

ATTEST:

Tomika R. Mitchell

Beverly H. Burks

City Clerk

Mayor

MINUTES OF A SPECIAL CALLED
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON FRIDAY, NOVEMBER 14, 2025

On Friday, November 14, 2025 at 10:00 AM, the City Council of Clarkston, Georgia met in a Special Session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Yterenickia Bell; Jamie Carroll; Susan Hood; and Mark Perkins. Absent: Sharifa Adde. The following City staff were present: ChaQuias Miller- Thornton (City Manager); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

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

1. CALL TO ORDER

The meeting was called to order at 10:00 a.m.

2. ROLL CALL

Vice Mayor Johnson and Councilmembers Adde and Carroll were absent during roll call.

3. EXECUTIVE SESSION

Councilmember Perkins made a motion to enter Executive Session to discuss a personnel matter. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (3-0). Vice Mayor Johnson and Councilmembers Adde and Carroll were absent.

A. To discuss a personnel matter.

The Council entered Executive Session at 10:05 a.m.

Councilmember Carroll entered Executive Session at 10:05 a.m.

Vice Mayor Johnson entered the Executive Session at 10:07 a.m.

The Council exited Executive Session at 11:19 a.m.

4. ADJOURNMENT

Councilmember Perkins made a motion to adjourn. Vice Mayor Johnson duly seconded

the motion. Mayor Burks called for the vote and declared the meeting adjourned (5-0). Councilmember Adde was absent.

The meeting adjourned at 11:20 a.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

MINUTES OF A WORK SESSION
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON TUESDAY, NOVEMBER 25, 2025

On Tuesday, November 25, 2025 at 7:00 PM, the City Council of Clarkston, Georgia met in a Work Session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Sharifa Adde; Yterenickia Bell; Jamie Carroll; Susan Hood; and Mark Perkins. Absent: None. The following City staff were present: ChaQuias Miller-Thornton (City Manager); Tomika R. Mitchell (City Clerk); Richard Edwards (Planning and Economic Development Director); and Stephen Quinn (City Attorney).

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

1. CALL TO ORDER

Mayor Burks called the meeting to order at 7:01 p.m.

2. ROLL CALL

Councilmember Carroll was absent during roll call.

Councilmember Perkins made a motion to add an item to the agenda, which would be Item 7C to discuss a change of ownership and alcohol license application for Raj Limbu for Pulse Gas, LLC. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved. (5-0)

3. PUBLIC HEARINGS

- A.** To hear public comments on the Proposed FY 2026 Operating and Enterprise Fund Budgets.

City Manager Miller-Thornton provided a brief overview of the budget for fiscal year 2026.

The public hearing opened at 7:15 p.m.

Dean Moore and Michelle Maseerjan presented comments pertaining to the budget.

The public hearing closed at 7:18 p.m.

- B.** To hear public comments on an ordinance to amend the City of Clarkston Zoning Ordinance, Appendix A, Article VII to add a definition for Townhomes and amend definitions for Duplex, Triplex, Quadplex, and Multiple Family Dwelling.

Planning and Economic Development Director, Richard Edwards provided a brief overview presenting the proposed text amendments to Appendix A. Article VII to provide clarity on definitions related to attached single-family dwellings. The current zoning code does not provide for a definition of townhomes and staff is proposing a text amendment to provide clarity for all future development. Staff proposed definitions for the following: Dwelling, townhome, Dwelling, triplex, Dwelling, two-family (duplex), and Dwelling, quadruplex.

The public hearing opened at 7:20 p.m.

Tim Hall expressed opposition to Items 3B–BF, Michelle Maserjan stated she was neutral on the item, and Dean Moore offered additional comments.

The public hearing closed at 7:26 pm.

- C.** To hear public comments on an ordinance to amend the City of Clarkston Zoning Ordinance, Appendix A, Article IV to add amend the Use Table to expand the allowance of duplexes, townhomes, and home occupations.

Planning and Economic Development Director, Richard Edwards provided an overview presenting the proposed text amendments to Appendix A. Article IV to expand the allowance of duplexes, townhomes, and home occupations within the Use Table.

The public hearing opened at 7:29 p.m.

Dean Moore and Robyn Sands provided public comments. Opposition to the item was expressed by Michelle Maserjan, Jean Hillyard, and Samia Abdulah.

The public hearing closed at 7:37 p.m.

- D.** To hear public comments on an ordinance to amend the City of Clarkston Zoning Ordinance, Appendix A, Articles III, Sec. 305 to amend residential zoning district dimensional requirements in the NR-1, NR-2, and NR-3 zoning districts.

Planning and Economic Development Director, Richard Edwards provided an overview of presenting the proposed text amendments to Appendix A. Articles III to update development standards related to duplexes and townhomes.

The public hearing opened at 7:40 p.m.

The following individuals opposed the amendment: Tim Hall, Dean Moore, Michelle

Maserjan, Vernetta Hill, Jean Hillyard, Robyn Sands, and Cora Hall.

The public hearing closed at 7:50 p.m.

- E.** To hear public comment on an ordinance to amend the City of Clarkston Zoning Ordinance, Appendix A, Article III to update development standards for townhomes in the NR-CD, RC, and TC zoning districts.

Planning and Economic Development Director, Richard Edwards provided an overview of presenting the proposed text amendments to Appendix A. Article III to update development standards related to townhomes.

The public hearing opened at 7:53 p.m.

The following individuals opposed the amendment: Dean Moore, Michelle Maserjan, Samia Abdullah, and Robyn Sands.

The public hearing closed at 8:00 p.m.

- F.** To hear public comments on an ordinance to amend the City of Clarkston Zoning Ordinance, Appendix A, Article VI to amend the off-street parking requirements.

Planning and Economic Development Director, Richard Edwards provided an overview presenting the proposed text amendments to Appendix A. Article IV to amend the off-street parking requirements.

The public hearing opened at 8:03pm

Dean Moore and Michelle Maserjan presented public comments.

The public hearing closed at 8:07pm

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

5. PUBLIC COMMENTS

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

Mayor Burks read the public comments language pertaining to the Work Session.

Councilmember Perkins exited the meeting at 8:09 a.m.

6. OLD BUSINESS

- A.** To discuss the Proposed FY 2026 Operating & Enterprise Budgets.

City Manager Miller-Thornton provided a brief overview of the fiscal year 2026 budget.

The Council briefly discussed this matter.

Councilmember Perkins entered the meeting at 8:10 a.m.

Ms. Miller-Thornton also provided responses to citizens' comments and questions that were presented during the public hearing.

Samia Abdullah and Jean Hillard provided public comments.

This item will be on the December 2, 2025, City Council Meeting agenda for adoption.

- B.** To discuss a resolution to request the Georgia General Assembly to adjust the Clarkston municipal boundaries to facilitate the delivery of municipal services.

Councilmember Perkins requested that the Georgia General Assembly adjust Clarkston's municipal boundaries to fully incorporate parcels that currently pay Clarkston Ad Valorem Tax to improve municipal service delivery. He provided a brief history of the issue, noting that several parcels are positioned along the Clarkston–county property line.

The Council briefly discussed this matter.

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

- C.** To discuss the 40 Oaks Property.

Interim Public Works Director, Marcus Seaton, provided a brief overview of the 40 Oaks property stating that encapsulating the sides of the house is not feasible due to the asbestos in the wood lap siding, which would pose a health risk if disturbed.

Mr. Seaton stated he and City Engineer, Larry Kaiser with Collaborative Infrastructure Services, met with two contractors, Griffin Consulting and Contracting and J.M. Lee Construction. Griffin Consulting and Contracting submitted a bid of \$36,275 and J.M. Lee Construction submitted a bid of \$26,000.

The Council briefly discussed this item.

Lisa Williams provided a presentation to clarify the current use of Forty Oaks Nature Preserve and the vision for the future.

City Engineer, Larry Kaiser provided a brief overview of the history of this item and the cost estimates from 2018 to current of what it would cost to rehabilitate the property.

Robyn Sands provided public comments.

7. NEW BUSINESS

- A.** To discuss the change of ownership and alcohol license application for Buddha Gurung for Montreal Gas & Co., LLC, DBA Chevron Food Mart, located at 1109 Montreal Rd., Clarkston, GA 30021.

City Clerk, Tomika Mitchell stated the owner of Pulse Gas, LLC submitted an application for an alcohol license. The request was due to a change of ownership for the sale of beer, wine, and malt beverages at the gas station and convenience store, formerly known as Jocelyn USA, Inc., DBA Brockett Food Mart.

The Alcohol Review Committee (ARC) received and reviewed the new alcohol license application and verified the business license has been issued, all on-site inspections and measurements have been performed, background checks were conducted and passed, and zoning compliance has been performed.

The ARC has determined that the change of ownership application complies with all requirements and recommends approval of the alcohol license application.

Dean Moore provided public comments.

City Attorney, Stephen Quinn provided clarity on the ordinance pertaining to grandfathered change of ownership applications.

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

- B.** To discuss the change of ownership and alcohol license application for Bishal Aryal for 935 Investments, LLC, DBA Stop & Save, located at 935 N. Indian Creek, Clarkston, GA 30021.

City Clerk, Tomika Mitchell stated the owner of Montreal Gas & Co., LLC submitted an application for an alcohol license. The request was due to a change of ownership for the sale of beer, wine, and malt beverages at the gas station and convenience store, formerly known as Thulung Bros, LLC.

The Alcohol Review Committee (ARC) received and reviewed the new alcohol license application and verified the business license has been issued, all on-site inspections and measurements have been performed, background checks were conducted and passed, and zoning compliance has been performed.

The ARC has determined that the change of ownership application complies with all requirements and recommends approval of the alcohol license application.

Dean Moore provided public comments.

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

The next item was added to the agenda by vote at the beginning of the meeting.

To discuss the change of ownership and alcohol license application for Raj Limbu for Pulse Gas, LLC, DBA Brockett Shell and Food, located at 1307 Brockett Rd., Clarkston, GA 30021.

City Clerk, Tomika Mitchell stated the owner of Pulse Gas, LLC submitted an application for an alcohol license. The request was due to a change of ownership for the sale of beer, wine, and malt beverages at the gas station and convenience store, formerly known as Brockett Shell and Food.

The Alcohol Review Committee (ARC) received and reviewed the new alcohol license application and verified the business license has been issued, all on-site inspections and measurements have been performed, background checks were conducted and passed, and zoning compliance has been performed.

The ARC has determined that the change of ownership application complies with all requirements and recommends approval of the alcohol license application.

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

- C.** To discuss a resolution to appoint members to the Greenway Trail Steering Committee in support of Phase I of the Greenway Trails Project.

City Manager Ms. Miller-Thornton explained that the purpose of this item is to appoint members who will represent the Clarkston community by providing strategic guidance on the engineering design and public outreach for the Phase I Concept Plans, ensuring that the trail project aligns with the community's vision and objectives. She also outlined the key responsibilities of the committee.

The steering committee is expected to meet twice over a 15-month period, with each meeting lasting approximately two hours.

Upon approval of the steering committee by the Mayor and Council, staff will move forward with scheduling the first meeting in either December 2025 or January 2026.

The Council briefly discussed this matter.

This item will be added to the agenda for the next City Council meeting.

- D.** To discuss the proposed 2026 City Council Regular Meeting and Work Session dates.

Ms. Mitchell presented the proposed 2026 City Council Regular Meeting and Work Session dates and recommended shifting the June and November Work Session dates

back by one week, to June 23 and November 17.

The Council briefly discussed this matter.

This item will be included on the next City Council meeting agenda under the Consent Agenda.

- E.** To discuss an ordinance to amend the City of Clarkston Zoning Ordinance, Appendix A, Article VII to add a definition for Townhomes and amend definitions for Duplex, Triplex, Quadplex, and Multiple Family Dwelling.

The Council briefly discussed the terminology related to attached single-family dwelling types. Specifically, discussing the amendments that were intended to establish distinct definitions for “townhome,” “duplex,” “triplex,” and “quadruplex” dwellings to ensure consistent interpretation and application of zoning provisions. The definitions will provide a standardized framework for evaluating future residential development proposals and enhance the clarity of the zoning code.

Dean Moore and Jean Hillyard provided public comments.

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

- F.** To discuss an ordinance to amend the City of Clarkston Zoning Ordinance, Appendix A, Article IV to add amend the Use Table to expand the allowance of duplexes, townhomes, and home occupations.

The Council briefly discussed the proposed text amendments to Appendix A, Article IV of the Zoning Ordinance, which would expand the allowance of duplexes, townhomes, and home occupations within the Use Table. The amendments are intended to promote housing diversity, support mixed-use development, and encourage small-scale home occupations. Allowing these uses in additional districts would increase housing options, strengthen neighborhood vitality, and better align the Use Table with existing zoning provisions.

Dean Moore, Robyn Sands, and Jean Hillyard provided public comments.

This matter will be placed on the next City Council meeting agenda.

- G.** To discuss an ordinance to amend the City of Clarkston Zoning Ordinance, Appendix A, Articles III, Sec. 305 to amend residential zoning district dimensional requirements in the NR-1, NR-2, and NR-3 zoning districts.

The Council briefly discussed the proposed text amendments to Appendix A, Article III of the Zoning Ordinance to update development standards related to duplexes and townhomes. The amendments will support the creation of more attainable housing options, promote efficient land use, and better reflect existing neighborhood patterns

while maintaining design quality and consistency with the City's 2040 Comprehensive Plan.

Dean Moore presented public comments.

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

- H.** To discuss an ordinance to amend the City of Clarkston Zoning Ordinance, Appendix A, Article III, Sec. 314 to update development standards for townhomes in the NR-CD, RC, and TC zoning districts.

The Council briefly discussed the proposed text amendments to Appendix A, Article III of the Zoning Ordinance to update development standards related to townhomes in the Mixed Use zoning districts.

The proposed amendments modernize dimensional and design standards for townhome development within the NR-CD, RC, and TC zoning districts. Updates to lot size, site area, setbacks, building height, and separation requirements will enhance design flexibility, encourage high-quality infill development, and support mixed-use, pedestrian-oriented neighborhoods. These changes align with the City's 2040 Comprehensive Plan and Zoning Code by promoting diverse housing options and advancing the community's vision for compact, well-designed, and inclusive growth.

Tim Hall and Coral Hall presented public comments.

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

- I.** To discuss an ordinance to amend the City of Clarkston Zoning Ordinance, Appendix A, Article VI to amend the off-street parking requirements.

The Council briefly discussed the proposed text amendments to Appendix A, Article IV of the Zoning Ordinance to update and clarify off-street parking requirements. The proposed amendments modernize and streamline the City's off-street parking standards to better reflect current development patterns and residential needs. By aligning parking ratios with national best practices, the changes will promote more efficient land use, support housing affordability, and reduce excessive impervious surface area. These updates will also improve clarity and consistency in the Zoning Ordinance, supporting the City's broader goals for sustainable and balanced community development.

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

- J.** To discuss a resolution awarding a professional service agreement to the most responsive and responsible bidder, F.S. Scarborough, LLC., to provide resurfacing, striping, street patching and related tasks as specified in the GDOT Local Road Assistance (LRA) 2025 Street Resurfacing Invitation-to-Bid in the amount of \$284,704.22, to be funded out of SPLOST II.

City Engineer Larry Kaiser provided a brief overview of the item and recommended that the Council select the most responsive and responsible bidder, F.S. Scarborough, LLC, to perform resurfacing, striping, street patching, and related tasks as outlined in the GDOT Local Road Assistance (LRA) 2025 Street Resurfacing Project, in the amount of \$284,704.22.

Dean Moore and Michelle Maserjan provided public comments on this item.

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

- K.** To discuss a resolution awarding a professional services agreement to the most responsive and responsible bidder, Hasbun Construction, LLC, for the construction of gazebos and related streetscape amenity installations on Market Street in the amount of \$82,073.28, to be funded out of SPLOST I.

City Engineer Larry Kaiser provided a brief overview of the item and recommended that the Council select the most responsive and responsible bidder, Hasbun Construction, LLC for the construction of gazebos and related streetscape amenity installations on Market Street, in the amount of \$82,073.28, to be funded out of SPLOST I.

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

- L.** To discuss a resolution awarding a professional services agreement to the most responsive and responsible bidder, Freese & Nichols, to provide Conceptual Design Services for the Norman Rd. Dam Rehabilitation/Replacement Project in the amount of \$402,958.00, to be funded out of SPLOST II.

City Engineer Larry Kaiser provided a brief overview of the item and recommended that the Council select the most responsive and responsible bidder, Freese & Nichols, to provide Conceptual Design Services for the Norman Rd. Dam Rehabilitation/Replacement Project, in the amount of \$402,958.00, to be funded out of SPLOST II.

Sean Waters and Cathy Burroughs provided public comments.

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

- M.** To discuss a resolution awarding a professional service agreement to the most responsive and responsible bidder, Pond & Company, for the re-write of the City's Comprehensive Plan in the amount of \$151,458.00, to be funded out of the professional services line item in the Planning & Economic Development budget.

City Engineer Larry Kaiser provided a brief overview of the item and recommended that the Council select the most responsive and responsible bidder, Pond & Company, for the re-write of the City's Comprehensive Plan, in the amount of \$151,458.00, to be funded out of the General Fund.

Randy Gibbs from Pond and Co. provided comments on this item.

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

- N.** To discuss a resolution awarding a professional service agreement to the most responsive and responsible bidder, KB Advisory Group, to complete an Annexation Feasibility Study in the amount of \$87,000.00, to be funded out of professional services line item in the Planning and Economic Development budget.

City Engineer Larry Kaiser provided a brief overview of the item and recommended that the Council select the most responsive and responsible bidder, KB Advisory Group, to complete an Annexation Feasibility Study, in the amount of \$87,000.00, to be funded out of the General Fund.

Kate Wilson and Eric with Penadleton Group provided information on the scope of work for conducting the annexation feasibility study.

Robert Wynfrey, Dean Moore, Kate Wilson, provided comments on this item.

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

- O.** To discuss the Georgia Department of Transportation (GDOT) 2026 Local Maintenance Improvement Grant (LMIG) Potential Projects and LMIG Application Submittal to GDOT.

City Engineer, Larry Kaiser provided an overview of this item and identified the Georgia Department of Transportation (GDOT) Local Maintenance Improvement Grant (LMIG) streets to be milled and resurfaced utilizing the state's LMIG funding allocation of \$125,000 with a minimum contract amount of \$162,500.

Mr. Kaiser recommended to "rollover" the LMIG 2026 allocation to FY 2027. A majority of the remaining streets to be resurfaced are in "fair to good" condition. Of the streets with a "3 to 4" condition rating, the heavily traveled corridor of North Indian Creek Drive/Montreal Rd corridor from East Ponce de Leon to the city limits of Tucker, has shown significant pavement deterioration over the past 2 years. Staff will note that significant street asphalt patching on this corridor will be required over this 2-year time frame. The areas of asphalt patching will increase at a greater rate of deterioration if the city experiences frequent wet and freezing temperature cycles.

The Council briefly discussed this item.

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

- P.** To discuss a resolution requesting sound barriers along the Clarkston side of Highway 285.

Councilmember Carroll stated this item was a request for a resolution requesting a sound barrier along the Clarkston side of Highway 285 when the additional lane is added. Clarkston residents have long been disturbed by the noise of Highway 285. Congressman Hank Johnson's office has indicated that the best chance for federal funding of a sound barrier along Highway 285 is when the lane is added to Highway 285. Research has also shown that the sound barriers may reduce pollution from the nearby highway.

The Council briefly discussed this matter.

This item will be placed on the next Council agenda.

- Q.** To discuss a resolution to amend the Parks Master Plan to include consideration of the Milam Lake area.

Councilmember Carroll provided a brief overview of this item requesting an amendment to the Parks Master Plan to add the Milam (Clarkston) Lake area (on the other side of Norman Rd.) to the Parks Master Plan. Residents of the Milam Lake area have indicated an interest in having some public events on the Milam Lake, but residents have mixed feelings about what events should be allowed. The Parks Master Plan will give the city feedback on what the residents of the Milam Lake area want done with the lake area in terms of public events.

Cathy Burroughs provided comments on this item.

Councilmember Bell made a motion to extend the meeting by 7 minutes. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved. (6-0)

The following citizens provided public comments: Sean Waters, Dean Moore, Sam Bates, Robert Wynfrey, Marlin Bates, and Catherine Morgan.

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

- R.** To discuss a Letter of Support for Heavenly Culture, World Peace, Restoration of Light (HWPL) Georgia.

Councilmember Bell provided a brief overview of this item stating the purpose of the support letter is to work with HWPL Georgia over the summer to cultivate a curriculum and ambassador "peace" effort in Clarkston. Councilmember Bell plans to work with

HWPL Georgia over the summer to cultivate a curriculum and ambassador "peace" effort in Clarkston that will not require city staff time, but we may want to promotion of advertisement. Additionally, DeKalb County signed a proclamation this summer and plans to work with them as well.

Elizabeth D., representative from HWPL provided a brief overview of the organization.

The Council briefly discussed this matter.

This item was placed on the next City Council agenda under the Consent Agenda.

8. ADJOURNMENT

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

The meeting adjourned at 10:54 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	6A	Old Business Items	NO

SUBJECT: To consider a resolution requesting the Georgia General Assembly to adjust the Clarkston municipal boundaries to facilitate the delivery of municipal services.

PRESENTER CONTACT: Councilmember Mark Perkins

PHONE NUMBER:

DEPARTMENT: Mayor/ City Council

PURPOSE: To request that the Georgia General Assembly adjust the Clarkston municipal boundaries to fully incorporate parcels that currently pay Clarkston Ad Valorem Tax in order to facilitate the delivery of municipal services.

IMPACT: When the City of Clarkston was incorporated in 1882 it was a railroad stop surrounded by farmland. The original municipal boundaries were described by a radius of one mile from the railroad stop. Over the years, the original land lots in Clarkston have been subdivided into much smaller lots and developed. While the City's boundaries have changed via annexations in some areas, in other areas the original municipal boundary line remains.

Today the places where the original city limits line remains the boundary has become problematic because this curved line does not align with current lot lines. The result is that there are several parcels that pay City taxes and receive municipal services from the City of Clarkston but are not entirely within the City according to the current legal

description of the city limits. This situation has created confusion in issues ranging from voter registration and the provision of municipal services, such as the timely dispatch of emergency response services.

This change will not have an impact on taxes paid by any residents, or taxes received by the city or county, and will resolve these issues moving forward.

FUNDING SOURCE: N/A

RECOMMENDATION: N/A

RESOLUTION NO. _____

A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO REQUEST THAT THE GEORGIA GENERAL ASSEMBLY ADJUST THE CLARKSTON MUNICIPAL BOUNDARIES TO FULLY INCORPORATE 25 PARCELS THAT CURRENTLY PAY CLARKSTON AD VALOREM TAX IN ORDER TO FACILITATE THE DELIVERY OF MUNICIPAL SERVICES.

WHEREAS, when the City of Clarkston was incorporated in 1882 the original municipal boundaries were described by a radius of one mile from a center point; and

WHEREAS, the City's boundaries have changed via annexations in some areas but in other areas the original municipal boundary line remains; and

WHEREAS, today the places where the original city limits line remains the boundary have become problematic because this curved line does not align with current lot lines; and

WHEREAS, as parcels have been subdivided and developed over time, this has resulted in there being several parcels that pay City taxes and receive municipal services from the City of Clarkston but are not entirely within the City according to the current legal description of the city limits; and

WHEREAS, this situation is very concerning to the Clarkston City Council because it may create confusion in the provision of municipal services, particularly emergency response services; and

WHEREAS, the City has identified twenty-five (25) parcels that currently pay Clarkston ad valorem taxes but are not entirely within the City; and

WHEREAS, these parcels are listed on Exhibit A hereto and their locations are depicted on the map attached hereto as Exhibit B; and

WHEREAS, the Clarkston City Council desires to bring these parcels entirely within the City to clarify and facilitate the provision of municipal services; and

WHEREAS, bringing these twenty-five parcels fully within the City limits will not result in any property owner having to pay any additional tax or a change in voting district for any resident.

NOW THEREFORE, BE IT RESOLVED that the Clarkston City Council does hereby respectfully request that the 2025 Georgia General Assembly act to adjust the City's municipal boundaries by annexing the entirety of each of the twenty-five parcels identified by the Exhibits hereto into the City of Clarkston.

SO RESOLVED this _____ day of _____, 2025

CLARKSTON CITY COUNCIL

Mayor Beverly H. Burks

ATTEST:

Tomika Mitchell, City Clerk

EXHIBIT A

Parcel #	Parcel ID	Address	Tax District
1	<u>18 067 03 010</u>	3701 DEBELLE STREET	34
2	<u>18 067 03 013</u>	3925 MARKET ST	34
3	<u>18 067 03 012</u>	3931 MARKET ST	34
4	<u>18 067 03 019</u>	881 N INDIAN CREEK DR	34
5	<u>18 067 01 015</u>	890 N INDIAN CREEK DR	34
6	<u>18 066 02 030</u>	862 JOLLY AVE S	34
7	<u>18 066 02 031</u>	870 JOLLY AVE S	34
8	<u>18 066 02 029</u>	854 JOLLY AVE S	34
9	<u>18 095 01 042</u>	957 TEXEL LANE	34
10	<u>18 095 04 001</u>	954 TEXEL LANE	34
11	<u>18 095 04 002</u>	1029 NIELSEN DRIVE	34
12	<u>18 095 04 004</u>	3873 NIELSEN COURT	34
13	<u>18 095 04 003</u>	3865 NIELSEN COURT	34
14	<u>18 096 27 026</u>	1062 NIELSEN DRIVE	34
15	<u>18 095 09 007</u>	1070 NIELSEN DRIVE	34
16	<u>18 095 09 010</u>	1092 NIELSEN DRIVE	34
17	<u>18 096 27 021</u>	1127 CLEAVEMARK DRIVE	34
18	<u>18 096 27 038</u>	1129 CLEAVEMARK DRIVE	34
19	<u>18 096 27 024</u>	1141 CLEAVEMARK DRIVE	34
20	<u>18 096 27 025</u>	1143 CLEAVEMARK DRIVE	34
21	<u>18 119 08 023</u>	1145 CLEAVEMARK DRIVE	34
22	<u>18 119 08 027</u>	4133 CHURCH STREET	34A
23	<u>18 119 08 007</u>	4159 CHURCH STREET	34A
24	<u>18 067 02 004</u>	3787 EAST AVENUE	34
25	<u>18 067 02 002</u>	3801 EAST AVENUE	34

EXHIBIT B

RESOLUTION NO. _____

A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO REQUEST THAT THE GEORGIA GENERAL ASSEMBLY ADJUST THE CLARKSTON MUNICIPAL BOUNDARIES TO FULLY INCORPORATE 20 PARCELS THAT CURRENTLY PAY CLARKSTON AD VALOREM TAX IN ORDER TO FACILITATE THE DELIVERY OF MUNICIPAL SERVICES.

WHEREAS, when the City of Clarkston was incorporated in 1882 the original municipal boundaries were described by a radius of one mile from a center point; and

WHEREAS, the City's boundaries have changed via annexations in some areas but in other areas the original municipal boundary line remains; and

WHEREAS, today the places where the original city limits line remains the boundary have become problematic because this curved line does not align with current lot lines; and

WHEREAS, as parcels have been subdivided and developed over time, this has resulted in there being several parcels that pay City taxes and receive municipal services from the City of Clarkston but are not entirely within the City according to the current legal description of the city limits; and

WHEREAS, this situation is very concerning to the Clarkston City Council because it may create confusion in the provision of municipal services, particularly emergency response services; and

WHEREAS, the City has identified twenty (20) parcels that currently pay Clarkston ad valorem taxes but are not entirely within the City; and

WHEREAS, these parcels are listed on Exhibit A hereto and their locations are depicted on the map attached hereto as Exhibit B; and

WHEREAS, the Clarkston City Council desires to bring these parcels entirely within the City to clarify and facilitate the provision of municipal services; and

WHEREAS, bringing these twenty parcels fully within the City limits will not result in any property owner having to pay any additional tax or a change in voting district for any resident.

NOW THEREFORE, BE IT RESOLVED that the Clarkston City Council does hereby respectfully request that the 2025 Georgia General Assembly act to adjust the City's municipal boundaries by annexing the entirety of each of the twenty parcels identified by the Exhibits hereto into the City of Clarkston.

SO RESOLVED this _____ day of _____, 2025

CLARKSTON CITY COUNCIL

Mayor Beverly H. Burks

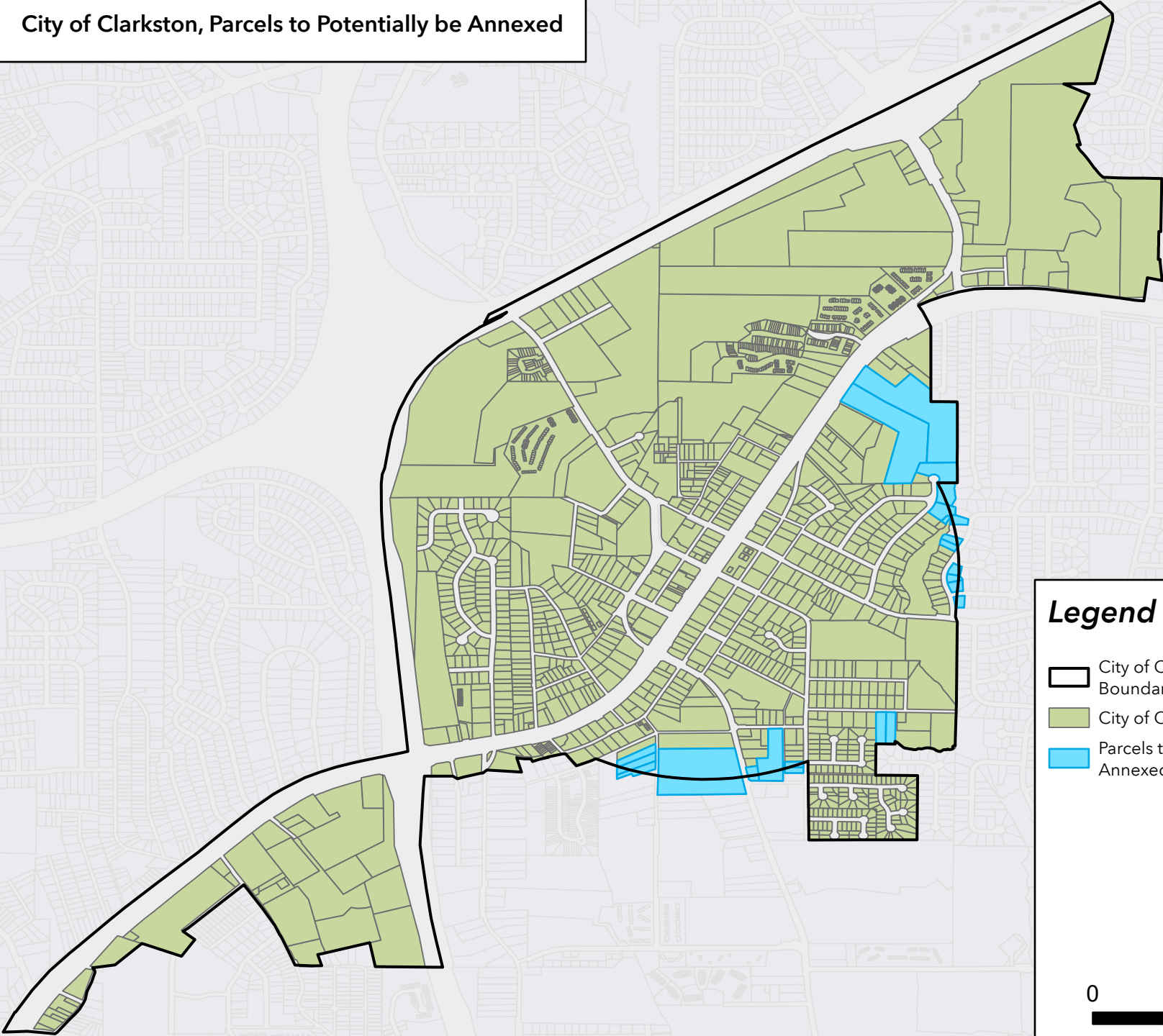
ATTEST:

Tomika Mitchell, City Clerk

EXHIBIT A

Parcel #	Parcel ID	Address	Tax District
1	<u>18 067 03 010</u>	3701 DEBELLE STREET	34
2	<u>18 067 03 013</u>	3925 MARKET ST	34
3	<u>18 067 03 012</u>	3931 MARKET ST	34
4	<u>18 067 03 019</u>	881 N INDIAN CREEK DR	34
5	<u>18 067 01 015</u>	890 N INDIAN CREEK DR	34
6	<u>18 066 02 030</u>	862 JOLLY AVE S	34
7	<u>18 066 02 031</u>	870 JOLLY AVE S	34
8	<u>18 066 02 029</u>	854 JOLLY AVE S	34
9	<u>18 095 01 042</u>	957 TEXEL LANE	34
10	<u>18 095 04 001</u>	954 TEXEL LANE	34
11	<u>18 095 04 002</u>	1029 NIELSEN DRIVE	34
12	<u>18 095 04 004</u>	3873 NIELSEN COURT	34
13	<u>18 095 04 003</u>	3865 NIELSEN COURT	34
14	<u>18 096 27 026</u>	1062 NIELSEN DRIVE	34
15	<u>18 095 09 007</u>	1070 NIELSEN DRIVE	34
16	<u>18 095 09 010</u>	1092 NIELSEN DRIVE	34
17	<u>18 096 27 021</u>	1127 CLEAVEMARK DRIVE	34
18	<u>18 096 27 038</u>	1129 CLEAVEMARK DRIVE	34
19	<u>18 096 27 024</u>	1141 CLEAVEMARK DRIVE	34
20	<u>18 096 27 025</u>	1143 CLEAVEMARK DRIVE	34

EXHIBIT B



Legend

-  City of Clarkston Boundary
-  City of Clarkston
-  Parcels to Potentially be Annexed



0 0.25 0.5 Miles

#	Parcel ID	Address	Tax Distri ct	Eligible	Impacted Voters	Notes
1	18 067 03 010	3701 Debelle Street	34	Partial	10+	Fox Trail Apartments
2	18 067 03 013	3925 Market St	34	Yes	-	
3	18 067 03 012	3931 Market St	34	No	2	
4	18 067 03 019	881 N Indian Creek Dr	34	Unknown	?	Undeveloped lot
5	18 067 01 015	890 N Indian Creek Dr	34	Unknown	?	Atlanta School for the Deaf
6	18 066 02 030	862 Jolly Ave S	34	Unknown	?	
7	18 066 02 031	870 Jolly Ave S	34	Yes	-	
8	18 066 02 029	854 Jolly Ave S	34	Unknown	?	
9	18 095 01 042	957 Texel Lane	34	No	3	
10	18 095 04 001	954 Texel Lane	34	Yes	-	
11	18 095 04 002	1029 Nielsen Drive	34	Yes	-	Small parcel behind 1129
12	18 095 04 004	3873 Nielsen Court	34	No	1	<i>Not on original list but discovered to be in city tax district</i>
13	18 095 04 003	3865 Nielsen Court	34	Yes	-	
14	18 096 27 026	1062 Nielsen Drive	34	Yes	-	
15	18 095 09 007	1070 Nielsen Drive	34	Yes	-	
16	18 095 09 010	1092 Nielsen Drive	34	No	1	
17	18 096 27 021	1127 Cleavemark Drive	34	Yes	-	
18	18 096 27 038	1129 Cleavemark Drive	34	Unknown	?	Small parcel behind 1127 Cleavemark
19	18 096 27 024	1141 Cleavemark Drive	34	No	1	
20	18 096 27 025	1143 Cleavemark Drive	34	Unknown	?	Small parcel along creek behind 1141 Cleavemark
21	18 119 08 023	1145 Cleavemark Drive	34	Yes	-	Fully annexed in 2021, but Dekalb reports they do not have clear records

22	18 119 08 027	4133 Church Street	34A	Yes	-	Fully annexed but Dekalb reports they do not have clear records
23	18 119 08 007	4159 Church Street	34A	Yes	-	Fully annexed but Dekalb reports they do not have clear records
24	18 067 02 004	3787 East Avenue	34	Yes	-	Fully annexed but Dekalb reports they do not have clear records
25	18 067 02 002	3801 East Avenue	34	Yes	-	Fully annexed but Dekalb reports they do not have clear records

Footnotes

1. All parcels in request are in the Clarkston tax district and are paying city taxes.
2. Parcels highlighted red have been previously annexed, and show up as being fully in the city on the county GIS, but for some reason are coming up as partially in and partially outside the city.
3. Voters were considered eligible if they were listed in the Clarkston municipality but were only counted if they were not listed in the city. These numbers do not reflect a total count of everyone who could be POTENTIALLY impacted as the data available is only for REGISTERED voters. Addresses without any registered voters were marked as Unknown.
4. Data sources include Dekalb County GIS, Dekalb Tax Commissioner's Office, State Voter Registration Records, and County Voting Precinct Map.

Parcel #	Parcel ID	Address	Unit #	Tax District	Voting Precinct	Municipality	Registered Voters	Type	Notes
1	18 067 03 010	3701 Debelle Street	852	34	Unknown	Unknown		Multi-Family	Fox Trail Apartments and unit numbers
			850	34	Unknown	Unknown		Multi-Family	
			848	34	Unknown	Unknown		Multi-Family	
			846	34	Unknown	Unknown		Multi-Family	
			844	34	Jb	None	2	Multi-Family	
			842	34	Jb	None	4	Multi-Family	
			840	34	Unknown	Unknown		Multi-Family	
			838	34	Unknown	Unknown		Multi-Family	
			836	34	Jb	None	1	Multi-Family	
			847	34	Unknown	Unknown		Multi-Family	
			845	34	Jb	None	1	Multi-Family	
			843	34	Unknown	Unknown		Multi-Family	
			841	34	Unknown	Unknown		Multi-Family	
			837	34	Jb	None	2	Multi-Family	
			839	34	Unknown	Unknown		Multi-Family	
			835	34	Unknown	Unknown		Multi-Family	

2	18 067 03 013	3925 Market St	34	Cy	Clarkston		Single Family	
3	18 067 03 012	3931 Market St	34	Jb	None	2	Single Family	
4	18 067 03 019	881 N Indian Creek Dr	34	Unknown	Unknown		Single Family	Undeveloped lot
5	18 067 01 015	890 N Indian Creek Dr	34	Unknown	Unknown		N/A	Atlanta School for the Deaf
6	18 066 02 030	862 Jolly Ave S	34	Unknown	Unknown		Single Family	
7	18 066 02 031	870 Jolly Ave S	34	Cy	Clarkston		Single Family	
8	18 066 02 029	854 Jolly Ave S	34	Unknown	Unknown		Single Family	
9	18 095 01 042	957 Texel Lane	34	Jb	None	3	Single Family	
10	18 095 04 001	954 Texel Lane	34	Ck	Clarkston		Single Family	
11	18 095 04 002	1029 Nielsen Drive	34	Ck	Clarkston		Single Family	
12	18 095 04 004	3873 Nielsen Court	34	Jb	None	1	Single Family	<i>Not on original list but discovered to be in city tax district</i>
13	18 095 04 003	3865 Nielsen Court	34	Ck	Clarkston		Single Family	
14	18 096 27 026	1062 Nielsen Drive	34	Ck	Clarkston		Single Family	
15	18 095 09 007	1070 Nielsen Drive	34	Ck	Clarkston		Single Family	

16	18 095 09 010	1092 Nielsen Drive 1127	34	Jb	None	1	Single Family	
17	18 096 27 021	Cleavemark Drive 1129	34	Ck	Clarkston		Single Family	
18	18 096 27 038	Cleavemark Drive 1141	34	Unknown	Unknown		Small parcel behind 1127 Cleavemark	
19	18 096 27 024	Cleavemark Drive 1143	34	Jb	None	1	Single Family	
20	18 096 27 025	Cleavemark Drive 1145	34	Unknown	Unknown		Single Family	Small parcel along creek
21	18 119 08 023	Cleavemark Drive 4133	34	Ck	Clarkston		Single Family	Fully annexed in 2021, but Dekalb reports they do not have clear records
22	18 119 08 027	Church Street 4159	34A	Ck	Clarkston		Multi-Family	Fully annexed but Dekalb reports they do not have clear records
23	18 119 08 007	Church Street	34A	Ck	Clarkston		Multi-Family	Fully annexed but Dekalb reports they do not have clear records
24	18 067 02 004	3787 East Avenue	34	Cy	Clarkston		Single Family	Fully annexed but Dekalb reports they do not have clear records
25	18 067 02 002	3801 East Avenue	34	Cy	Clarkston		Single Family	Fully annexed but Dekalb reports they do not have clear records



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	6B	Old Business Items	NO

SUBJECT: To consider a resolution authorizing an emergency contract for the 40 Oaks Structure Encapsulation Project to be funded through SPLOST II.

PRESENTER CONTACT: Marcus Seaton

PHONE NUMBER: 678-431-1538

DEPARTMENT: Public Works

PURPOSE: To protect the 40 Oaks House (aka Smith House) from further structural deterioration due to water penetration through various areas of partial roof collapse.

IMPACT: The front/back porch and kitchen roof areas have exhibited significant structural failure. To minimize further impact of water penetration and further deterioration of these areas, and more importantly protection of the “original” structure of the house, staff recommends encapsulating the entire roof of the house. Although the exterior wood lap siding appears to allow some minimal degree of moisture, a 100% thermal barrier through encapsulating all sides is cost prohibitive primarily due to the asbestos that is contained within this siding material. Encapsulating the sides would require penetration into the lap siding. Any form of securing the tarp to the wood lap siding will result in asbestos exposure.

It should be noted that the tarp for the roof structure is a heavy-duty white vinyl coated PVC material that will last for several years. It’s a FEMA recommended material. The

tarp will be attached to the house fascia, soffit where no lead or asbestos exists. The project scope and specifications are detailed and specific as to the tarp material, installation and 1 year of maintenance by the contractor in the event the tarp detaches from the roof. The tarp material is 20 mils thick, waterproof, fire retardant, mildew/acid and UV resistant. The “method and means” for the installation are the responsibility of the selected contractor.

FUNDING SOURCE: Funding source for this project would be SPLOST II. The 40 Oaks House was identified as a Parks & Recreational Category in the SPLOST II Program. Bid scope requires completion within 30 days of NTP issuance and \$250/day liquidated damages.

RECOMMENDATION: NEXT STEPS: (1) Contingent on council approval, prepare a contract for signature at the November 6 council meeting, (2) If approved in November, obtain all bonding and issue a NTP in November

Attachments: Exhibit A – Existing Images









NATIONAL
RENT-A-FENCE
800-352-5675

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZING AN EMERGENCY CONTRACT WITH _____ FOR THE 40 OAKS STRUCTURE ENCAPSULATION PROJECT.

* * * * *

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

Section 1. That the City Council authorizes an emergency contract with _____ for the 40 Oaks Structure Encapsulation Project in the amount of \$_____ to be funded out of SPLOST II. A copy of said contract is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

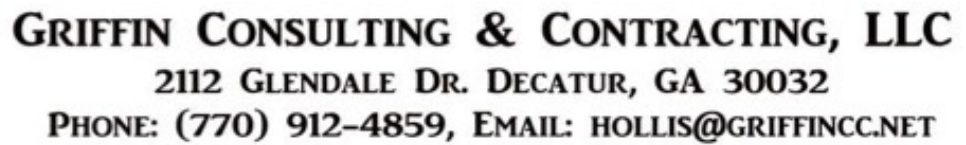
PASSED, APPROVED and RESOLVED this _____ day of _____ 2025.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A



Date: 10/22/2025
Proposal #: 0101252112-10221

DESCRIPTION	Amount
Griffin Consulting & Contracting proposes to do the following	\$ 36,275.00
Scope of Work	
Provide all labor, material, equipments, and supplies to encapsulate the entire roof of 40 Oaks House including the front of porch with white fire retardant vinyl tarp.	
All work will be done in accordance to the RFP provided.	
Grand Total	\$ 36,275.00

Page 55 of 600

and the front porch is fully and securely encapsulated.

The Contractor shall complete a Project Delay Tracker form to be included with each submitted invoice. The City will provide the form. The dates and details included in the form must be discussed with the City Inspector and all parties must concur with the dates /details before inclusion in the pay application.

A 10% retainage will be held on all pay applications.

Attached hereto is an executed Bid Bond in the amount of 26,000 Dollars (\$ (Five Percent of Amount Bid). **Bid Bond Amount to be for the bid amount submitted.**

If this bid shall be accepted by the City of Clarkston and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract or furnish satisfactory proof of carriage of the insurance required within seven days from the date of Notice of Award of the Contract, then the City of Clarkston may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the City of Clarkston as liquidated damages.

Bidder acknowledges receipt of the following addenda:

Addendum No.

Date viewed

_____	_____
_____	_____
_____	_____
_____	_____

Add additional pages as necessary for the Addendum.

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this _____ day of _____, 20____

Bidder JMLEE CONSTRUCTION (Seal)
Company Name

Bidder Mailing Address:

1932 AUSTIN DR
DECATUR GA
30032

Signature:

Print Name:

Title:

Austin Fleury
AUSTIN FLEURY
COO

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

**BID BOND
CITY OF CLARKSTON, GEORGIA**

BIDDER (Name and Address):

J.M. Lee Construction Company, 1932 Austin Dr., Decatur, GA 30032

SURETY (Name and Address of Principal Place of Business):

Great Midwest Insurance Company, 800 Gessner Road, Suite 600, Houston, TX 77024

OWNER (hereinafter referred to as the "City" (Name and Address):

City of Clarkston

ATTN: CITY MANAGER

736 PARK NORTH BOULEVARD

SUITE 120

CITY OF CLARKSTON, GA 30021

BID

BID DUE DATE: October 28, 2025

PROJECT (Brief Description Including Location):

"40 OAKS HOUSE STRUCTURE ENCAPSULATION"

BOND

BOND NUMBER: BIDBOND01

DATE (Not later than Bid due date): October 28, 2025

PENAL SUM: Five Percent of Amount Bid 5% of Amount Bid

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the City, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

J.M. Lee Construction Company (Seal)

Bidder's Name and Corporate Seal

By: [Signature]
Signature and Title:

Attest: [Signature]
Signature and Title:

SURETY

Great Midwest Insurance Company

Surety's Name and Corporate Seal

By: [Signature]
Signature and Title: Tiffany Soto, Attorney-in-Fact
(Attach Power of Attorney)

Attest: [Signature]
Signature and Title: Linda Roberts, Surety Account Manager



- Note:
- (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
 - (2) Any singular reference to Bidder, Surety, the City or any other party shall be considered plural where applicable.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Sarah Hancock, Edward Mooney, Annette Wisong, Joseph R. Williams, Angela D. Ramsey, Rebecca E. Howard, Tiffany Soto, Linda Adams Roberts, Haley Rhoads, Julie Karnes, Robert Allen Yarbrough

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

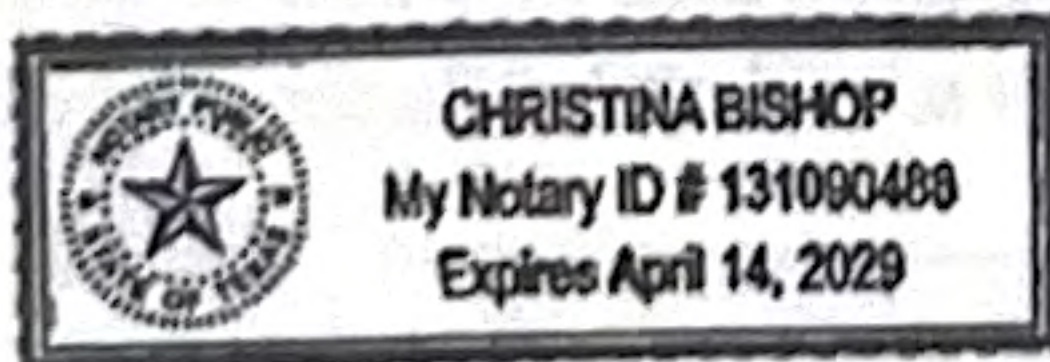
GREAT MIDWEST INSURANCE COMPANY



BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 28th Day of October 2025.



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, including but not limited to Title 32, Chapter 4, Article 4, Part 2 and Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

Authorized Signature GA 7712 Date 10/27/25

Print/Type Name AUSTIN FLEURY

Print/Type Company Name Here J M LEE CONSTRUCTION

CORPORATE CERTIFICATE

I, AUSTIN FLEURY, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that J M LEE CONSTRUCTION who signed said bid in behalf of the Contractor, was then (title) COO of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of GA.

This 27 day of October, 2025

GA 7712 (Seal)
(Signature)

(BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE)

LUMP SUM BID

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

LIST OF SUBCONTRACTORS

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractor(s):

Company #1

Company Name: _____

Company Address: _____

Company President & Phone Number: _____

Company #2:

Company Name: _____

Company Address: _____

Company President & Phone Number: _____

Company #3:

Company Name: _____

Company Address: _____

Company President & Phone Number: _____

PRIME CONTRACTOR PERFORMANCE OF WORK

Prime contractor certifies that a minimum of 75% of the total bid amount submitted will be performed by the prime contractor's employees

Authorized Signature Austin Fleury Date 10/28/25

Print/Type Name AUSTIN FLEURY

Print/Type Company Name Here J M LEE CONSTRUCTION

(BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE)

LUMP SUM BID

Description: Provide all materials, labor, supplies and equipment to encapsulate the entire roof of the 40 Oaks House, including the front porch roof, with a white fire retardant vinyl tarp. Encapsulation on the sides of the house is not in the project scope. Lump Sum Bid Amount shall also include all costs for repair/re-installation of the tarp for a period of 1 year with the maintenance tasks commencing when the punch list is approved.

TOTAL LUMP SUM BID AMOUNT \$ 26,000

Print Total Lump Sum Bid Price: (print) TWENTY SIX THOUSAND DOLLARS

COMPANY J M LEE CONSTRUCTION

ADDRESS 1932 AUSTIN DR DECATUR GA 30032

AUTHORIZED SIGNATURE Austin Fleury

PRINT / TYPE NAME AUSTIN FLEURY

TITLE COO

NOTE: The Lump Sum Bid Amount SHALL include the cost of purchasing the 100% Performance Bond. The bond will remain in-place until the one year maintenance period expires. Refer to the Scope and Specifications section of this Request for Quotes for maintenance requirements.

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

DISCLOSURE FORM

**"40 OAKS HOUSE
STRUCTURE ENCAPSULATION"**

This form is for disclosure of campaign contributions and family member relations with City of Clarkston's officials/employees or City Engineer (Collaborative Infrastructure Service employees).

Please complete this form and return as part of your bid package when it is submitted.

Name of Bidder J M LEE CONSTRUCTION

Name and the official position of the Clarkston City Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past four (4) years by the Applicant/Opponent to the named Clarkston City Official.

Amount/Value

Description

N/A

N/A

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Clarkston and your relation:

N/A

N/A

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

**"40 OAKS HOUSE
STRUCTURE ENCAPSULATION"**

VENDOR QUESTIONNAIRE

Questionnaire must be completed by ALL Vendors and returned with quotation response. Any additional pages provided should be clearly labeled.

1. How long have you been in business?

2021

2. Give us background information on your company, including the closest office location.

A. How many company employees?

2

B. Please provide the name and address of your local offices (s)

J M LEE CONSTRUCTION 1932 AUSTIN DR DECATUR GA 30032

3. Have you performed similar tasks for a governmental agency (Georgia city or county) in the past ten (10) years?

Yes _____ No /

If yes, name of government agency, point of contact and contract amount of project (s). Provide most recent project (s).

If no experience with a government agency, provide name (s) and project(s) for most recent private entities.

4. Is the firm registered with the State of Georgia as an incorporated business?

Yes / No _____

Certification Date: 2/17/21

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

CLIENT REFERENCE SHEET

References must be provided by ALL responding Vendors using the form below. It is the vendor's responsibility to provide **COMPLETE** and **ACCURATE** reference information on the form below, **INCLUDING EMAIL ADDRESSES.**

1. PRIME ON PEACHTREE

Company

1029 PEACHTREE ST NE ATLANTA, GA 30309

Address, City, State, Zip Code

217-841-9628

Telephone Number

Fax Number

JARVIUS

Name of Contact Person

E-Mail Address

Type of Project and

Dates:

2. BLACK COFFEE

Company

1246 ALLENE AVE SW ATLANTA, GA 30310

Address, City, State, Zip Code

404-590-6826

Telephone Number

Fax Number

CARL

Name of Contact Person

E-Mail Address

Type of Project and

Dates:

3. PRIME EXPRESS BAR

Company

678 10TH ST NW ATLANTA GA 30318

Address, City, State, Zip Code

217 550 4144

Telephone Number

Fax Number

TONY

Name of Contact Person

E-Mail Address

Type of Project and

Dates:



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	7A	New Business Items	NO

SUBJECT: To approve the proposed 2026 City Council Regular Meeting and Work Session dates.

PRESENTER CONTACT: Tomika Mitchell

PHONE NUMBER: 404-719-0313

DEPARTMENT: City Clerk's Office

PURPOSE: To review and discuss the proposed 2026 City Council Regular Meeting and Work Session dates.

IMPACT: Annually the City Council Work Session and Regular Meetings dates are reviewed and discussed for approval.

FUNDING SOURCE: N/A

RECOMMENDATION: N/A



2026 CITY COUNCIL MEETINGS SCHEDULE
736 PARK NORTH BLVD., STE. 120, CLARKSTON, GA 30021
(404) 296-6489 * WWW.CLARKSTONGA.GOV

All Regular City Council Meetings and Work Sessions are held at 7:00 p.m. unless otherwise noted.

MEETING DATES

MEETING TYPE & NOTES

JANUARY 6 JANUARY 27	REGULAR CITY COUNCIL MEETING WORK SESSION
FEBRUARY 3 FEBRUARY 24	REGULAR CITY COUNCIL MEETING WORK SESSION
MARCH 3 MARCH 31	REGULAR CITY COUNCIL MEETING WORK SESSION
APRIL 7 APRIL 28	REGULAR CITY COUNCIL MEETING WORK SESSION
MAY 5 MAY 26	REGULAR CITY COUNCIL MEETING WORK SESSION
JUNE 2 JUNE 23	REGULAR CITY COUNCIL MEETING WORK SESSION
JULY 7 JULY 28	REGULAR CITY COUNCIL MEETING WORK SESSION
AUGUST 6 AUGUST 25	REGULAR CITY COUNCIL MEETING - THURSDAY, AUGUST 6 <i>(DUE TO NATIONAL NIGHT OUT ON TUESDAY, AUGUST 4)</i> WORK SESSION
SEPTEMBER 1 SEPTEMBER 29	REGULAR CITY COUNCIL MEETING WORK SESSION
OCTOBER 6 OCTOBER 27	REGULAR CITY COUNCIL MEETING WORK SESSION
NOVEMBER 5 NOVEMBER 17	REGULAR COUNCIL CITY MEETING – THURSDAY, NOVEMBER 5 <i>(DUE TO THE ELECTION ON TUESDAY, NOVEMBER 3)</i> WORK SESSION
DECEMBER 1	REGULAR CITY COUNCIL MEETING



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	7B	New Business Items	NO

SUBJECT: To approve a resolution awarding a professional service agreement to the most responsive and responsible bidder, F.S. Scarborough, LLC., to provide resurfacing, striping, street patching and related tasks as specified in the GDOT Local Road Assistance (LRA) 2025 Street Resurfacing Invitation-to-Bid in the amount of \$284,704.22, to be funded out of SPLOST II.

PRESENTER CONTACT: City Engineer, Larry Kaiser

PHONE NUMBER:

DEPARTMENT: Administration

PURPOSE: Present low bidder, F.S. Scarborough, LLC., to council for decision on resurfacing and milling 5 streets, full-depth patching on East Ponce de Leon and roadway striping on 2 streets.

IMPACT: Refer to the attached Exhibit D which provides a list of roads that have not been resurfaced since 2011 or are pending the LRA 25 bid results. Also refer to the attached Exhibit C - 7 year history of the LMIG and 2 year history of LRA.

PROJECT DETAILS: Milling/Resurfacing 6 streets and Restriping 2 streets (Exhibit A):

- DeBelle Street from Market Street to North Indian Creek Drive – mill/resurface
- Ridgeland Trail from Maclaren Drive to Dead End - mill/resurface
- Vaughan Street from Hill Street to Montreal Road - mill/resurface

- Mell Place from Mell Ave to dead end - mill/resurface
- Casa Court from Casa Drive to dead end - mill/resurface
- East Ponce de Leon Ave from 4062 East Ponce de Leon to 4050 East Ponce de Leon – pavement repair
- North Indian Creek Drive from East Ponce de Leon from East Ponce de Leon to Montreal Road – re-striping
- Montreal Road from North Indian Creek Drive to Tucker city limits - re-striping

FUNDING SOURCE: Staff prepared an engineering estimate of \$350,000 in the summer of 2025 for SPLOST II budget purposes. The engineers estimate was 18% higher than the low of \$284,704.22.

Staff recommends SPLOST II (resurfacing category) funding for all costs exceeding the GDOT LRA grant amount of \$137,876.46. No local match required. The cost difference between the low bidder and GDOT LRA funding is **146,827.76**. In order to fund this overage, the City will need to **re-allocate \$150,000** identified in SPLOST II for the pedestrian underpass planning grant (BIL funding not obtained).

RECOMMENDATION: The low bid of **\$284,704.22** was submitted by F.S. Scarborough. Refer to Exhibit B.

Staff spoke to two references and encountered no negative responses. The required references were also included in the bid submittal. The submitted bids were as follows:

- Surface Masters, Inc - \$378,661.51
- Summit Construction & Development, LLC - \$325,441.05
- Blount Construction Company, Inc. - \$377,507.68
- Allied Paving Contractors, Inc - \$366,237.50
- **F.S. Scarbrough, LLC - \$284,704.22**
- A&S Paving, Inc. - \$669,756.50

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

- Contract must be executed before 12/31/2025 as required by GDOT for the FY 25 LRA program
- F.S. Scarborough, LLC., to obtain Payment & Performance bonds
- Staff will schedule a pre-construction meeting on-site, issue a NTP in November and weather permitting, will begin in December.
- Staff included stipulations in the contract that residents on the resurfaced roads to be notified a minimum of 48 hours in advance of work commencing. Contractor is also responsible for the installation of sales tax signage at the beginning & end of each road. Clarkston Communications Dept. will provide the verbage to be

- used on the signage. Contractor responsible for fabrication and installation costs
- Weather permitting, all work should be accomplished within 60 days

Staff recommends selection of the lowest and most responsive bidder, F.S. Scarborough, LLC., in the amount of \$284,704.22.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AWARDDING A PROFESSIONAL SERVICES AGREEMENT TO F.S. SCARBOROUGH, LLC. FOR RESURFACING, STRIPING, STREET PATCHING AND RELATED TASKS FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL ROAD ASSISTANCE (LRA) 2025 STREET RESURFACING PROJECT.

* * * * *

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

Section 1. That the City Council awards a professional services agreement to F.S. Scarborough, LLC. to provide resurfacing, striping, street patching and related tasks as specified in the GDOT Local Road Assistance (LRA) 2025 Street Resurfacing Invitation-to-Bid in the amount of \$284,704.2, to be funded out of SPLOST II. A copy of said contract is attached to this resolution as “Exhibit A” and is incorporated herein for all purposes.

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

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

NOTICE TO CONTRACTORS

The City of Clarkston, Georgia ('City') will receive bids via Bidnet Direct for all material, labor, equipment and related services to successfully accomplish the following work: ***"Street Resurfacing and Striping – FY 25 LRA"***. This work generally entails asphalt deep patching, street utility adjustments, milling, leveling, resurfacing and striping on various city streets. Project is funded with GDOT LRA and City SPLOST II funds.

The project shall be Substantially Complete within **60 calendar days** from the date of notice to proceed. Liquidated damages of \$500 per day will be assessed for each calendar day for which the completion of the project is delayed beyond the **60 calendar days; except for quantifiable weather events or delays due to city actions.**

The City will receive bids until **3:00 PM; October 20, 2025** via **BidNet Direct** (<https://www.bidnetdirect.com>). Bids received after that this date and time will not be accepted. Bids will be publically opened. Unofficial bid results will be posted on the City web site. A pre-bid conference will not be held

A **5%** bid bond is required.

Payment & Performance Bonds will be required on this project.

An "Instruction to Bidder" and "Contract ITB" documents in the ITB must be completed and submitted with the bid.

All questions regarding the bid documents shall be made via BidNet Direct. The deadline to submit questions is no later than 5:00 PM; October 6, 2025. The City will post all "Response to Questions and/or Addenda", if applicable, on Bid.net; by no later than 5:00 PM, October 7, 2025.

The selected bidder must ensure that all employees and applicants for employment are not discriminated against because of their gender, race, color, genetic information, religion, national origin, political affiliation, age, handicapped status, sexual orientation, sexual preference, or gender identity and expression. The City strongly encourages the use Disadvantaged Business Enterprise firms.

The Owner reserves the right to reject any or all bids and to waive technicalities and informalities. If the contract is awarded, it will be awarded to the lowest and most reliable bidder whose proposal shall have met all the prescribed requirements.



Street Resurfacing and Striping – FY 25 LRA

INSTRUCTIONS TO BIDDERS

All spaces below are to be completed AND the “Contract for ITB” must be signed, completed and submitted as identified in Section 2 of the “Contract for ITB”.

Failure to sign and return the Contract for ITB and all Attachments as indicated may cause rejection of the Bid.

Bidder Information

Company Name: F.S. Scarbrough, LLC

Address: 1955 E Hwy 34, Newnan, GA 30265

Telephone: 770.486.4905

Email: estimating@fsscاربrough.com

Contact Name: Ajanee Logan

Signature: Ajanee M. Logan

The Delivery of the bid shall be via BidNet Direct. FAILURE TO RETURN THE “CONTRACT FOR ITB DOCUMENTS” AND ALL OTHER REQUIRED SUBMITTALS MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION

All **Work** performed for this project will be in accordance with the Georgia Dept. of Transportation (GDOT) Standard Specifications for Construction of Transportation Systems, 2001 Edition, any modifications identified in the **Bid** or Contract document .

The **Prime Bidder** shall be responsible for performing with his own organization at least **Fifty-One (51%)** of the **Work** in this contract. The **Prime Bidder** shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the CITY.

The **Prime Bidder** MUST be pre-qualified with the Georgia Department of Transportation in order to submit a bid on this project. Documentation must be provided to the City which reflects projects similar to the project herein was performed by the **Prime Bidder**. **Refer to the bid package for additional clarification on project experience.**

The City of Clarkston reserves the right to reject all **Bids** and to waive formalities. Any claims for cost incurred by any **Bidder** in preparation of any part of or total package for this project will not be considered for reimbursement by City of Clarkston.

CONTRACT FOR ITB

(to be submitted with bid)

Street Resurfacing and Striping – FY 25 LRA

This **CONTRACT** made and entered into this 20th day of October, 2025 by and between the City of Clarkston, (Party of the First Part, hereinafter called the "City"), and -

F.S. Scarbrough, LLC Party of the Second Part, hereinafter called the "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

The services to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter. The contract period for this contract is 60 calendar days from the date stated in the Notice to Proceed Letter. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the **Contract documents. Exhibit documents required with bid submittal are identified below:**

Exhibit A:	General Conditions (to be submitted with bid)
Exhibit B:	Determination of Responsibility (to be submitted with bid)
Exhibit C:	Bond Documents
Exhibit D:	Georgia Security and Immigration Compliance Affidavit. (to be submitted with bid)
Exhibit E:	Drug-Free Workplace (to be submitted with bid)
Exhibit F:	Affidavit Verifying Status for Public Benefit Application (to be submitted with bid)
Exhibit G:	Bid Documents: References and Subcontractor Form (to be submitted with bid)
Exhibit H:	Non-Collusion Affidavit (to be submitted with bid)
Exhibit I:	Clarkston Project Specifications
Exhibit J:	Bid Schedule of Items (to be submitted with bid)
Exhibit K:	Bid Form & Addendum Acknowledgement (to be submitted with bid)
Exhibit L:	Location Maps

3. PERFORMANCE:

Contractor agrees to furnish all skill and labor of every description necessary to carry and perform the services in accordance with the Contract Documents (the "Work").

4. PRICE:

The City agrees to pay the Contractor following receipt by the City of a detailed invoice reflecting the actual work performed by the Contractor, provided, however, Contractor guarantees that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit J.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A, --- General Conditions]

Contractor further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, city's project engineer and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Contractor, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Contractor of the Contractor's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Contractor. In the event of the City's termination of this Contract for convenience, the Contractor will be paid for those services actually performed.

Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Contractor who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Contractor. In the event of the City's termination of this Contract for fund appropriation, the Contractor will be paid for those services actually performed.

Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Contractor which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Contractor will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-contractor for standard commercial supplies of raw materials.

10. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Contractor will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-contractor for standard commercial supplies of raw materials.

11. ASSIGNMENT:

The Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

12. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

13. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

14. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

15. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Signatures on the following page.

City of Clarkston, Georgia

By: _____
Beverly H. Burks
Mayor

ATTEST: _____
TOMIKA LEWIS
CITY CLERK

APPROVED AS TO FORM:

Stephen Quinn
Steven Quinn., City Attorney

Date _____

CONTRACTOR: _____
Signature _____

Print Name Damon Derixson

Print Title Vice President

ATTEST: _____
Ajané M. Logan
Signature

Date 10.20.2025

Print Name Ajanée Logan

Print Title Bid Coordinator

GENERAL CONDITIONS

(to be submitted with bid)

1. SCOPE OF WORK

The Contract will be to provide services to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Clarkston Specific Specifications hereto as Exhibit I.

2. REGULATIONS

- 2.1 The Service Provides shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Contractor shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by Federal, State, and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Contractor shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Contractor will comply with the City of Clarkston's Financial Management and Purchasing Policies.
- 2.5 Contractor will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. WORK HOURS

- 3.1 The Contractor shall normally perform on-site work during Standard Work Hours which are between 7:30 a.m. and 5:00 p.m., Monday through Friday, excluding City's observed holidays. Contractor may choose to perform work on the city's premises during Non-standard Work Hours which are outside the Standard Work Hours. Non-Standard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 72 hours in advance of their projected work schedule for non-standard hours. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.
- 3.2 In the event an emergency condition is declared by the City's Manager or his respective designee, the Contractor will perform work during such hours as requested by the City.
- 3.3 The City may order the Contractor to suspend, delay, or interrupt all or any part of the work on for such a period of time as he may determine appropriate for the convenience of the City. The time for completion of the work shall be extended by the number of days that work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the work.

4. CONTRACTOR'S PERSONNEL

- 4.1 The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor and its subsidiaries or related parties and its employees, including but not limited to the

GENERAL CONDITIONS

Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

- 4.2 The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee (s) including staff that can speak English with the city's project inspector.
- 4.4 The Contractor shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees have tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the City if requested.
- 4.5 The Contractor shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.
- 4.6 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 4.8 While working on city property all Contractor's employees shall wear neat-appearing business casual attire or uniforms with the company name and/ or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9 Designation of Supervisor-the Contractor shall designate an experienced Supervisor ("Supervisor") acceptable to the City for all purposes related to the work. The initial Supervisor shall be Ross Wright.
- 4.9.1 The Supervisor shall be fully responsible for the Contractor meeting all of its obligations under this Contract. The Supervisor shall provide the City with an appropriate status report on the progress of the project.
- 4.9.2 The Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Supervisor and the City, but the final required times will be the City's discretion.

GENERAL CONDITIONS

- 4.9.3 In the event that the designated Supervisor terminates employment with the Contractor or is requested by the City to be removed from the role of Supervisor (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Contractor replaces a proposed team member, the Contractor shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Contractor to provide for all tools, parts, and equipment necessary to perform work under this Contract.

6. PERFORMANCE REQUIREMENTS

- 6.1 The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 6.2 The Contractor's personnel shall perform work in compliance with all Federal, State, and City of Clarkston regulations.
- 6.3 Dates for commencement and completion of work shall be coordinated with the City's Engineer.
- 6.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 6.5 The Contractor shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

7. CONFIDENTIAL INFORMATION

- 7.1 In the course of performing the contract work, the Contractor may gain access to security-sensitive and other sensitive information of the City.
- 7.2 The Contractor agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who

GENERAL CONDITIONS

have a legitimate need to know such information and only after advising such persons of the Contractor's non-disclosure obligations.

- 7.3 The Contractor shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Contractor's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 7.4 The Contractor shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Contractor employs and takes to protect its own information, but in no event shall the Contractor use less than reasonable efforts to protect the City's information.
- 7.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Contractor shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

9. SAFETY AND PROTECTION

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby.

10. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

- 10.1 The City shall pay the Contractor, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Contractor to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.
- 10.2 The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Contractor shall provide the Proof of Payment attached as an Exhibit hereto, indicating all subcontractors have paid, with each invoice.
- 10.3 The Contractor shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Contractor for the City under this Contract.

GENERAL CONDITIONS

- 10.4 The City shall pay the undisputed amount of the Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 10.5 The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Contractor hereunder.
- 10.6 The Contractor shall submit all invoices electronically to the City of Clarkston's Project Engineer; kaiser@co-infra-services.com with a copy to the Finance Director; chammonds@cityofclarkston.com.
- 10.7 The Contractor will agree to comply with the City of Clarkston's Financial Policies and Purchasing Policy, to the extent applicable.
- 10.8 The Contractor agrees that the compensation provided herein shall be full and final settlement of all claims arising against Clarkston for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 10.9 The Contractor will be required to attach a "Project Delay" tracker spreadsheet with each invoice. City Engineer and Contractor to discuss and concur with any applicable delays submitted with each invoice. City to provide the spreadsheet template.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1 The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Clarkston, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.

GENERAL CONDITIONS

- 11.2 The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.
- 11.3 The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of employees; including but not limited to the Contractor's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

12. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for the prompt payment of any fines imposed on the city or the Contractor by any other federal, state or local governmental agency as a result of the Contractor's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 12 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 13 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

13. INDEMNIFICATION AND INSURANCE

- 13.1 The Contractor shall, to the extent allowed under Georgia law, indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, employees, city Project Engineer and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, in connection with the performance of this contract regardless of where the damage, destruction, injury or death occurred, **unless** such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the City's negligence or by the joint negligence of the City and any person other than the Contractor or the Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Contractor to keep, observe or perform any of the covenants or agreements in this Contract which required to be kept, observed or performed by the Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 13.4 below by or in

GENERAL CONDITIONS

favor of any person described in Section 13.5 below, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give the Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Contractor or its insurer to compromise and defend the same to the extent of its interest, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Contractor shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Contractor and the City shall have mutually agreed to the contrary, (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or (3) the City and the Contractor are both name parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. Notwithstanding anything contained in the foregoing indemnity, any claim for indemnity by the City for claims of third parties alleging harm due to the professional services provided by Contractor, to the fullest extent permitted by law, Contractor shall indemnify City from and against losses, damages, and judgments arising from such claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to have been caused by a negligent act, error or omission of Contractor or its sub-Contractors in the performance of professional services under this Agreement.

- 13.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 13.3 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in

GENERAL CONDITIONS

consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in the performance of the Contract.

- 13.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.
- 13.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 13.6 No provisions of Section 13 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.
- 13.7 Insurance
- 13.7.1 General Liability and Automobile Liability. The Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the City, and the members (including, without limitation, all members of the governing City's Council) officers agents, and employees of each, from and against any and all liabilities

GENERAL CONDITIONS

arising out of or in connection with the Contractor's performance of the Contract work:

- (1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract, and
- (2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$3,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

13.7.1.1 Self-Insured Retention. Contractor's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000 if the Contract is \$1,000,000 or more unless approved by the City Manager. Contractor's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000 unless approved by the City Manager.

13.7.1.2 Additional Insured Endorsement. Contractor agrees and shall cause the City their member (including, without limitation, members of the City's Council, officers, employees, and agents to be named as additional insured's under such policy or policies of commercial general and automobile liability insurance.

13.7.1.2 Workers' Compensation and Employer's Liability. If Contractor has any employee working on City property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$100,000 for "each employee." If the Contractor is self-insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

13.7.3 Professional Liability Insurance. The Contractor shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Contractor from the project's inception

GENERAL CONDITIONS

date and until such time as the Statute of Limitations has run for the work done on the project.

13.7.4 Health Insurance. Not applicable.

13.7.5 Garage Liability Insurance. Not applicable.

13.7.6 Garage Keeper's Legal Liability Insurance. Not applicable.

13.7.7 Crime Coverage. Not applicable.

13.7.8 Pollution Liability Insurance. Not applicable.

13.7.9 Deductibles. The Contractor's policies of insurance required by this Section 13.7 may require the Contractor's payment of a deductible, provided the Contractor's insurer is required to pay claims from the first dollar at 110% of the claim value without any requirement that the Contractor pays the deductible prior to its insurer's payment of the claim.

13.7.10 Other Insurance Requirements. All insurance policies required by this Section 13.7 shall be provided that they are primary insurance with respect to any other valid insurance the City may possess and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 14.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Contractor shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Contractor's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, the Contractor shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with the City a

GENERAL CONDITIONS

certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Contractor fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Contractor, immediately terminate this Contract upon written notice to the Contractor. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Contractor shall comply with all reasonable requests of the City Manager with respect thereto.

14. LIABILITY INSURANCE

- 14.1 The Contractor shall be required to provide the bonds as dictated in the Procurement Documents.
- 14.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

15. CONTRACT ADJUSTMENTS

- 15.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good-faith negotiation by the City and Contractor and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 15.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Contractor and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 15.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

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16. SUBCONTRACTORS

- 16.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself performs or remedy any obligations or functions which the subcontractor fails to perform properly.

Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the City. The City approves the sub-Contractors listed in the Statement of Qualifications.

- 16.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 16. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract nor make such subcontractor a third-party beneficiary hereof.

- 16.3 In the event that the Contractor employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the City by the Contractor and the City shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

17. DEFAULT AND TERMINATION

- 17.1 In the event that:
- 17.1.1 the Contractor shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Contractor, but whether or not the Contractor shall have remedied any such failure); or
- 17.1.2 the Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or

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- 17.1.3 the Contractor's occupational or business license shall terminate, or the Contractor shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 17.1.4 the Contractor fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 17.1.5 the Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 17.1.6 the Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 17.1.7 there is an assignment by the Contractor of this Contract or any of the Contractor's rights and obligations hereunder for which the City has not consented in writing; or
- 17.1.8 the Contractor shall default on any other agreement entered into by and between Contractor and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the City terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Contractor hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Contractor to the City), but the Contractor shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Contractor's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 17.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Contractor shall be compensated by the City in accordance with the

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provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the City, with accurate records and data.

17.3

Bankruptcy and Liquidation – In the event the Contractor (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

Upon written request of the City to, as applicable, the Contractor or the bankruptcy trustee or receiver. The Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto,

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the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

18. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Representative to serve in that capacity in the absence of the City Manager, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the Representative have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

19. ASSIGNMENT

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

20. NOTICES

- 20.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Contractor may be hand-delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Contractor, or three (3) days following submission to the Contractor by U.S. Certified Mail.
- 20.2 Unless otherwise stated herein, all notices or other writings which the Contractor is required or permitted to give to the City may be hand-delivered to the City Manager, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally-recognized overnight delivery service for next day delivery to City or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Clarkston, GA
ATTN: City Manager
736 Park North Boulevard
Suite 120
Clarkston, GA 30021

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(to be submitted with bid)

Contractor

F.S. Scarbrough, LLC

1955 E Hwy 34

Newnan, GA 30265

- 20.3 Either party may change its notice address by written notice to the other given as provided in this section.

21. NONDISCRIMINATION

- 21.1 During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

21.1.1 Compliance with Regulations. The Contractor shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

21.1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

21.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

21.1.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

21.1.5 Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

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21.5.1 Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

21.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

21.1.3 Incorporation of Provisions, The Contractor shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the City and, in addition, the Contractor may request the interest of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21.2 The Contractor assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

The Contractor hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Contractor's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

23. GENERAL PROVISIONS

23.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached

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to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Clarkston Specifications in Exhibit I, (v) the Invitation to Bid, and (vii) the Bid Form.

- 23.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 23.3 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 23.4 The Contractor warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Contractor shall indemnify and save the City harmless from and against any and all losses, damages including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 23.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Contractor. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

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- 23.6 The section headings herein are for the convenience of the City and the Contractor and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 23.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 23.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 23.9 If the City shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 23.10 The City shall have the right to recover from the Contractor all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 23.11 The Contractor shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City or the city's consulting Project Engineering team.
- 23.12 The Contractor shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.
- 23.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Contractor (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the City so cures a default by the Contractor, all costs and expenses incurred by the

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City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the City on demand.

- 23.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the City which is then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Contractor shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 23.15 The Contractor is an Independent Contractor, and nothing contained herein shall be construed as making the Contractor an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Contractor with respect to any employee of the Contractor or of its subcontractors.
- 23.16 The Contractor and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Contractor and subcontractors to provide other records the City Manager, in his or her sole

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discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Contractor and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Contractor, or third party, the Contractor shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the City, the Contractor shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination or audit establishes that the Contractor has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.

- 23.17 The Contractor and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 23.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 23.19 Time is of the essence for the performance of each of the Contractor's obligations under this Contract.
- 23.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

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- 23.21 The Contractor agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 23.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, as it may reasonably see fit, free from any and all liability to the Contractor for loss of business or damages of any nature whatsoever to the Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Contractors.
- 23.23 The Contractor and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 23.24 At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Contractor or any governmental agency resulting from the purchase by that agency of products and /or services from the Contractor in connection with this Contract.

24. GRATUITIES, REBATES, OR KICKBACKS.

24.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or the city's Project Engineer firm or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy or the City's policy. Rebates normally or

EXHIBIT A

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routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

- 24.2 **KICKBACK AND REBATES.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tier subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

End of Exhibit A

EXHIBIT B
INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY
(to be submitted with bid)

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response, to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Clarkston for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in DeKalb County, Georgia. Also, the contractor will be required to purchase a business license in the city each fiscal year that work is occurring in the city. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and phone numbers) a minimum of two (2) government municipalities or other clients of similar size and nature to City of Clarkston for which a resurfacing project was completed. GDOT pre-qualification is required.

3. Subcontractors

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract. Subcontractors (s) must also be GDOT pre-qualified.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.



F.S. SCARBROUGH^{LLC}

CIVIL CONTRACTORS

1955 E Hwy 34, Newnan, GA 30263 (770)486-4905 (office) (770)828-0669 (fax)

October 20, 2025

To the City of Clarkston Representative,

F.S. Scarbrough, LLC has been in business 10 plus years. With over 150 employees, F.S. Scarbrough, LLC is a leading heavy civil site contractor and construction management company dedicated to serving the greater Metro Atlanta area and surrounding states. We specialize in a comprehensive range of site development services, including paving, land clearing, demolition, erosion control, grading, utility installation, and stormwater management. With a strong commitment to safety, quality, and precision, our team delivers reliable solutions tailored to each project's unique demands. From pre-construction planning to final site preparation, F.S. Scarbrough, LLC builds the foundations that support sustainable growth and long-term success for our clients.

Our President, Franklin Scarbrough, has 22 plus years of construction experience as a Utility contractor, grading, concrete, erosion control, and many more. Our Vice President, Eddie Brewer, has 47 plus years of construction experience including DOT and private sector grading, utility work, bridges, and more. Our Vice President of Utility Construction, Ed Shipley, has 45 plus years of experience including overseeing large public and private utility projects and many more. Kent Megorden is our Vice President of Construction, with 35 plus years of experience estimating and managing public and private building construction. Damon Derixson is our Chief Estimator/Vice President with 20 plus years in construction overseeing large public and private civil and utility projects. Our Vice President of Paving, Ross Wright, has 30 plus years in experience overseeing large public and private civil, paving and utility projects. Ross Wright, (678)313-3183 rwright@fsscarbrough.com, will also be the primary contact and project manager for the City of Clarkston Street Resurfacing and Striping – FY 25 LRA.

With a great team with qualified members of F.S. Scarbrough, LLC, our team would be delighted to work with the City of Clarkston.

A handwritten signature in black ink, appearing to read 'Damon Derixson', is written over a horizontal line.

Damon Derixson

Chief Estimator|VP of Estimating

Rochelle Robinson
Mayor

Marcia Hampton
City Manager

Vicki L. Acker
City Clerk



CITY COUNCIL
Dr. LaShun Burr-Danley
Sam Davis
Howard Estes
Elena Hudson
Nycole N. Miller
Terry S. Miller
Coach Chris Watts

February 7, 2024

To Whom It May Concern,

We are happy to write this letter as a reference for FS Scarbrough LLC. It was a pleasure to work with FS Scarbrough on constructing our new and improved walking trail. This updated trail features compacted GAB gravel-like material to lower impaction on runners who may experience joint pain. Working with FS Scarbrough made the construction phase of this project seamless.

FS Scarbrough representatives were not only able to accommodate the city with any changes that needed to be made but also were able to make the changes in a timely manner to keep the project on track. They provided us with options for remediation for any problems that occurred throughout the project. They were also able to assist us in a stormwater issue that was outside of the project's original scope. FS Scarbrough went above and beyond to ensure that they were able to accommodate the city to improve the site altogether.

Respectfully,

Marcia Hampton
City Manager
City of Douglasville



February 13, 2024

To Whom it May Concern,

I would like to comment F.S. Scarbrough, LLC for an outstanding job working with the City of Hapeville in a recent project, 2023 LMIG Paving Project.

In my experience with F.S. Scarbrough and their team members, they have proven to be an excellent contractor. All required submittals were produced in a timely fashion and in a completed manner which allowed our team to handle all items as needed, in addition to all change orders being handled and priced competitively and once approved they were executed with a quick like fashion. Mobilization and Scheduling was handled efficiently throughout the project and as a result we at the City of Hapeville are extremely satisfied with the timeline of completion.

I myself, along with the City of Hapeville, would highly recommend F.S. Scarbrough, LLC. for any future paving, asphalt or resurfacing project and I am confident that they will make a valuable asset to any project within their scope of work.

Sincerely,

Lee Sudduth

Director of Public Works

City of Hapeville

lsuddth@hapeville.org

EXHIBIT C
BOND DOCUMENTS

BONDING REQUIREMENTS

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Clarkston. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

EXHIBIT C
BOND DOCUMENTS
BID BOND
(to be submitted with bid)

KNOW ALL MEN BY THESE PRESENTS, THAT

(Name of Contractor) F. S. Scarborough, LLC

(Address of Contractor) at _____

1955 E Highway 34, Newnan, GA 30265

(Limited Liability Company) hereinafter called Principal, and

Amerisure Mutual Insurance Company

(Name of Surety)

26777 Halsted Road, Farmington Hills, MI 48331

(Address of Surety)

A corporation of the State of Michigan, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Clarkston, Georgia
736 Park North Boulevard
Suite 120
Clarkston, Georgia 30012

herein after referred to as Obligor, in the penal sum
of Five Percent of Amount Bid Dollars (\$ 5% of Amount Bid) in lawful money
of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by
these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Clarkston,
Georgia, a proposal for furnishing materials, labor and equipment for:

Invitation to Bid
Street Resurfacing and Striping – FY 25 LRA

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified
Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the
Principal shall within ten days after receipt of notification of the acceptance execute a Contract
in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and
manner required by the City of Clarkston, Georgia, and execute a sufficient and satisfactory
Performance Bond and Payment Bond payable to the City of Clarkston, Georgia, each in an
amount of 100% of the total Contract Price, in form and with security satisfactory to said the
City of Clarkston, Georgia, and otherwise, to be and remain in full force and virtue in law, and
the Surety shall, upon failure of the Principal to comply with any or all of the foregoing
requirements within the time specified above, immediately pay to the City of Clarkston,

EXHIBIT C

BOND DOCUMENTS

Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this 16th day of October A.D., 2025

ATTEST:

Janice M. Logan
(Principal Secretary) Agent Logan

(SEAL)

[Signature]

(Witness to Principal)

1955 E Hwy 34, Newnan, GA 30265

(Address)

(Surety)

Amerisure Mutual Insurance Company

ATTEST:

Linda Adams Roberts
BY: Linda Adams Roberts
(Attorney-in-Fact) and Resident Agent Linda Adams Roberts

(Attorney-in-Fact) Edward Mooney

(Seal)

(Address)

Tiffany Soto
(Witness as to Surety) Tiffany Soto

1 Concourse Parkway NE, Suite 700, Atlanta, GA 30328
(Address)



26777 Halsted Road, Farmington Hills, MI 48331



**AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

EDWARD MOONEY, TIFFANY SOTO, LINDA ADAMS ROBERTS, REBECCA E. HOWARD and HALEY RHOADS

of USI Insurance Services, LLC, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

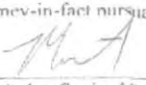
"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company:

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached:

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:


Michael A. Ito, Senior Vice President Surety

By:


Aaron Green, Vice President Surety



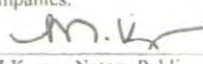
IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of January, 2025.

**Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company**

State of Illinois
County of Kane

On this 1st day of January, 2025, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of October, 2025.



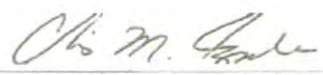

Christopher M. Spaude, Chief Financial Officer & Treasurer

EXHIBIT C
BOND DOCUMENTS
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

The City of Clarkston Georgia

(Name of Obligee)

736 Park North Boulevard; Suite 120, Clarkston, GA 30021

(Address of Obligee)

Hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____ for _____.

EXHIBIT C
BOND DOCUMENTS

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials service, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions, to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and /or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within 120 days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery, and/or equipment were furnished, or for whom they work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Oblige, to the person and at the address provided for in the Contract, within five days of the mailing of the notice to the Principal.

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one year after the acceptance of the sidewalk construction and paving covered by the Contract by the proper authorities.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provision of the Official Code of Georgia Annotated, as amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements, therefore.

EXHIBIT C
BOND DOCUMENTS

Signed, sealed, and dated this _____ day of _____, 2025

ATTEST:

(Principal Secretary)
(Seal)

(Principal)

By: _____

(Witness to Principal)

(Address)

(Surety)

ATTEST

BY:

Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

EXHIBIT C
BOND DOCUMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

The City of Clarkston, Georgia

(Name of Obligee)

736 Park North Boulevard; Suite 120, Clarkston, GA 30021

(Address of Obligee)

Hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of: _____ Dollars (\$ _____), in lawful money of United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____ for: _____.

EXHIBIT C
BOND DOCUMENTS

NOW THEREFORE, the conditions of this obligation are such that if the above-bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as amended, including but not limited to O. C.G.A. SS 13-10-1 et. Eq. and SS 36-86-101, et Seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____, 2025

ATTEST:

(Principal)

(Principal Secretary)

(Seal)

By: _____

(Witness to Principal)

(Address)

(Surety)

EXHIBIT C
BOND DOCUMENTS

ATTEST:

(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

End of Exhibit C

EXHIBIT D
(to be submitted with bid)
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: F.S. Scarbrough, LLC

Address: 1955 E Hwy 34, Newnan, GA 30265

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Clarkston within five (5) business days after any subcontractor(s) is/are retained to perform such service.

1198155
E Verify™ Company Identification Number

5.16.2017
Date of Authorization


BY: ~~Authorized Officer or Agent~~
(Name of Person or Entity) Damon Derixson - VP

10.20.2025
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

20th DAY OF October, 2025

Ajane M. Logan
Notary Public



My Commission Expires: 2.13.2029

* **or any subsequent replacement** operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 202__

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

End of Exhibit D.

EXHIBIT E
(to be submitted with bid)
DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with F.S. Scarbrough, LLC (Contractor),
_____ (subcontractor) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

F.S. Scarbrough, LLC

Company Name


BY: Authorized Officer or Agent 10.20.2025
(Contractor Signature) Date

Vice President

Title of Authorized Officer or Agent of Contractor

Damon Derixson

Printed Name of Authorized Officer or Agent

End of Exhibit E.

EXHIBIT F
(to be submitted with bid)
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Clarkston, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Clarkston license/permit and /or contract for F.S. SCARBROUGH, LLC

Damon Derixson

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. ✓ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: [Signature]

Date: 10-20-2025

Printed Name: Damon Derixson

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 20th day of October, 2025

Notary Public:

Ajaneé M. Logan

My Commission Expires: 2.13.2029

* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

End of Exhibit F.



EXHIBIT G
(to be submitted with bid)
REFERENCES

Street Resurfacing and Striping – FY 25 LRA

Please provide as references, the names of at least two (2) clients you have provided similar services for at least three (3) years:

1. Company Name: see attached
Address: _____
Contact: _____ Phone: _____

2. Company Name: see attached
Address: _____
Contact: _____ Phone: _____

3. Company Name: see attached
Address: _____
Contact: _____ Phone: _____



F.S. Scarbrough, LLC
P.O. Box 2613, Peachtree City, 30269
P: 770-486-4905
F: 770-828-0669

Silverton Townhomes - LaGrange, GA

Project Type:

Grading, Erosion, Storm, Sewer, Water, Concrete Work, Asphalt Paving, Asphalt Milling, Clearing and Grubbing, Traffic Control, Erosion Control, Hauling on Site and Off-Site dirt and Rock, Crushing

Project Location:

Troup Co. - LaGrange, GA

Client:

LGI Homes

Reference:

Name: Jeff Mullins
P: 678-982-5712
E: jeff.mullins@lgihomes.com

Architect/Engineer:

Hughes-Ray Company, Inc.
6554 East Church St.
Douglasville, GA 30134

Contract Information:

\$10,385,786.03

Start/Contract Date:

08/01/2022

Projected/Completion Date:

06/30/2024

Silverton Town Homes, spanning 32.026 acres, exemplifies excellence in residential development. Engineered by HRC in collaboration with LGI Homes, this project merges precision engineering with sustainable practices. The scope includes earthwork, site grading, and erosion control measures across 3 acres. Stormwater management, sewer system development, water supply infrastructure, asphalt and concrete paving, fencing, and boundary delineation are meticulously executed.





F.S. Scarbrough, LLC
P.O. Box 2613, Peachtree City, 30269
P: 770-486-4905
F: 770-828-0669

Stone Terrace Apartments- Stonecrest, GA

Project Type:

Apartment Complex

Project Location:

DeKalb Co. - Stonecrest, GA

Client:

Great Southern, LLC
2009 Springhill Drive
Valdosta, GA 31602

Reference:

Name: Denis Burger
P: 229-506-6876
E: denis@greatsouthernllc.com

Architect/Engineer:

Cline Engineering
599 King St
Charleston, SC

Contract Information:

\$5,645,400.65

Project Start/Contract Date:

07/20/2020

Projected/Completion Date:

07/20/2022

Stone Terrace Apartments was constructed as a Multi Family Apartment complex in which F.S. Scarbrough handled the following items Grading, Erosion, Storm, Sewer, Water, Concrete Work, Asphalt Paving, Asphalt Milling, Clearing and Grubbing, Traffic Control, Erosion Control, Hauling on Site and Off-Site dirt and Rock, Crushing





F.S. Scarbrough, LLC
P.O. Box 2613, Peachtree City, 30269
P: 770-486-4905
F: 770-828-0669

2023 LMIG Kennesaw Paving- Kennesaw, GA

Project Type:

Milling & Resurfacing

Project Location:

Cobb Co. - Kennesaw, GA

Client:

City of Kennesaw

Reference:

Name: Ricky Stewart

E: rstewart@kennesaw-ga.gov

Architect/Engineer:

F.S Scarbrough

Design Build

Contract Information:

\$147,402.00

Projected/Completion Date:

09/25/2023

The project includes furnishing all labor, material, and equipment for milling and resurfacing of three (3) streets of various lengths and section of road way.





F.S. Scarbrough, LLC
P.O. Box 2613, Peachtree City, 30269
P: 770-486-4905
F: 770-828-0669

2023 TSPLOST Paving Project- Palmetto, GA

Project Type:

Milling, Patching and Resurfacing
Asphalt Pavement, Traffic Control,
Utility and Backfill/Manhole
Adjustment

Project Location:

Fulton Co. - Palmetto, GA

Client:

City of Palmetto

Reference:

Name: Rebecca Lindsay

P: 678-300-9789

E: rebecca@lindsay-engineering.com

Name: Cindy Hanson

P: 770-463-3377

E: chanson@citypalmetto.com

Architect/Engineer:

Lindsay Engineering & Consulting
2300 Windy Ridge Pkwy SE
UNIT 675
Atlanta, GA 30339
Phone: 770-850-1347

Contract Information:

\$1,441,193.57

Projected/Completion Date:

03/15/2024

The project consists of variable depth asphalt milling and asphalt resurfacing on four city streets totaling over 2 miles and including all required deep patch, traffic control, and striping. A portion of the project entails utility trench excavation and backfill and manhole cover adjustment





F.S. Scarbrough, LLC
P.O. Box 2613, Peachtree City, 30269
P: 770-486-4905
F: 770-828-0669

CDBG Fairburn Parking Lot- Fairburn, GA

Project Type:

Grading Complete, Asphalt Paving,
Lighting, Landscaping, Etc.

Project Location:

Fulton Co. - Fairburn, GA

Client:

City of Fairburn

Reference:

Name: Lester Thompson
P: 770-964-2244
E: lthompson@fairburn.com

Architect/Engineer:

POND
3500 Parkway Lane
STE 500
Peachtree Corners, GA 30092

Contract Information:

\$358,449

Projected/Completion Date:

02/29/24

This Project consisted of grading complete, construction of a new parking lot, sidewalks, header curb, driveway apron, lighting, landscaping and other associated tasks as needed.



EXHIBIT G
SUBCONTRACTORS
Street Resurfacing and Striping – FY 25 LRA

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: _____
Address: _____
Contact: _____
Phone: _____
2. Company Name: _____
Address: _____
Contact: _____
Phone: _____
3. Company Name: _____
Address: _____
Contact: _____
Phone: _____
4. Company Name: _____
Address: _____
Contact: _____
Phone: _____
5. Company Name: _____
Address: _____
Contact: _____
Phone: _____

End of Exhibit G.

EXHIBIT H
(to be submitted with bid)
NON-COLLUSION AFFIDAVIT
Street Resurfacing and Striping – FY 25 LRA

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 20th day of October 2025

F.S. Scarbrough, LLC

(Name of Organization)

Vice President

(Title of Person Signing)


(Signature) Damon Derixson

- SPL0ST 11-05
(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia)

COUNTY OF Coweta)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 20th day of October, 2025.


Notary Public Signature

My Commission Expires: 2.13.2029

End of Exhibit H.

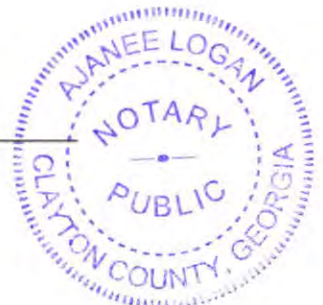


EXHIBIT I
CLARKSTON- SPECIFIC SPECIFICATIONS

PURPOSE – INTENT – PROJECT DESCRIPTION

The City of Clarkston's purpose with this ITB is to select a qualified asphalt resurfacing contractor to successfully mill and resurface 5 city streets, deep patch and resurface a section of East Ponce de Leon and to re-stripe 2 city streets. Refer to Exhibit A for Project Location Maps.

FY 25 LAR RESURFACING PROJECT
Asphalt Quantity Table

STREET NAME	FROM	TO	AVG WIDTH (ft.)	LENGTH (ft.)	MILLING DEPTH (IN.) Variable	MILL (SY)	9.5 MM Spread rate; 135 lbs/sy	19 MM Spread Rate; 220 lbs/SY	LEVELING 9.5 Type II Spread Rate – 85 lbs/SY ²
Debelle St.	Market St	North Indian Creek Dr	24	750	1.5 - 2	2000	135	0	85
Ridgeland Trail	Maclaren Dr.	Dead End	23	550	1.5 - 2	1406	95	0	60
Vaughan St	Hill St.	Montreal Rd	24	1100	1.5 - 2	2933	198	0	125
Mell Ave	Mell Ave	Dead End	27	445	1.5 - 2	1335	90	0	57
Casa Ct.	Casa Dr.	Dead End	24	210	1.5 - 2	560	38	0	24
East Ponce de Leon	4062 East Ponce de Leon	4050 East Ponce de Leon	30	160	6.0 to 8.0	934	126	206 ¹	0
SUB-TOTAL				3,225		9168	682	206	351
10% CONTINGENCY FOR UNFORESEEN SITE CONDITIONS						917	68	21	35
TOTAL						10,085	750	227	386

Note: ¹ Patching East Ponce de Leon – mill to depth as instructed by inspector. Inlay single or double layer of 19 mm (220 lbs/sy spread rate); dependent on field conditions during milling operations followed by min. of 2 (two) asphalt layers of 1.25 inches each of 9.5 mm Type 2 surface course

² A 9.5 mm leveling course of ¾ in. to 1 inch on city streets as a crack relief layer; dependent on field conditions, followed by a 1.25 inches of a single layer of a 9.5 MM type II surface course.

FY 25 LRA STREET RE-STRIPING TABLE

STREET NAME	FROM	TO	DESCRIPTION
North Indian Creek Drive	East Ponce de Leon	Montreal Road	Re-stripe all existing striping
Montreal Road	East Ponce de Leon	City of Tucker City Limits	Re-stripe all existing striping

CONDITIONS SUMMARY

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

- I. Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- II. The Contract ITB Documents including but not limited to the scope of work, and specifications;
- III. City of Clarkston ordinances and regulations;
- IV. OSHA standards and guidelines
- V. Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil

Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail, and the total price will be corrected.

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a unit price bid, and the estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Payment will be made based on actual work completed as shown in the pay request, which is to include quantities and man hours.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.

Materials must come from GDOT approved sources. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work, have been completed and evaluated. Standard Specification 106 - Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by a GDOT approved consultant/lab hired by the contractor.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. **Bidder shall provide references demonstrating experience-completing at least 3 projects of similar scope.**

10% retainage will be withheld from the total amount due the contractor until Final Acceptance of work is issued by the City. The city will inspect the work as it progresses.

PROCUREMENT SCHEDULE

Deadline to Submit Questions	5:00 PM; October 6, 2025
Deadline to Submit Bid	3:00 PM; October 20, 2025
Anticipated NTP	December 2025
Completion Date	60 days after City Issuance of a NTP

PROSECUTION AND PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed within 60 calendar days after the city issues a Notice-to-Proceed. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding punch list work). The completion of the punch list shall be completed within the time frame identified in this ITB.

Upon Notice of Award, the Contractor will be required to submit a Progress Schedule.

At minimum, the Contractor will conduct on the project site one (1) overall contract pre-construction meeting to include the City Project Manager/Engineer, shortly after the contract award and one (1) additional meeting with the City staff and pavement marking subcontractor prior to the commencement of the pavement marking.

The normal workday for this project shall be 9:00AM to 4:00PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request

by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day etc.)

The work will require a bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon substantial completion of the work. The contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the contractor at his expense prior to issuance of Final Acceptance.

The contractor shall be assessed liquidated damages in the amount of \$500.00 per calendar day for any contract work (excluding punch list) that is not completed within 60 calendar days of the city issued Notice-to-Proceed. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages for not completing any required Punch List within 30 calendar days of the resurfacing work being completed.

PERMITS AND LICENSES

The contractor shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

MATERIALS

All materials will meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications. The contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the city.

PUBLIC NOTIFICATION

The contractor shall be responsible for installing notification signs at all entrances to city streets that are to be resurfaced. The notifications are to be installed at least seventy-two (72) hours prior to commencement of work. The signs will be furnished by the Contractor. Signs shall be installed on temporary metal stakes driven in the ground or on metal tripods. Signs are to remain in place until contracted work (except punch list) has been completed and accepted. The sign details are as follows:

- "Clarkston Pedestrian Improvement Project for You!"
- Sign dimensions; 2 ft. x 2 ft. – two-sided metal or non-metal signs
- Sign installations shall occur a minimum of seventy-two (72) before work commences
- All signs to be removed once the project punch list is completed with the signs delivered to the City Public Works office
- City to provide city logo and color scheme to the contractor.

In addition, the City will require door knockers or similar notifications be provided to every resident on a street to be resurfaced – no exception. The City must review and approve of the "language" on the notification before they are provided to the residents. All door knockers and similar notifications are to be provided a minimum of 48 hours in advance of the work.

No separate payment will be made for this metal signs or door knockers.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractors responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Unit Price bid, and no payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be

requested without the written authorization of the city.

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor will not be entitled to any adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. The contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work" and included in the bid prices for items on the Bid Schedule.

TRAFFIC CONTROL

The contractor shall, at all times, conduct his work so as to ensure the least possible obstruction of traffic. The safety and convenience of the public and the residents along the roadway and the protection of persons and property shall be provided for by the contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin and destination are within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress include entrances and exits VIA driveways at various properties, and access to the intersecting roads and streets. The contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, utilizing pilot vehicles, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

The contractor shall furnish, install, and maintain all necessary and required barricades, signs and other traffic control devices (including suitable lighting for night work) in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public. Advanced Warning signs can be placed on tripods. Night work will only be allowed on non-residential streets, and the night work hours are restricted to 9:00 PM to 5:00 AM. The City Manager must approve of night work hours.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense. At no time will contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours, place temporary pavement markings (paint or removable tape) to match existing pavement markings **ON MILLED SURFACES**. No additional payment will be made for this work.

Pricing for personnel and equipment required for maintaining temporary traffic control, public convenience and safety are to be included Line Item for Traffic Control.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The contractor shall be responsible for the preservation of all public and private property, crops, fishponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of

the non-execution thereof by the contractor, he/she shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.

EDGE MILLING

Resurfacing shall be constructed to tie into existing streets, gutters and driveways with the best possible ride and aesthetic result. A milled paving notch, with a minimum 10 feet transition, shall be provided at each end of the overlay and at intersections, driveways, and side streets. Tie-ins shall be marked on the ground and approved by the City prior to paving.

REPAIR OF EXISTING PAVEMENT

This work shall consist of deep patching on East Ponce de Leon in the area marked by the city. The patching area shall be cut out a minimum of 6 inches below the surface of the existing asphalt pavement, trimmed to vertical sides, and all loose material removed. After the area has been cleaned, it shall be tack coated. The contractor will be allowed to use a milling machine to excavate for patches. The minimum width for the patches will be based on the size of the machine used to excavate but shall not exceed the width of a lane.

Asphaltic concrete patching will be paid for at the Contract Unit Price per ton and shall include milling/pavement removal, trimming, cleaning and all other incidental work. The contractor shall replace at his expense all patches, which are determined inadequate after inspection. The City reserves the right to change the depth of patching as needed.

BITUMINOUS TACK COAT

This work shall consist of the placement of bituminous tack. AC-20 or AC-30 shall be used. All surfaces shall be cleaned completely and thoroughly dry before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack coat shall be applied between .04 and .06 gallons per square yard. The cost for this item is incidental and shall be included in the unit price for the asphalt items.

CRACK RELIEF LEVELING COURSE

Contractor shall place between 0.75 to 1.0 inch" (85 to 125 lbs./sy.) of 9.5 Type II crack relief leveling course with thickness dependent on the field conditions and as directed by the city inspector.

ASPHALT CONCRETE PAVING

Surface course shall be 9.5mm Superpave, Type II, GP 2 only, including bituminous material & H lime. The streets shall be resurfaced with 1.25" (135 lbs./sy.) of surface course.

The plant mix materials from which the asphaltic pavement is manufactured and the plant at which it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (GDOT), Standard specifications, Articles 820; 802; 883; 831; 828; and 882. Please see Exhibits D, E & F for additional GDOT specifications required as part of this contract. Load tickets that meet Georgia Department of Transportation Specifications must accompany all delivered materials. The Contractor must supply copies of all asphalt tickets to the city inspector on the day that the asphalt is delivered and placed.

The Contractor will be responsible to procure and contract with for services of a material testing firm for purposes of testing of the asphalt. Testing frequency shall be the same as required by GDOT. The cost for this item is incidental and shall be included in the unit price for the asphalt items.

A job mix formula for each asphalt type shall be submitted to the City for approval a minimum of 1 week before work commences.

ADJUSTING UTILITY STRUCTURES TO GRADE

The contractor will be responsible for the adjustment of all water valves at no additional cost to the city. The contractor is required to adjust all utilities after asphalt placement. Riser rings may be used for manholes. For manholes, Contractor shall cut a 4' by 4' square to a depth of 4" and replace with Class B concrete containing black dye to match the adjacent topping (9.5mm). The cost for Class B concrete and black dye shall be included in the cost for manhole adjustments; Line Item 100-1001.

The Contractor may choose to coordinate with DeKalb County Watershed prior to adjustments to ensure installations are occurring per county standards. At a minimum, the concrete encasement shall be placed with the black dye.

THERMOPLASTIC PAVEMENT MARKINGS

This work shall consist of placement of Thermoplastic Pavement Markings. Final (thermoplastic) pavement markings shall be placed at least 20 calendar days but no more than 30 calendar days after placement of final asphalt lift. These final pavement markings shall match the original pavement markings including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically directed otherwise by the City. Final pedestrian crosswalk markings shall adhere to the latest standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list. This will consist of a solid line to the beginning of tapers with mini skips through the length of the taper followed by a 5-inch solid line.

SOLID TRAFFIC STRIPE, 24 IN, WHITE

24-inch white permanent solid stripe is to be installed as a stop bar at every stop sign on city streets.

SIGNAL SYSTEM REPAIR

This work shall consist of repair and installation of loop detectors damaged because of milling, deep patching and/or paving operations. When operations damage existing traffic signal loops, the Contractor shall replace the loops not more than 7 calendar days after final asphalt lift is placed. The contractor shall immediately notify the City Inspector when loops are damaged. When loop replacements at an intersection are complete, the contractor shall again notify the City Inspector.

Location of replacement loop detectors and lead-in wire, where practical, shall coincide with original location. If, at the splice location a pull box does not exist, a traffic signal pull box (PB-1) conduit and loop lead-in shall be installed per GDOT specifications and as directed by the City Inspector. Pull boxes installed shall be on the GDOT qualified products list. Testing of the replacement loop detectors shall be performed at the point where the loop wire is spliced to the existing shielded lead-in wire. There shall be no work or testing required beyond this splice point.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Milling operation shall be followed immediately by clean-up at which the contractor is to provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. Do not allow dust control to restrict visibility of passing traffic or

to disrupt adjacent property owners. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete or other materials. After asphalt placement, additional cleanup (loose asphalt and related construction debris in the gutter or on the road surface) shall be removed within 3 days of resurfacing being completed on each road. Failure to perform this cleanup will result in retainage being permanently withheld to allow the city to procure the services of another contractor to perform the cleanup tasks.

SAFETY

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

End of Exhibit I

EXHIBIT J

(to be submitted with bid)

BID SCHEDULE OF ITEMS

City of Clarkston, GA

Street Resurfacing and Striping – FY 25 LRA

Project Description: Provide all labor, materials, equipment and services for asphalt deep patching, street utility adjustments, milling, leveling, resurfacing and striping on various city streets.

ITEM NO.	ITEM	UNIT	APPROX. QTY	UNIT PRICE	AMOUNT
100-1001	ADJUST MANHOLES TO GRADE	EA	10	767.60	7,676.00
150-1000	TRAFFIC CONTROL	LS	1	21,371.81	21,371.81
151-1000	MOBILIZATION	LS	1	4,919.27	4,919.27
402-1802	RECYCLED ASPH CONC PATCHING, 19 MM, INCL BITUM MATERIAL & LIME Description: spread rate 220 lbs/sy	TN	227	124.52	28,266.04
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME Description: Spread Rate 135 lbs/sy	TN	750	128.96	96,720.00
402-3190	RECYCLED ASPH CONC, LEVELING COURSE, 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME Description: Spread Rate: Between 85 to 125 lbs/sy	TN	386	132.89	51,295.54
432-0208	MILL ASPH CONC PVMT, VARIABLE DEPTH (1.5-2 IN.) DEPTH	SY	10,085	1.35	13,614.75
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	13197	.54	7,126.38
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	6817	2.87	19,564.79
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	403	8.86	3,570.58
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	GLF	5434	.54	2,934.36
653-6004	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	LF	5674	.52	2,950.48
653-2801	SOLID TRAF STRIPE, 8 IN, WHITE	LF	2722	2.87	7,812.14
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	1680	.63	1,058.40
653-6004	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, YELLOW	LF	1440	.52	748.80
653-1804	THERMOPLASTIC TRAF STRIPE, YELLOW	SY	250	6.25	1,562.50
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP2	EA	15	104.24	1,563.60
653-0220	THERMOPLASTIC PVMT MARKING, WORD, TP2	EA	1	260.60	260.60
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP1	EA	2	104.24	208.48
653-0090	THERMOPLASTIC PVMT MARKING, BIKE SYMBOL	EA	2	364.85	729.70
653-1804	THERMOPLASTIC TRAF STRIPE, WHITE	SY	120	6.25	750.00
NA	OWNERS CONTIGENCY	LS	1	10,000.00	10,000.00
				TOTAL	\$ 284,704.22

BID SCHEDULE

(to be submitted with bid)

STREET RESURFACING AND STRIPING – FY 25 LRA

In compliance with the Project Specifications, the undersigned offers and agrees that if this Bid is accepted by the CITY, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) and that the submitted bid will be valid from the date of the contract signature by both parties to the date of the city's NTP issuance (duration not to exceed 60 days) and said submitted bid price shall remain valid during the entire duration of the construction.

COMPANY F.S. Scarbrough, LLC

ADDRESS 1955 E Hwy 34, Newnan, GA 30265

AUTHORIZED SIGNATURE 

PRINT / TYPE NAME Damon Derksen

TITLE VP

DBE % Proposed _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

End of Exhibit J.

EXHIBIT K

BID FORM and ADDENDA ACKNOWLEDGEMENT

(to be submitted with bid)

TO: CITY OF CLARKSTON

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with CITY, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

Bid Number: SPLOST II – 05

Street Resurfacing and Striping – FY 25 LRA

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the CITY in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within seven (7) calendar days from receipt of Notice to Proceed and to complete all Work within sixty (60) calendar days from the Notice to Proceed. If quantifiable weather or city-initiated actions results in quantifiable delays, the CITY will provide a new completion date.

Attached hereto is an executed Bid Bond in the amount of \$ see attached Dollars (Five Percent of Total Bid). **Bid Bond Amount to be for the TOTAL Bid Amount submitted.**

If this bid shall be accepted by the CITY and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the CITY may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the CITY as liquidated damages.

Bidder acknowledges receipt of **"Response to Questions"** and/or the following **Addenda**:

Addendum No.	Date Viewed
<u>1</u>	<u>NO DATE</u>
<u>2</u>	<u>9.22.25</u>
<u>3</u>	<u>NO DATE</u>
<u>4</u>	<u>NO DATE</u>

Add additional pages as necessary for the Addendum.

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this 20th day of October 2025

Bidder F. S. Scarbrough, LLC (Seal) Company Name

Bidder Mailing Address:

P.O. Box 2613

Peachtree City, GA 30269

Signature:



Print Name:

Damon Derixson



End of Exhibit K

ADDENDUM

5 10.4.25
6 10.4.25
7 10.4.25
8 10.4.25
9 10.4.25
10 10.4.25
11 10.4.25
12 10.4.25

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff, a MMA LLC Company 741 W. Lanier Ave., Suite 100 Fayetteville, GA 30214-GA 770 471-7100		CONTACT NAME: GA Certificate Team PHONE (A/C, No, Ext): 770 471-7100 E-MAIL ADDRESS: Certificate@McGriff.com FAX (A/C, No):	
INSURED F.S. Scarbrough, LLC Po Box 2613 Peachtree City, GA 30269-0613		INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Mutual Insurance Co. NAIC # 23396 INSURER B: Illinois Union Insurance Company 27960 INSURER C: Hartford Fire Insurance Company 19682 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		CPP21181410402	08/01/2025	08/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CA21181430402	08/01/2025	08/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		CU21181420402	08/01/2025	08/01/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		WC21190290302	11/05/2024	11/05/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Pollution		CPYG71167215007	08/08/2024	08/08/2025	\$2,000,000
C	Equip Leased/Rent		20MSEN5444	08/01/2025	08/01/2026	\$750,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

****Please see attached forms****

CG7049 04/17 - Contractors General Liability Extension Endorsement

CG7324 03/23 - Contractors Blanket Flex Additional Insured Endorsement Form A

CA7115 11/09 - Advantage Commercial Automobile Broad Form Endorsement

CU0001 04/13 - Commercial Liability Umbrella Coverage Form

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

F.S. Scarbrough, LLC
 PO Box 2613
 Peachtree City, GA 30269

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Anthony Parker Jr.

DESCRIPTIONS (Continued from Page 1)

CU2480 12/19 Waiver Of Transfer Of Rights Of Recovery Against Other To Us (Waiver Of Subrogation) Automatic

CU7101 0417 Advantage Umbrella Liability Ext End

CU7467 03/23 - Primary Non-Contributory Coverage When Required By A Written Agreement

WC000313 Blanket Waiver of Subrogation (0484)

****Work Comp Info****

Excluded Officers: Frank Scarbrough

Excluded Officers: Amanda Scarbrough

Policy 20MSEN5444 Leased/Rented Equipment

Limit: Below \$250,000 Deductible: \$2,5000

Limit: \$250,000 and above Deductible: \$5,000

For information only

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

F.S. Scarbrough, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1955 E. Hwy 34

Requester's name and address (optional)

6 City, state, and ZIP code

Newnan, GA 30265

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

4 7 - 1 3 3 5 4 7 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Franklin Scarbrough

Date ► 01/06/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Coweta County

BUSINESS LICENSE & REGULATORY PERMIT

Community Development
Business License Division
22 East Broad Street, Suite 222
Newnan, GA 30263
770-254-2626
coweta.ga.us

Date Issued: 12/30/2024

Certificate No.: LIC-COM-24-000124

Business Name: F.S. Scarbrough, LLC

Business Address: 1955 E HIGHWAY 34, NEWNAN, GA 30265

Business Contact: Franklin Scarbrough

Federal ID No.: 47-1335479

NAICS No.: 238910 - Site Preparation Contractors

Permitte Name:

Regulatory Code: Building and Construction contractors, subcontractors, and workers

Notes: Commercial Contractor

Corporation Name: F.S. Scarbrough, LLC

Mailing Address: PO BOX 2613, PEACHTREE CITY, GA 30269

Business License Official

CERTIFICATE MUST BE DISPLAYED FOR PUBLIC VIEW IN BUSINESS ESTABLISHMENT.
VALID ONLY AT THIS LOCATION.
COWETA COUNTY MUST BE NOTIFIED OF ANY CHANGES.
CERTIFICATE IS NON-TRANSFERABLE AND NON-REFUNDABLE
PERMIT VALID FOR THE PERMITTEE ONLY.

EXPIRATION: 12/31/2025

DRUG-FREE

Certification

F.S. Scarbrough, LLC

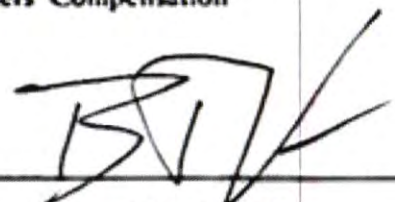
Has Been Certified As A
DRUG-FREE WORK PLACE

And Is Awarded this Certificate By The State Board of Workers' Compensation

This Day of April 28, 2025

And Expires April 28, 2026




CHAIRMAN

Quantity	Description & Capacity of Items	Age of Items	Condition
1	Trench Box	3.5 years	Good
1	Pipe Laser	3.5 years	Good
1	Komatsu D51	3.5 years	Good
1	Komatsu PC36	3.5 years	Good
1	Komatsu PC21	3.5 years	Good
1	Traffic Control	3.5 years	Good
1	CAT D6K	3.5 years	Good
1	Kenworth W900L Lowboy Truck	3.5 years	Good
1	CAT 926M	3.5 years	Good
1	CAT 314	3.5 years	Good
1	CAT 229D	3.5 years	Good
1	HAMM h11xp	3.5 years	Good
1	HAMM h11xp	3.5 years	Good
1	Trailer	3.5 years	Good
1	CAT Trencher Roller	3.5 years	Good
1	Sweeper	3.5 years	Good
1	Komatsu D61	3.5 years	Good
1	Carry on 6X12	3.5 years	Good
1	Komatsu HM400-5	5 years	Good
1	Komatsu HM400-5	5 years	Good
1	Bomag BW177 D-5	5 years	Good
1	Bomag BW145	5 years	Good
1	Caterpillar 305E	5 years	Good
1	Caterpillar	5 years	Good
1	Caterpillar	5 years	Good
1	Komatsu PC290	5 years	Good
1	Komatsu PC490	5 years	Good
1	Komatsu D51PX	5 years	Good
1	Komatsu PC360	5 years	Good
1	Komatsu WA32	4 years	Good
1	Komatsu H101P	4 years	Good
1	Horton Trailer	4 years	Good
1	John Deere Tractor	4 years	Good
1	Horton Trailer	4 years	Good
1	Laser Stand	4 years	Good
1	Wacker Packer	4 years	Good
1	Pipe Laser	4 years	Good
1	Golf Cart	4 years	Good
1	Kubota MG-141	3 years	Good
1	Kubota SVL95-2	3 years	Good
1	Western Star W54700S Dump Truck	3 years	Good
1	Western Star W54700S Dump Truck	3 years	Good
1	Dumpster	3 years	Good
1	Trailers	3 years	Good
1	Kenworth T880 Dump Truck	3 years	Good
1	Kubota SLV95	4 years	Good
1	Kenworth Roll Off Truck	4 years	Good
1	Testing Equipment	4 years	Good
1	Buckets	4 years	Good
1	Compactor	4 years	Good

1	Dumpsters	4 years	Good
1	Kubota SVL75	4 years	Good
1	CAT Trencher Roller	4 years	Good
1	Komatsu PC360	4 years	Good
1	Kubota SVL75	4 years	Good
1	John Deere 624	4 years	Good
1	Komatsu D155	2 years	Excellent
1	Komatsu H10IP	2 years	Excellent
1	Komatsu PC210	2 years	Excellent
1	Komatsu PC390	2 years	Excellent
1	Komatsu D61	2 years	Excellent
1	Cat-303.52CR	2 years	Excellent
1	Cat-303.52CR	2 years	Excellent
1	Cat Trench Roller	2 years	Excellent
1	Cat 308.07CR	2 years	Excellent
1	Cat 305.5E2	2 years	Excellent
1	Weiler Compactor Model CC248	2 years	Excellent
1	Dumpster	1 year	Excellent
1	Dumpster	1 year	Excellent
1	Dumpster	1 year	Excellent
1	Dumpster	1 year	Excellent
1	Dumpster	1 year	Excellent
1	Cat Motor Grader	1 year	Excellent
1	Conveyor Belt	1 year	Excellent
1	Komatsu Dozer	1 year	Excellent
1	Komatsu Dozer	1 year	Excellent
1	Cat Excavator	1 year	Excellent
1	Komatsu Excavator	1 year	Excellent
1	Supeior SM74J Broom Sweeper	1 year	Excellent
1	Komatsu Excavator	1 year	Excellent
1	Komatsu Excavator	1 year	Excellent
1	Komatsu Excavator	1 year	Excellent
1	Smooth Drum Roller	1 year	Excellent
1	Pad Foot Roller	1 year	Excellent
1	Pad Foot Roller	1 year	Excellent
1	Komatsu HM400-5 Articulated Dump	1 year	Excellent
1	Komatsu HM400-5 Articulated Dump	1 year	Excellent
1	Komatsu HM400-5 Articulated Dump	1 year	Excellent
1	Metso LT106 Crusher	1 year	Excellent
1	Kubota SVL75-2HWC	.5 year	Excellent
1	H71 Roller WGH0H270 Smooth Roller	1 year	Excellent
1	HD14 Dual Vibe Roller	1 year	Excellent
1	Kubota SVL97-2HFC	.5 year	Excellent
1	Kubota SVL75-2HWC	.5 year	Excellent
1	Komatsu WA270-8 RT loader	.5 year	Excellent
1	Komatsu WA270-8 RT loader	.5 year	Excellent
1	Excavator PC360LC-11	.5 Year	Excellent
1	Caterpillar 140 Motor Grader	1 year	Excellent
1	Mack Dump Truck	5.5 years	Good
1	Mack Dump Truck	5.5 years	Good
1	Dodge Ram	4.5 years	Good
1	Dodge Ram	4.5 years	Good

1	Dodge Ram	4.5 years	Good
1	Jeep Wrangler	4.5 years	Good
1	Dodge Ram	4.5 years	Good
1	Trailer	4.5 years	Good
1	Ford 150	4.5 years	Good
1	Dodge Ram	4 years	Good
1	Ram 2500	3.5 years	Good
1	RAM3500	4.5 years	Good
1	RAM3500	4.5 years	Good
1	Fuel Truck	4.0 years	Good
1	Water Truck	4 years	Good
1	Ford F250	5 years	Good
1	Ford F-150	5 years	Good
1	Ford F-150	5 years	Good
1	Ford F-250	4 years	Good
1	Ford F-250	4 years	Good
1	Ford F-250	4 years	Good
1	Dodge Ram 3500	2 years	Excellent
1	Dodge Ram 5500	1 year	Excellent
1	Wirtgen W220i Cold Milling Machine	1 year	Excellent
1	Weiler Asphalt Paver 1W90P385TLB00	1 year	Excellent
1	Etnyre T370 Tack Truck	1 year	Excellent
1	Leeboy L600T Track Distributor Trailer	1 year	Excellent
1	Dodge Ram 5500	1 year	Excellent
1	Dodge Ram	1 year	Excellent
1	Dodge Ram	1 year	Excellent
1	Dodge Ram	1 year	Excellent
1	Western Star 4700SF Dump Truck	2 years	Excellent
1	Western Star 4700SF Dump Truck	2 years	Excellent
1	Kenworth T880HD Lowboy #2	.5 year	Excellent
1	Ford F150	1 year	Excellent
1	Ford F150	1 year	Excellent
1	Ford F150	1 year	Excellent
1	Ford F150	1 year	Excellent
1	Dodge3500 Crew Cab	1 year	Excellent
1	Ford Explorer	1 year	Excellent
1	Dodge Ram 1500	1 year	Excellent
1	Dodge Ram 2500	1 year	Excellent
1	Dodge Ram 4500	1 year	Excellent
1	Dodge Ram 3500	.5 year	Excellent
1	Dodge Ram 1500	.5 year	Excellent
1	Freightliner M2	1.5 year	Excellent
1	Komatsu SLV5 Skid Steer	.5 year	Excellent
1	Kenworth T370	.5 year	Excellent
1	Fontaine Gooseneck Trailer	.5 year	Excellent
1	Nitrogen Stinger Trailer	.5 year	Excellent



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: F.S. Scarbrough LLC

Owner: Franklin Scarbrough

Address: 500 West Lanier Ave
Suite 911
Fayetteville GA 30214

Primary Source License Information

Lic #: GCCO008199	Profession: Residential/General Contractor	Type: General Contractor Company
Secondary:	Method: Application	Status: Active
Issued: 4/4/2023	Expires: 6/30/2026	Last Renewal Date: 5/20/2024

Associated Licenses

Relationship: Supervisor

Licensee: Herr, Joshua Lloyd

License Type: General Contractor Qualifying Agent

License #: GCQA008198

License Status: Active

Established: 4/4/2023

Association Date: 3/2/2023

Expiry:

Type: Prerequisite User

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: July 8, 2024 11:5:5

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: F S Scarbrough LLC

Owner: Franklin Samuel Seabrough

Address: P O Box 2613

Peachtree City GA 30269

Primary Source License Information

Lic #:	UC302310	Profession:	Utility	Type:	Utility Contractor
Secondary:		Method:	Application	Status:	Active
Issued:	10/22/2014	Expires:	4/30/2027	Last Renewal Date:	4/7/2025

Associated Licenses

Relationship: Supervisor

Licensee: Peppers, Jason Kyle

License Type: Utility Manager

License #: UM102398

License Status: Active

Established:

Association Date: 1/31/2017

Expiry: 1/1/2022

Type: Prerequisite User

Relationship: Supervisor

Licensee: Scarbrough, Franklin Samuel

License Type: Utility Manager

License #: UM102644

License Status: Active

Established:

Association Date: 7/15/2014

Expiry:

Type: Prerequisite User

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: April 8, 2025 13:55:12

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.



**USI Insurance Services
National, Inc.**
1 Concourse Parkway NE
Suite 700
Atlanta, GA 30328

To Whom It May Concern:

It is our understanding that our client, **F. S. Scarbrough, LLC** is bidding on the above captioned project. As such it is our pleasure to inform you that they are in excellent standing with their surety, **Amerisure Mutual Insurance Company**. In addition, we are pleased to confirm that they have ample bonding capacity of **\$100,000,000** and we are in a position to write the performance and payment bonds if awarded subject to standard underwriting criteria. However, any decision regarding the extension of surety credit is a matter between **Amerisure Mutual Insurance Company** and **F. S. Scarbrough, LLC** and no liability attaches to anyone in its absence

Amerisure Mutual Insurance Company is rated A XII (Excellent) by AM Best Company, the industry's leading independent rating agency and are licensed in the state of Georgia. They are also listed with the U.S. Treasury Department as an approved Surety Company.

F. S. Scarbrough, LLC enjoys an outstanding reputation and our firm is proud to be associated with them. If you need any additional information, please feel free to call me.

Best Regards

A handwritten signature in black ink, appearing to be "E. Mooney", written over a horizontal line.

Edward P. Mooney
678-777-4668



Russell R. McMurtry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

December 16, 2024

CERTIFICATE OF QUALIFICATION
Vendor ID: 15402

F.S. Scarbrough, LLC
500 West Lanier Avenue, Suite 911
Fayetteville, GA 30214

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued:

MAXIMUM CAPACITY RATING: \$104,100,000.00
CERTIFICATE EXPIRES: November 30, 2026
PRIMARY WORK CLASS/CODE: 205
SECONDARY WORK CLASS(ES)/CODE(S): 149, 150, 163, 201, 205A, 206A, 208, 209, 301, 310, 310A, 400, 400A, 424, 431, 432, 432A, 439, 441, 500A, 511, 513, 525, 550, 603A, 615, 622, 626, 660, 668, 670, 700, 800A and 820.

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification prior to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,


Patrick Allen, P.E.
Chairman, Prequalification Committee/Contractors

PA:TKA



F.S. SCARBROUGH LLC

CIVIL CONTRACTORS

INDIVIDUAL'S NAME	PRESENT POSITION	<u>YEARS OF CONSTRUCTION EXPERIENCE</u>	TYPE OF WORK EXPERIENCE
Franklin Scarbrough	President	<u>22 + Years</u>	Utility Contractor, Grading, Hauling, Landscape, Concrete, Asphalt, Construction Layout, Traffic Control, Misc. Erosion Control Items, Clearing & Grubbing Right of Way, Clearing & Grubbing, Roadway Excavation, Hauling Soil within the Project, Blasting, Crushing, Hauling Soil to the Project, Embankments, Subgrade Construction, Soil-Cement Construction, Graded Aggregate Construction, Hauling GAB, Hot Mix Asphaltic Concrete Construction, Hauling Asphaltic Concrete Mix, Surface Treatment, Grind Concrete Pavement, Mill Asphalt, Hauling Millings, PCC Pavement, Misc. Concrete, Concrete Structures, Bridges and Culverts, Retaining Walls, Reinforcement Steel, Precast Rein Concrete Box Culverts, Cofferdams, Storm Drain Pipe, Hauling Rip Rap to Project of all size, Jacking or Boring Pipe, Precast Concrete Barrier, Mech Stabilized Retaining Walls, Sanitary Sewers, Misc. Drainage Structures, Water Distribution, Grassing Hauling Aggregate, Asphalt Cement, Buildings
			DOT and Private Sector Grading, Utility Work and Bridges to Include: Construction Layout, Traffic Control, Misc. Erosion Control Items, Clearing & Grubbing Right of Way, Clearing & Grubbing, Roadway Excavation, Hauling Soil within the Project, Blasting, Crushing, Hauling Soil to the Project, Embankments, Subgrade Construction, Soil-Cement Construction, Graded Aggregate Construction, Hauling GAB, Hot Mix Asphaltic Concrete Construction, Hauling Asphaltic Concrete Mix, Surface Treatment, Grind Concrete Pavement, Mill Asphalt, Hauling Millings, PCC Pavement, Misc. Concrete, Concrete Structures, Bridges and Culverts, Retaining Walls, Reinforcement Steel, Precast Rein Concrete Box Culverts, Cofferdams, Storm Drain Pipe, Hauling Rip Rap to Project of all size, Jacking or Boring Pipe, Precast Concrete Barrier, Mech Stabilized Retaining Walls, Sanitary Sewers, Misc. Drainage Structures, Water Distribution, Grassing Hauling Aggregate, Asphalt Cement, Buildings
Edward "Eddie" Brewer	Vice-President	<u>47+ Years</u>	DOT and Private Sector Grading, Utility Work and Bridges to Include: Construction Layout, Traffic Control, Misc. Erosion Control Items, Clearing & Grubbing Right of Way, Clearing & Grubbing, Roadway Excavation, Hauling Soil within the Project, Blasting, Crushing, Hauling Soil to the Project, Embankments, Subgrade Construction, Soil-Cement Construction, Graded Aggregate Construction, Hauling GAB, Hot Mix Asphaltic Concrete Construction, Hauling Asphaltic Concrete Mix, Surface Treatment, Grind Concrete Pavement, Mill Asphalt, Hauling Millings, PCC Pavement, Misc. Concrete, Concrete Structures, Bridges and Culverts, Retaining Walls, Reinforcement Steel, Precast Rein Concrete Box Culverts, Cofferdams, Storm Drain Pipe, Hauling Rip Rap to Project of all size, Jacking or Boring Pipe, Precast Concrete Barrier, Mech Stabilized Retaining Walls, Sanitary Sewers, Misc. Drainage Structures, Water Distribution, Grassing Hauling Aggregate, Asphalt Cement, Buildings



F.S. SCARBROUGH LLC

CIVIL CONTRACTORS

INDIVIDUAL'S NAME	PRESENT POSITION	<u>YEARS OF CONSTRUCTION EXPERIENCE</u>	TYPE OF WORK EXPERIENCE
Edward "Ed" Shipley	<i>VP of Utility Construction</i>	<u>45+ Years</u>	Oversee Large Public and Private Utility Projects Work Included: Construction Layout, Traffic Control, Misc. Erosion Control Items, Clearing & Grubbing Right of Way, Clearing & Grubbing, Roadway Excavation, Hauling Soil within the Project, Blasting, Crushing, Hauling Soil to the Project, Embankments, Subgrade Construction, Soil-Cement Construction, Graded Aggregate Construction, Hauling GAB, Hot Mix Asphaltic Concrete Construction, Hauling Asphaltic Concrete Mix, Surface Treatment, Grind Concrete Pavement, Mill Asphalt, Hauling Millings, PCC Pavement, Misc. Concrete, Concrete Structures, Bridges and Culverts, Retaining Walls, Reinforcement Steel, Precast Rein Concrete Box Culverts, Cofferdams, Storm Drain Pipe, Hauling Rip Rap To Project of all size, Jacking or Boring Pipe, Precast Concrete Barrier, Mech Stabilized Retaining Walls, Sanitary Sewers, Misc. Drainage Structures, Water Distribution, Grassing Hauling Aggregate, Asphalt Cement



F.S. SCARBROUGH LLC

CIVIL CONTRACTORS

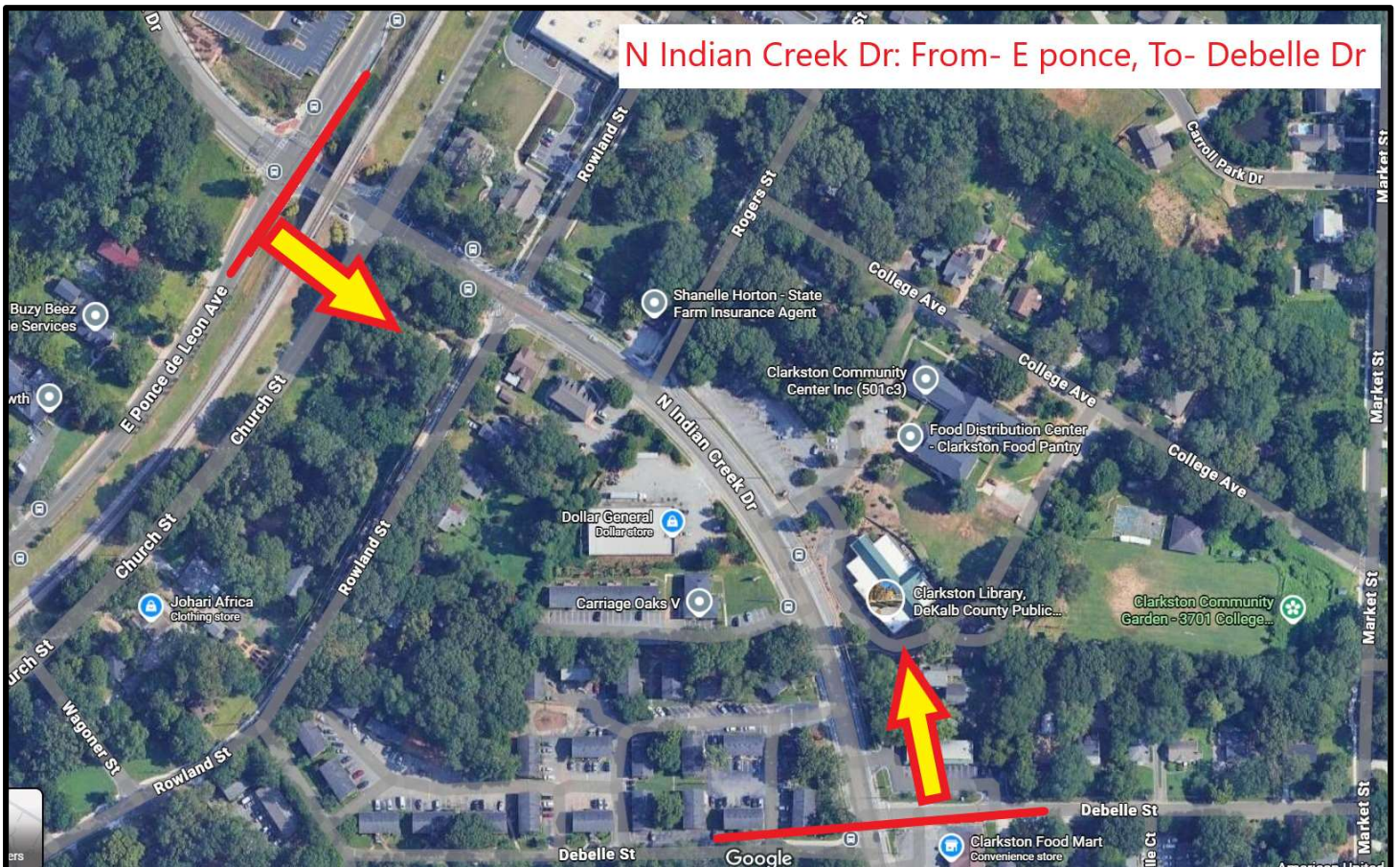
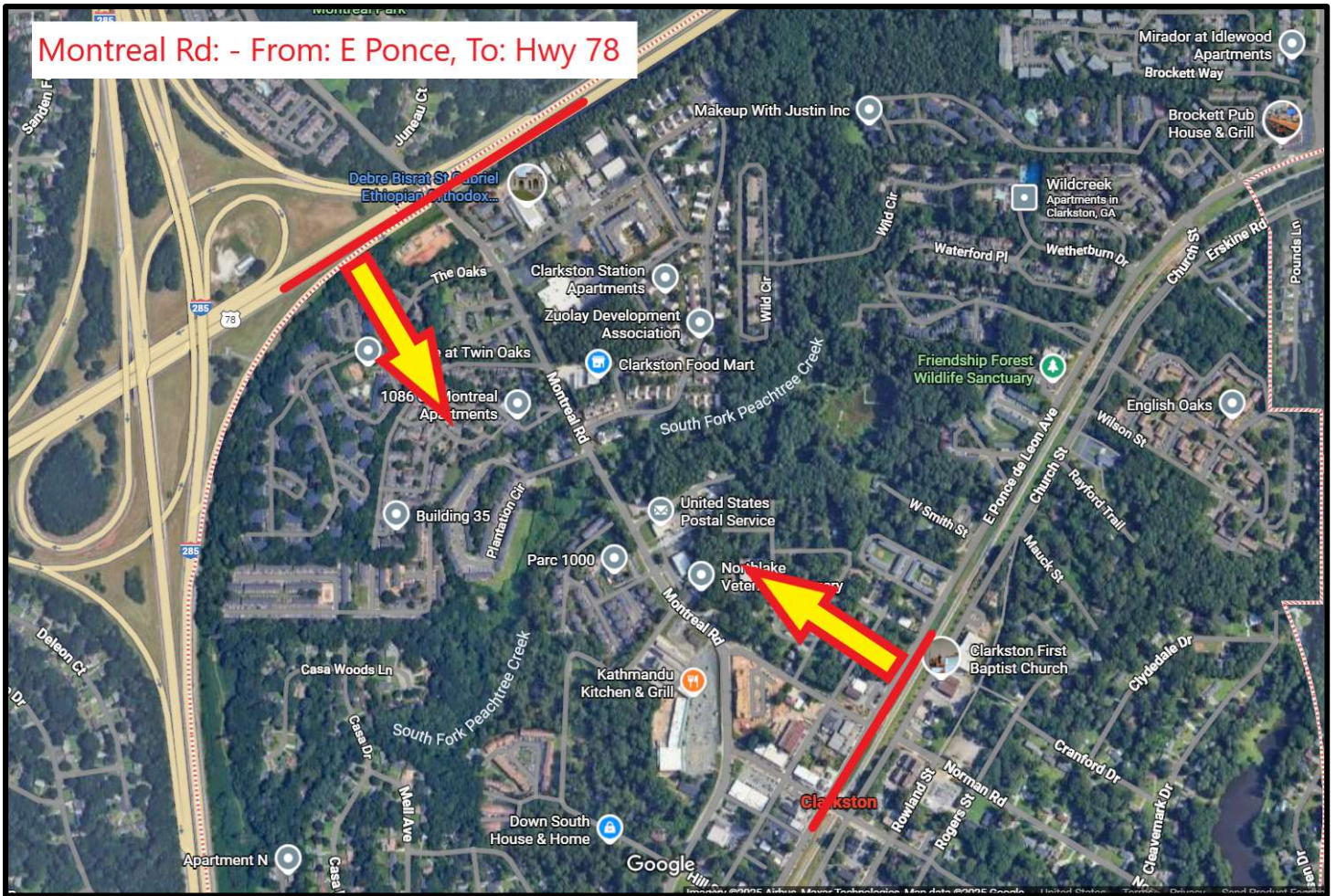
INDIVIDUAL'S NAME	PRESENT POSITION	<u>YEARS OF CONSTRUCTION EXPERIENCE</u>	TYPE OF WORK EXPERIENCE
Ross Wright	<i>VP of Paving Services</i>	<u>30+ Years</u>	Oversee Large Public and Private Civil, Paving & Utility Projects Work Included: Construction Layout, Traffic Control, Misc. Erosion Control Items, Clearing & Grubbing Right of Way, Clearing & Grubbing, Roadway Excavation, Hauling Soil within the Project, Blasting, Crushing, Hauling Soil to the Project, Embankments, Subgrade Construction, Soil-Cement Construction, Graded Aggregate Construction, Hauling GAB, Hot Mix Asphaltic Concrete Construction, Hauling Asphaltic Concrete Mix, Surface Treatment, Grind Concrete Pavement, Mill Asphalt, Hauling Millings, PCC Pavement, Misc. Concrete, Concrete Structures, Bridges and Culverts, Retaining Walls, Reinforcement Steel, Precast Rein Concrete Box Culverts, Cofferdams, Storm Drain Pipe, Hauling Rip Rap To Project of all size, Jacking or Boring Pipe, Precast Concrete Barrier, Mech Stabilized Retaining Walls, Sanitary Sewers, Misc. Drainage Structures, Water Distribution, Grassing Hauling Aggregate, Asphalt Cement
			Estimating and management of public and private building construction projects such as Hi-rise office buildings, museums, prisons, hospitals, hotels, schools, natatoriums, laboratory and research facilities, airports, retail, restaurants.
Kent Megorden	<i>VP of Construction</i>	<u>35+ Years</u>	Complete understanding of ground up building construction including Site work, utilities, concrete, masonry, structural steel, wood construction, skin construction, glass, doors, drywall, flooring, paint, accessories, pools, PEMB structures, roofing systems, elevators, plumbing, fire protection, HVAC systems including geo-thermal, solar electrical systems, electrical and low voltage controls and data.



F.S. SCARBROUGH LLC

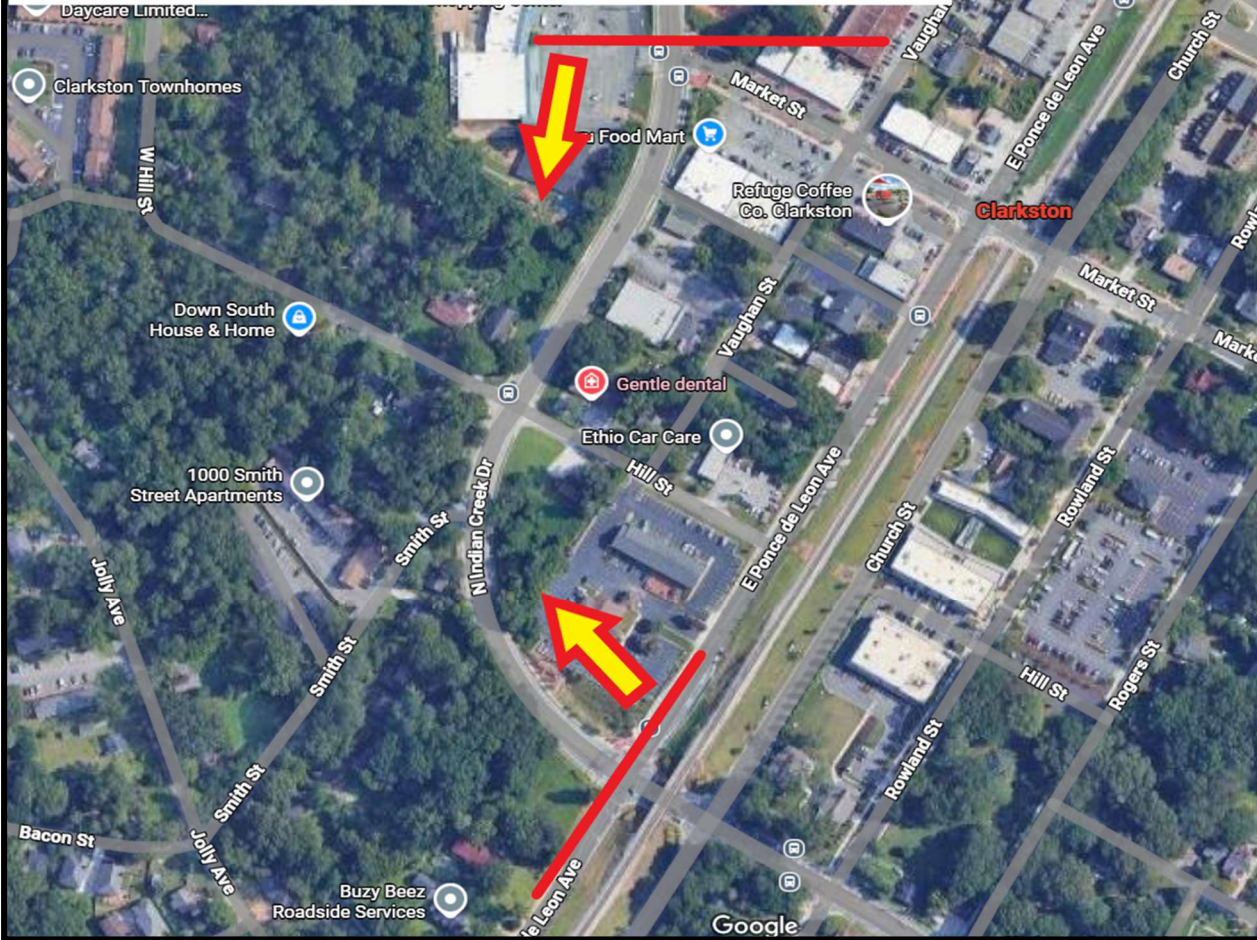
CIVIL CONTRACTORS

INDIVIDUAL'S NAME	PRESENT POSITION	<u>YEARS OF CONSTRUCTION EXPERIENCE</u>	TYPE OF WORK EXPERIENCE
Damon Derixson	Chief Estimator	<u>20+ Years</u>	Oversee Large Public and Private Civil & Utility Projects Work Included: Construction Layout, Traffic Control, Misc. Erosion Control Items, Clearing & Grubbing Right of Way, Clearing & Grubbing, Roadway Excavation, Hauling Soil within the Project, Blasting, Crushing, Hauling Soil to the Project, Embankments, Subgrade Construction, Soil-Cement Construction, Graded Aggregate Construction, Hauling GAB, Hot Mix Asphaltic Concrete Construction, Hauling Asphaltic Concrete Mix, Surface Treatment, Grind Concrete Pavement, Mill Asphalt, Hauling Millings, PCC Pavement, Misc. Concrete, Concrete Structures, Bridges and Culverts, Retaining Walls, Reinforcement Steel, Precast Rein Concrete Box Culverts, Cofferdams, Storm Drain Pipe, Hauling Rip Rap To Project of all size, Jacking or Boring Pipe, Precast Concrete Barrier, Mech Stabilized Retaining Walls, Sanitary Sewers, Misc. Drainage Structures, Water Distribution, Grassing Hauling Aggregate, Asphalt Cement CMAR, Estimating large scale projects/developments



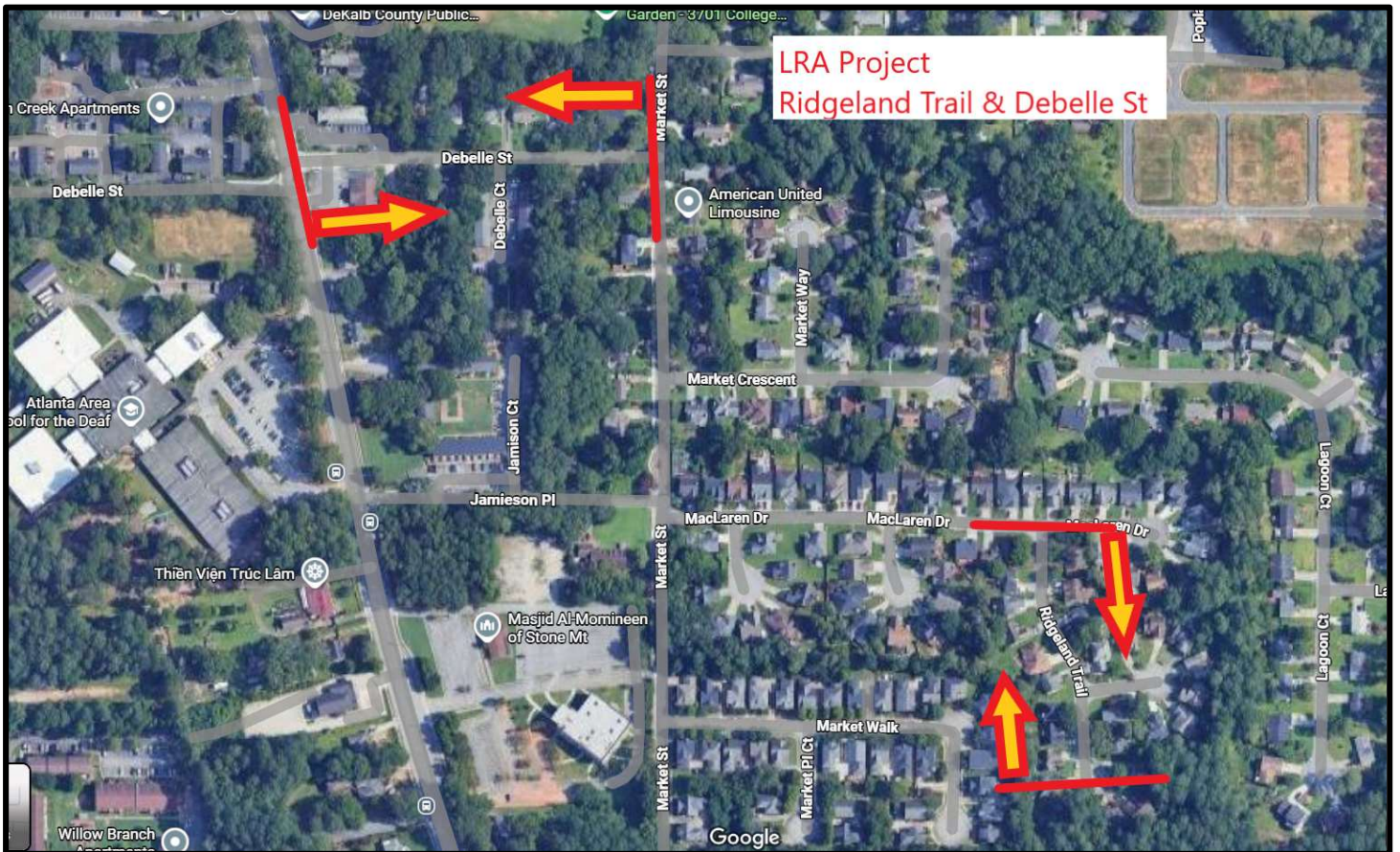
FY 25 LRA RESTRIPIING PROJECTS

N Indian Creek Dr: From- E pone, To- Market St



FY 25 RESURFACING PROJECTS





BID OPENING: 11/14/2025 - 5:00 PM

Page 159 of 600



EXHIBIT C

CLARKSTON

LMIG & LRA PROJECT HISTORY

FY18-25

LMIG/LRA FY	PROJECT NAME	PROJECT LIMITS/DESCRIPTION	STATUS
LMIG 18/19/20	Rowland Street Road Diet	• Market St to North Indian Creek; Rogers St from Market to NIC • Resurfacing, drainage, stormwater enhancements, new granite curb, signage and striping	• Completed August 2022 • Exceeded 30% local match
LMIG 21	Resurfacing 2 City Streets	• Vaughan St, Clarkston Industrial Blvd and Carroll Park Drive • Milling and Resurfacing	• Completed August 2022 • Exceeded 30% local match
LMIG 22	Church St and Lovejoy St. Sidewalks	• New sidewalk at Mell Ave pocket park to Lovejoy and Lovejoy from Church St. to PATH Trail • Reconstruct existing driveways, ADA ramps, 5 ft. sidewalks, pervious sidewalks at trees, retaining wall, one bench	• Advertised to-bid October 2022 • City council selection of low bidder on February 7, 2023 • Low bid exceeded 30% local match requirement • NTP to be issued 3/1/2023
LMIG 23/24 FY 23- \$93,532.50 FY 24 \$110,910.68	Church St sidewalk; Brockett Rd ADA ramps; Trimble/Clark/Smith St resurfacing	Council approved SPLOST II Resurfacing List Sept 4, 2024	• FY 23 funds rolled over into FY 24 for 2 years of LMIG funding • Resurfacing Projects advertised to-bid November 2024 • Bid Opening December 2024 - (Magnum Paving) - \$1,071,903 • Sidewalk Projects advertised Nov 2024 (Construction 57, Inc.) – contract amount \$233,457 • 30% local match requirement met on both contracts • Work completed May 2025
LRA 24 \$137,335.85	Lincoln Street/Lester Street/Jolly Ave (north)	• Variable milling and 1.5 in. 9.5 mm resurfacing • Undercut & deep asphalt patching	• LRA allocation – \$137,335.85 • Combined LRA and LMIG 23/24 into one bid package • Bid Amount - \$1,701,903 • No match required • Work completed May 2025
LMIG 25	Casa Drive/Rogers Street/Smith Street	• Variable milling and 1.5 in. 9.5 mm resurfacing	• LMIG 2025 change order to LMIG 23/24 contract

\$187,071.88	resurfacing		• \$187,071.88 • Low bid of \$1,071,903 exceeded the 30% local match requirement • Work Completed May 2025
LRA 25 \$137,876.46	DeBelle St/Ridgeland Trail/Mell Place/Casa Ct resurfacing; North Indian Creek/Montreal Road restriping and East Ponce de Leon asphalt patching	• Variable milling and 1.5 in. 9.5 mm resurfacing • Restriping 2 roads • Undercutting and asphalt patching	• Bid Opening 11/14/2025 - \$284,704.22 • LRA allocation - 137,876.46 • No match required

EXHIBIT B

CLARKSTON

ALL REMAINING STREETS TO BE RESURFACED

(street's resurfaced within the past 14 years not included)

2025 LMIG SUPPLEMENTAL FUNDING - \$137,876.46 WITH NO LOCAL MATCH REQUIRED

STREET	FROM	TO	LENGTH (feet)	EST. COST	Pavement Condition 10 = Excellent 5= Fair 1=Very poor	COMMENTS
Woodland Ave	Church Street	North Decatur Rd	950	\$50,350	6	Potential development projects over the years – recommend resurfacing in the future
Glendale Rd	RR Tracks	County Line	1,600	\$84,800	6	Pavement in Good Condition
Montreal Creek Court	Montreal Road	Cul-de-sac	580	\$30,740	5	Pavement in Fair Condition.
Montreal Rd	North Indian Creek	City of Tucker	2,760	\$146,280	7	Pavement in Good Condition
North Indian Creek	Montreal Road	County	4,100	\$1,200,000	7	Pavement in Good Condition; multi-lane roadway with additional traffic control; hold until road diet occurs
Mauck Street	Church Street	Dead End	700	\$37,100	3-4	Pavement in Fair to Poor condition; recommend delay in resurfacing – potential develop. projects
Jamieson Place	North Indian Creek	Market Street	580	\$30,740	3	Requires county \$ participation; 50% of road is in the county; road in Poor Condition
College Ave	Market St	Rogers Street	1,075	\$56,975	5	Hold until speed calming decision
Bacon Street	Jolly Ave	Pecan Street	485	25,705	5	Recommend hold for future storm water project; Pavement in Fair Condition
Popular Street	Market Street	Parking Lot	1,370	\$72,610	3-4	Pavement in Fair to Poor condition
East Avenue	Market Street	Parking Lot	1,030	\$54,590	3-4	Pavement in Fair to Poor condition;

						recommend hold on resurfacing until sanitary sewer repairs are completed by the county
Market Crescent	Market Street	Cul-de-Sac	950	\$50,350	5	Pavement Fair Condition; recommend resurfacing upon completion of storm water culvert replacement project; project underway in summer 2025
✓ DeBelle Street	Market Street	North Indian Creek Drive	750	\$39,750	3-4	Pavement in Fair to Poor Condition
Market Way	Market Crescent	Cul-de-Sac	310	\$16,430	5	Pavement Fair Condition; recommend resurfacing upon completion of storm water culvert replacement project; project underway in summer 2025
Market Walk	Market Street	Cul-de-Sac	850	\$45,050	5	Pavement in Fair Condition
Market Place Court	Market Walk	Cul-de-Sac	240	\$12,720	5	Pavement in Fair Condition
✓ Ridgeland Trail	MacLaren Dr	Cul-de-Sac	550	\$29,150	4	Pavement in Fair Condition
Park North Blvd (public section)	Church St	Private Rd Section	880	\$46,640	4	Pavement in Fair Condition
✓ Vaughan Street	Montreal Rd	Market St.	440	\$23,320	2	Pavement in Poor Condition
✓ Vaughan Street	Market Street	Hill Street	670	\$35,510	4	Pavement in Fair Condition
✓ Mell Place	Mell Ave	Dead End	445	\$23,585	3-4	Pavement in Fair to Poor Condition
✓ Casa Court	Casa Drive	Cul-de-Sac	210	\$11,130	3	Pavement in Poor Condition
Wagoner Street	Church Street	Rowland St.	225	\$11,925	4	Pavement in Fair to Poor Condition
Hill Street	North Indian Creek Drive	East Ponce de Leon	450	\$23,850	6	Pavement in Fair Condition
Brockett Road	East Ponce de Leon	Dead End	545	\$28,885	7	Pavement in Good Condition
Rayford Trail	Church Street	Dead End	565	\$29,945	7	Pavement in Good Condition
Jolly Street (South)	Rowland Street	County Line	845	\$44,785	5	Recommend hold until sidewalk project is completed; pavement in Fair Condition

APPROX. COST PER MILE FOR 2 INCHES ASPHALT MILLING, 2 INCHES ASPHALT RESURFACE & TRAFFIC CONTROL

\$280,000 (\$53 per foot)

NOTE: ✓ = LRA 25 Streets



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	7C	New Business Items	NO

SUBJECT: To approve a resolution awarding a professional services agreement to the most responsive and responsible bidder, Hasbun Construction, LLC, for the construction of gazebos and related streetscape amenity installations on Market Street in the amount of \$82,073.28, to be funded out of SPLOST I.

PRESENTER CONTACT: City Engineer, Larry Kaiser

PHONE NUMBER:

DEPARTMENT: Administration

PURPOSE: To install 4 - 16 ft. x 16 ft. wood-framed gazebos and corresponding streetscape benches and trash receptacles.

IMPACT: There are 3 – 24 ft. x 24 ft. existing gazebos on Market Street. These were constructed and installed with the Streetscape Project in 2017. The proposed 4 gazebos were omitted from the Streetscape Project. The 4 proposed gazebos are smaller than the existing gazebos due to area constraints. The gazebo design will be the same including the planting of Carolina Jasmine plants at each gazebo.

The location of the 4 proposed gazebos will be as follows; one gazebo will be placed where benches currently exist on the east and west side of Market Street, one additional gazebo will be placed on both the east and west side of Market Street will each gazebo to include 2 benches. One trash receptacle will be placed on both sides of Market Street and located between each gazebo.

The 4 new locations have been measured on site to ensure that pedestrian access is not impacted on the sidewalks and no obstructions to business signage. Conversations also occurred at an on-site meeting with Ms. Joanne Nguyen, owner of the commercial strip center on the east side of Market Street. She is satisfied with the footprint and pleased that the gazebos are being considered for possible installation.

FUNDING SOURCE: Funding source for this project would be SPLOST I. Funds remain in this SPLOST I program to fund this project.

RECOMMENDATION: To provide uniformity and fairness along all businesses along the commercial district of downtown Clarkston on Market Street, staff recommends installation of the 4 – 16 ft. x 16 ft. gazebos, 4 benches and 2 trash receptacles.

The following contractors and corresponding submitted bids are follows:

- Hasbun Construction, LLC - \$82,073.28
- HEC Construction Solutions, LLC - \$92,240.00
- RILEY CONSTRUCTION, INC. - \$148,000
- Collins General Construction - \$142,240

The low bid of \$82,073.28 was submitted by Hasbun Construction, LLC. Staff has evaluated the low bidder references and qualifications and recommend the bid be awarded to Hasbun Construction, LLC.

The City Engineers estimate prior to advertisement for bid was \$100,000.

NEXT STEPS: Prepare a contract for signature at the December 2 council meeting provided council approves of the project.

Attachments: Exhibit A – Location Plan Sheet
Exhibit B – Bid Tabulation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AWARING A PROFESSIONAL SERVICES AGREEMENT TO HASBUN CONSTRUCTION, LLC FOR THE CONSTRUCTION OF GAZEBOS AND RELATED STREETSCAPE AMENITY INSTALLATIONS ON MARKET STREET.

* * * * *

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

Section 1. That the City Council awards a professional services agreement to the most responsive and responsible bidder, Hasbun Construction, LLC, for the construction of gazebos and related streetscape amenity installations on Market Street in the amount of \$82,073.28, to be funded out of SPLOST I. A copy of said contract is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

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

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

CONSTRUCTION CONTRACT

GAZEBO CONSTRUCTION AND STREETSCAPE AMENITY INSTALLATIONS

This **CONSTRUCTION CONTRACT** (“Contract”) made and entered into the date last signed below by and between the City of Clarkston, Georgia (hereinafter called the “CITY”), and HASBUN CONSTRUCTION, LLC (hereinafter called the “Contractor”). (CITY and Contractor hereinafter sometimes referred to individually as “Party” or collectively as “Parties”)

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. TERM:

The Work to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter and be completed within 90 calendar days from the date stated in the Notice to Proceed letter. The “Term” of this Contract extends from the Notice to Proceed through such time as the Parties’ obligations herein have been satisfied.

2. ATTACHMENT(S):

The attached Exhibits A and B are incorporated herein by reference and specifically included in the **CONSTRUCTION CONTRACT**:

Exhibit A: General Conditions

Exhibit B: Submitted Bid Documents

3. PERFORMANCE:

Contractor agrees to furnish all skill and labor of every description necessary to carry and perform the services in accordance with the Contract Documents (the “Work”).

4. PRICE:

The CITY agrees to pay the Contractor, following receipt of a detailed invoice reflecting the actual Work satisfactorily performed by the Contractor, provided, however Contractor guarantees that the maximum price for materials, labor, and expenses, shall be the amount reflected in Bid Schedule; as included in Exhibit B.

5. INDEMNIFICATION AND HOLD HARMLESS:

Contractor further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontractor of the Contractor.

6. TERMINATION FOR CAUSE:

The CITY may terminate this Contract for cause upon ten (10) days prior written notice to the Contractor of the Contractor's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of CITY's rights or remedies provided for by law or by this Contract.

7. TERMINATION FOR CONVENIENCE:

The CITY may terminate this Contract for its convenience at any time upon 30 days' written notice to the Contractor. In the event of the CITY's termination of this Contract for convenience, the Contractor will be paid for those services actually satisfactorily performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Contractor which shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The CITY may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Contractor. In the event of the CITY termination of this Contract for fund appropriation, the Contractor will be paid for those services actually satisfactorily performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Contractor which shall itemize each element of performance.

9. CONTRACTOR NOT TO DISCRIMINATE:

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Contractor will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subcontractor for standard commercial supplies of raw materials.

10. {RESERVED}

11. ASSIGNMENT:

The Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the CITY in writing.

12. WAIVER:

A waiver by either Party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

13. SEVERABILITY:

The Parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

14. GOVERNING LAW:

The Parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed and will be performed in DeKalb County, Georgia.

15. MERGER CLAUSE:

The Parties agree that the terms of this Contract include the entire contract between the Parties, and as such, shall exclusively bind the Parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Signatures on the following page.

CITY OF CLARKSTON, GEORGIA

By: _____
Beverly H. Burks
Mayor

ATTEST: _____
Tomika Mitchell, City Clerk

Date: _____

Approved as to form:

Stephen Quinn

Stephen G. Quinn, City Attorney

HASBUN CONSTRUCTION, LLC:

Print Name _____

Print Title _____

ATTEST:

Date _____

Signature

Print Name _____

Print Title _____

GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide services to the CITY in accordance with the Contract Documents. All Work shall be performed in accordance with the Scope of Services developed by the CITY and attached hereto as Exhibit A.

2. REGULATIONS

- 2.1 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the Work specified herein.
- 2.2 The Contractor shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by Federal, State, and local laws, ordinance, rules and regulations, for the proper execution of the Work specified herein.
- 2.3 During the performance of this Contract, the Contractor shall keep current and, if requested by the CITY, provide copies of any and all licenses, registrations or permits required by applicable governing agencies, The Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract Work.

3. WORK HOURS

- 3.1 The Contractor shall normally perform on-site work during Standard Work Hours which are between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding observed holidays. The Contractor shall perform no work during CITY of Clarkston observed holidays without the prior written permission of the CITY.
- 3.2 In the event an emergency condition is declared by the CITY Project Manager or his respective designee, the Contractor will perform Work during such hours as requested by the CITY.
- 3.3 The CITY may order the Contractor to suspend, delay, or interrupt all or any part of the Work on for such a period of time as he may determine appropriate for the convenience of the CITY. The time for completion of the Work shall be extended by the number of days they work is suspended. The CITY shall not be responsible for any claims, damages or costs stemming from any delay of the Work.

4. CONTRACTOR'S PERSONNEL

- 4.1 The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor and its subsidiaries or related parties and its employees, including but not limited to the

GENERAL CONDITIONS

- Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 4.2 The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.
- 4.4 The Contractor shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor for work on the CITY of Clarkston right-of-way prior to such employee having tested negative for drugs. In addition, existing employees have tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the CITY or the CITY if requested.
- 4.5 The Contractor shall transfer promptly from the CITY any employee or employees that the CITY advises are not satisfactory and replace such personnel with employees satisfactory to the CITY; but in no event shall the CITY or the CITY of Clarkston be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.
- 4.6 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the CITY.
- 4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the CITY of Clarkston.
- 4.8 While working on CITY of Clarkston right-of-way, all Contractor's employees shall wear neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9 Designation of Supervisor- the Contractor shall designate an experienced Supervisor ("Supervisor") acceptable to the CITY for all purposes related to the work. The Supervisor on this project shall be Jose Hasbun. The Contractor shall provide the resume of the Supervisor proposed for the project and an interview with the CITY may be required.
- 4.9.1 The Supervisor shall be fully responsible for the Contractor meeting all of its obligations under this Contract. The Supervisor shall provide the CITY with an appropriate status report on the progress of the Work on a bi-weekly basis. This can be undertaken via a text or an email to the CITY Engineer.
- 4.9.2 The Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Supervisor and the CITY, but the final required times will be the CITY discretion.

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- 4.9.3 In the event that the designated Supervisor terminates employment with the Contractor or is requested by the CITY to be removed from the role of Supervisor (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the CITY prior approval.
- 4.10 If a Contractor replaces a proposed team member, the Contractor shall replace that team member of similar experience. The CITY reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the Work.

5. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Contractor to provide for all tools, parts, and equipment necessary to perform Work under this Contract.

6. PERFORMANCE REQUIREMENTS

- 6.1 The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Contractor shall adjust and coordinate its activities to the needs and requirements of the CITY and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the CITY.
- 6.2 The Contractor's personnel shall perform work in compliance with all Federal, State, and CITY of Clarkston regulations.
- 6.3 Dates for commencement and completion of Work shall be coordinated with the CITY Engineer.
- 6.4 Any work required beyond that which is specified herein shall be reported in advance to the CITY. At no time shall work beyond the scope be performed without prior written authorization from the CITY.
- 6.5 The Contractor shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.
- 6.6 Liquidated damages in the amount of \$250 per work day will be assessed in the event that work is not completed within the term of the contract; ninety (90) calendar days; unless there exists quantifiable events that are outside the control of the Contractor. If such events exist, the Contractor will document and provide to the CITY an explanation and the CITY will subsequently determine if such event (s) are excluded from the liquidated damages clause

7. CONFIDENTIAL INFORMATION

- 7.1 In the course of performing the Work, the Contractor may gain access to security-sensitive and other sensitive information of the CITY or the CITY.
- 7.2 The Contractor agrees to hold all CITY data and information in confidence and to make such information known only to its employees and subcontracts who

GENERAL CONDITIONS

have a legitimate need to know such information and only after advising such persons of the Contractor's non-disclosure obligations.

- 7.3 The Contractor shall seek the CITY prior written consent before using for any purpose other than the fulfillment of the Contractor's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 7.4 The Contractor shall employ such practices and take such actions to protect the CITY information from unauthorized use or disclosure as the Contractor employs and takes to protect its own information, but in no event shall the Contractor use less than reasonable efforts to protect the CITY information.
- 7.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8. WORK SITE

During the progress of the Work specified herein, the Contractor shall keep the area of and surrounding the Work Site free from accumulation of waste materials, and other debris resulting from, Work, as well as tools, equipment, machinery and surplus material, and leave the Work Site clean and ready for public use of the CITY right-of-way.

9. SAFETY AND PROTECTION

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby.

10. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

- 10.1 The CITY shall pay the Contractor, subject to any authorized deductions, the applicable prices set forth for each service authorized by the CITY, and actually delivered or performed, as the case may be, by the Contractor to the satisfaction and acceptance, as appropriate, of the CITY. The timing of such payments shall be as set forth below in the Section.
- 10.2 The Contractor shall invoice with such supporting documentation and other backup material as the CITY may reasonably require. The Contractor shall provide the Proof of Payment attached as an Exhibit hereto, indicating all subcontractors, if applicable, have been paid, and documented in each invoice.
- 10.3 The CITY will withhold ten (10%) as retainage on all invoices with retainage released upon completing all punch list items as approved by the CITY Engineer
- 10.4 The Contractor shall deliver to the CITY approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Contractor for the CITY under this Contract.

EXHIBIT A

GENERAL CONDITIONS

- 10.5 The CITY shall pay the undisputed amount of the Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the CITY from recovering any money paid in excess of that due under the terms of this Contract.
- 10.6 The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and expenses incurred for the Work performed hereunder. The CITY shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Contractor to third parties for labor and materials used for the Work hereunder, based on invoices submitted by such third party, and all such amounts paid by the CITY shall be applied toward, and shall reduce, amount owed to Contractor hereunder.
- 10.7 The Contractor shall submit all invoices electronically to the CITY's City Engineer; kaiser@co-infra-services.com.
- 10.8 The Contractor agrees that the compensation provided herein shall be full and final settlement of all claims arising against the CITY for work done, materials furnished, costs incurred or otherwise arising out of this Contract and shall release the CITY from any and all further claims related to the payment for services and materials furnished in connection with this Contract.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1 The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the CITY of Clarkston, any applicable rules, regulations or directives of any agency thereof. OSHA rules and regulations shall be followed at all times. The CITY shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the CITY should reasonably request in connection with any such challenge or contest by the CITY.

GENERAL CONDITIONS

- 11.2 The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.
- 11.3 The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of employees; including but not limited to the Contractor's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-02.

12. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for the prompt payment of any fines imposed by the CITY by any other federal, state or local governmental agency as a result of the Contractor's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 12 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 13 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

13. INDEMNIFICATION AND INSURANCE

- 13.1 The Contractor shall, to the extent allowed under Georgia law, indemnify, defend and hold completely harmless the CITY, including and without limitation CITY elected officials, CITY employees and CITY Engineer and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the CITY, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, in connection with the performance of this Contract regardless of where the damage, destruction, injury or death occurred, **unless** such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by CITY negligence and any person other than the Contractor or the Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Contractor to keep, observe or perform any of the covenants or agreements in this Contract which required to be kept, observed or performed by the Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 13.4 below by or in

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favor of any person described in Section 13.5 below, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. The CITY agrees to give the Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Contractor or its insurer to compromise and defend the same to the extent of its interest, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Contractor shall engage counsel reasonably acceptable to the CITY. In any suit, action, proceeding, claim or demand brought in respect of which the CITY may pursue indemnity, the CITY shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the CITY unless (1) the Contractor and the CITY have mutually agreed to the contrary, (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the CITY, or (3) the CITY and the Contractor are both named parties in any such proceeding and, in the sole judgment of the CITY, representation of both the CITY and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of this Section 13 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. Notwithstanding anything contained in the foregoing indemnity, any claim for indemnity by the CITY for claims of third parties alleging harm due to contracting services provided by Contractor, to the fullest extent permitted by law, Contractor shall indemnify the CITY from and against losses, damages, and judgments arising from such claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to have been caused by a negligent act, error or omission of Contractor or its sub-Contractors in the performance of contracting services under this Agreement.

- 13.2 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in

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consequence of its work. The Contractor will notify the CITY in writing of any claim made or suit instituted against the Contractor because of its activities in the performance of the Contract.

- 13.3 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the Work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the CITY, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against CITY Council, or any officer, employee or agent, as such, past, present, or future of the CITY, either directly or through the CITY or otherwise for any claim arising out of or in connection with this Contract or the Work or services conducted pursuant to it, or for any sum that may be due and unpaid by the CITY. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the Work or services conducted pursuant to it, or for the payment for or to CITY, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the CITY, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.
- 13.4 In any and all claims against the CITY, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 13.5 No provisions of Section 13 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the CITY may have as to any party or person described therein.
- 13.7 Insurance
- 13.7.1 General Liability and Automobile Liability. The Contractor shall purchase and maintain in force during the Term of the Contract, at its own cost and expense, to protect the CITY, its elected officials, staff or agents, from and against any and all liabilities

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arising out of or in connection with the Contractor's performance of the Work:

- (1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the CITY under the Contract, and
- (2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$3,000,000.00) combined single limit per occurrence covering each motor vehicle operated on CITY property.

13.7.1.1 Self-Insured Retention. Contractor's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000 if the Contract is \$1,000,000 or more unless approved by the CITY. Contractor's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000 unless approved by the CITY.

13.7.1.2 Additional Insured Endorsement. Contractor agrees and shall cause the CITY or CITY Council, officers, employees, and agents to be named as additional insured's under such policy or policies of commercial general and automobile liability insurance.

13.7.1.2 Workers' Compensation and Employer's Liability. If Contractor has any employee working on CITY property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$100,000 for "each employee." If the Contractor is self-insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

13.7.3 Professional Liability Insurance. The Contractor shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Contractor from the project's inception

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date and until such time as the Statute of Limitations has run for the work done on the project.

13.7.4 Health Insurance. Not applicable.

13.7.5 Garage Liability Insurance. Not applicable.

13.7.6 Garage Keeper's Legal Liability Insurance. Not applicable.

13.7.7 Crime Coverage. Not applicable.

13.7.8 Pollution Liability Insurance. Not applicable.

13.7.9 Deductibles. The Contractor's policies of insurance required by this Section 13.7 may require the Contractor's payment of a deductible, provided the Contractor's insurer is required to pay claims from the first dollar at 110% of the claim value without any requirement that the Contractor pays the deductible prior to its insurer's payment of the claim.

13.7.10 Other Insurance Requirements. All insurance policies required by this Section 13.7 shall be provided that they are primary insurance with respect to any other valid insurance the CITY may possess and that any other insurance the CITY does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 14.2 of these General Conditions and said policies shall be in a form satisfactory to the CITY. A properly completed and executed Certificate of Insurance on a form provided or approved by the CITY (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the CITY upon the Contractor shall provide the CITY with at least thirty (30) days' prior written notice of any adverse material change in the Contractor's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, the Contractor shall file with the CITY a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with the CITY a

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certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the CITY. If the Contractor fails to obtain or have such insurance reinstated, the CITY may, if it so elects, and without waiving any other remedy it may have against the Contractor, immediately terminate this Contract upon written notice to the Contractor. The CITY shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Contractor shall comply with all reasonable requests of the CITY with respect thereto.

14. LIABILITY INSURANCE

- 14.1 The Contractor shall be required to provide the bonds as dictated in Exhibit B.
- 14.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a “B+” Financial Rating and a Financial Size Category of “Class VI” or higher according to the most current edition of A.M. Best’s Insurance Reports. If the liability insurer is rated by A.M. Best’s Insurance Reports at an “A- Financial Rating and a Financial Size Category of “Class VIII” or higher than the CITY may waive the requirement for the insurer to be approved by the State of Georgia.

15. CONTRACT ADJUSTMENTS

- 15.1 Notwithstanding any provision herein to the contrary, the CITY reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor’s obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor’s work hereunder. Both Parties agree that, should any Contract Adjustments be made, the Contractor’s compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good-faith negotiation by the CITY, the CITY and Contractor and, to the extent possible, by reference to any unit costs already established in the submitted Bid Package. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 15.2 Notwithstanding the foregoing, the CITY shall have the right to terminate this Contract herein should the Contractor and the CITY fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 15.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

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16. SUBCONTRACTORS

- 16.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the CITY. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the CITY. Goods and services provided by subcontractors which are reimbursed by the CITY must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself performs or remedy any obligations or functions which the subcontractor fails to perform properly.

Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the CITY. The CITY shall approve the sub-Contractors listed in the Statement of Qualifications.

- 16.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 16. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a Party to this Contract nor make such subcontractor a third-party beneficiary hereof.

- 16.3 In the event that the Contractor employs a subcontractor, then the CITY may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the CITY by the Contractor and the CITY shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the CITY have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

17. DEFAULT AND TERMINATION

- 17.1 In the event that:

- 17.1.1 the Contractor shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Contractor, but whether or not the Contractor shall have remedied any such failure); or
- 17.1.2 the Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or

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- 17.1.3 the Contractor's occupational or business license shall terminate, or the Contractor shall fail to provide the CITY with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 17.1.4 the Contractor fails for any reason to provide the CITY with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 17.1.5 the Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 17.1.6 the Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 17.1.7 there is an assignment by the Contractor of this Contract or any of the Contractor's rights and obligations hereunder for which the CITY has not consented in writing; or
- 17.1.8 the Contractor shall default on any other agreement entered into by and between Contractor and the CITY, then, in its discretion, the CITY shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the CITY terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but the CITY shall have the right to reduce by off-set any amounts owed to the Contractor hereunder or under any other Contract or obligation by the amount of the CITY damages and any amounts owed by the Contractor to the CITY), but the Contractor shall not be compensated for any profits earned or claimed after the receipt of the CITY notice of termination by default or after abandonment or wrongful termination. The CITY election to terminate or not to terminate this Contract in part or whole for the Contractor's default shall in no way be construed to limit the CITY right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 17.2 Notwithstanding anything else herein contained, the CITY may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the CITY, and shall settle all its claims and obligations under the Contract, as directed by the CITY. The Contractor shall be compensated by the CITY in accordance with the

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provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the CITY, with accurate records and data.

17.3 Bankruptcy and Liquidation – In the event the Contractor (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains un-dismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the CITY shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the CITY shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Contract for the purpose of enabling it to mitigate damages caused to the CITY because of the rejection of this Contract. The CITY shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the CITY may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the CITY to, as applicable, the Contractor or the bankruptcy trustee or receiver. The Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of the CITY as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the CITY.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the CITY may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto,

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the CITY may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

18. CITY AUTHORIZED REPRESENTATIVE

During the Term of this Contract, the CITY or designee may from time to time designate an individual to serve as the CITY Representative to serve in that capacity in the absence of the CITY , who shall have such authority to act on the CITY behalf as the CITY may from time to time actually delegate to such person, but in no event shall the Representative have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes. That replacement is the CITY Engineer

19. ASSIGNMENT

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the CITY's prior written consent, which consent may be granted or withheld at the CITY's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without CITY prior written consent, the CITY shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

20. NOTICES

20.1 Unless otherwise stated herein, all notices or other writings which the CITY is required or permitted to give to the Contractor may be hand-delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Contractor, or three (3) days following submission to the Contractor by U.S. Certified Mail.

20.2 Unless otherwise stated herein, all notices or other writings which the Contractor is required or permitted to give to the CITY may be hand-delivered, via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service for next day delivery to CITY or three (3) days following submission to the CITY by U.S. Certified Mail. Any such notice shall be sent to:

City of Clarkston
ATTN: ChaQuias Miller-Thornton
City Manager
736 Park North
Boulevard; Suite 120
Clarkston, GA 30017

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Contractor

- 20.3 Either Party may change its notice address by written notice to the other given as provided in this section.

21. NONDISCRIMINATION

- 21.1 During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

21.1.1 Compliance with Regulations. The Contractor shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Contract.

21.1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

21.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

21.1.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Contractor shall so certify to the CITY, as appropriate, and shall set forth what efforts it has made to obtain the information.

21.1.5 Sanctions for Noncompliance. In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this Contract, the CITY shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

GENERAL CONDITIONS

21.5.1 Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

21.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

21.1.3 Incorporation of Provisions, The Contractor shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the CITY to enter into such litigation to protect the interest of the CITY and, in addition, the Contractor may request the interest of the CITY and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21.2 The Contractor assures the CITY that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

The Contractor hereby grants the CITY and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the CITY with or in connection with the Contractor's Bid or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the CITY and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the CITY for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

23. GENERAL PROVISIONS

23.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached

GENERAL CONDITIONS

to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Bid Submittal Documents in Exhibit B, (v) the Invitation to Bid, and (vii) the Bid Form.

- 23.2 This Contract represents the entire agreement between the Parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such Parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any Party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the Party or Parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 23.3 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the CITY, the CITY and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the CITY, the Contractor shall reimburse the CITY for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the CITY.
- 23.4 The Contractor warrants to the CITY that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the CITY, and the Contractor shall indemnify and save the CITY harmless from and against any and all losses, damages including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 23.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the CITY or the Contractor. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the CITY.

GENERAL CONDITIONS

- 23.6 The section headings herein are for the convenience of the CITY, the CITY and the Contractor and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 23.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 23.8 The delay or failure of the CITY at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 23.9 If the CITY, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the CITY in connection with such litigation for all trial and appellate proceedings. The CITY shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 13 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 23.10 The CITY shall have the right to recover from the Contractor all of the CITY costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 23.11 The Contractor shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the CITY.
- 23.12 The Contractor shall be required, during the Term of the Contract at no additional cost to the CITY, to take such reasonable security precaution with respect to its operations at the CITY offices in its discretion, may from time to time prescribe. The Contractor shall comply with all regulations, rules, and policies of any governmental authority, including the CITY, relating to security issues.
- 23.13 The CITY may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Contractor (provided, however, that in any emergency situation to the CITY shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the CITY so cures a default by the Contractor, all costs and expenses incurred by the

GENERAL CONDITIONS

CITY in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the CITY on demand.

- 23.14 The CITY shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the CITY, which is then outstanding. In the event that additional work beyond the scope of this Contract is requested by the CITY and it results in any extra charges to the CITY, the Contractor shall so advise the CITY in writing of the amount of the extra charges. The CITY is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the CITY, in his or her exclusive discretion.
- 23.15 The Contractor is an Independent Contractor, and nothing contained herein shall be construed as making the Contractor an employee, agent, partner or legal representative of the CITY for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the CITY and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the CITY and the Contractor with respect to any employee of the Contractor or of its subcontractors.
- 23.16 The Contractor and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the CITY or designee. The Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and /or invoiced to the CITY. At a minimum, the Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the CITY at its offices; a computer run hard copy. All such books and records and computerized accounting systems shall upon reasonable notice from the CITY be made available for inspection, examination, audit and copying by the CITY through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable formats, shall provide the CITY and/or its representative such assistance as may be required to allow complete access to such records. The CITY may require the Contractor and subcontractors to provide other records the CITY, in his or her sole

GENERAL CONDITIONS

discretion, deems necessary to enable the CITY to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Contractor and its subcontractors agree that such amounts shall be payable to the CITY. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the CITY, or any claim is made or litigation commenced relating to this Contract by the CITY, the Contractor, or third party, the Contractor shall continue to maintain all such records, and the CITY shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the CITY, the Contractor shall forthwith, upon written demand from the CITY, pay the CITY such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the CITY. Further, if such inspection, examination or audit establishes that the Contractor has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.

- 23.17 The Contractor and subcontractors shall prepare and provide the CITY with all detailed reports as required under the Contract on a timely basis. The CITY reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 23.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 23.19 Time is of the essence for the performance of each of the Contractor's obligations under this Contract.
- 23.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or CITY of Clarkston holidays.

GENERAL CONDITIONS

- 23.21 The Contractor agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 23.22 The CITY reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Contractor for loss of business or damages of any nature whatsoever to the Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the CITY or its employees, agents or Contractors.
- 23.23 The Contractor and the CITY hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 23.24 At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the CITY or any governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The CITY shall have no liability to Contractor or any governmental agency resulting from the purchase by that agency of products and /or services from the Contractor in connection with this Contract.

24. GRATUITIES, REBATES, OR KICKBACKS.

24.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the CITY or for any employee of the CITY to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy or the CITY policy. Rebates normally or

EXHIBIT A

GENERAL CONDITIONS

routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the CITY.

- 24.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

******* END OF GENERAL CONDITIONS*****

EXHIBIT B

Submitted Bid Documents

EXHIBIT B

INVITATION TO BID

The City of Clarkston, Georgia will receive sealed bids for the “Gazebo Construction and Streetscape Amenity Installations” until 3:00 P.M. (local time), Monday, October 14, 2025, at the City of Clarkston, 736 Park North Boulevard; Suite 120, Clarkston, Georgia 30021, at which time and place all bids will be publicly opened and read aloud.

Bids are to be submitted and addressed to City Manager Miller-Thornton, sealed, dated and enclosed in an envelope appropriately marked on the outside as follows;

“Gazebo Construction and Streetscape Amenity Installations”

Name of Bidder: Hasbun Construction LLC
Date of Bid Opening: October 14, 2025
Hour of Bid Opening: 3:00 P.M.

Bids are to be mailed or delivered to reach the City of Clarkston, 736 Park North Boulevard; Suite 120, Clarkston, Georgia 30021, on or before the above stipulated date and time. No bids will be accepted after the 3:00 P.M. deadline on October 14, 2025. Those received late will be returned unopened. No extension of the bidding period will be made unless specifically addressed in an addendum. The bids will be opened and publically read aloud at approximately 3:00 PM P.M. on October 14, 2025.

The complete set of Bid Documents may be obtained on-line at <http://clarkstonga.gov>, downloaded from the Georgia Procurement Registry or Bid.net.

A pre-bid conference will not be held. All questions about the meaning or intent of the Bid Documents are to be submitted via Bid.net. Interpretations or clarifications considered necessary by the Owner or City Engineer in response to such questions will be issued by Addenda and posted on the Bid.net

Questions from bidders must be received through Bid.net no later than 5:00 P.M. (local time); October 9, 2025. Responses to questions and/or addendum issued, as applicable, will be posted on Bid.net no later than 5:00 PM, October 10, 2025.

The “Gazebo Construction and Streetscape Amenity Installations” generally consists of on-site fabrication and installation of four (4) wood framed gazebos and purchase and installation of streetscape benches and trash receptacles; including Carolina Jasmine plants, to be located in downtown Clarkston on Market Street.

Work must be substantially complete within **90** calendar days after the city issuance of a Notice-to-Proceed. Liquidated damages of \$250 per day will be assessed if the project is not substantially completed within 90 calendar days. Delays as a result of city actions, vendor delays due to material shortages or weather will be excluded from the 90 calendar day requirement.

Bid must be accompanied by a bid bond in an amount not less than 5% of the maximum base bid submitted. A 100% performance and payment bond (P&P) will be required by the successful bidder. P&P Bond and Certificate of Insurance certificates must be submitted within seven (7) calendar days after the

contract is signed by both parties. A Notice-to-Proceed will be issued within three (3) days after the P&P bonds are received.

This project is 100% funded by the City (SPLOST I). No federal or state funding is utilized on this project.

The contractor must ensure that all employees and applicants for employment are not discriminated against because of their gender, race, color, genetic information, religion, national origin, political affiliation, age, handicapped status, sexual orientation, sexual preference, or gender identity and expression. The city encourages the use of the Disadvantaged Business Enterprise (DBE) Program.

The Owner reserves the right to reject any or all bids and to waive technicalities and informalities. If the contract is awarded, it will be awarded to the lowest responsive bidder whose proposal shall have met all the prescribed requirements.

Bids may be held by the City for a period not to sixty days (60) days from the date of the opening of the bids for the purpose of reviewing the bids and investigating the qualifications of the bidders, including investigating the financial stability of the bidders and their demonstrated ability to perform the project satisfactorily based on prior similar projects.

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]
BID FORM and ADDENDA ACKNOWLEDGEMENT

**TO: CITY MANAGER
CITY OF CLARKSTON
736 PARK NORTH BOULEVARD
SUITE 120
CITY OF CLARKSTON, GA 30021**

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with City of Clarkston, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

“Gazebo Construction and Streetscape Amenity Installations”

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Clarkston in full conformance with the Contract Documents.

The Bidder understands that the work to be performed consists of on-site fabrication and installation of wood-framed gazebos and purchase and installation of streetscape amenity’s with the cost for the specified project included in the Bid Schedule of Items and to ensure that the project components identified in the Gazebo Plans (which includes the red-lined callouts); Exhibit A and streetscape amenity specifications; Exhibit B, are completed as identified in the Bid Documents.

In accordance with the foregoing, the undersigned proposes to provide all materials and labor to install, fabricate and construct the items listed in the attached Bid Schedule.

The Bidder agrees that the cost of any materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the bid price for the various items in the Bid Schedule. The Lump Sum Cost shall also include mobilization to the site regardless of the number of trips required to perform the work.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within seven (7) calendar days from receipt of Notice to Proceed.

Liquidated damages of \$250 per day will be assessed if the project is not substantially completed within 90 calendar days. Extension of time may be considered by the city if the delays are associated with city actions, vendor delays due to documented material shortages/logistical delays or weather

The City will consider the project as substantially completed when all benches/ trash

receptacles and gazebos are installed. If these tasks are not completed, except as otherwise herein this bid package, then the city will assess liquidated damages.

The remaining work scope; epoxy crack filling and oil-based staining of the gazebos, must be completed within 12 months of the project Notice-to-Proceed but no sooner than 7 months after gazebo installation.

The Contractor shall complete a Project Delay Tracker form to be included with each submitted invoice. The City will provide the form. The dates and details included in the form must be discussed with the City Inspector and all parties must concur with the dates /details before inclusion in the pay application.

Partial retainage will be released after the gazebos, benches and trash receptacles are installed and the remaining retainage will be released once the epoxy crack filling and staining is completed and accepted by the City

Attached hereto is an executed Bid Bond in the amount of 82,073.28 Dollars (\$
(Five Percent of Amount Bid). **Bid Bond Amount to be for the largest bid amount submitted.**

If this bid shall be accepted by the City of Clarkston and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds or furnish satisfactory proof of carriage of the insurance required within seven days from the date of Notice of Award of the Contract, then the City of Clarkston may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the City of Clarkston as liquidated damages.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date viewed
<u>Addendum No.1</u>	<u>09/12/2025</u>
<u>Addendum No.2</u>	<u>09/19/2025</u>
<u>Addendum No.3</u>	<u>09/19/2025</u>
<u>Addendum No.4</u>	<u>10/06/2025</u>
<u>Addendum No.5</u>	<u>10/06/2025</u>

Add additional pages as necessary for the Addendum.

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

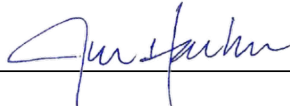
Signed, sealed, and dated this 10 day of October, 2025

Bidder Hasbun Construction LLC (Seal)
Company Name

Bidder Mailing Address:

6110 MCFARLAND STATION DR #806,

ALPHARETTA, GA 30004

Signature: 

Print Name: Jose Hasbun

Title: President

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

**BID BOND
CITY OF CLARKSTON, GEORGIA**

BIDDER (Name and Address):

Hasbun Construction LLC - 6110 MCFARLAND STATION DR #806, ALPHARETTA, GA 30004

SURETY (Name and Address of Principal Place of Business):

Great Midwest Insurance Company, 800 Gessner Road, Suite 600, Houston, TX 77024

OWNER (hereinafter referred to as the "City" (Name and Address):

City of Clarkston

ATTN: CITY MANAGER

736 PARK NORTH BOULEVARD

SUITE 120

CITY OF CLARKSTON, GA 30021

BID

BID DUE DATE: October 14, 2025

PROJECT (Brief Description Including Location):

GAZEBO CONSTRUCTION AND STREETScape AMENITY INSTALLATIONS

BOND

BOND NUMBER: Bid Bond

DATE (Not later than Bid due date): October 13, 2025

PENAL SUM: Five Percent of Amount Bid

5% of Amount Bid

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the City, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

Hasbun Construction LLC (Seal)

Bidder's Name and Corporate Seal

By: [Signature]
Signature and Title: **President**

Attest: [Signature]
Signature and Title: **Contracts Administrator**

Great Midwest Insurance Company

Surety's Name and Corporate Seal

By: [Signature]
Signature and Title: **Haley Rhoads, Attorney-in-Fact**
(Attach Power of Attorney)

Attest: [Signature]
Signature and Title: **Linda Roberts, Surety Account Manager**



- Note:
- (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
 - (2) Any singular reference to Bidder, Surety, the City or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the City upon Default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 The City accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or
 - 3.2 All Bids are rejected by the City; or
 - 3.3 The City fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the City, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.
5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the City and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Sarah Hancock, Edward Mooney, Annette Wisong, Joseph R. Williams, Angela D. Ramsey, Rebecca E. Howard, Tiffany Soto, Linda Adams Roberts, Haley Rhoads, Julie Karnes, Robert Allen Yarbrough

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.



GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 13th Day of October 2025.



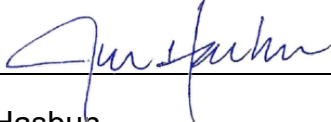
BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, including but not limited to Title 32, Chapter 4, Article 4, Part 2 and Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

Authorized Signature  Date 10/10/2025

Print/Type Name Jose Hasbun

Print/Type Company Name Here Hasbun Construction LLC

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor, was then (title) _____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20 _____

_____(Seal)
(Signature)

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

LIST OF SUBCONTRACTORS

I do _____, do not ☒, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractor(s):

Company #1

Company Name: _____

Company Address: _____

Company President & Phone Number: _____

Company #2:

Company Name: _____

Company Address: _____

Company President & Phone Number: _____

Company #3:

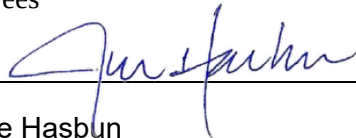
Company Name: _____

Company Address: _____

Company President & Phone Number: _____

PRIME CONTRACTOR PERFORMANCE OF WORK

Prime contractor certifies that a minimum of 75% of the total bid amount submitted will be performed by the prime contractor's employees

Authorized Signature  Date 10/10/2025

Print/Type Name Jose Hasbun

Print/Type Company Name Here Hasbun Construction LLC

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

STATE OF GEORGIA

CITY OF CLARKSTON

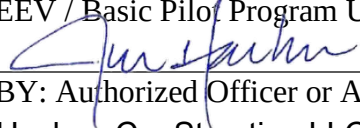
CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Clarkston has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Clarkston, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 in the form attached hereto as Exhibit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Clarkston at the time the subcontractor(s) is retained to perform such service.

1559732

EEV / Basic Pilot Program User Identification Number


BY: Authorized Officer or Agent Date

Hasbun ConStruction LLC

Print Contractor Name

President

Title of Authorized Officer or Agent of Contractor

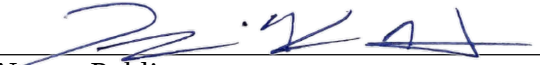
Jose Hasbun

Printed Name of Authorized Officer or Agent

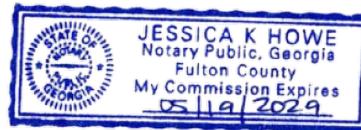
SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE

10th DAY OF October, 2025


Notary Public

My Commission Expires: 05/19/2029



(BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE)

BID SCHEDULE

GAZEBO CONSTRUCTION AND STREETScape AMENITY INSTALLATIONS

Description: Provide All Materials and Labor to Fabricate On-Site Four (4) Wood-Framed Gazebos and Purchase and Install Four (4) Streetscape Benches and Two (2) Trash Receptacles for placement on Market Street

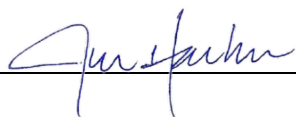
LINE ITEM NO.	DESCRIPTION	PRICE
1	Fabricate and Install 4 Wood-Framed Gazebos	\$38,528.71
2	Purchase and Install 4 Streetscape Benches	\$19,630.43
3	Purchase and Install 2 Trash Receptacles	\$5,761.96
4	All misc. work tasks associated the fabrication and installation; i.e. paver repairs, traffic control, mobilization, utility coordination	\$10,543.48
5	Carolina Jasmine Plants; 8 one gallon containerized	\$2,608.70
6	City Directed Contingency	\$5,000.00
	TOTAL BID	\$ 82,073.28

TOTAL BID AMOUNT \$82,073.28

Print Total Bid Price: (print) Eighty-two thousand seventy-three and 28/100 dollars.

COMPANY Hasbun Construction LLC

ADDRESS 6110 MCFARLAND STATION DR #806, ALPHARETTA, GA 30004

AUTHORIZED SIGNATURE 

PRINT / TYPE NAME Jose Hasbun

TITLE President

NOTE: The Project Plans and Project Specifications provide details for the gazebo and streetscape amenities

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

DISCLOSURE FORM

Gazebo Construction and Streetscape Amenity Installations

This form is for disclosure of campaign contributions and family member relations with City of Clarkston's officials/employees or City Engineer (Collaborative Infrastructure Service employees).

Please complete this form and return as part of your bid package when it is submitted.

Name of Bidder Hasbun Construction LLC

Name and the official position of the Clarkston City Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

N/A

List the dollar amount/value and description of each campaign contribution made over the past four (4) years by the Applicant/Opponent to the named Clarkston City Official.

Amount/Value	Description
<u>N/A</u>	<u></u>

<u>N/A</u>	<u></u>
------------	---------

<u>N/A</u>	<u></u>
------------	---------

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Clarkston and your relation:

<u>N/A</u>	<u></u>
------------	---------

<u>N/A</u>	<u></u>
------------	---------

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

WORK SCOPE & PROJECT SPECIFICATIONS
Gazebo Construction and Streetscape Amenity Installations

Work Scope & Schedule

Provide all materials and labor associated with the fabrication of 4 wood-framed gazebos; including installation and the purchase and installation of two (2) trash receptacles, four (4) streetscape benches, Carolina Jasmine plants, epoxy adhesive filler, oil-based transparent stain and related tasks as outlined in the project specifications; refer to Exhibits A & B.

Project is located on Market Street in downtown Clarkston; Refer to Exhibit C.

Project Specifications:

- Unless otherwise noted herein, gazebo design plans and specifications in accordance with Exhibit A
- Gazebo and Streetscape Amenities identified on the design plan sheets are approximate. City inspector to provide guidance in locating the footprint on site before work commences
- Selected contractor responsible for locating all utilities, coordination with utilities and avoidance of utilities during installation
- Traffic Control plan to be provided to the City Inspector for approval
- Pedestrian access on adjoining sidewalk to be available at all times during installation
- Work zone shall have barricades to ensure no pedestrian access
- Except at Carolina Jasmine plant locations, brick pavers shall be re-installed and abut the gazebo columns to ensure no gaps between the pavers and the columns. Pavers shall be placed on a sand base as shown in Exhibit A. Pavers may require cutting to re-install. Contractor responsible for replacing any damaged brick pavers with the identical pavers as currently exists. Existing paver name and color is as follows: Pine Hall English Edge Red
- Two - one gallon Carolina jasmine plants to be planted at each gazebo for a total of eight (8) plants. City inspector to identify the location of each plant. Each jasmine plant to be attached to the gazebo column to encourage climbing. Attachment type at the direction of the city inspector. Plants shall be warranted for a period of one year with warranty period to commence after punch list is approved. The dimensions and footprint (length/width/depth of planting) of the planting area for each plant to be at the direction of the city inspector. (submittal required for the plantings)
- Lumber specifications in the following are in addition to any requirements set forth in the design plans:

- (a) Apply epoxy adhesive filler in all areas where cracking/splitting has occurred with the wood members. City inspector to identify the areas to be filled. The number defects in the lumber surface cannot exceed the timber industry standards for #1 Grade pressure treated timber.
 - (b) Epoxy adhesive filler to be applied within 2 months after gazebo installation (filler submittal required by the city)
 - (c) A high quality semi-transparent oil-based stain (2 applications) to be applied to each gazebo; after crack filling occurs (stain submittal required by the city), between 6 to 9 months after gazebo installation.
 - (d) All lumber shall be #1 grade pressure treated southern pine. The #1 grade shall adhere to the National Lumber Grades Authority (NLGA) specifications (lumber submittal required by the city).
- Bench and trash container specifications included in the bid package. Specifications are identical to the existing streetscape amenities located on Market Street (submittal required by the city). Refer to Exhibit B.
 - As-built plans required to be submitted before retainage is released.
 - 10% retainage on each pay application
 - Work hours 8 am to 5 pm M-F. No work on the weekends, holidays or city-sponsored events downtown Clarkston unless the City Manager approves of weekend work
 - Work zone must be cleared of debris at the end of each work day
 - Contractor required to notify all businesses on Market Street a minimum of 72 hours before work commences. City to approve of the notification letter. City will designate parking spaces that will be used exclusively for the Contractor's equipment and work activities. Contractor employee vehicles or other equipment that requires additional parking can the City Annex Parking Lot; 1055 Rowland Street

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

Gazebo Construction and Streetscape Amenity Installations

VENDOR QUESTIONNAIRE

Questionnaire must be completed by ALL Vendors and returned with quotation response. Any additional pages provided should be clearly labeled.

1. How long have you been in business?
5 YEARS

2. Give us background information on your company, including the closest office location.

A. How many company employees? 37

B. Please provide the name and address of your local offices (s)

6110 MCFARLAND STATION DRIVE #806, ALPHARETTA GA 30004

3. Have you fabricated and installed gazebos or similar wood-framed structures with a governmental agency (Georgia city or county) in the past ten (10) years?

Yes ☒ No ☐

If yes, name of government agency, point of contact and contract amount of project (s). Provide most recent project (s).

If no experience with a government agency, provide name (s) and project(s) for most recent private entities.

CITY OF TUCKER, TUCKER TOWN GREEN

4. Is the firm registered with the State of Georgia as an Incorporated business?

Yes ☒ No ☐

Certification Date: MARCH 2020

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

CLIENT REFERENCE SHEET

References must be provided by ALL responding Vendors using the form below. It is the vendor's responsibility to provide **COMPLETE** and **ACCURATE** reference information on the form below, **INCLUDING EMAIL ADDRESSES.**

1. PATH FOUNDATION

Company

1601 WEST PEACHTREE ST, ATLANTA GA 30309

Address, City, State, Zip Code

404-875-7284 x2

N/A

Telephone Number

Fax Number

PETE PELLIGRINI

petevp@pathfoundation.org

Name of Contact Person

E-Mail Address

Type of Project and

Dates: WESTSIDE BELTLINE CONNECTOR SPUR - FEBRUARY 2024 - FEBRUARY 2025

2. CITY OF TUCKER

Company

1975 LAKESIDE PKWY, STE 350, TUCKER GA 30084

Address, City, State, Zip Code

678-597-9040

N/A

Telephone Number

Fax Number

MARTI COLEMAN

PROCUREMENT@TUCKERGA.GOV

Name of Contact Person

E-Mail Address

Type of Project and

Dates: TUCKER TOWN GREEN, OCTOBER 2024 - OCTOBER 2025

3. CITY OF RINGGOLD

Company

150 TENNESSEE ST, RINGGOLD GA 30736

Address, City, State, Zip Code

706-935-3061

N/A

Telephone Number

Fax Number

MARK VAUGHN

citymanager@cityofringgoldga.gov

Name of Contact Person

E-Mail Address

Type of Project and

Dates: CREEKSIDE PARK PHASE II, JANUARY 2025 - AUGUST 2025

SECTION 10.0
BACKEND DOCUMENTS
REQUIRES SUBMISSION WITH TECHNICAL PROPOSAL



Vendor Questionnaire

1. Offeror has previously conducted business with Clarkston No
2. Is the offeror's physical location within the corporate city limits of Clarkston? No
3. Is your company a certified minority-owned business? No

If yes, indicate category letter(s) and include a copy of current certificate(s)

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

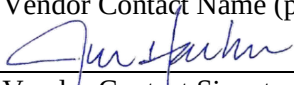
a.	African American Business Enterprise (AABE)	d.	Hispanic Business Enterprise (HBE)
b.	Asian Business Enterprise (ABE)	e.	Minority Veteran (MV)
c.	Female Business Enterprise (FBE)	f.	Native American Business Enterprise (NABE)

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

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

1. Has a person, firm or company ever been debarred from doing business with any federal, state, or local agency? No

If yes, on a separate sheet of paper, provide details including agency name, date(s) and reason for debarment.

Jose Hasbun	President
Vendor Contact Name (print)	Title
	10/10/2025
Vendor Contact Signature	Date



Contractor's Code of Ethics

The City of Clarkston ("City") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public.

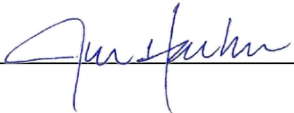
To achieve these purposes, the City requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

The Contractor affirms, they will:

1. Offer a proposal competitive, consistent, and appropriate to the bid documents.
2. Complete all aspects of any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
3. Submit timely, accurate, and appropriate invoices for goods and/or services performed under the contract.
4. Disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a vendor contracted by the City.
5. Comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices.
6. Request their suppliers including temporary labor agencies to do the same.
7. Conform their practices to any published standards for their industry are in compliance with laws, regulations and practices include, but are not limited to the following:
 - a. Obtaining and maintaining all required environmental permits. Further, the Contractor will endeavor to minimize natural resource consumption through conservation, recycling, and substitution methods.
 - b. Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employees can report health and safety incidents, as well as providing adequate safety training.
 - c. Providing workers with an environment free of discrimination, harassment, and abuse, which includes establishing a written anti-discrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

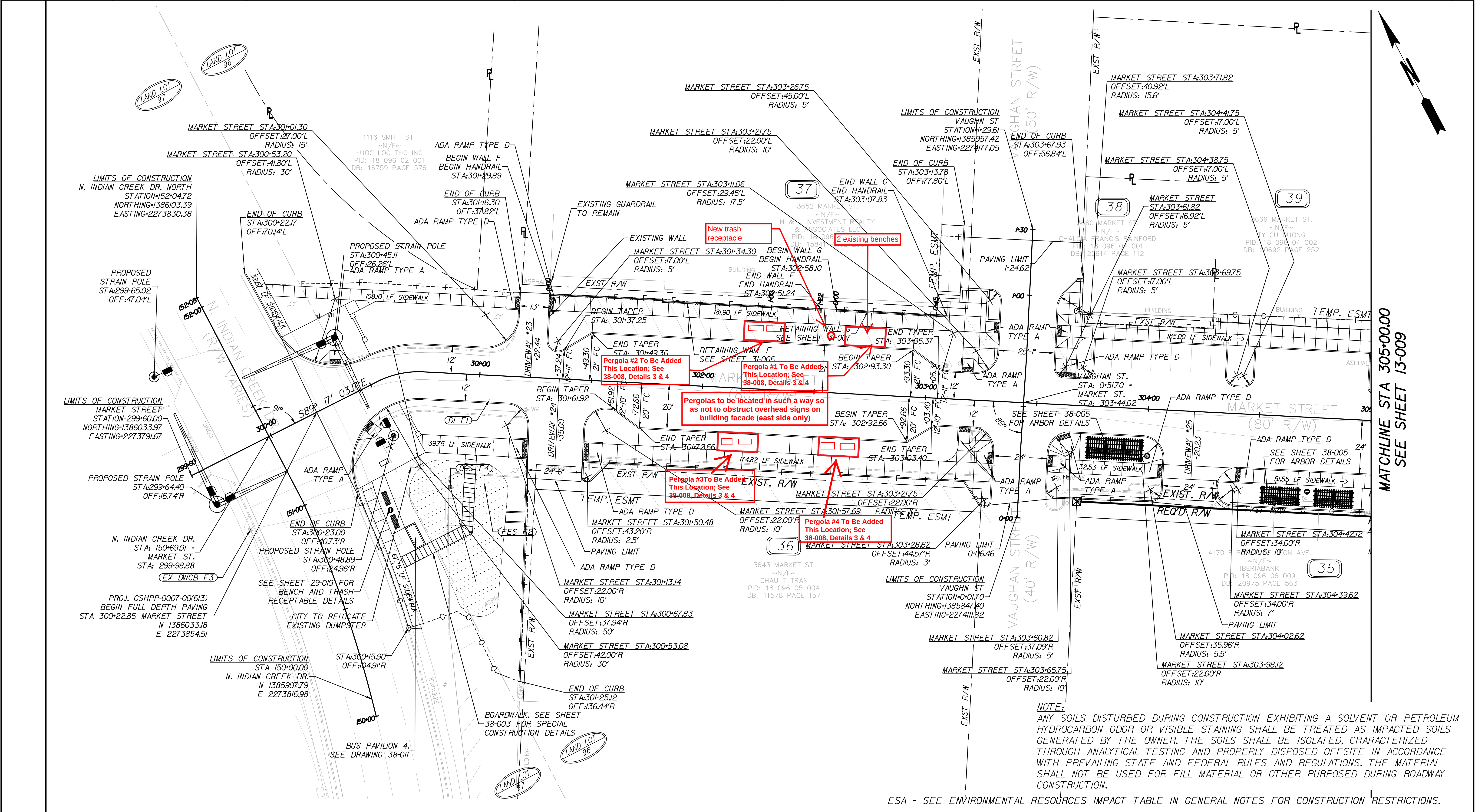
The Contractor affirms, they will not:

1. Discuss or consult with other competitors intending to bid on the same contract or similar City contract for the purpose of limiting competition. The vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
2. Disclose the terms of their bids or proposal, directly or indirectly, to any other competing company prior to the bid or proposal closing date.
3. Change the official bid solicitation documents, in any manner. When discovered, the entire bid solicitation package will be rejected.
4. Offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
5. Cause, influence or attempt to cause or influence any City employee or family member or City Official or family member, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

SIGNATURE:  DATE: 10/10/2025

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

EXHIBIT A



NOTE:
ANY SOILS DISTURBED DURING CONSTRUCTION EXHIBING A SOLVENT OR PETROLEUM HYDROCARBON ODOR OR VISIBLE STAINING SHALL BE TREATED AS IMPACTED SOILS GENERATED BY THE OWNER. THE SOILS SHALL BE ISOLATED, CHARACTERIZED THROUGH ANALYTICAL TESTING AND PROPERLY DISPOSED OFFSITE IN ACCORDANCE WITH PREVAILING STATE AND FEDERAL RULES AND REGULATIONS. THE MATERIAL SHALL NOT BE USED FOR FILL MATERIAL OR OTHER PURPOSED DURING ROADWAY CONSTRUCTION.

ESA - SEE ENVIRONMENTAL RESOURCES IMPACT TABLE IN GENERAL NOTES FOR CONSTRUCTION RESTRICTIONS.

ESA - ENV. SENSITIVE AREA
(SEE ERIT 4-003)
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES



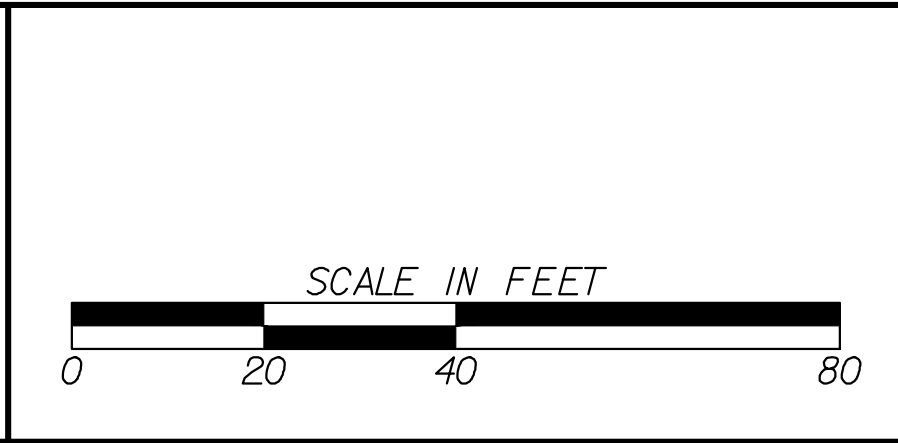
CITY OF
CLARKSTON
1055 ROWLAND STREET
CLARKSTON, GA. 30021
TEL: (404) 296-6489



AMEC
FOSTER WHEELER
1075 BIG SHANTY ROAD NW
SUITE 100
KENNESAW, GEORGIA 30144
TEL: (770) 421-3400

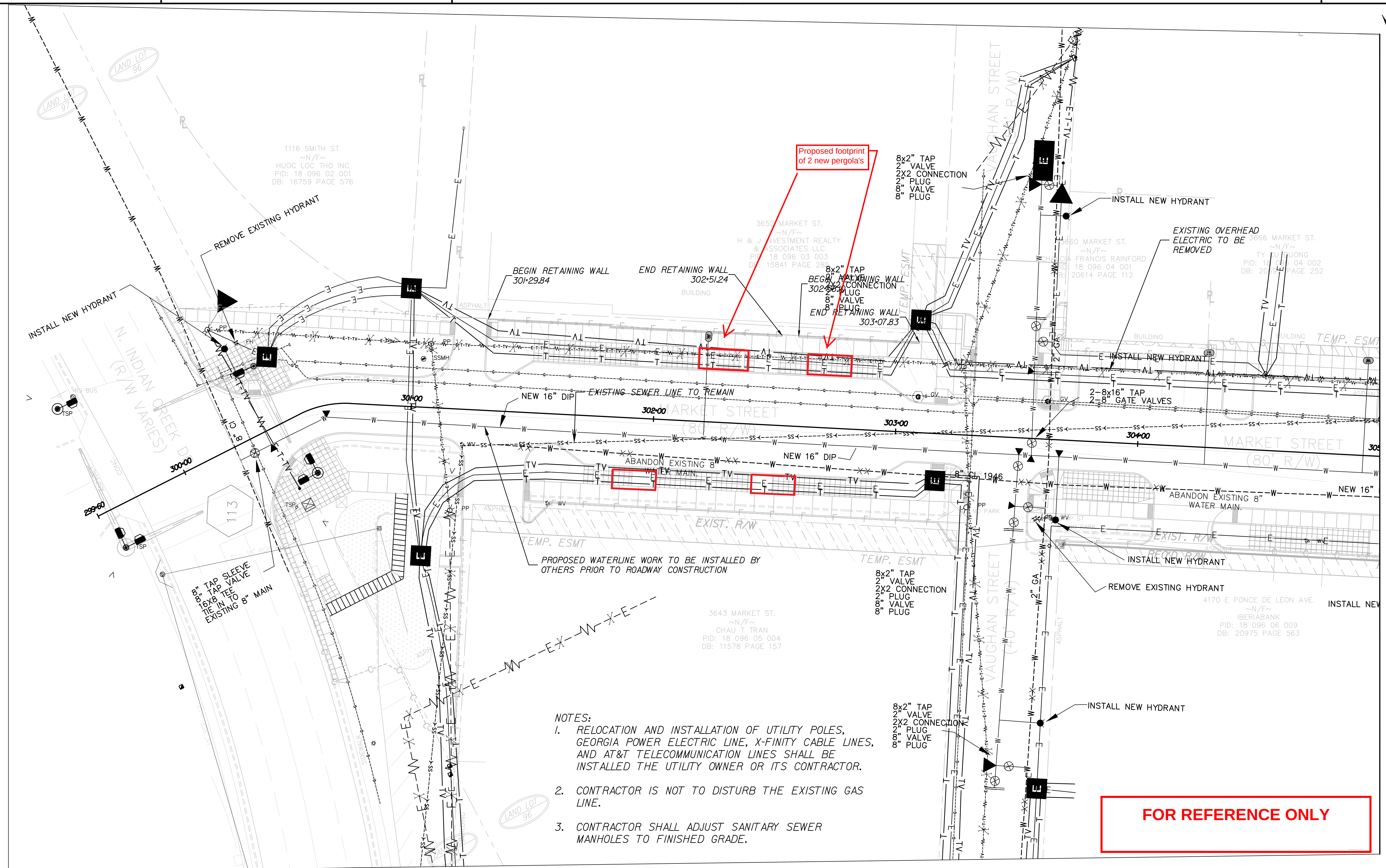


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TEL: (770) 421-3400



REVISION DATES		

MAINLINE ROADWAY PLANS MARKET STREET BEGIN TO STA. 305+00.00			
CHECKED: G. BOWMAN	DATE: -	DRAWING No.	
BACKCHECKED: V. WORD	DATE: -	13-008	
CORRECTED: C. JUNG	DATE: -		
VERIFIED: G. BOWMAN	DATE: -		



MATCHLINE STA 305+00.00
SEE SHEET 24-*010

FOR REFERENCE ONLY

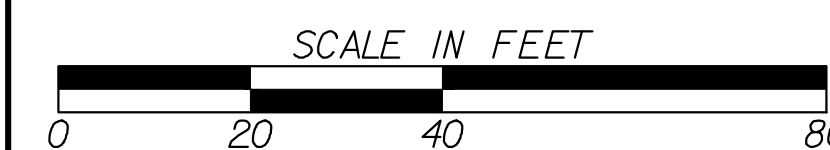
ESA - SEE ENVIRONMENTAL RESOURCES IMPACT TABLE IN GENERAL NOTES FOR CONSTRUCTION RESTRICTIONS.



CITY OF
CLARKSTON
1055 ROWLAND STREET
CLARKSTON, GA. 30021
TEL: (404) 296-6489



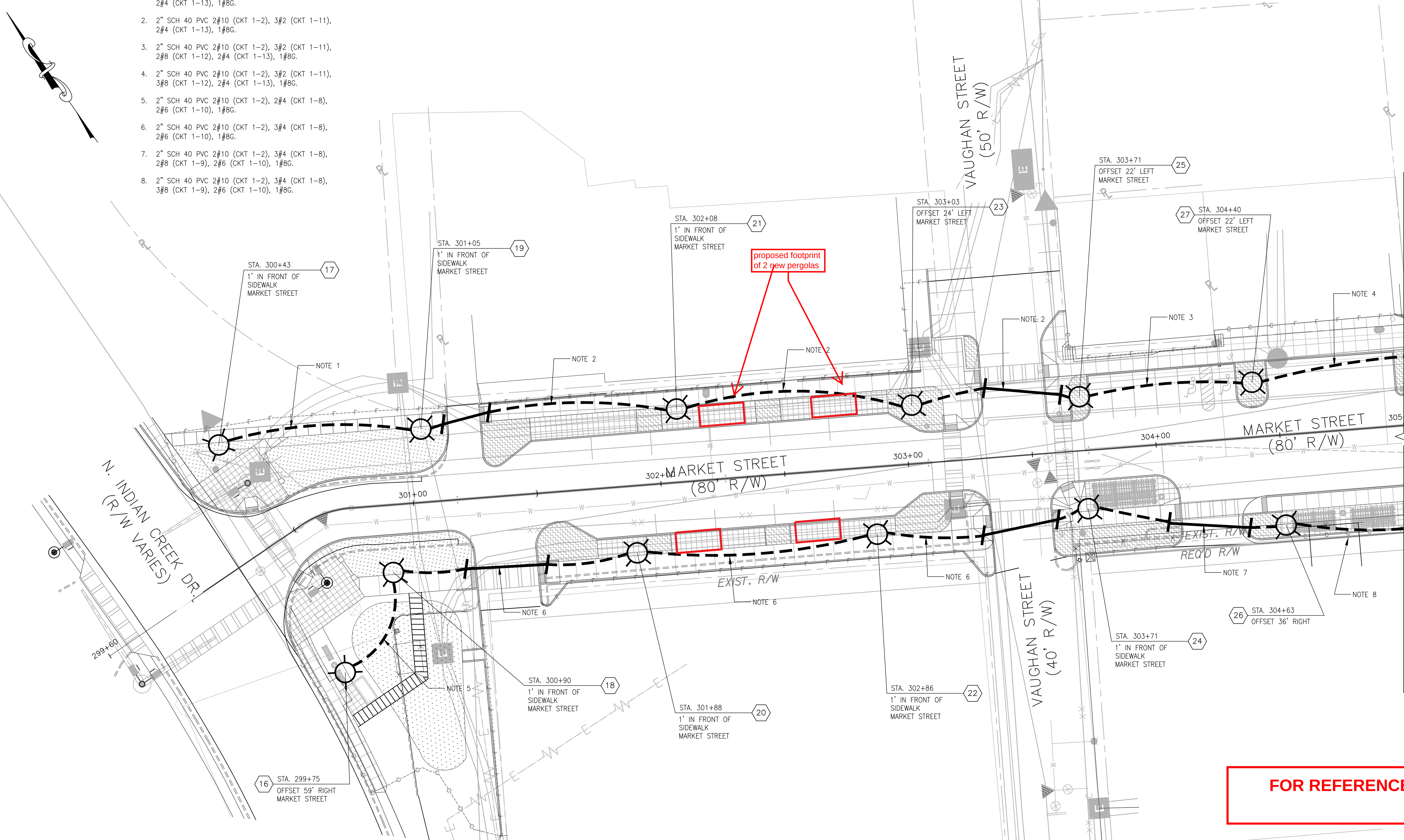
**AMEC
FOSTER WHEELER**
1075 BIG SHANTY ROAD NW
SUITE 100
KENNESAW, GEORGIA 30144
TEL: (770) 421-3400



REVISION DATES				UTILITY PLAN MARKET STREET BEGIN TO STA. 305+00.00				
				CHECKED:	G. BOWMAN	DATE:	-	DRAWING No. 24-009
				BACKCHECKED:	V. WORD	DATE:	-	
				CORRECTED:	C. JUNG	DATE:	-	
				VERIFIED:	G. BOWMAN	DATE:	-	

NOTES:

- 2" SCH 40 PVC 2#10 (CKT 1-2), 2#2 (CKT 1-11), 2#4 (CKT 1-13), 1#8G.
- 2" SCH 40 PVC 2#10 (CKT 1-2), 3#2 (CKT 1-11), 2#4 (CKT 1-13), 1#8G.
- 2" SCH 40 PVC 2#10 (CKT 1-2), 3#2 (CKT 1-11), 2#8 (CKT 1-12), 2#4 (CKT 1-13), 1#8G.
- 2" SCH 40 PVC 2#10 (CKT 1-2), 3#2 (CKT 1-11), 3#8 (CKT 1-12), 2#4 (CKT 1-13), 1#8G.
- 2" SCH 40 PVC 2#10 (CKT 1-2), 2#4 (CKT 1-8), 2#6 (CKT 1-10), 1#8G.
- 2" SCH 40 PVC 2#10 (CKT 1-2), 3#4 (CKT 1-8), 2#6 (CKT 1-10), 1#8G.
- 2" SCH 40 PVC 2#10 (CKT 1-2), 3#4 (CKT 1-8), 2#8 (CKT 1-9), 2#6 (CKT 1-10), 1#8G.
- 2" SCH 40 PVC 2#10 (CKT 1-2), 3#4 (CKT 1-8), 3#8 (CKT 1-9), 2#6 (CKT 1-10), 1#8G.



See Dwg. 25-006 for Continuation

FOR REFERENCE ONLY

ESA - SEE ENVIRONMENTAL RESOURCES IMPACT TABLE IN GENERAL NOTES FOR CONSTRUCTION RESTRICTIONS.

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ATLANTA CONSULTING ENGINEERS
500 SUN VALLEY DRIVE
UNIT G2
ROSWELL, GEORGIA 30076
bal@ace.fdn.com
Tel: 678-205-2240
Fax: 678-205-2239

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AMEC FOSTER WHEELER
1075 BIG SHANTY ROAD NW
SUITE 100
KENNESAW, GEORGIA 30144
TEL: (770) 421-3400

REVISION DATES	

LIGHTING LAYOUT E. PONCE DE LEON AVE.	
CHECKED: G. BOWMAN	DATE: ----
BACKCHECKED: V. WORD	DATE: ----
CORRECTED: C. JUNG	DATE: ----
VERIFIED: G. BOWMAN	DATE: ----

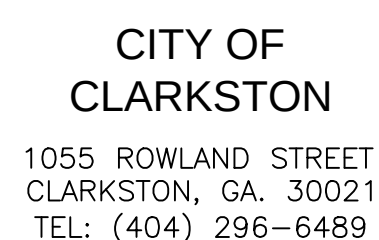
DRAWING No.
25-005



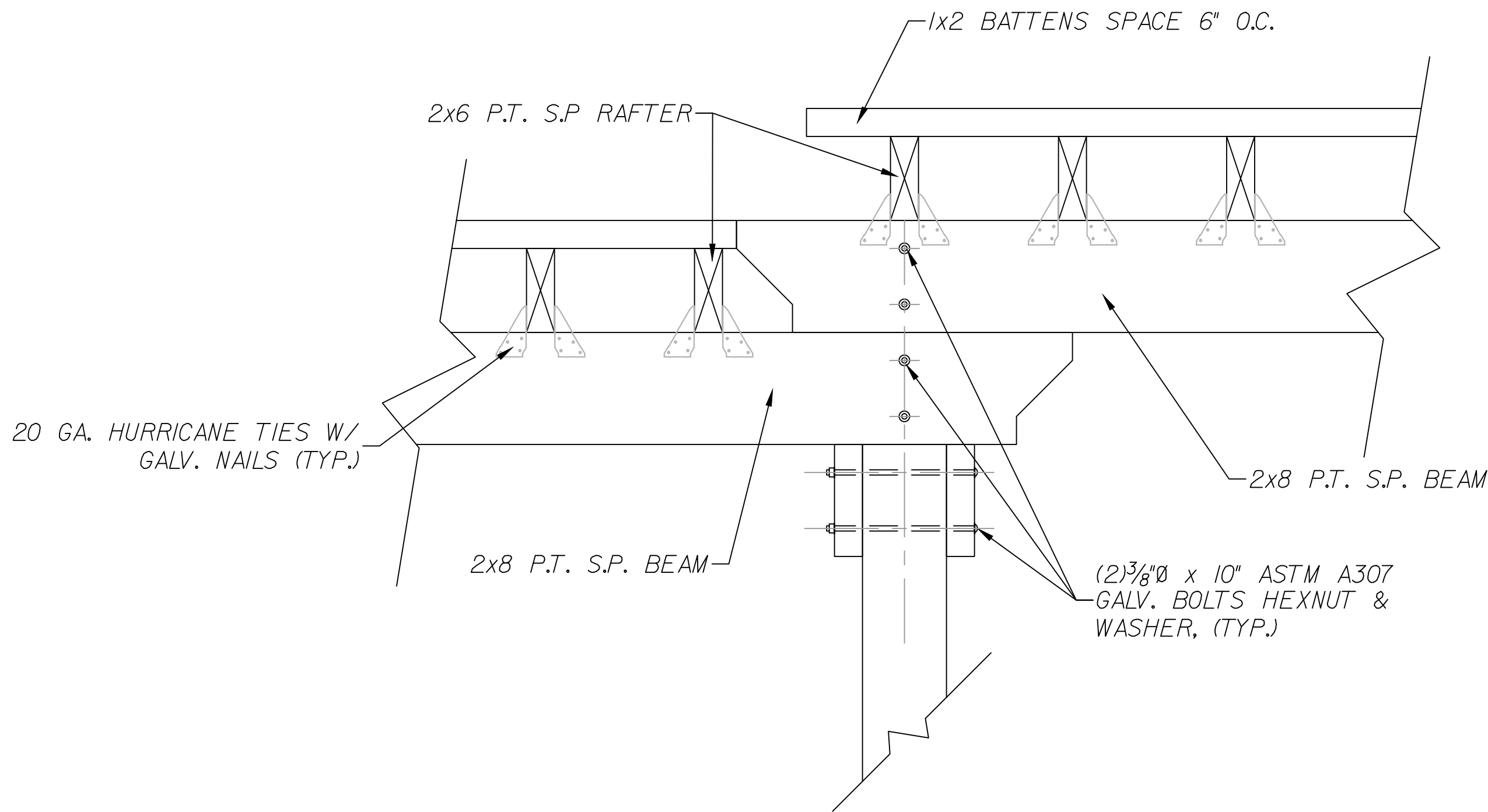
1. CENTERLINE STRIPE DOES NOT NECESSARY FOLLOW CONSTRUCTION CENTERLINE/CROWN LINE. PLACE MIDWAY BETWEEN CURBS OR AT DIMENSIONS NOTED FROM CURB FACE.
2. SEE DETAIL T-11A FOR PAVEMENT MARKING PLACEMENT.
3. SEE DETAIL T-15A, T-15B AND T-15C FOR RAISED PAVEMENT MARKER SPECIFICATIONS, LOCATIONS AND SPACINGS.

ESA - SEE ENVIRONMENTAL RESOURCES IMPACT TABLE IN GENERAL NOTES FOR CONSTRUCTION RESTRICTIONS.

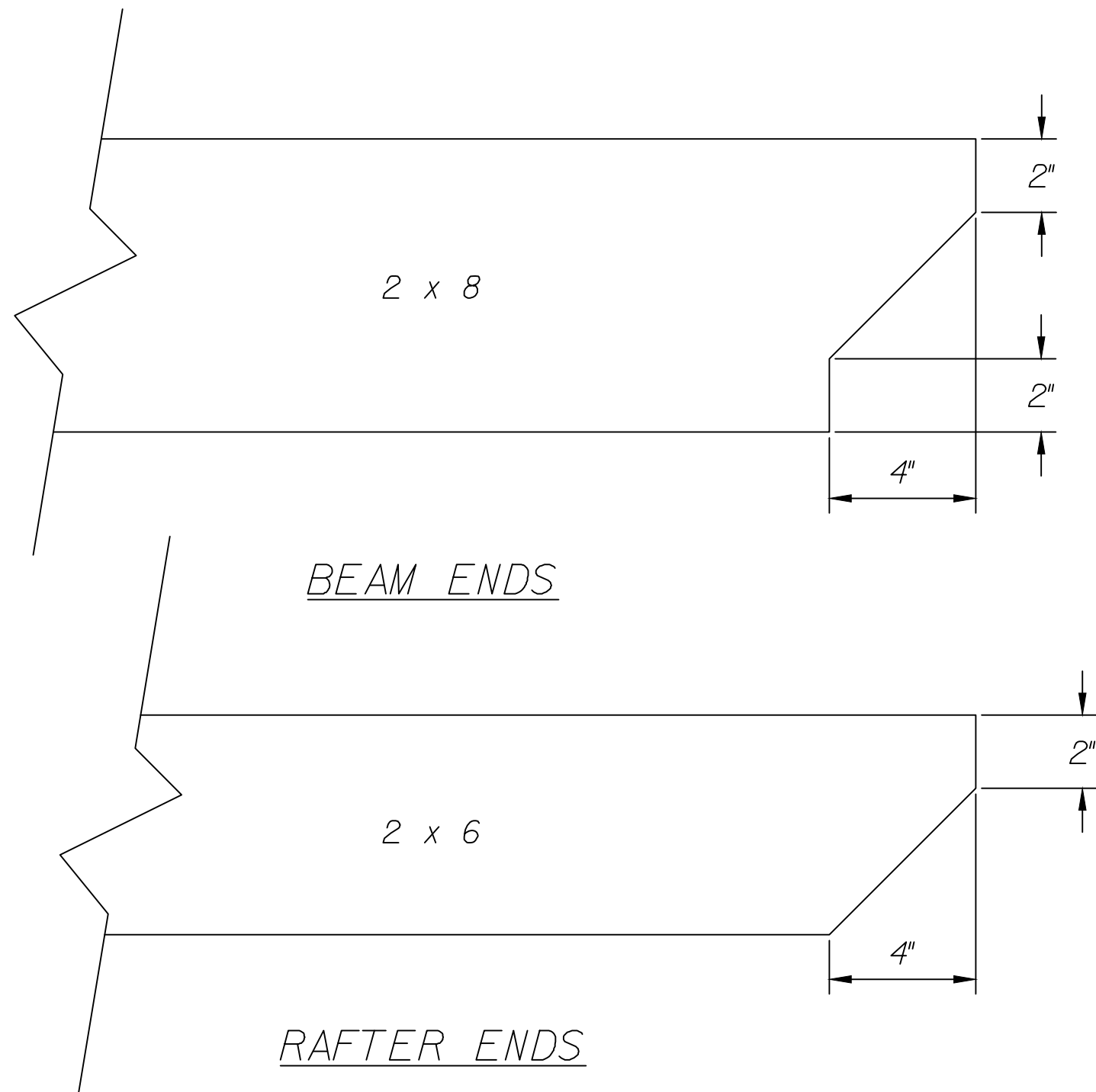
A handwriting practice sheet featuring a ruler at the top. Below the ruler are three rows of boxes for tracing and writing. The first row contains a dashed line with the letter 'C' and a solid line with the letter 'F'. The second row contains three boxes with diagonal lines. The third row contains three boxes with a cross-hatch pattern.

[illegible]

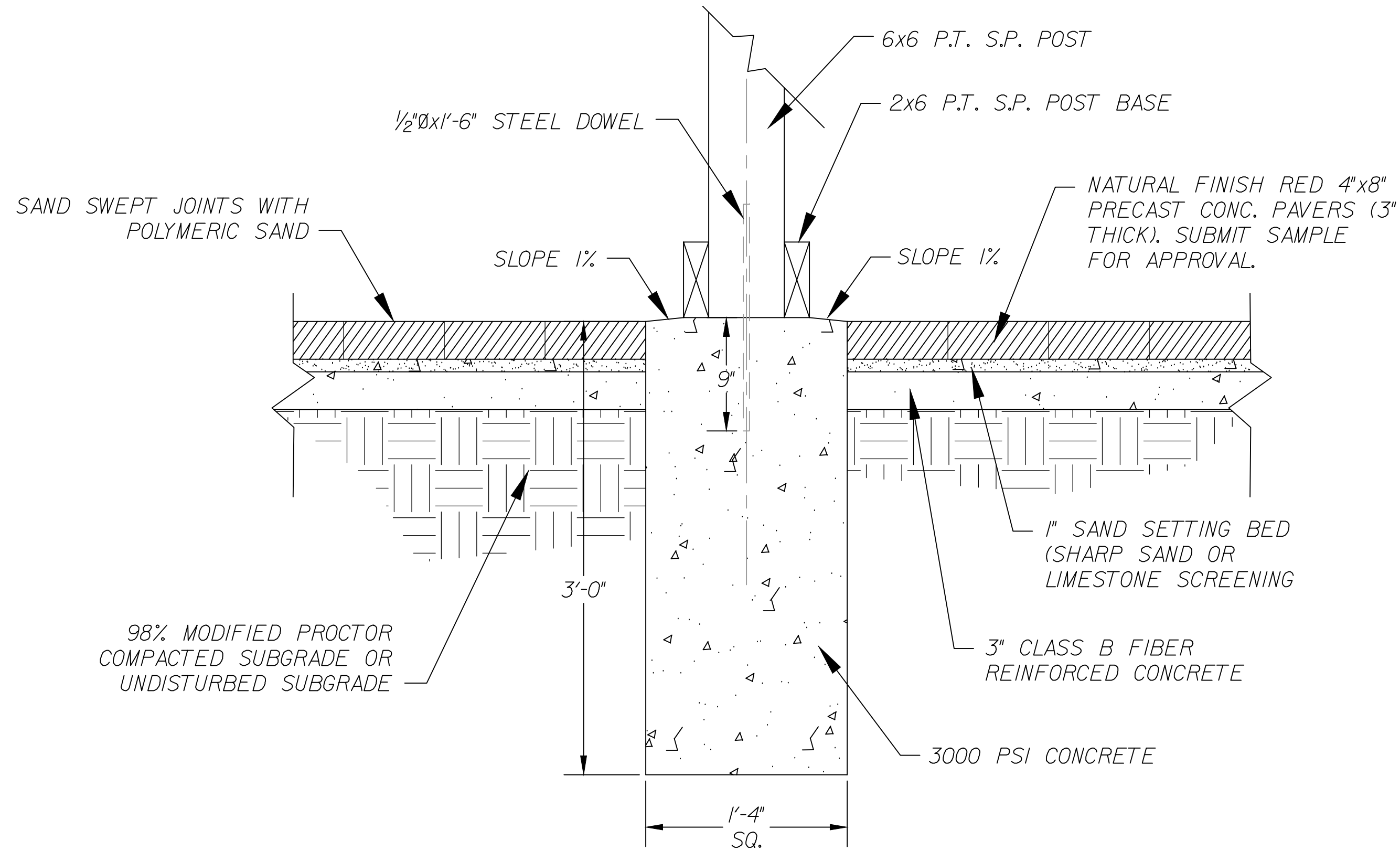
CHECKED: G. BOWMAN	DATE: -	DRAWING No. 26-008
BACKCHECKED: V. WORD	DATE: -	
CORRECTED: C. JUNG	DATE: -	
VERIFIED: G. BOWMAN	DATE: -	



1 GAZEBO - POST TOP DETAIL
SCALE: 1/8" = 1'-0"



3 GAZEBO - BEAM AND RAFTER TRIM DETAIL
SCALE: 1/4" = 1"



2 GAZEBO - POST FOOTING DETAIL
SCALE: 1/8" = 1'-0"



CITY OF
CLARKSTON
1055 ROWLAND STREET
CLARKSTON, GA. 30021
TEL: (404) 296-6489



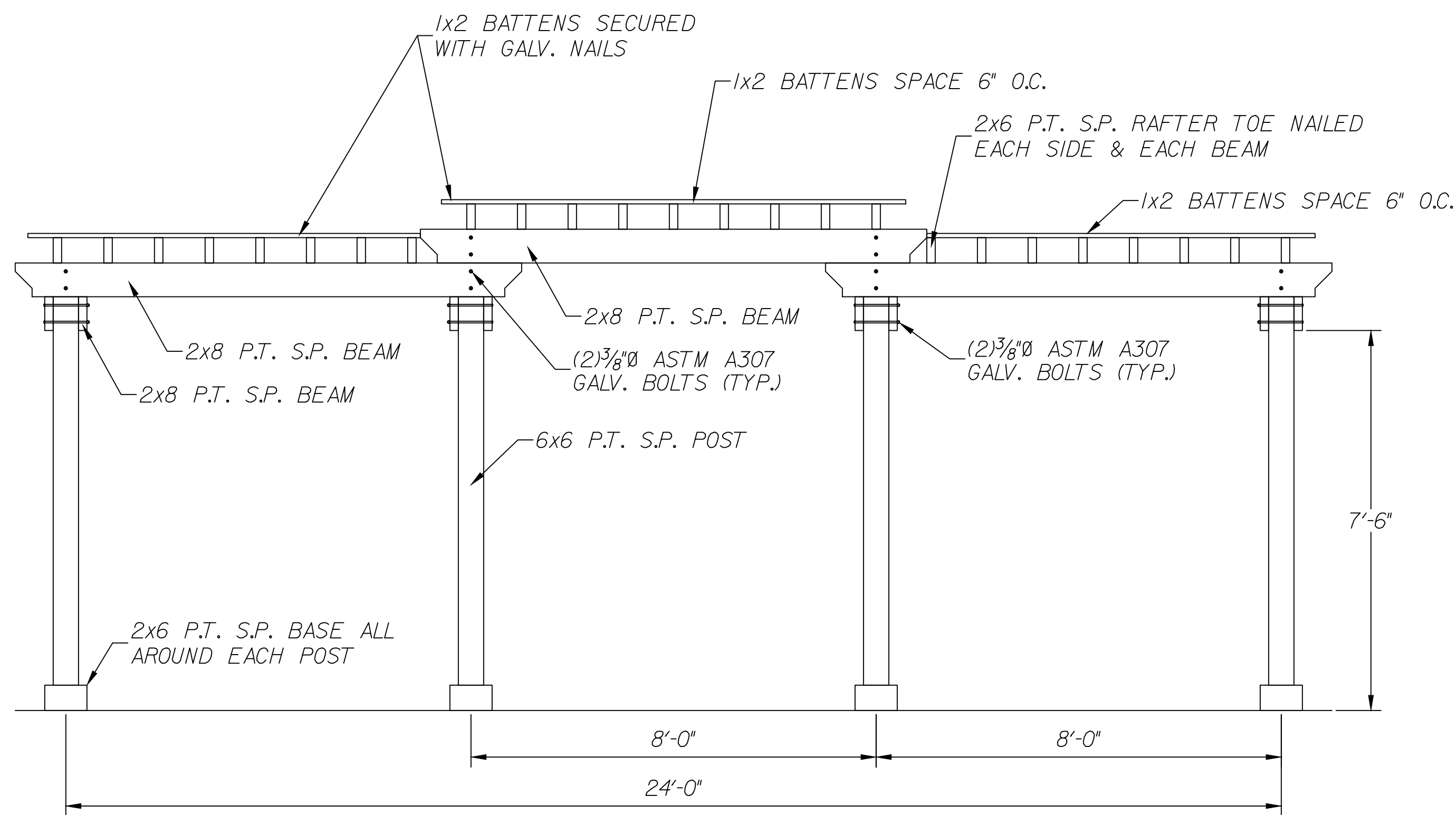
AMEC
FOSTER WHEELER
1075 BIG SHANTY ROAD NW
SUITE 100
KENNESAW, GEORGIA 30144
TEL: (770) 421-3400

REVISION DATES

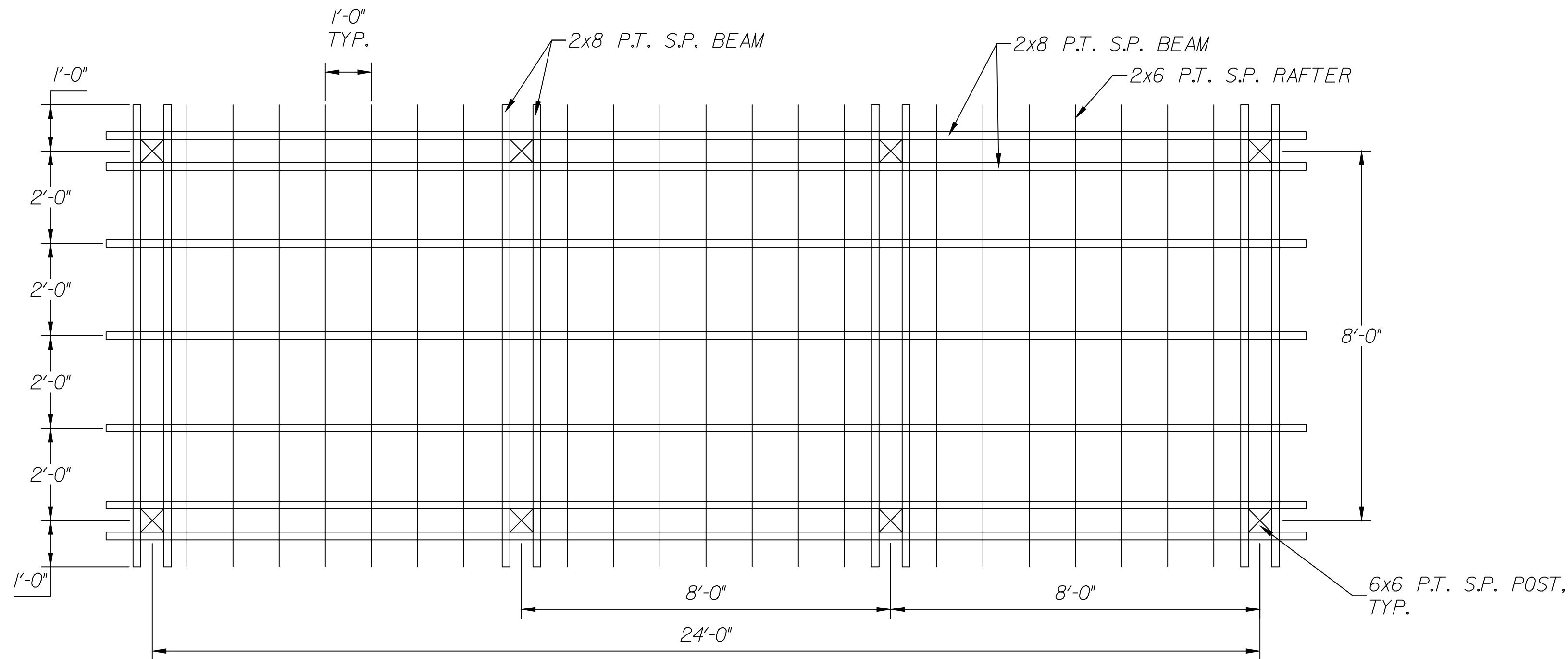
SPECIAL CONSTRUCTION DETAILS
ARBOR DETAILS

CHECKED:	G. BOWMAN	DATE:	-	DRAWING No.
BACKCHECKED:	V. WORD	DATE:	-	
CORRECTED:	C. JUNG	DATE:	-	
VERIFIED:	G. BOWMAN	DATE:	-	

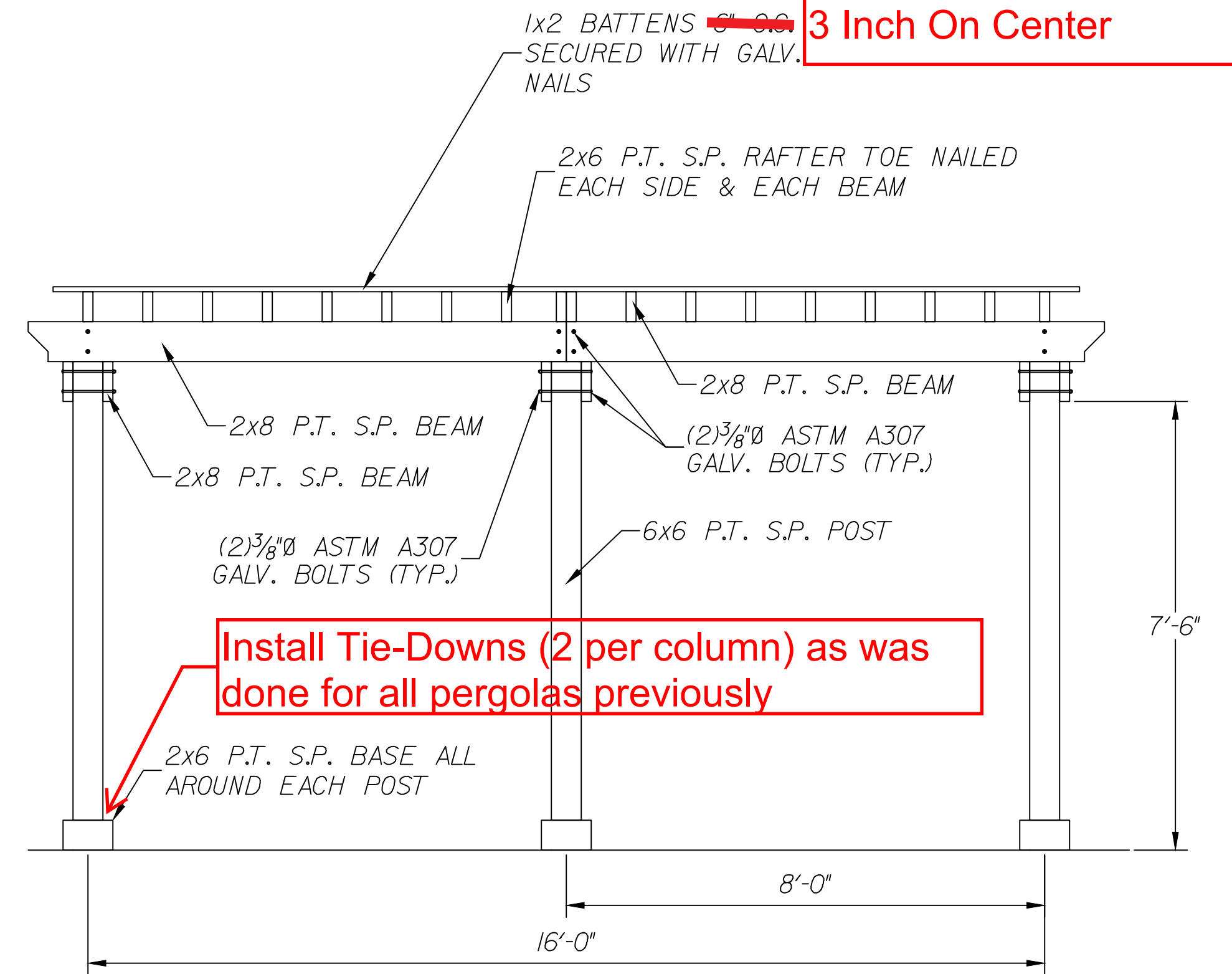
38-009



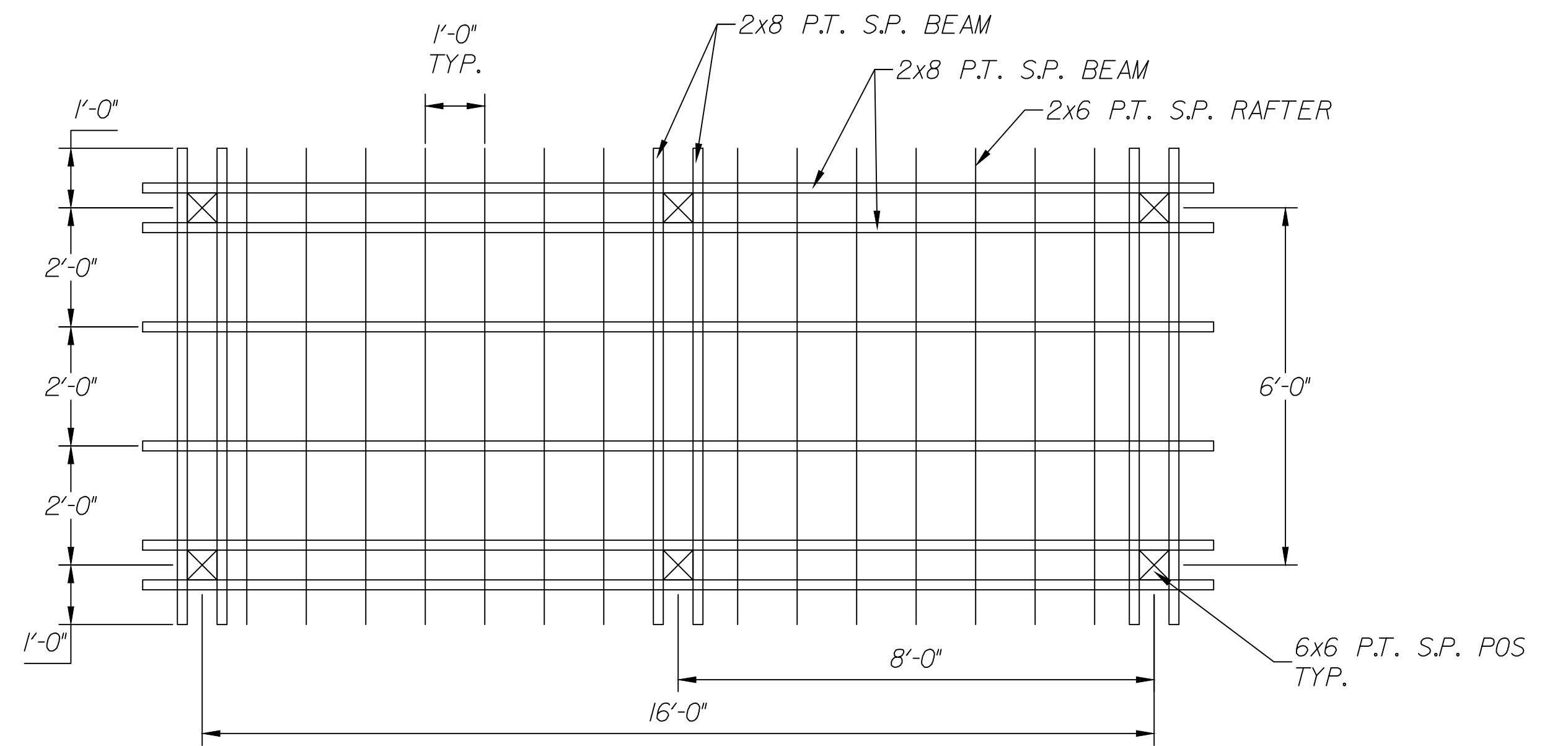
1 8' x 24' GAZEBO ELEVATION VIEW
SCALE: 1/2" = 1'-0"



2 8' x 24' GAZEBO PLAN VIEW
SCALE: 1/2" = 1'-0"



3 6' x 16' GAZEBO ELEVATION VIEW
SCALE: 1/2" = 1'-0"



4 6' x 16' GAZEBO PLAN VIEW
SCALE: 1/2" = 1'-0"



CITY OF
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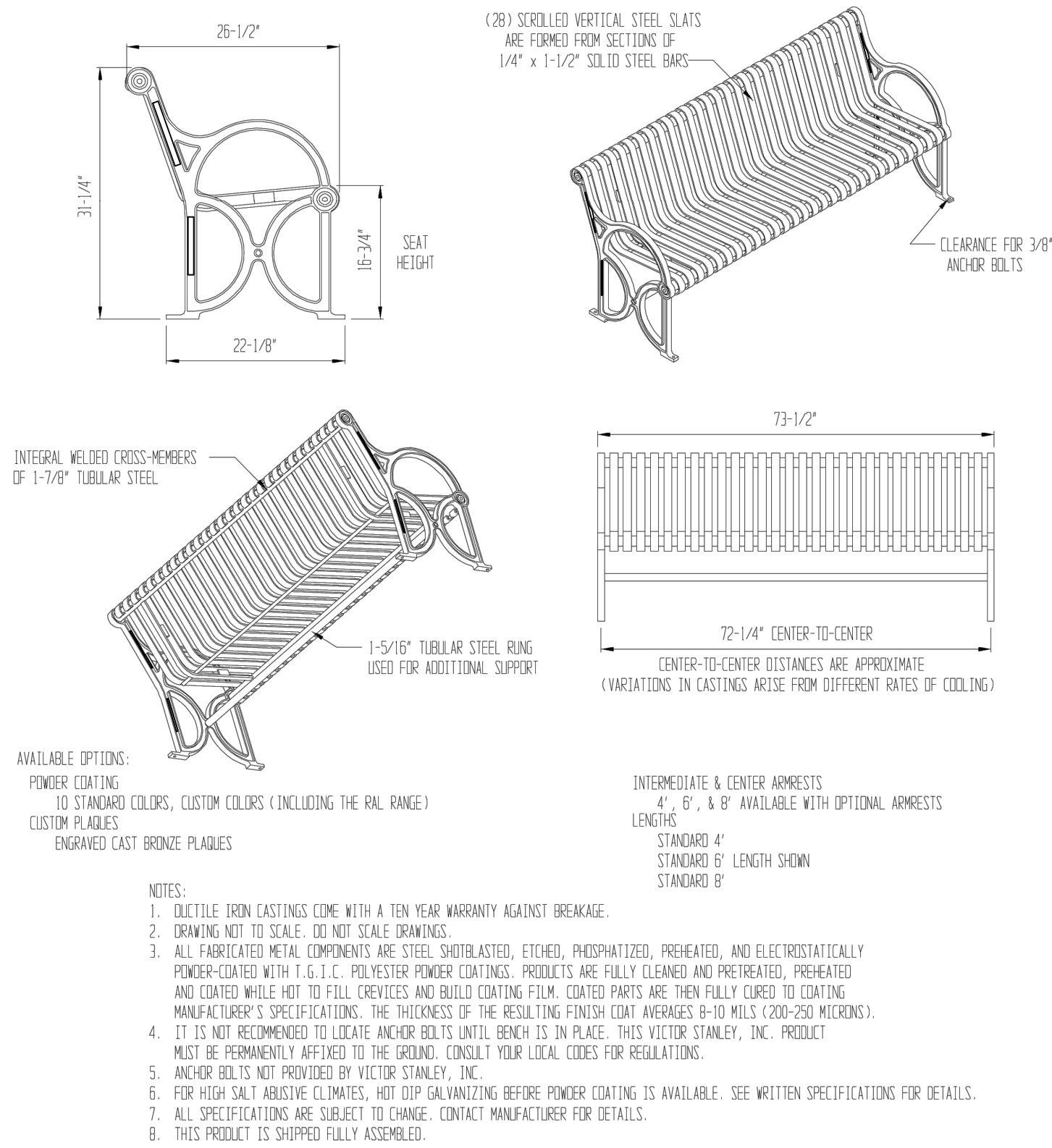
AMEC
FOSTER WHEELER
1075 BIG SHANTY ROAD NW
SUITE 100
KENNESAW, GEORGIA 30144
TEL: (770) 421-3400

REVISION DATES

SPECIAL CONSTRUCTION DETAILS
ARBOR DETAILS

CHECKED:	G. BOWMAN	DATE:	-	DRAWING No.
BACKCHECKED:	V. WORD	DATE:	-	
CORRECTED:	C. JUNG	DATE:	-	
VERIFIED:	G. BOWMAN	DATE:	-	38-008

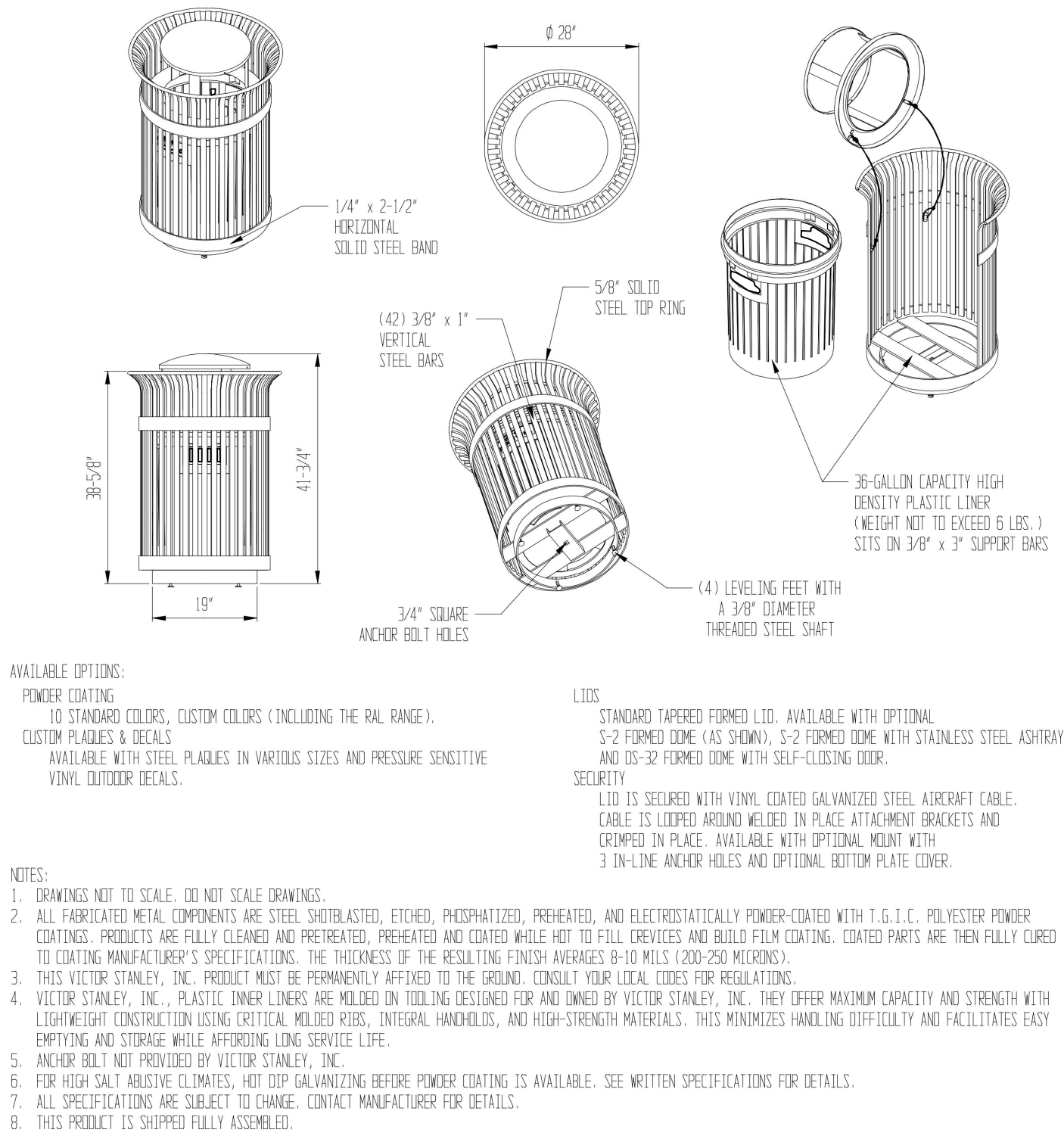
EXHIBIT B



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

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

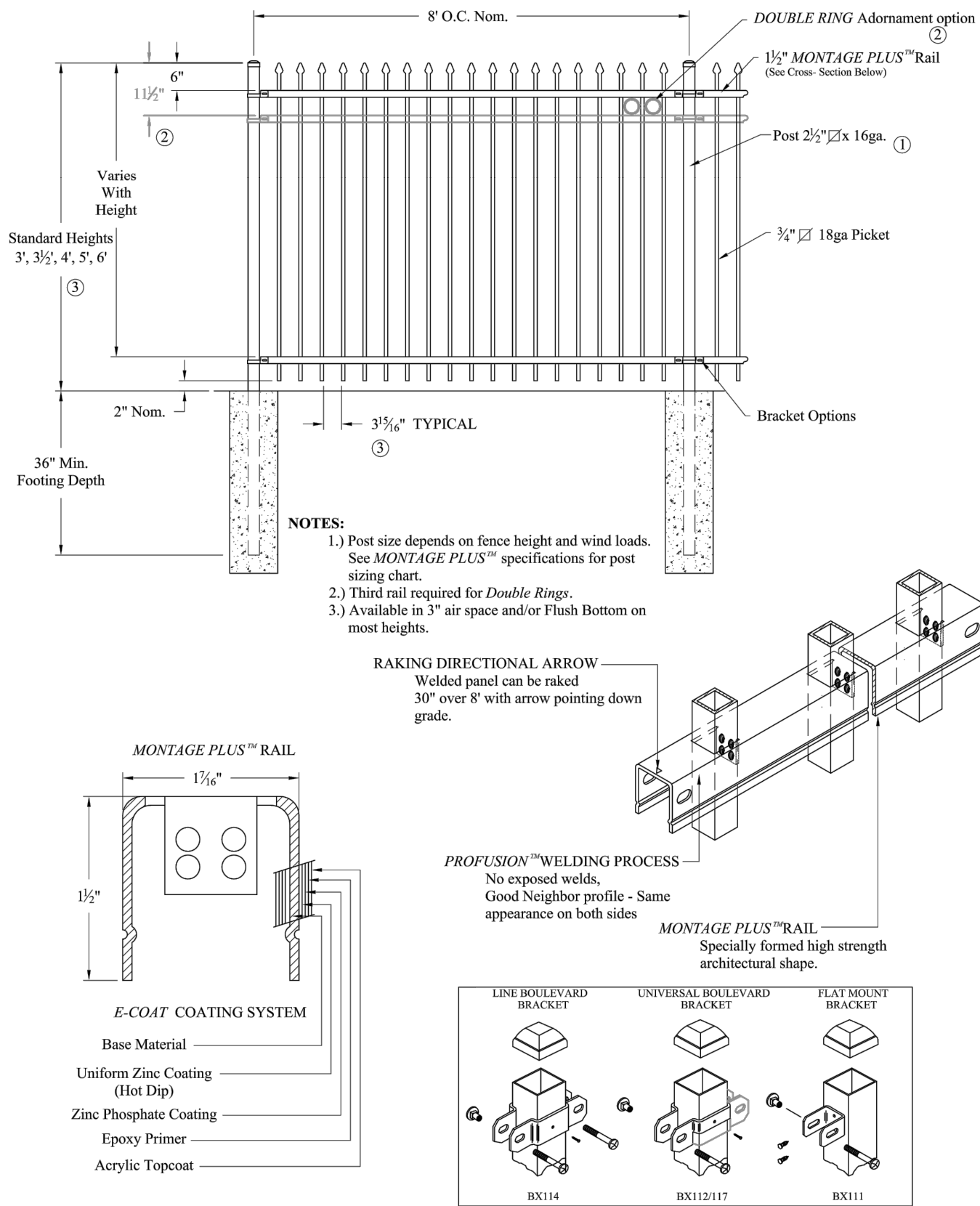
*OR DEPARTMENT APPROVED EQUAL



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

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

*OR DEPARTMENT APPROVED EQUAL



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

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

*OR DEPARTMENT APPROVED EQUAL



**Gazebo Locations
on Market Street**



“GAZEBO CONSTRUCTION AND STREETSCAPE AMENITY INSTALLATIONS”

SPLOST I

BID OPENING: October 14th, 2025; 3:00 PM

BIDDER	COMPLETED AND SIGNED INVITATION TO BID	BID PROPOSAL & ADDENDA ACKNOW. (6 Response to Questions-addendum)	BID BOND	QUALIFICATION SIGNATURE AND CERTIFICATION & CORPORATE CERTIFICATION	LIST OF SUBCONTRACTORS & PRIME CONTRACTOR PERFORMANCE OF WORK	CONTRACTOR AFFIDAVIT & AGREEMENT E-VERIFY (yes/no)	MINORITY ENTERPRISE AND CODE OF ETHICS FORMS	DISCLOSURE FORM	PROJECT WORK SCOPE AND SPECIFICATIONS	VENDOR QUESTIONNAIRE & CLIENT REFERENCE SHEET	BID SCHEDULE & TOTAL BID AMOUNT
RILEY, Contracting Inc	Yes	Yes	Yes	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$148,000.00
collins General Construction	Yes	Yes	Yes	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$142,240.00
HCC Construction Solutions	NO	Yes	Yes	Yes	?	Yes	Yes	Yes	Yes	Yes	\$92,240.00
HASBUN	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$82,243.28

BIDS RECEIVED BY: Joe V. Cady Kaiser 10/14/2025 ~~Spencer~~ DATE: _____

NOTE: Bids not official until bid schedule is verified and all required submittals are submitted in accordance with the project bid documents and/or specifications

Spencer



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	7D	New Business Items	NO

SUBJECT: To approve a resolution awarding a professional services agreement to the most responsive and responsible bidder, Freese & Nichols, to provide Conceptual Design Services for the Norman Rd. Dam Rehabilitation/Replacement Project in the amount of \$402,958.00, to be funded out of SPLOST II.

PRESENTER CONTACT: City Engineer, Larry Kaiser

PHONE NUMBER:

DEPARTMENT: Administration

PURPOSE: To discuss the highest ranked technical proposal submitted by Freese & Nichols and the associated negotiated scope of work and fee for Conceptual Design Services for the Norman Road Dam Rehabilitation/Replacement Project

IMPACT: The Norman Road dam is beyond its useful life. The dam was built in the 1920's and has undergone numerous repairs. The dam was not constructed with a engineering set of plans nor was it built to dam standards that are recognized by the dam profession. There are obvious signs of distress in the dam from upstream and downstream embankment sloughing, to differential settlement in the roadway, deteriorated stormwater infrastructure and related issues.

The City approved SPLOST II project list included funding of \$1,500,000 for design and construction costs; inclusive of the \$300,000 identified in the 5-year bond referendum, for the Norman Road Dam Rehabilitation/Replacement Conceptual Design Plans.

It should be noted that this Phase I project is for Conceptual Design Services only. The Request for Proposal (RFP) provided the option for the city to negotiate a fee & scope of work for Final Design and Construction Plan development with the selected firm or re-advertising for the Final Design Plan development upon concept plan completion.

Before advertising for professional civil engineering services, the City Engineer prepared a fee estimate for Conceptual Design Services. The estimate was estimated to be \$375,000.

PROJECT DETAILS:

As outlined in the RFP, the purpose of Conceptual Design Services is to prepare various design options that will lead to final design and construction plan development in Phase II. The Phase I goals are as follows:

- Provide a conceptual design that will lead to the construction of a highly functional and safe dam that will perform its intended purpose for decades
- Provide continuous Norman Road access during the construction process
- Address deteriorating stormwater infrastructure
- Balance property ownership constraints
- Minimize changes to the upstream and downstream mapped zone AE floodplain (an area with a high risk of flooding, specifically a 1% annual chance of flooding and a 26% chance over the life of a 30-year mortgage)
- Minimize impacts to Milam Park and the pedestrian bridge
- Maintain water quality and minimize environmental and viewshed impacts

As outlined in the scope of work, a sampling of the various deliverables to be provided are as follows:

- Land boundary and topographic surveying within the project limits and impact areas
- Sediment and bathymetric surveys to assess the depth of sediment in the potential work areas
- Field Reconnaissance
- Subsurface utility surveying
- Geotechnical Investigations and Subsurface Drilling
- Cultural Resource Assessment
- Environmental Considerations
- Hydrologic and hydrology modeling
- Environmental permitting
- Public Information Open House events (2)
- Misc. Public Outreach events and media assistance
- Develop three (3) Conceptual Design Options with associated cost estimates and advantages/disadvantages with 2 options presented to council and mayor for

discussion and selection for final design plan development in Phase II

Estimated duration for Concept Plan development is approximately 12 months.

FUNDING SOURCE: The City approved SPLOST II project list included funding of \$1,500,000 for design and construction costs; inclusive of the \$300,000 identified in the 5-year bond referendum, for the Norman Road Dam Rehabilitation/Replacement Conceptual Design Plans.

RECOMMENDATION: The Review Committee, consisting of Interim Public Works Director Marcus Seaton, City Manager Thornton, Planning & Economic Development Director Richard Edwards and City Engineer Larry Kaiser, met on November 10 to review the technical proposals submitted by three firms; GEI, DCCM/Rochester and Freese & Nichols. The committee unanimously selected Freese and Nichols as the firm with the highest ranked technical proposal. Based on the QBS (Qualifications-Based Selection) process, Freese and Nichols was asked to submit a scope of work, fee and proposed schedule. The Review Committee negotiated a scope and fee as identified in Exhibit A and the associated Q&A as outlined in Exhibit B.

The negotiated fee & scope of work for Conceptual Design Services for the Norman Road Dam Rehabilitation/Replacement Project is \$402,958.

Freese and Nichols is one of the top ranked dam design firms in the southeast US. Their qualifications and reputation are well known in the dam design profession. They have provided similar design services for various dams throughout the metro area and southeast US.

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

- Contract to be prepared for signature and execution
- Kickoff Meeting in December
- Begin surveying in January 2026

Attachments: Exhibit A – Negotiated Scope & Fee
Exhibit B – City Engineer Questions and Consultant Response

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AWARING A PROFESSIONAL SERVICES AGREEMENT TO FREESE & NICHOLS TO PROVIDE CONCEPTUAL DESIGN SERVICES FOR THE NORMAN RD. DAM REHABILITATION/REPLACEMENT PROJECT.

* * * * *

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

Section 1. That the City Council awards a professional services agreement to the most responsive and responsible bidder, Freese & Nichols, to provide Conceptual Design Services for the Norman Rd. Dam Rehabilitation/Replacement Project in the amount of \$402,958, to be funded out of SPLOST II. A copy of said contract is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

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

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement” or “Contract”) is entered into this _____ day of 20_____ by and between **Freese and Nichols, Inc.**, a Texas corporation (“CONSULTANT”) and the **City of Clarkston, Georgia**, a municipal corporation of the State of Georgia (“CITY”). For convenience, the CONSULTANT and the CITY may sometimes be referred herein collectively as “parties” and individually as a “party”.

WITNESSETH

WHEREAS, CITY desires to engage CONSULTANT to provide earthen dam design; including all related services such as conceptual plan development, cultural resource investigations, environmental permitting, topographic and bathymetric surveying, geotechnical investigations, drilling, public engagement and public outreach services for the Norman Road Dam Rehabilitation-Replacement Projects, as more fully described in the CONSULTANT Services Agreement; and

WHEREAS, CONSULTANT agrees to provide such work and services for the CITY in accordance with the terms of this Agreement; and

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

I. Engagement of CONSULTANT

- (a) CONSULTANT submitted a proposal, addendum acknowledgement and associated exhibits (vendor questionnaire, code of ethics, references, non-collusion, and e-verifications) which is the basis for this Agreement and is attached hereto as Exhibit A
- (b) CITY agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the scope of services (final negotiated between the CITY and CONSULTANT)) set forth in EXHIBIT B attached hereto and is referred to herein as the “Scope of Work.”
- (c) Notwithstanding anything to the contrary contained in this Agreement, CITY and CONSULTANT agree and acknowledge that CITY is entering into this Agreement in reliance on CONSULTANT’s special and unique abilities. CONSULTANT acknowledges that CONSULTANT shall be solely responsible for determining the methods for performing the services under this Agreement in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, and ordinances. The CONSULTANT warrants, represents, covenants, and agrees that all of the work to be performed by the

CONSULTANT under or pursuant to this Agreement shall be done (i.) with the CONSULTANT skill and care ordinarily provided by competent earthen dam planners and engineers, including all associated civil engineering services and disciplines referenced herein for CONSULTANTS practicing in the same or similar locality and under the same or similar circumstances and applicable CONSULTANT license; and (ii.) as expeditiously as is prudent considering the ordinary CONSULTANT skill and care of a competent earthen dam planners and engineers, including all associated civil engineering disciplines and services, as the case may be.

- (d) CONSULTANT will be responsible for supplying all civil engineering software, tools and equipment necessary for CONSULTANT to provide the services.
- (e) Time is of the essence and CONSULTANT shall diligently complete all services in a timely manner consistent with the Standard of Care identified in Section II below and the Project Schedule attached as Exhibit D hereto.

II. Standard of Care. The Scope of Work performed by Consultant under Exhibit B shall be performed in accordance with that degree of care and skill ordinarily exercised by members of Consultant's profession practicing at the same time in the same location, and in compliance with applicable federal, state, and local statutes, rules, and regulations published and in effect as of the date of this Agreement. Consultant further represents all personnel providing services or Work on the Project shall be properly experienced, professional, competent, and properly licensed and qualified in all governmental jurisdictions in which the Work is to be performed. Upon request by CITY, Consultant shall furnish such evidence as CITY may require relating to the qualifications of its personnel and the Consultant's ability to perform fully its Work in accordance with the Contract. Unqualified Consultant personnel, or Consultant personnel otherwise reasonably objected to by CITY, shall be promptly replaced. All labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken and will yield only quality results in compliance with a scope of work and service. Consultant will at all times in good faith perform the Work. Any and all Work not conforming to these requirements shall be considered defective and shall constitute a breach of the Contract. The obligations in this Agreement shall be deemed cumulative and shall not be deemed alternative or exclusive, nor shall they be deemed to alter or limit any other. The CITY shall not be liable or responsible for the accuracy of the Work or any error or omission in any phase of the Work. The Consultant shall have the sole liability and responsibility for its Work and that it is in federal, state, and local compliance, and that neither the CITY nor any other governmental entities are out of compliance due to the Consultant's failure to perform the Work in accordance with the standard of care set described herein.

III. Correction of Work: Prior to Final Payment hereunder, Consultant shall promptly correct Work rejected by CITY in accordance with the terms of this Agreement or known by Consultant to be defective or failing to conform to the requirements of the

Contract measured by Section II above (herein referenced as “Standard of Care”). Subject to the terms of this Agreement, Consultant shall bear costs of correcting such rejected Work. If Consultant fails to correct nonconforming Work as required or fails to perform the Work in accordance with the Contract and the Project is not yet complete, CITY may, by written order, direct Consultant to stop the Work, or any portion thereof, until the cause for such order has been eliminated. If Consultant defaults or neglects to carry out the Work in accordance with the Standard of Care and fails within five (5) business days after receipt of written notice from CITY to commence and continue correction of such default or neglect with diligence and promptness, CITY must give a second written notice to Consultant and, seven (7) days following receipt by Consultant of that second written notice and without prejudice to other remedies, CITY may correct such deficiencies and charge the actual cost thereof to Consultant. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to Consultant, CITY’s actual costs of correcting such deficiencies

- IV. **Compensation.** The CITY agrees to pay the CONSULTANT for all fees and expenses for all Services in an amount not to exceed Four Hundred Two Thousand Nine Hundred Fifty-Eight Dollars (\$402,958) as set forth in EXHIBIT C. This contract amount of \$402,958 is the maximum not-to-exceed amount and will include all miscellaneous expenses such as printing, etc. CONSULTANT shall submit an invoice to the CITY, no more frequently than once per month, based on time and expenses basis. Each invoice shall be for the prior month’s work tasks and accompanied by a progress report for the services provided that month. Payment will be made by the CITY within forty-five (45) days of receipt of an invoice from CONSULTANT. No rate escalations during the duration of the Agreement will be allowed by the CITY.

Invoicing shall include supporting cost details; a breakout of all costs including direct labor, indirect costs and other direct costs. Further details such as hours, rate per hour, labor classifications, etc. must be included.

- V. **Project Schedule and Deliverable Dates.** Exhibit D reflects the various tasks and services to be delivered including the deadline for final report and concept plan(s) submittal to the CITY. If the milestones for each deliverable in Exhibit D are not met, the CONSULTANT will be required to provide the CITY with a revised schedule that satisfies the CITY.

- VI. **Appropriation of Funds.** The City has appropriated sufficient funding to fund the cost of the Conceptual Design Services described herein.

- VII. **Merger Clause.** This written agreement, which includes Exhibit A - the CONSULTANTS Proposal and associated Exhibits, Exhibit B – Scope of Work (negotiated Scope of Work for Agreement), Exhibit C - CONSULTANT Fees, Exhibit D – Project Schedule, Exhibit E - edited Scope of Work,

constitutes the entire Agreement of the parties. No other promises or consideration are a part of this Agreement.

- VIII. **Changes.** CITY may, from time to time, require changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, which are mutually agreed upon by and between CITY and the CONSULTANT, shall be incorporated in written amendment to this Agreement. No changes to the fee will be allowed by the CITY. Any change, alteration, or addition to the terms and conditions set forth in this Agreement must be in the form of a written Amendment signed by both Parties.
- IX. **Identity of the Consultant.** CONSULTANT acknowledges that one of the primary reasons for its selection by the CITY to perform the duties described in this Agreement is the qualifications and experience of the principal personnel whom the CONSULTANT has represented in the submitted proposal will be responsible therefor. As such, the City reserves the right to reject any of the CONSULTANT'S personnel or proposed outside professional sub-consultants, and the CITY reserves the right to request acceptable replacement personnel be assigned to the project.
- X. **Assignment.** The Consultant shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Agreement or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the CITY in writing.
- XI. **Documents to be Provided by the CITY.** CITY shall furnish the CONSULTANT with all available information and data CONSULTANT requests pertinent to the execution of this Agreement. CITY shall cooperate with the CONSULTANT in carrying out the work herein and shall provide adequate staff for liaison with the CONSULTANT.
- XII. **Ownership of Documents and Intellectual Property.** All reports, plans, specifications, renderings, computer files and other documents prepared by CONSULTANT for which CONSULTANT has been compensated pursuant to this Agreement shall be the property of the CITY. CONSULTANT will deliver to the CITY copies of the prepared documents and materials periodically throughout the project duration and at the project completion with the final report submittal to FHWA. CONSULTANT shall make all documents and related data and material utilized in developing the documents available to CITY for inspection whenever requested. CONSULTANT may make copies of any and all such documents and items and retain same for its files. CONSULTANT shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than CONSULTANT subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the

change or use and shall be appropriately marked to reflect what was changed or modified.

XIII. Term of Agreement. This agreement commences on the date first written above and will expire on November 30, 2026, unless terminated sooner as provided for herein.

XIV. Termination for Convenience by the CITY:

- (a) The CITY may for any reason whatsoever terminate performance under this Agreement by the Consultant for convenience. The CITY shall give written notice of such termination to the Consultant specifying when termination becomes effective, which must be a minimum of thirty (30) days from the date the Consultant receives the written notice.
- (b) This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds or other revenues are no longer available to satisfy the obligations of the CITY under this Agreement.
- (c) The Consultant shall incur no further obligations in connection with the Work and the Consultant shall stop Work when any such termination notice is received from CITY. The Consultant shall also terminate outstanding orders and subcontracts and reasonably mitigate against any costs or losses associated with the termination of such affected orders and subcontracts.
- (d) The Consultant shall transfer title and deliver to the CITY such completed or partially completed Work, including but not limited to hard copies and electronic copies, and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has.
- (e) Within thirty (30) days after its termination for convenience, the Consultant shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the CITY. The claim shall be signed by an officer of the Consultant under oath and under penalty of perjury. If the Consultant fails to file a complete and proper termination claim within the time required herein, any claim for termination shall be deemed waived and no further sums will be due the Consultant. The total sum to be paid the Consultant, as outlined in Exhibit C, shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made and amounts not due for Work that has not been performed, and shall in no event include duplication of payment. Payment of the sums due hereunder shall constitute full and complete satisfaction of all sums due Consultant for the termination of the Contract for convenience.

XV. Termination for Cause. If Consultant breaches any provision of this Agreement, CITY may give notice to Consultant of such breach in writing. If the breach is not cured within ten (10) days of receipt of such notice (or, in the case of a breach which cannot reasonably be cured within 10 days, if the Consultant does not promptly commence to

cure the breach and thereafter diligently prosecute the cure to completion), Consultant shall be in default hereunder and CITY may elect to terminate the Agreement, or to continue the Agreement subject to receiving adequate assurances of performance from Consultant. In the event that CITY terminates this Agreement pursuant to this Section, CITY shall not be required to make any payments to Consultant with respect to material that has not been delivered or Work that have not been performed as of the date of termination. If the sum of all previous deposits and payments under this Agreement with respect to the Work so terminated exceeds the amount owed to Consultant with respect to material that has been delivered and Work that have been performed as of the date of termination, the excess shall be immediately refunded to CITY.

- XVI. Suspension of Work by the CITY.** The CITY may, by written notice, direct the Consultant to suspend all or any part of the Work under this Agreement for such period of time as may be determined by the CITY to be necessary or desirable for its convenience. If such suspension causes additional cost to Consultant or delays the progress of the Work and is due to something other than the failure of the Consultant to correct the Work as required by this Agreement or carry out the Work in accordance with this Agreement, then the Consultant will be entitled to additional compensation and a time extension in accordance with the provisions of this Agreement. Adjustments to the Contract Price and/or Contract Time will be based on actual costs and actual days lost resulting directly from the suspension. In no event shall the Consultant be entitled to any prospective profits. Any claim by the Consultant for an adjustment hereunder must be asserted within thirty (30) Days from the date of a start order for resumption of Work.
- XVII. Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except by a writing signed by both parties
- XVIII. CITY Not Obligated to Third Parties.** CITY shall not be obligated or liable hereunder to any party other than the CONSULTANT.
- XIX. Final Decisions.** Serving as a CONSULTANT to the CITY, CONSULTANT shall advise all parties that final decisions shall be made by the City Council, City Manager and/or designee.
- XX. Indemnification.** Consultant does hereby covenant and contract to indemnify and hold harmless the CITY, its Councilmembers, Mayor, officers, employees, and agents, from and against all liability, causes of action, claims, costs, damages,

demands, expenses, fines, judgments, losses, penalties or suits, which may arise by reason of death or injury to persons or property, caused by or resulting from Consultant's negligence, intentional tort, intellectual property infringement, or failure to pay a sub-consultant, its agents, or consultants under contract, or any other entity over which the professional exercises control. Consultant will, at its own cost and expense, defend and protect CITY and any other indemnified party against any and all such claims and demands.

The indemnification under this section shall include Consultant's obligation to provide all reasonable attorneys' fees and costs, court costs, and settlement costs incurred by CITY in connection with a claim covered by this section.

The CONSULTANT'S obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by professional under this agreement. This provision shall survive the termination of this agreement.

XXI. Required Insurance Coverage and Limits. Consultant shall, at its sole expense, obtain and maintain the following minimum insurance coverages issued by an insurance company authorized to do business in the State of Georgia with a minimum A.M. Best rating of "A VII" and reasonably acceptable to the CITY. Insurance provided by Consultant shall be primary and non-contributory coverage and shall be endorsed accordingly. CITY shall be granted a waiver of subrogation on all applicable insurance carried by Subconsultants. Consultant shall provide certificates of insurance and Endorsements evidencing these coverages to CITY upon execution of this Agreement.

(a) Worker's Compensation Insurance in accordance with the laws of the State of Georgia.

(b) Commercial General Liability Insurance including Bodily Injury and Property Damage in an amount of not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence.

(c) Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence.

(d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the Work.

(e) Employers' Liability Insurance in the minimum of One Million Dollars (\$1,000,000) each incident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit.

(f) Professional Liability Insurance in the minimum of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

(g) Umbrella and/or Excess Liability Insurance in the minimum of One Million Dollars (\$1,000,000) over and above the underlying required coverages of Commercial General Liability, Professional Liability, and Auto Liability coverage.

Consultant shall provide CITY a minimum thirty (30) days written notice prior to any material change in insurance coverage. Said commercial general liability, auto liability and umbrella liability insurance policies shall name CITY as an additional insured.

All insurance requirements shall be maintained in full force and effect during the life of the Agreement and shall cover liability resulting from Consultant's neglect in Services and Work regardless of when claims are made, during completion of the Services.

XXII. Waiver. A waiver by either Party of any breach of any provision, term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

XXIII. Severability. The Parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any Agreement provision shall not affect the validity of any other provision or provisions of this Agreement.

XXIV. Audits. At any time during normal business hours and as often as the CITY may reasonably deem necessary, the Consultant shall make available to the CITY, federal, state, or local government and/or their agencies and representatives for examination all of its records with respect to the Work and all matters covered by this Agreement. It shall also produce for inspection and permit the foregoing and/or their agencies and representatives to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to the Work and all matters covered by this Agreement.

Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to a Project and shall make such material available at all reasonable times during the period of the Agreement, and for three (3) years from completion of the Work for the Project, for inspection by the CITY or any federal, state, or local reviewing agencies, and copies thereof shall be furnished upon request. Consultant agrees that the provisions of this Section shall be included in any agreements it may make with any Sub-consultant, assignee, or transferee.

XXV. Agreement Not to Discriminate. During the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment, subcontractor, qualified client, or recipient of services, because of race, creed or belief, political affiliation, color, sex, national origin, age, religion, handicap, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Consultant will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed or belief, political affiliation, color, sex, national origin, age, religion, handicap, or disability which does not preclude the applicant from performing the essential functions of the job. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any Work covered by the Contract so that such provision will be binding upon each Sub-consultant, providing that the foregoing provisions shall not apply to contracts or Sub-consultants for standard commercial supplies of raw materials.

XXVI. Conflict of Interest.

(a) Consultant's Interest: The Consultant agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its Services hereunder. The Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

(b) Interest of Public Officials: The Consultant will not, directly or indirectly, attempt in any manner to hire or attempt to hire or cause or otherwise encourage any employee of the CITY to leave the employ of the CITY in order to work for the Consultant or another entity.

XXVL. Anti-Kickback. Salaries of engineers, planners, administrative staff, CAD operators, Consultants, and technicians performing Work under this Agreement shall be paid by Consultant unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are allowed by law. The Consultant hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering Work under this Agreement.

XXVII. Verbal. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Section VIII above, or by written Amendment.

XXVIII. Notices. Any notices to be given hereunder by either Party to the other may be affected either by personal delivery in writing, by mail (registered or certified), postage prepaid

with return receipt requested, or by a recognized overnight delivery service to the following addresses, or address changes subsequently provided to the other Party in writing:

If to the City:

City of Clarkston
1055 Rowland Street
City of Clarkston, Georgia
ATTN: Mayor Beverly H. Burks

If to the Consultant:

Freese & Nichols, Inc.
360 Interstate North Parkway
Suite 250
Atlanta, Georgia 30339
ATTN: John Wolfhope, PE
Vice President/Principal

- XXIX. Informal Dispute Resolution.** The Parties shall attempt in good faith to resolve all disputes arising under the Contract promptly by negotiation as follows. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties with appropriate decision-making authority shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. More than one meeting to negotiate a resolution of the dispute may be held. However, if, within forty-five (45) days after the initial notice of dispute, the Parties are not successful in resolving the dispute through negotiation, then the Parties agree that the dispute may be resolved by Litigation as provided in Section XXX below.

In the case of any dispute arising under the contract, CONSULTANT shall proceed diligently with performance of the Work pending final resolution of the dispute, and CITY shall continue to make payments to CONSULTANT in accordance with the Agreement for those portions of the Work completed that are not the subject of dispute.

- XXX. Litigation.** As a condition precedent to the filing of any legal action by Consultant against the CITY arising out of or relating to this Agreement, Consultant shall first provide the CITY thirty (30) days written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to said action and a description of all

anticipated claims and causes of action to be asserted in said action to the best of the Consultant's ability.

XXXI. Cooperation with Government Requirements. CONSULTANT will be required to satisfy all local and state requirements pertaining to this project.

XXXII. Immigration Law Compliance. To the extent applicable, Consultant acknowledges it and its Sub-consultants are solely responsible for complying with the provisions of, including maintaining and providing records of compliance, and providing affidavits verifying compliance with, the Immigration Reform and Control Act of 1986, located at 8 U.S.C Section 1324, *et seq.*, the Georgia Security and Immigration Compliance Act of 2006 located at OCGA §13-10-90, *et seq.*, Georgia Department of Labor Rule 300-10-1-.02, and all regulations relating to the foregoing.

XXXIII. Survival. The warranty, payment, indemnification, insurance, confidentiality, litigation, venue, cooperation, audit, and governing law obligations herein survive the expiration, cancellation, or termination of this Agreement.

XXXIV. No Third-Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, or corporation, any legal or equitable rights by reason of this Agreement or any term, covenant or condition herein, all of which shall be for the sole and exclusive benefit of the Parties hereto and their successors and permitted assigns.

XXXV. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

XXXVI. No Strict Construction. Each Party has participated in negotiating and drafting this Agreement, so if ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this Agreement.

Executed by the Parties’ duly authorized representative as indicated by their signatures below.

CITY OF CLARKSTON

FREESE AND NICHOLS, INC.

BY: _____

BY: _____

(Printed Name, Title and Address)

(Printed Name, Title and Address)

Date: _____

Date: _____

Approved as to form:

Stephen Quinn

Stephen G. Quinn, City Attorney

EXHIBIT A

Consultants Submitted Proposal & Associated Exhibits

EXHIBIT A

October 14, 2025

City Manager ChaQuias Miller-Thornton
City of Clarkston
736 Park North Boulevard, Suite 120
Clarkston, Georgia 30021

TECHNICAL
Electronic



404-334-4310 | freese.com
360 Interstate North Parkway,
Suite 250
Atlanta, GA 30339

RE: Professional Civil Engineering Conceptual Design Services for
Norman Rd Dam Rehabilitation/Replacement Project

Dear City Manager ChaQuias Miller-Thornton and Selection Committee:

The Norman Road Dam has been a part of the City of Clarkston (City) for nearly 100 years. What was once an embankment forming a farm pond for a dairy is now critical infrastructure connecting the City, managing stormwater to protect Milan Park and providing an aesthetic water resource for the citizens of Clarkston to enjoy. The Norman Road Dam is small in size, but the rehabilitation/replacement project is complex due to the dam's multiple uses and the number of stakeholders. Freese and Nichols, Inc. (FNI) regularly works on projects with these complexities and has more than 131 years of history of finding the right solution to address complicated infrastructure needs. In this statement of qualifications, we present why the FNI team is the right choice for this project, including:

- 1 Our proposed Senior Advisor **Gregg Hudock, PE performed the original project studies in 2007.** He has thorough knowledge of the project, its issues and all the stakeholders involved. Gregg is also a well-respected dam engineer who focused the last 26 years on dams in Georgia, establishing a proven track record of project success and client satisfaction.
- 2 The ultimate goal of the project is to rehabilitate/replace the Norman Road Dam. At the same time, numerous skills are needed to achieve this goal. **The City will benefit from our team's experts support in multiple areas, such as:**
 - Geotechnical engineering
 - Hydrology and hydraulic (H&H) analyses
 - Structural engineering
 - Cultural resource evaluations
 - Natural resource evaluations
 - Permitting
 - Stakeholder engagement
 - Landscape design
- 3 **FNI team members work with FEMA on the National Dam Safety Program.** Our experts are currently working on a manual for dam life cycle costs. We also work with the Georgia Safe Dams Program and the USDA Natural Resources Conservation Service (NCRS). Coordination through these agencies and more may identify additional opportunities for construction funding to support the project.

We are excited about the opportunity to work with the City. Please contact us with any questions regarding our qualifications.

Sincerely,

A handwritten signature in blue ink that reads 'John S. Wolfhope'.

John Wolfhope, PE
Vice President/Principal
512-617-3118 | john.wolfhope@freese.com

A handwritten signature in blue ink that reads 'Gregg W. Hudock'.

Gregg Hudock, PE
Associate/Senior Advisor
678-230-4047 | gregg.hudock@freese.com

General

FNI is a client-focused, regionally based firm with national expertise. We meet client needs with responsiveness and flexibility. Dating back to our firm's founding in 1894, we put relationships first — clients, teaming partners and staff — and seek long-term relationships, many of which are counted in decades, not years.

FNI provides a broad range of services to plan, design and manage public infrastructure projects. We help our clients through every stage of the project life cycle: planning, design, program management, funding procurement, regulatory compliance, construction management, and operations and maintenance. Our project teams are known for exceeding client expectations through innovative concepts and high-performing designs.

1894

Year company was founded

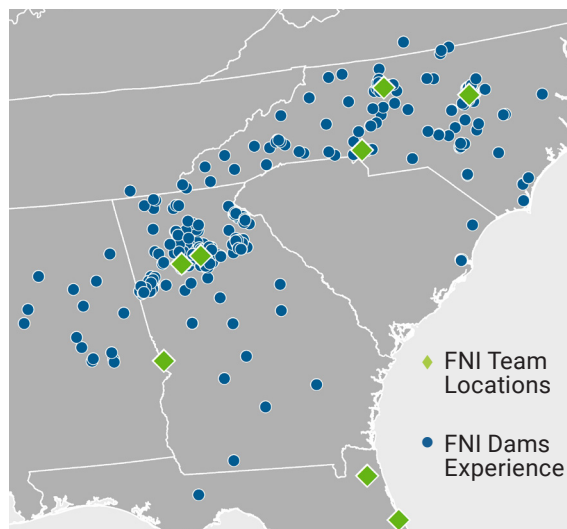
34

Offices nationwide

1,300

Multidiscipline professionals

FNI Dam Experience and Office Locations in Southeast U.S.



FNI Dam and Hydraulic Structure Experience Over past 15 years


120+
Dam Owners Served


800+
Dam Inspections/Evaluations


115+
PMF Studies


70+
Dam Rehab Design


205+
Breach Analysis


115+
EAPs


15+
New Dam Design


65+
Publications

FIRM INFORMATION

Firm Name:

Freese and Nichols, Inc.

Local Offices:

360 Interstate North Parkway, Suite 250
Atlanta, GA 30339
404-334-4310

2180 Satellite Boulevard Suite 235
Duluth, GA 30097
470-645-3092

201 Front Avenue, Suite N
Columbus, GA 31901
706-426-9471

Headquarters:

801 Cherry Street Suite 2800
Fort Worth, TX 76102

Our Services Include:

- Dam design and rehabilitation
- Dam inspections, breach analyses and emergency action plans (EAPs)
- Construction and inspection
- Water resources planning



FNI Atlanta Office

Project Understanding and Implementation Plan

Project Understanding

Norman Road acts as an earthen embankment across a tributary of Snapfinger Creek. The embankment forms the lower Clarkston Lake. The lake is owned by the Clarkston Shores Lake Association but Norman Road and the dam are owned and maintained by the City of Clarkston. Norman Road is an east-west connector through the City of Clarkston and critical infrastructure for emergency services. Norman Road Dam is in poor condition with steep slopes, poorly compacted earthfill, and deteriorating spillways. The dam has overtopped multiple times and there has been repeated maintenance to the downstream slope and spillways. The dam needs to be replaced or rehabilitated. The City is seeking conceptual design services to identify alternatives and costs and to map out the project future work steps.

This project is unique and aims to:

- Balance property ownership constraints
- Minimize changes to the upstream and downstream mapped zone AE floodplain and prevent additional downstream and upstream induced flooding
- Provide continuous Norman Road access
- Address deteriorating stormwater infrastructure in the dam
- Minimize impacts to Milan Park and the pedestrian bridge
- Maintain water quality and minimize environmental and viewshed impacts

Project Approach and Methodology

FNI has worked on hundreds of dams across the Southern U.S. Our team brings the experience from these projects combined with the project experience of our team members prior to joining FNI.

FNI believes in pursuing client relationships, not projects. Thus, client satisfaction is of paramount importance. In executing the work, our team is trained on the need to understand the client's needs and provide regular updates through meetings, monthly project status reports and to communicate regularly with the project team. For this project, we envision there will be some competing interests between the City and stakeholders. In this sense, we consider it is key to share information with everyone, recognizing that City is the client and solely directs the work.

Work Scoping

Once selected, FNI will prepare a detailed scope of work, schedule and budget. We envision the need to clarify some scope items with the City and anticipate work scoping meetings will be necessary to develop a scope for Phase 1 that aligns with the City's budget. There are items in Phase 1 that are required for the concept design study. Other items would be nice to complete for the concept design study but can be deferred until Phase 2.

Project Management

Once FNI is authorized to begin the project, our Project Manager Charles Crowell will work with our accounting team to setup the project in our accounting system and establish phases and budgets. We will coordinate with our subconsultants to execute project agreements and authorize them to perform the requested work. Charles will then develop a quality control plan (QCP) in our FNI QC application. We will have an internal kickoff meeting with the project team to discuss the scope, schedule and budget. An external kickoff meeting with the City will follow to introduce the project team and discuss the work to be performed.

Day to day, Charles will be tracking communication between all parties and is available to the City staff for updates and other needs. Weekly, Charles will review the project charges and budget, checks in with the project team to confirm the work is proceeding according to the schedule and obtains additional resources as needed. Monthly, Charles will issue an invoice for the work completed to date. He will also develop a project status report that documents the work completed, future tasks to be completed, schedule updates and project issues/concerns.

We regularly have monthly project check-in meetings with the client, but these can be adjusted as needed for this project. Weekly meetings may be necessary during certain portions of the work. All meetings will be documented with meeting minutes that summarize the topics discussed and action items. As Project Manager, Charles will also develop an issues and decisions log to track these items throughout the life of the project. During stakeholder meetings, Charles will coordinate with the City and our public outreach subconsultants to schedule, advertise and document the meetings. At the completion of the project, all of our clients receive a survey to rate our performance and our CEO, Brian Coltharp, can be reached at anytime to discuss any concerns.

Existing Data and Document Gathering/ Review

The dam was constructed nearly 100 years ago and there is no design or construction data, but data exists from the last several decades that documents the conditions of the dam, lake and watershed. Additional data is also available for work at Milan Park. FNI will gather this data, review the documents, and provide a summary for use in the Concept Design Report and during public meetings.

Field Activities

As part of or after the initial project kickoff meeting, FNI will conduct an initial site visit to document the conditions of the dam and the surrounding area to support the planned field activities. In addition to performing a dam inspection on Norman Road Dam, FNI will consider site access for drill rigs, site safety, and the need for traffic control. We will establish the survey limits, potential borehole locations, subsurface utility engineering (SUE) limits, and potential areas of impact for delineation of Waters of the United States (WOTUS), stream buffer, threatened and endangered species, and cultural resources. Thereafter, the following field activities will be performed:

Land Surveying:

- Legal/Boundary to establish property limits and existing easements.
- Topographic for the embankment, road, spillway, stormwater pipes and utilities. The topographic survey will extend beyond the dam to include structures that could be impacted by the project. Within the limits of the survey, trees will be surveyed and identified – and the diameter at breast height (DBH) established. Borehole locations will also be established. We recommend surveying the lowest grade for all

structures surrounding the lake to facilitate H&H modeling. We also recognize that the lake has bypass channel on the west side and will need to survey additional pipes and hydraulic structures upstream to adequately model the hydraulic performance.

- Sediment/Bathymetric Survey to determine the depth of sediment in potential work areas immediately upstream of Norman Road. We understand there has been a history of sedimentation in the lake, but do not intend to conduct a bathymetric survey of the entire lake unless directed to do so by the City.

SUE: FNI will contact Georgia 811 prior to performing geotechnical borings, but SUE services will also be utilized to identify the location of subsurface utilities at Norman Road that will impact the dam project. We envision the potential for water, sewer and natural gas lines that should be considered as part of the conceptual design phase.

Environmental Considerations: Our team will provide WOTUS, stream buffer, and threatened and endangered (T&E) species survey to facilitate the conceptual design phase. These surveys will also support any environmental permits needs from the US Army Corps of Engineers (USACE), Georgia DNR/EPD, DeKalb County and the City.

Cultural Resources: Phase 1 cultural resources survey to facilitate the conceptual design phase and support the environmental permitting through USACE. If any federal funding will be sought for the project, this will also support any NEPA documentation.

Geotechnical Investigation: FNI will review the data in the Willmer Engineering, United Consultants, and Schnabel Engineering reports. We will consolidate all the data together to establish data gaps needed for the concept design and alternative selection. Once an alternative is selected, additional data will be collected during Phase 2.

Drilling: In 2014, Willmer Engineering drilled three borings into the existing dam. These borings extended 10 to 20 feet below the downstream embankment toe elevation and never terminated at auger refusal. There are low strength soils in both the embankment and the foundation. We recommend several additional borings be drilled through the embankment to confirm the low SPT results are correct and not the result of heave of the sandy materials into the augers. Given the low SPT blow counts, the site may also be a good candidate for cone penetration testing to provide quicker instantaneous data and is more appropriate for measuring the strength of loose sands. Depending on the concept designs, a borrow source may also need to be investigated, but that can likely be delayed until Phase 2.

Laboratory Testing: soil samples collected will be tested in a soil mechanics laboratory. We envision the following tests will be performed, at a minimum:

- ✓ Natural Moisture Content (ASTM D 2216)
- ✓ Atterberg Limits (ASTM D 4318)
- ✓ Grain size distribution with hydrometer (ASTM D 6913/D 7928)
- ✓ Standard Proctor (ASTM D 698)
- ✓ Unit Weight from a Tube Sample (ASTM D 7263)
- ✓ Consolidated-Undrained Triaxial Shear tests with Pore Pressures (ASTM D 4767)
- ✓ Hydraulic Conductivity (ASTM D 5084)
- ✓ 1D Consolidation (ASTM D 2435)

H&H Analyses

FNI staff will commence H&H analyses with a site visit around the watershed by our H&H modelers to assess properties of the watershed and identify structures that may retain water and should be included in the H&H model. Dewberry developed an H&H model in 2007 and if available we will utilize that model, incorporate recent watershed changes, and update to a newer version of USACE Hydrologic Engineering Center Hydrologic Modeling System (HEC-HMS). As previously mentioned, the lake has bypass on the west side. There is also a siphon from the upper lake into the lower lake. The dam has multiple spillways. It will be important to understand all these features to accurately model the performance of the structure.

The original model was likely based on the rainfall estimates in the *National Weather Service Technical Paper 40*. Rainfall estimates will be updated using NOAA Atlas 14 Precipitation Frequency Estimates for the site. We will then develop reservoir elevation, storage, and discharge relationships for the upper lake, lower lake, and any other structures we identify in the watershed. Since the discharge enters a pipe network below the fields at Milan Park a tailwater analysis will be performed to determine if there any impacts to the lake discharge by elevated tailwater and at what lake discharge the stormwater pipe under Milan Park flows full and begins flooding the fields. The HEC-HMS model will be iterated for precipitation frequencies and the performance of the existing structure will be established. FNI will compare these results with any known rainfall events for calibration and also compare with the FEMA Flood Insurance Study (FIS) to verify the surface water profiles during the 100-year event are similar.

The USACE HEC River Analysis System (RAS) will be used to model a breach of the Norman Road Dam at full pool.

A two-dimensional flow model will be developed.

Depending on the topography downstream of the dam, multiple models may be needed to simulate a breach on the left, center and right sides of the dam. Inundation zones will be mapped and overlaid on aerial photography to estimate the downstream impacts. FEMA and the US Bureau of Reclamation (USBR) have methodologies to estimate the consequences, and our team will use these methods to estimate life loss and economic impacts.

We will coordinate with the Georgia Environmental Protection Division (EPD) to determine the minimum flow requirements that need to be applied to the conceptual design and during construction. Given the site location, the size of the watershed, and the stormwater pipe under Milan Park, it is likely that a minimum flow is not required for the dam, but a minimum flow may be required at the discharge location for the Milan Park stormwater pipe. Regardless, we will establish the minimum flows using data from similar watersheds with a historical record from the U.S. Geological Survey (USGS) stream gage. The USGS StreamStats or USACE HEC Statistical Software Package (SSP) will be used for the analysis.

Conceptual Design Development and Evaluation

Once the field activities and H&H analyses are completed, we will meet with the City to provide an update and refine the project goals and constraints. After this meeting, we recommend beginning the stakeholder/public engagement work. Based on FNI's experience on prior projects, we consider it prudent to conduct a stakeholder meeting separate from the public meeting. Often times there are upstream and downstream contentions that develop in these meetings which are not productive. Regardless, it will be important to educate both the public and stakeholders on the existing status of the dam, identify concerns and solicit ideas to make the project a net positive asset for everyone involved.

After these meetings, FNI will bring together a group of internal experts to brainstorm solutions that address the project goals. We will welcome the City's participation in this discussion. We understand that a minimum of three concept designs are needed to repair or replace the dam with Norman Road remaining open and no impact to the pedestrian bridge downstream of the dam. In addition to these constraints, the control of water during construction (i.e. the safe passage of water through the construction area) needs to be considered. We will also consider both upstream and downstream flood impacts and the ability to revise the FEMA flood information rate map (FIRM).

The FNI team will initially evaluate numerous options very quickly to converge on ideas that will achieve the project goals and minimize impacts and costs. These early ideas will be presented to the City prior to performing work on the concept designs. Once approved, FNI will perform more detailed analyses to develop the concept design. New elevation/discharge relationships will be developed and the existing HMS model will be updated for each concept design. Geotechnical and structural calculations will be performed to establish structure geometries. Plan View drawings with sections and details will be developed for each design. We will estimate quantities and develop a Class 5 Cost Estimate for each concept design. The advantages and disadvantages for each concept design will be evaluated and documented. These will include the following:

- Estimated construction cost
- Construction schedule
- Estimated annual maintenance/ Additional lifecycle costs
- Design costs
- Permit needs and cost
- Land acquisition needs and cost
- Impacts from existing conditions
- Benefits from existing conditions
- Rationale for the regulatory and design standards and criteria
- Existing data gaps
- Construction risks
- Operational risks

Potential funding sources for design and construction will also be evaluated. FNI will summarize this information into a presentation and present to the City. We envision there may be some slight refinements to the concept designs as the result of this meeting, but no new additional concepts will be evaluated. Thereafter, FNI will conduct the second stakeholder/public meeting to present the Concept Designs. In preparation for this meeting, our CAD Team will develop renderings for the three designs to help the attendees better visualize each concept. Based on the stakeholder/public feedback, the designs will be refined and final concept designs will be prepared. We will prepare a Summary and Detailed Draft Concept Design Report documenting the work. Once we receive comments will prepare a Draft Final Concept Report that addresses the comments. Once the City confirms the revised report addresses all the comments we will prepare a Final Concept Design Report. The FNI Team will present our findings to City staff and the City Council during a work session.

Detailed Design/Construction Plans

We understand this phase in not part of the current scope of work, but could proceed once the City selects a Concept Design to implement.

Proposed Work Program and Schedule

We provide our estimated proposed work program and schedule identifying start and end times and key milestones in a Gantt chart on the following page.



SPECIALIZED OR APPROPRIATE STAFF EXPERTISE

FNI has developed a specialized team of subject matter experts in stormwater, dams, environment and modeling to work alongside City staff.

ABILITY TO PERFORM SERVICES IN A TIMELY MANNER

FNI has significant experience working with similar clients in the area and helping to improve their infrastructure. We will leverage this experience and our familiarity with this type of project to provide quality service ahead of schedule.

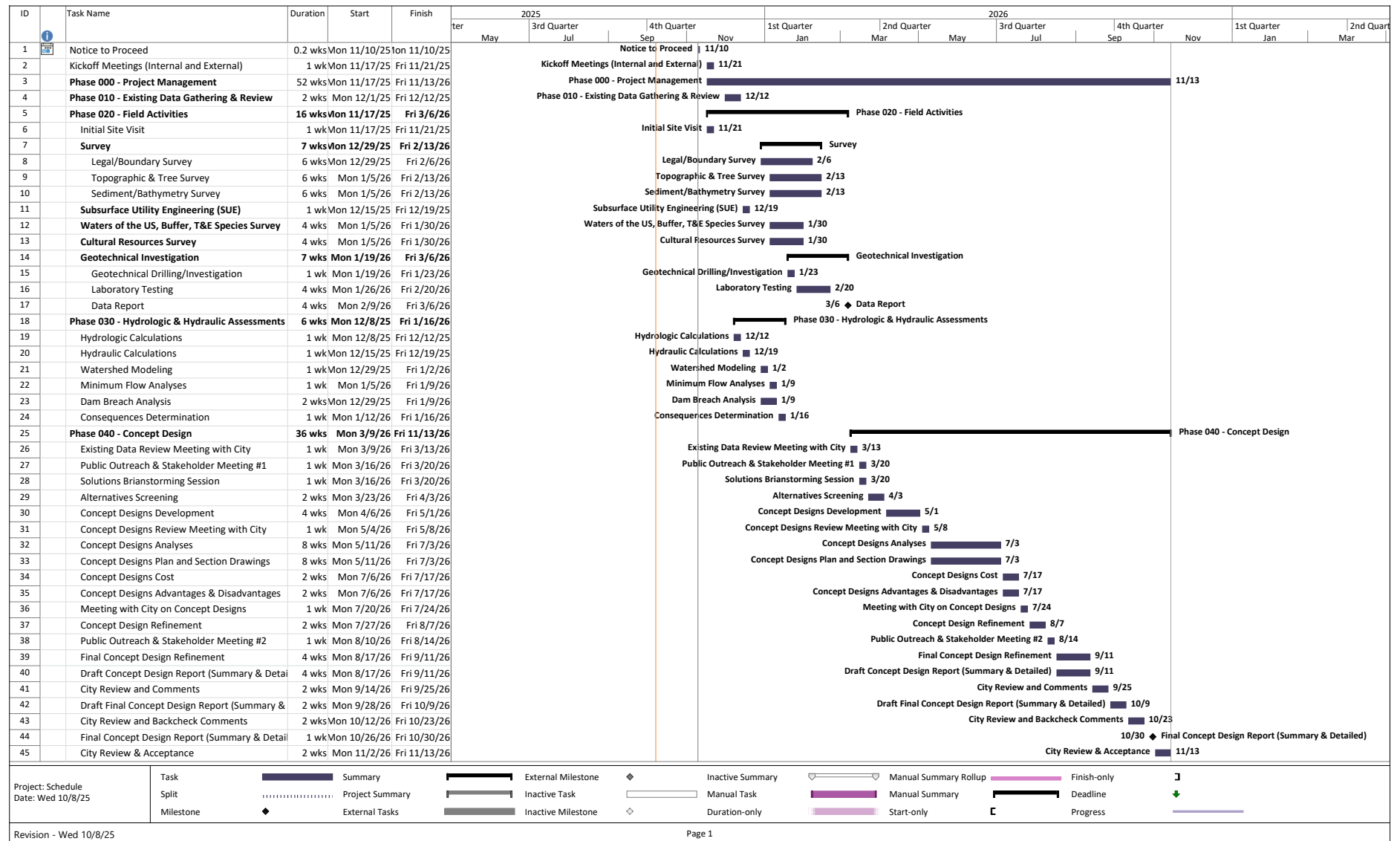
PREVIOUS EXPERIENCE WITH THIS TYPE OF WORK

FNI has provided similar services for municipalities and governmental agencies across the Southeast, including Gwinnett County DWR, Cherokee County WSA, Douglasville-Douglas County WSA, Macon Water Authority, and the state of Georgia. We will leverage this local dam experience cobined with dam project experience from outside Georgia.

PREVIOUS EXPERIENCE IN THE REGION

FNI's longstanding experience serving municipalities throughout Georgia and surrounding areas benefits the City by providing efficient and practical expertise in stormwater planning, floodplain management, and dam and park improvement projects.

PROPOSED WORK PROGRAM AND SCHEDULE



Time Task Matrix

Task Name	FNI	Accura	Sycamore	MC Squared	TOTAL
Phase 000 - Project Management					
Kickoff Meetings (Internal and External)	6	0	0	0	6
Additional Meetings (5)	30	0	0	0	30
Invoicing	12	0	0	0	12
Communications/Documentation	50	0	0	0	50
Phase 010 - Existing Data Gathering & Review	20	0	0	0	20
Phase 020 - Field Activities					
Initial Site Visit	12	0	0	0	12
Survey					
Legal/Boundary Survey	1	36	0	0	37
Topographic & Tree Survey	1	108	0	0	109
Sediment/Bathymetry Survey	1	36	0	0	37
Subsurface Utility Engineering (SUE QL-B)	0	40	0	0	40
Waters of the US, Buffer, T&E Species Survey	48	0	0	0	48
Cultural Resources Survey	0	0	0	0	40
Geotechnical Investigation	0	0	0	0	0
Geotechnical Drilling/Investigation	46	0	0	80	126
Laboratory Testing	9	0	0	40	49
Data Report	70	0	0	8	78
Phase 030 - Hydrologic & Hydraulic Assessments					
Hydrologic Calculations	48	0	0	0	48
Hydraulic Calculations	48	0	0	0	48
Watershed Modeling	30	0	0	0	30
Minimum Flow Analyses	0	0	0	0	0
Dam Breach Analysis	48	0	0	0	48
Consequences Determination	49	0	0	0	49
Phase 040 - Concept Design					
Existing Data Review Meeting with City	12	0	0	0	12
Public Outreach & Stakeholder Meeting #1	8	0	72	0	80
Solutions Brainstorming Session	12	0	0	0	12
Alternatives Screening	92	0	0	0	92
Concept Designs Development	91	0	0	0	91
Concept Designs Review Meeting with City	8	0	0	0	8
Concept Designs Analyses	119	0	0	0	119
Concept Designs Plan and Section Drawings	116	0	0	0	116
Concept Designs Cost	19	0	0	0	19
Concept Designs Advantages & Disadvantages	16	0	0	0	16
Meeting with City on Concept Designs	8	0	0	0	8
Concept Design Refinement	31	0	0	0	31
Public Outreach & Stakeholder Meeting #2	8	0	72	0	80
Final Concept Design Refinement	31	0	0	0	31
Concept Design Report (Summary & Detailed, 3 cycles)	129	0	0	0	129
City Review and Comments (3 cycles)	3	0	0	0	2
TOTAL	1232	220	144	128	1764

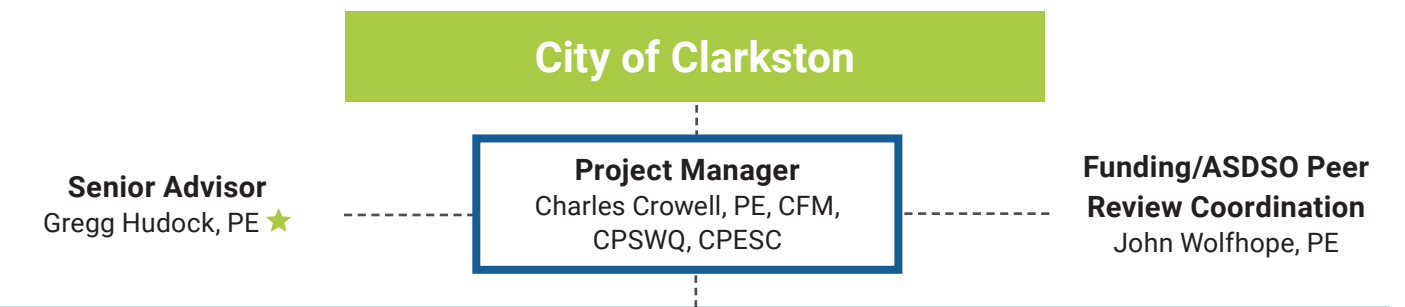
Company Experience and Project Team Qualifications

FNI has assembled the right people, in the right place, and with the right availability to successfully execute the City's projects. **Charles Crowell, PE, CFM, CPSWQ, CPESC will serve as FNI's Project Manager** and primary point of contact for the City. With his 30+ years of experience and expertise in managing complex municipal projects, Charles is committed to providing seamless communication for successful project execution from start to finish.

So that the City receives the highest level of support tailored to each specific project, FNI has strategically selected **Lead Resources** for each category of work. These Leads will be supported by dedicated teams comprised of professionals with extensive experience and specialized knowledge in the necessary services. Each Lead will assign the appropriate resources based on the project's scope. This means that each aspect of the City's project is addressed by team members with a deep understanding of your specific challenges and requirements. Each team member was specifically chosen for their experience, past performance and ability to meet the City's needs, so that FNI offers a responsive and capable team for every project.

Our proposed team includes experienced professionals from FNI, supported by trusted **subconsultants: Accura Engineering and Consulting Services, Inc.** (Accura) for survey/SUE, **MC Squared, LLC** (MC Squared) for geotechnical services and **Sycamore Consulting, Inc.** (Sycamore) for public engagement. These long-standing partnerships strengthen our ability to deliver responsive, high-quality services.

Organizational Chart



MAJOR WORK AREAS - LEAD RESOURCES

H&H Assessments Jennifer Gaines, PE ★	Geotechnical Engineering James McNash, PE ★	Permitting Studies Jason Steele, PhD, PWS	Concept Design Maxwell Bloom, PE, CFM ★
Survey/SUE Brandon Miller, PLS <i>Accura ♦</i>	Geotechnical Stephanie Grahl, PE <i>MC Squared ♦</i>	Public Engagement and Stakeholder Plan Jen Price, AICP <i>Sycamore ♦</i>	

♦ Denotes subconsultant
 ★ Engineer of Record approved by the Georgia Safe Dams Program



**Charles Crowell,
Project Manager**

Charles is a seasoned civil engineer with more than 30 years of experience in designing and managing stormwater and dam-related projects. Throughout his career, he has successfully led numerous watershed improvement initiatives, consistently delivering high-quality projects with a forward-thinking, client-focused approach. With more than five years of experience in local government, Charles brings a unique understanding of the owner's perspective, enhancing his ability to effectively meet client needs.



Charles Crowell PE, CFM, CPSWQ, CPESC

Project Manager

Charles has a diverse background in civil engineering, stormwater engineering and stormwater management. He brings extensive experience throughout Georgia.

Charles will take a client-focused team approach to delivering programs and projects to meet the unique needs of the City. His nearly six years of experience in local government gives him an Owner's perspective that he brings to each project.

EXPERIENCE

31 years

EDUCATION

BS, Civil Engineering
Technology, Southern
Polytechnic State
University

REGISTRATION

Professional Engineer, GA
#PE027793

Certified Floodplain
Manager, #US-08-03551

Certified Professional
StormWater Quality,
#00000533

Certified Professional in
Erosion and Sediment
Control, #00003472

Level II Certified Design
Professional, Georgia Soil
and Water Conservation
Commission,
#0000000093

PROFESSIONAL AFFILIATIONS

Georgia Association of
Water Professionals

Association of State Dam
Safety Officials

Association of State
Floodplain Managers

RELEVANT PROJECT EXPERIENCE

Dog River Dam Second Raise | Douglasville - Douglas County Water and Sewer Authority (DDCWSA) | Project Engineer

FNI is providing design and construction services for Dog River Dam that include modifications to increase the normal pool elevation by more than 35 feet in order to provide additional water supply. The new dam includes a grout curtain and panel cutoff wall, two 100-foot-tall embankments, and an arc labyrinth weir spillway structure. The project is utilizing a CMAR delivery method. Charles provided support for permitting and erosion and sediment control design.

Northwest District Park Dam Rehabilitation | Chatham County, NC | Project Manager

FNI is providing design services for a dam rehabilitation in the Northwest District Park.

Northeast District Park Dam Rehabilitation | Chatham County, NC | Project Manager

FNI is providing services to address deficiencies, perform needed dam inspections and a hydraulic assessment, as well as conduct a site environmental investigations.

Triangle Innovation Point Water and Sewer Improvements | City of Sanford, NC | QA/QC

FNI is providing preliminary and final design services, bidding and construction assistance for additional water and sewer capacity to serve the incoming industry at Triangle Innovation Point.

Dunwoody Nature Center Improvements | City of Dunwoody | Client Representative

FNI is performing an evaluation and providing design services for park improvements at the Dunwoody Nature Center, including an extended boardwalk, outdoor classroom and repair of stream and wetland issues.

Bird Pond Dam Temporary Repair and Inspection | City of Statesboro | Project Manager

FNI provided services to prepare a temporary repair design for the embankment and conducted a formal inspection of the repair once completed by City personnel.



Gregg Hudock PE

Senior Advisor

EXPERIENCE

28 years

EDUCATION

MS, Civil Engineering,
Georgia Institute of
Technology

Bachelor of Civil
Engineering, Georgia
Institute of Technology

REGISTRATION

Professional Engineer, GA
#PE027465

Georgia Safe Dams –
Engineer of Record,
Environmental Protection
Division (EPD)

Level II Certified Design
Professional, Georgia Soil
and Water Conservation
Commission,
#0000005752

PROFESSIONAL AFFILIATIONS

Association of State
Dam Safety Officials,
Ambassador United States
Society on Dams

National Watershed
Coalition

Georgia Environmental
Conference, Steering
Committee

Gregg is a geotechnical engineer and water resources engineer with practical field, design, permitting, and construction experience.

He serves the critical role of liaison between engineering disciplines needed for successful dam and water resources projects, integrating the teams and results for project delivery. He finds solutions that match clients' needs and builds teams to deliver the result. Gregg's perspective is to not overly complicate projects and include innovative concepts to solve complex problems.

RELEVANT PROJECT EXPERIENCE

GSWCC Watershed Dam Rehabilitation Program | Georgia State Financing and Investment Commission | Senior Advisor and Project Manager

For more than two years at FNI and the prior 12 years at another firm, Gregg has supported the State of Georgia in managing their watershed dams and watershed projects throughout the state. Gregg is the key project lead on flood control dam projects, including nine dam rehabilitation projects, two ongoing design projects, three environmental planning assessments and more than 20 dam assessment reports.

Dog River Dam Second Raise | DDCWSA | Engineer of Record

FNI is providing design and construction services for Dog River Dam that include modifications to increase the normal pool elevation by more than 35 feet in order to provide additional water supply. The new dam includes a grout curtain and panel cutoff wall, two 100-foot-tall embankments, and an arc labyrinth weir spillway structure. The project is utilizing a CMAR delivery method. Gregg is providing technical support on the design and environmental permitting work. The project is now under construction, and Gregg is working with the Owner and CMAR team to build a safe dam within the schedule and budget requirements.

Dam Program Support Services | Gwinnett County | Project Manager

For more than two years at FNI and the prior 23 years with another firm, Gregg has provided continuing support to Gwinnett County, including 10 successful dam rehabilitation projects, quarterly inspections for 16 dams and dam breach analyses for 80 dams.

Etowah River Water Treatment Plant Dam Raise | Cherokee County Water and Sewerage Authority | Senior Advisor

FNI is providing design services to raise the crest of the Raw Water Storage Lake Dam, modify the existing riser, reroute influent lines, establish sediment forebays and reconfigure the gravel access road. Based on the current maximum daily volume treated at the Etowah Water Treatment Plant facility, which is on the order of 15 to 21 MGD, the existing raw water storage lake does not provide sufficient storage to meet the daily demand. The proposed modifications to the dam and riser structure were designed to provide approximately 23.5 million gallons of raw water storage while addressing deficiencies at the dam and sedimentation concerns of the owner.



John Wolfhope PE⁺

Funding/ASDSO Peer Review Coordination

EXPERIENCE

34 years

EDUCATION

MEng, Civil Engineering,
The University of Texas at
Austin

BS, Computer Science,
University of Pittsburgh

REGISTRATION

Professional Engineer, TX
#82128

PROFESSIONAL AFFILIATIONS

American Society of Civil
Engineers

Association of State Dam
Safety Officials

United States Society on
Dams

+ Registered in
another state

John is FNI's Water Resources National Program Director and is recognized for his work in advancing best practices in Emergency Action and Emergency Operations Planning, linking water supply owners, regulators, and emergency managers.

He has served in national and international leadership roles for dam safety policy and development for technical boards and advisory committees, including the USSD and International Commission on Large Dams National Committees of the Americas.

As the Private Sector Representative on the National Dam Safety Board, John advises FEMA in setting national dam safety priorities and the effects of national policy issues affecting dam safety. Leveraging FEMA's HHPD Program, he led program-wide improvements to the NC Dam Safety Program, including dam assessments and risk-informed prioritization of the State's regulated dam portfolio.

RELEVANT PROJECT EXPERIENCE

Dog River Dam Second Raise | DDCWSA | Project Engineer

FNI is providing design and construction services for Dog River Dam that include modifications to increase the normal pool elevation by more than 35 feet in order to provide additional water supply. The new dam includes a grout curtain and panel cutoff wall, two 100-foot-tall embankments, and an arc labyrinth weir spillway structure. The project is utilizing a CMAR delivery method.

Comerio II Dam Comprehensive Review and Antonio Lucchetti Dam Stability Analysis | Puerto Rico Electric Power Authority | Senior Advisor

John is supporting the Puerto Rico Dam Safety Program with program-wide improvements to enhance safety and security of the U.S. territory's High Hazard Potential Dams. He updated the dam inventory to improve consistency of inspections and dam safety condition assessments and prioritized the dams for rehabilitation and grant funding. John served as Senior Advisor on FEMA's Dam Safety Collaborative Technical Assistance (CTA) program for Puerto Rico, improving

island-wide resilience and planning for dam emergencies. He assisted with the mapping and consequence assessment for the major river basins to address dam safety and flood risks. CTA program included working collaboratively with state dam safety team, dam owners, and emergency management stakeholders to improve the linkage between Emergency Operations Plans, EAPs, Hazard Mitigation Plans and Emergency Management. John also provided recommendations for improvements to the dam safety program framework and identified gaps in guidance for planned follow-on phases.

Tom Miller Dam Modernization | Lower Colorado River Authority, TX | Project Manager

FNI designed plans and managed construction for the modernization of a 105-year-old hydropower dam. Included field investigations, site inspections, physical and numerical modeling studies, structural and stability analyses, design of strengthening and stabilization systems, cost estimating, and resident representation during construction.



Jennifer Gaines PE

H&H Assessments Lead

EXPERIENCE

12 years

EDUCATION

BS, Civil Engineering,
Georgia Institute of
Technology

BS, Chemistry, Georgia
Institute of Technology

REGISTRATION

Professional Engineer, GA
#PE042686

Georgia Safe Dams –
Engineer of Record, EPD

Jennifer specializes in dams with proficiency in a wide variety of hydrologic, hydraulic, geotechnical and structural analyses related to the design of new dams and the evaluation and rehabilitation of existing structures.

She has gained technical experience in dam breach inundation analysis, reinforced concrete design, and hydraulic design. In the process, Jennifer has achieved proficiency with specialized computer modeling software specifically related to these types of engineering analyses, including HEC-HMS, HEC-RAS, HY-8, SITES, Slope/W and Seep/W. She has provided technical assistance in materials testing, construction monitoring and geotechnical exploration.

RELEVANT PROJECT EXPERIENCE

Dog River Dam Second Raise | DDCWSA | Engineer of Record and QC

FNI is providing design and construction services for Dog River Dam that include modifications to increase the normal pool elevation by more than 35 feet in order to provide additional water supply. The new dam includes a grout curtain and panel cutoff wall, two 100-foot-tall embankments, and an arc labyrinth weir spillway structure. The project is utilizing a CMAR delivery method.

Dam Program Support Services | Gwinnett County Department of Water Resources (GCDWR) | Project Manager and Engineer of Record

Jennifer served as the technical lead in assessing persistent foundation seepage at No Business Creek Dam 1, providing the client with an assessment of past and current conditions, along with recommendations for future actions. She is currently leading a federal planning study for Upper Mulberry River Dam 11, located within Little Mulberry Park. Past evaluations performed by FNI led to the design of rehabilitation measures at Yellow River Dam 15 and Haynes Creek Dam 21, both of which have completed construction with Jennifer serving as

both the Project Manager and Engineer of Record.

Northeast District Park Dam Rehabilitation | Chatham County, NC | Water Resource Engineer

FNI is providing services to address deficiencies, perform needed dam inspections and a hydraulic assessment, as well as conduct a site environmental investigations.

Settingdown Creek Dam No. 54 Rehabilitation | Georgia State Financing and Investment Commission | Assistant Project Manager

FNI is providing design services for the dam rehabilitation measures to bring the dam into compliance with the Georgia Rules for Dam Safety and the NRCS Technical Release 60 (TR- 210-60) design criteria.

Etowah River Water Treatment Plant Dam Raise | Cherokee County Water and Sewerage Authority | Project Manager

Jennifer served as the Project Manager and Engineer of Record for the development of the construction plans and technical specifications.



James McNash PE

Geotechnical Engineering Lead

James specializes in civil and geotechnical engineering design services to support dam and levee, solid waste and energy clients.

EXPERIENCE

14 years

EDUCATION

MS, Civil Engineering,
Georgia Institute of
Technology

BS, Civil Engineering,
Georgia Institute of
Technology

REGISTRATION

Professional Engineer, GA
#PE047122

Georgia Safe Dams
–Engineer of Record
(Geotechnical), EPD

PROFESSIONAL AFFILIATIONS

American Society of Civil
Engineers

Association of State Dam
Safety Officials

United States Society on
Dams

His consulting experience includes geotechnical and hydrogeologic subsurface investigations, in-situ and laboratory testing, dam engineering, landfill design and management, and surface impoundment closure. James has also successfully led several large, multidiscipline geotechnical and civil engineering infrastructure projects.

RELEVANT PROJECT EXPERIENCE

Hazel Creek Dam Number 12 Compliance Assessment | GSWCC | Project Manager

FNI conducted a verification study and survey to confirm dam classification.

Dog River Dam Second Raise | DDCWSA | Geotechnical Lead

FNI is providing design and construction services for Dog River Dam that include modifications to increase the normal pool elevation by more than 35 feet in order to provide additional water supply. The new dam includes a grout curtain and panel cutoff wall, two 100-foot-tall embankments, and an arc labyrinth weir spillway structure. The project is utilizing a CMAR delivery method. James serves as geotechnical lead as the project recently was submitted to GA SDP. He performed or led the material parameter interpretation, nontechnical embankment design (stability, seepage, settlement, zoning), liquefaction susceptibility evaluation and grout curtain design.

Post-Helene Hydraulic Evaluation of Levee | Baxter International, Inc. | Project Manager

FNI provided services for the hydraulic evaluation of the existing levee system at the Baxter International, Inc. facility in North Cove, North Carolina, following the passage of Hurricane Helene in late September 2024.

The project referenced a previously developed 1D hydraulic model prepared by FNI in 2022, and updated the H&H performance to prepare a 2D HEC-RAS model for the site. FNI estimated the reoccurrence interval associated with the rainfall from Hurricane Helene and estimated the performance of the existing levee system for its existing condition and potential design configurations. FNI subsequently assisted the client to develop potential alternatives to retrofit the levee to protect against future storm events. As Project Manager, James inspected damage to the levee and evaluated performance of the structure while directing the technical model team. He prepared alternative options and cost estimates on short notice to assist the client in selecting the best path forward for the facility.

Mill-Canton Creek Site Nos. 6, 10 and 12 Supplemental Watershed Plan and Environmental Assessment | Georgia State Financing and Investment Commission | Geotechnical Engineer

James performed a detailed geotechnical engineering analysis of the existing embankment dams and auxiliary spillway in order to identify challenging foundation conditions. He also prepared and coordinated public participation meetings as part of the study process.



Jason Steele PhD, PWS

Permitting Studies Lead

EXPERIENCE

18 years

EDUCATION

PhD, Forestry (Ecosystem Restoration), Virginia Tech

MS, Forestry (Dendroclimatology), Virginia Tech

BS, Biology, West Virginia University

REGISTRATION

Professional Wetland Scientist, #2357

North Carolina Wetland Assessment Method (NCWAM), North Carolina Association of Environmental Professionals (NCAEP)

Jason has a comprehensive understanding of regulatory permitting and approval processes, verifying compliance with local and state regulations while avoiding schedule conflicts.

He has led wetland and stream delineations and acquired Section 404 and Section 401 permits for several projects across the Southeast. His experience also includes conducting protected species habitat assessments and collaborating with clients to balance construction costs with habitat preservation, avoiding costly and difficult-to-maintain solutions.

RELEVANT PROJECT EXPERIENCE

Stormwater Services | Chatham County, NC | Environmental Scientist

FNI is providing routine plan review services for stormwater plans, floodplain management plans, erosion and sediment control plans and stormwater control device inspections.

Northwest District Park Dam Rehabilitation | Chatham County, NC | Environmental Scientist

FNI is providing design services for a dam rehabilitation in the Northwest District Park.

Dunwoody Nature Center Improvements | City of Dunwoody | Environmental Scientist

FNI is performing an evaluation and providing design services for park improvements at the Dunwoody Nature Center, including an extended boardwalk, outdoor classroom and repair of stream and wetland issues

On-Call Engineering Services | Town of Oak Ridge, NC | Project Scientist

FNI provided on-call engineering services for the Town of Oak Ridge related to stormwater permitting and compliance, development review, Jordan Lake Rules compliance, stream identification, and erosion and sediment control review.

Triangle Innovation Point Water and Sewer Improvements | City of Sanford, NC | Environmental Scientist

FNI is providing preliminary and final design services, bidding and construction assistance for additional water and sewer capacity to serve the incoming industry at Triangle Innovation Point. Jason was the lead scientist for the acquisition of the Individual Section 404 and Section 401 permits. He conducted threatened and endangered species habitat assessments, multiple alternatives analyses, and mitigation assessment and acquisition.

Pittsboro Lift Station and Force Main Improvements | City of Sanford, NC | Environmental Scientist

FNI is providing preliminary and final design services for the relocation of the Pittsboro Lift Station and construction services for the Pittsboro Force Main using a Construction Manager at Risk delivery method and Value Engineering.



Maxwell Bloom PE, CFM

Concept Design Lead

EXPERIENCE

10 years

EDUCATION

BS, Civil Engineering,
Florida Gulf Coast
University

REGISTRATION

Professional Engineer, GA
#PE047313

Certified Floodplain
Manager, #US-22-12403

Georgia Safe Dams –
Engineer of Record, EPD

Max is a water resources design engineer specializing in H&H modeling of dams, levees, spillways, and related structures for assessment and rehabilitation design.

He has experience managing and providing design services for a variety of water resources projects relating to dam safety, high-hazard dam inspections, flood studies, dam breach analysis, H&H studies, EAPs, operation and maintenance manuals, as well as municipal stormwater and sewerage systems.

RELEVANT PROJECT EXPERIENCE

Northeast District Park Dam Rehabilitation | Chatham County, NC | Assistant Project Manager

FNI is providing services to address deficiencies, perform needed dam inspections and a hydraulic assessment, as well as conduct a site environmental investigations.

Parker's Ridge Park Phase I Dam | Chatham County, NC | Assistant Project Manager

FNI is providing design and permitting services for dam improvements to bring it into compliance with current dam safety standards and fit in with park improvements.

The Park at Briar Chapel | Chatham County, NC | Project Manager

FNI is performing a geotechnical and hydraulic scour analysis of a stream to support the design of two proposed pedestrian bridge crossings.

Etowah River Water Treatment Plant Dam Raise | Cherokee County Water and Sewerage Authority | Assistant Project Manager

FNI is providing design services to raise the crest of the Raw Water Storage Lake Dam, modify the existing riser, reroute influent lines, establish sediment

forebays and reconfigure the gravel access road. Based on the current maximum daily volume treated at the Etowah WTP facility, which is on the order of 15 to 21 MGD, the existing raw water storage lake does not provide sufficient storage to meet the daily demand. The proposed modifications to the dam and riser structure were designed to provide approximately 23.5 million gallons of raw water storage while addressing deficiencies at the dam and sedimentation concerns of the owner.

Dog River Dam Second Raise | DDCWSA | Project Engineer

FNI is providing design and construction services for Dog River Dam that include modifications to increase the normal pool elevation by more than 35 feet in order to provide additional water supply. The new dam includes a grout curtain and panel cutoff wall, two 100-foot-tall embankments, and an arc labyrinth weir spillway structure. The project is utilizing a CMAR delivery method.

Hazel Creek Dam Number 12 Compliance Assessment | GSWCC | Assistant Project Manager

FNI conducted a verification study and survey to confirm dam classification.



Brandon Miller PLS

Survey/SUE Lead

Brandon has more than 32 years of industry experience and broad career achievements in land surveying, civil engineering and SUE.



EXPERIENCE

32 years

EDUCATION

Civil Engineering
Technology major,
Southern Polytechnic
State University

Business Administration
and Management major,
Gainesville College

REGISTRATION

Professional Land
Surveyor, GA #2945

He currently serves as the Director of Survey for Accura. His responsibilities include project management, quality assurance and technical accuracy, as well as oversight of multiple project managers and survey technicians. Brandon has gained extensive experience in a wide variety of surveying and SUE projects, such as boundary surveys, topographic surveys, ALTA/NSPS Land Title surveys, as-built surveys, and utility route surveys for Georgia Department of Transportation (GDOT) to local counties and municipalities.

RELEVANT PROJECT EXPERIENCE

US 29 at Sugarloaf Parkway - Project M-1068-01 | Gwinnett County Department of Transportation | Project Manager/Lead Surveyor

Roadway database survey for the design and construction of improvements at the intersection of US 29 (Lawrenceville Highway) and Sugarloaf Parkway. The survey included 2000 LF of the centerline of Sugarloaf Parkway and 1500 LF of the centerline of US 29. There were approximately 13 acres of area within the topographic limits. There were 26 parcels resolved for right-of-way and property lines within the property database. The database was delivered using Bentley OpenRoads Designer generally following the current GDOT Electronic Data Guidelines.

SR 17 from Quaker Road to SR 296 - PI# 0013576 | GDOT | Project Manager/Lead Surveyor

Roadway database survey for the design and construction of improvements of 4.5 miles of SR 17 between Jefferson and Warren Counties. The survey followed the *GDOT Automated Survey Manual* for completion. The survey also included location of paved surfaces, culverts, stream channels and wooded areas.

The database included combining aerial mapping with ground-based surveying for the overall complete survey limits. As part of the property database completion, 80 parcels of land were researched and resolved. Extensive attention was given to the right-of-way resolution of SR 17 using numerous roadway and railway plan sets along the corridor. The database was delivered using Bentley OpenRoads Designer following the current GDOT Electronic Data Guidelines.

Redan Road at To-Lani Drive/Ellis Road | DeKalb County Department of Public Works | Project Manager/Lead Surveyor

Roadway database survey for the design and construction of intersection improvements for a DeKalb County task order road improvement project which included turn lanes, curb and gutter, sidewalks, drainage improvements and a new traffic signal. Survey consisted of 0.75 miles of Redan Road, To-Lani Drive and Ellis Road. There were approximately 18 acres within the topographic limits and also included right-of-way and property line resolution of 65 parcels of land. Right-of-way staking was also performed to assist in the completion of the project.



EXPERIENCE

28 years

EDUCATION

MS, Civil Engineering
(Geotechnical), Georgia
Institute of Technology

BS, Civil Engineering,
Georgia Institute of
Technology

REGISTRATION

Professional Engineer, GA
#PE041467

Stephanie Grahl PE

Geotechnical Lead

Stephanie brings 28 years of experience supporting projects across the water/wastewater, industrial, energy, commercial, municipal and transportation sectors.

She has deep expertise in geotechnical engineering, with a strong focus on managing and executing subsurface investigations and geotechnical evaluations for both new construction and facility expansions. Her project experience includes water reclamation facilities, pump stations, water treatment plants, roadways, utility infrastructure, dike construction and vertical structures.

RELEVANT PROJECT EXPERIENCE

Scott Candler Water Treatment Plant, Demolition and Clearwell Project | DeKalb County Department of Watershed Management (DWM) | Project Manager

Stephanie oversaw geotechnical evaluations for the Scott Candler Water Treatment Plant upgrades, including demolition of outdated facilities and construction of two 10 MG clearwells, a new high-service pump station and modifications to the existing one. MC Squared performed subsurface investigations and as-built verification to assess foundation conditions. Stephanie provided recommendations to support design and construction planning covered foundation systems (driven piles, auger-cast piles, drilled shafts), dewatering requirements and below-grade wall performance.

Snapfinger Advanced Wastewater Treatment Facility (AWWTF) Expansion – Phase II | DeKalb County DWM | Geotechnical QA Lead

This project was for the expansion of the existing Snapfinger AWWTF from the current 36-MGD capacity to accommodate 54 MGD with peak flow at 80 MGD of wastewater discharge from residences, businesses and public facilities in the southeast area of DeKalb County. Stephanie provided project oversight for construction

materials testing, inspection services and geotechnical design support during construction. She provided expertise on field and laboratory services for testing soils, concrete, aggregate and masonry. She also provided geotechnical and construction consultation services, including field troubleshooting and interpretation of construction specifications.

W.B. Casey Water Resource Recovery Facility Biosolids Facilities Upgrade | Clayton County | Geotechnical QA Lead

Stephanie served as Geotechnical QA Lead for the progressive design-build upgrade of biosolids facilities at the W.B. Casey Water Reclamation Plant in Clayton County. The project included new anaerobic digesters, dewatering units, cake receiving systems and thermal dryers, constructed around active treatment infrastructure. MC Squared's scope included a phased geotechnical evaluation and recommendations to assess geohazards such as rock, undocumented fill and buried debris. Seismic site class was determined using refraction and geophysical testing. Foundation design alternatives included mat foundations, auger-cast piles and stone columns supporting load transfer platforms.



EXPERIENCE

20 years

EDUCATION

MS, Urban and Regional Planning, Florida State University

BS, Civil Engineering, Florida A&M University

BS, Mathematics, Bethune-Cookman College

REGISTRATION

American Institute of Certified Planners, #192322

Jen Price AICP

Public Engagement and Stakeholder Plan Lead

Jen serves as Project Manager for Sycamore. She brings experience with multi-stakeholder management, active living planning and community impacts assessments.

Jen is experienced in designing and implementing public engagement programs and curated experiences for a variety of clients and stakeholders – from federal, state and local municipal, to corporate and commercial real estate sectors.

RELEVANT PROJECT EXPERIENCE

Redan Road Corridor Scoping Study | DeKalb County | Public Engagement

Jen led the engagement effort with the community, residents and property owners along the Redan Road corridor. This effort allowed for considerable opportunities to educate, connect with, and hear from a wide variety of stakeholders. This stakeholder engagement process utilized a variety of techniques and levels of involvement to gain a complete understanding of existing conditions, community goals and values, needs and opportunities, and desires for the future. The process included creating and maintaining an online presence using the Social Pinpoint software, including an informational website, interactive map and surveys. Collateral materials included flyers and e-newsletter campaigns to create awareness. Public engagement efforts such as pop ups and public meetings created opportunities where community input could be collected.

City of Stonecrest Comprehensive Plan Update | Stonecrest | Public Engagement

Jen is leading the public engagement component of the City of Stonecrest Comprehensive Plan update. This effort includes creating and maintaining an external engagement website, coordinating with the Communications Department to create project branding. Jen is also in charge of planning and

leading stakeholder interviews with community partners, coordinating and hosting public engagement opportunities (e.g., workshops, open houses and pop up engagements). She is also in charge of creating social media and email campaigns to promote and share information, announcements and updates. Jen leads manages the creation of collateral materials for physical distribution of materials to the community. She also supports the Steering Committee through development of presentation materials, content and meeting documentation.

Public Art on Candler Road | DeKalb County | Public Engagement

Sycamore Consulting led a public engagement effort to educate the community on the use of art to build community, spark creativity and further development goals. Efforts also aimed to identify spaces ripe for activation, and collect input on the type and style of art that feels reflective and authentic to the surrounding areas. A community engagement process was developed, with an interactive website and online tools, including a survey, interactive map and online forum. An educational panel discussion was planned with community artists and local experts, followed by an open house where additional feedback was collected from the community.

Reference Projects



Relevance/Similarities:

- Alternatives analyses
- Engineering design
- Construction services
- Dam rehabilitation
- Hydrologic study

Dog River Dam Second Raise

Douglasville - Douglas County Water and Sewer Authority

DDCWSA constructed Dog River Dam in the early 1990s to supply raw surface water to Douglas County.

When completed in 1992, the dam impounded 1.2 billion gallons of surface water with a normal water surface elevation of 750 feet. The Project permit was modified in the early 2000s to increase the withdrawal, and DDCWSA raised the reservoir an additional ten feet using a taller labyrinth spillway crest and parapet walls along the embankments. With its completion in 2009, the raised dam impounds 1.9 billion gallons of surface water with a normal water surface elevation of 760 feet. In 2018, FNI was selected to provide engineering design and construction services, which included raising the reservoir pool by 35 feet, resulting in a total dam height of more than 100 feet and an impoundment of 6.6 billion gallons at the new normal water surface elevation of 795 feet. This requires an entirely new spillway structure, rebuilding of the main dam and saddle dam embankments, and the construction of a new saddle dike embankment to close off an adjacent drainage basin.

Design challenges included:

- Minimizing wetland impacts
- Unpredictability of the geology in the Brevard Fault zone
- Control of water from an 80-square-mile watershed and the downstream Chattahoochee River
- Spillway size needs – resulted in innovative arc labyrinth design
- Unpredictable construction costs post-COVID
- Value Engineering to reduce project costs

FNI completed the design and advised DDCWSA on the CMAR construction delivery method. The project is currently under construction for a total value of \$390 million which also includes a new reservoir withdrawal pump station and State DOT highway bridge crossing the reservoir (both designed by others).

LOCATION

Douglasville, GA

KEY PROJECT SCHEDULE DATES

Est. design: 2023
Complete design: 2024
Est. construction: 2028
Complete construction: Ongoing

COSTS/FEEES

Value of the original consultant fee contract: \$10,618,783
Final consultant fee: \$13,328,716 (multiple change orders for geotechnical services, model study, and construction delivery)
Est. construction cost at time of tender: \$185M
Awarded tender value: \$183.8M
Final construction cost: Currently under construction, no major change orders to date.

REFERENCE/OWNER

CONTACT

Brian Keel, PE, CFM
Deputy Director of Engineering
770-949-7617
bkeel@ddcwsa.com



Relevance/Similarities:

- Engineering design
- Construction management/ inspection services
- Dam rehabilitation alternatives studies
- Visual dam inspection
- Funding support

Annual Consultant Demand Services for Dam Study Services

Gwinnett County Department of Water Resources

FNI continues to partner with GCDWR under an on-call demand services agreement providing specialized technical support services for multiple divisions within the Water Resources Department.

Under the Dam Studies Category FNI is providing on-call support for GCDWR's efforts in maintaining the Department's dam asset portfolio to comply with the State of Georgia regulations regarding dam safety and operation and to protect the health and safety of the public.

GCDWR identified multiple dams for analysis and rehabilitation, predominantly located in unincorporated portions of Gwinnett County. Dams identified include Category I, Category II and Excluded dams as classified by Georgia's Safe Dams Program. FNI designed conceptual plans; prepared technical memos and conceptual level cost estimates for dam repair, retrofit and rehabilitation projects; provided technical assistance for nonemergency and emergency dam issues; conducted third-party QA/QC review services;

and performed visual inspections with associated documentation.

These projects include:

- Site H-21 Outlet Control Structure Inverness Lake Dam Seepage Collection
- Site M-11 Funding Assistance
- Site N-1 Conceptual Design
- Site Y-14 RCC Evaluation
- Site Y-15 Outlet Control Structure
- Louella Lake Dam Third-Party Review and Construction Representation
- Site TM-1 Breach Modeling Assistance
- Cardinal Lake Visual Inspection and Conceptual Design
- Lake Lucerne Visual Inspection and Conceptual Design
- Progress Center Lake No. 1 Visual Inspection and Conceptual Design

LOCATION

Gwinnett County, GA

KEY PROJECT

SCHEDULE DATES

Y-15 and H-21 Outlet Control Structure

Est. design: 2023

Complete design: 2023

Est. construction: 2024-2025

Complete construction: 2025

COSTS/FEEES

Value of the original consultant fee contract: \$2M
Final consultant fee: \$900K
Est. construction cost at time of tender: \$2,235,500
Awarded tender value: \$3,164,202 (post COVID price escalation)
Final construction cost: \$3,072,857

REFERENCE/OWNER

CONTACT

Dolores Uttero
Dams Program Manager - Engineer IV
70-360-9870
dolores.uttero@gwinnettcountry.com



Relevance/Similarities:

- Breach analysis
- H&H analysis
- Hazard classification evaluation
- Dam rehabilitation alternatives studies

Dam Assessments, EAPs and Rehabilitation Designs

Georgia Soil and Water Conservation Commission (GSWCC)

Since 2017, FNI has conducted in-depth condition assessments of designated watershed dams, as well as rehabilitation needs and/or upgrades of watershed dams.

The work has been performed in five separate projects as follows:

- 2017-2018 Dam Assessments for seven flood control structures in different watersheds in Fulton, Madison, Clarke and Jackson counties. Included four EAPs.
- 2018-2019 Dam Assessments for seven flood control structures in different watersheds in Carroll, Jackson, Madison, Stephen and Warren counties. Included seven EAPs.
- 2019 to 2020 Dam Assessments for eight flood control structures in different watersheds in Carroll, Paulding, Upson, Barrow, Cherokee and Gwinnett counties. Included two EAPs.
- 2020-2021 Dam Assessments for four flood control structures in Cherokee and Gwinnett counties. Included three EAPs.
- 2021-2022 Dam Assessments for five flood control structures in Bartow, Pickens, Oglethorpe and Fulton counties. Included three EAPs.
- 2020-2023 Environmental Assessments for Mill Canton 6, 10 and 12.

The projects include obtaining and reviewing existing data, a site visit to evaluate the existing condition of the dam, breach analysis including developing a breach inundation map for the existing dam, failure and risk index computations and an analysis of the existing dam to determine the adequacy of meeting both current Georgia Safe Dams Program standards and NRCS standards. A final assessment report is provided for each dam assessed, along with EAPs for select dams for use in local emergency preparedness.

FNI is also currently under contract for the rehabilitation design of the Little River Dam #25 and the Settingdown Creek Dam #54. Both structures have a lack of hydraulic capacity and will be rehabilitated using a roller compacted concrete spillway overtopping the existing dam. These projects include H&H studies, geotechnical studies, structural engineering, design services and public engagement.

LOCATION

Athens, GA

KEY PROJECT SCHEDULE DATES

Est. design:

Assesments: 6-month schedule

LR-25: 2023-2026

SD-54: 2025-2028

Complete design:

Assessments: Completed on time in the issuing year

LR-25: Ongoing

SD-24: Ongoing

Est. construction: N/A

Complete construction: N/A

COSTS/FEES

Value of the original consultant fee contract: \$4.3M (over 14 projects)
Final consultant fee: \$4.3M
Est. construction cost at time of tender: N/A
Awarded tender value: N/A
Final construction cost: N/A

REFERENCE/OWNER

CONTACT

Greg Walker
Project Manager
706-844-7704
greg.walker@gaswcc.ga.gov

Project Management During Design

Approach to Project Planning, Control and Communication Management

For each assigned task, our Project Manager will assign a Lead best suited for the specific major work area. The successful completion of each task demands not only a solid technical team with a well-planned approach, but also a skillful Task Leader who executes a carefully designed Project Management Plan (PMP) in close coordination with the Project Manager and has the technical background to address the anticipated challenges to deliver the required assignments. Our project management approach is founded on the following proven and sound principles:

- Working as a cohesive team
- Providing frequent updates to City staff
- Following a PMP
- Rigorous quality reviews
- Creating a collaborative environment
- Monitoring client satisfaction

For every project we manage, we create a PMP that includes a project-specific QC plan, a task-level project schedule and a communication plan. FNI's project management experience has allowed us to streamline processes and minimize change orders by evaluating project risks up front and building in flexibility to manage the unexpected. This approach also allows the team to factor contingencies into internal budgets and schedules, minimizing response times and reducing the potential for error.

FNI leadership team has extensive experience managing similar projects with municipal clients and working within a SharePoint document management system, which will create inherent efficiency in project delivery and enhance communication. The contents of this Management Approach will illustrate our exemplary ability to manage the project, communicate with the City and all project stakeholders, manage changes to the project, and properly assess and mitigate risks prior to and throughout the project while providing strong and effective quality management for the City.

Approach to Management of the Project Scope

The key to managing project scope is to clearly identify the project scope during the fee generation process. We have proposed a project fee scoping workshop to clarify work items and assumptions prior to execution. Once under contract, these are documented and available for review on the project SharePoint system. These are also communicated to all subconsultants. Each FNI Lead and key technical support members will communicate updates in an interactive format (i.e., Teams Meeting) with a frequency based on the complexity of the task and the expectations of the City staff. The first priority upon Notice to Proceed (NTP) is a Project Kickoff involving project and organizational leaders, as needed, from the City, FNI and key subconsultants. The agenda for this meeting is to:

- Clarify the scope, schedule and budget
- Specifically define the roles and expectations of all team members, including FNI staff, City staff and subconsultants
- Establish clear lines of communication
- Understand the City's preferred method and frequency of communication



One-Page Project Reports

FNI has developed a standard one-page reporting procedure that can be used for both internal project team communication and regular project updates for the City. Our One-Page Report is a snapshot view of the project, allowing project managers to be alerted to possible issues and delays, and to keep the City informed about the project schedule and budget.

Personal Communication

Face-to-face meetings and conversations are imperative in building and maintaining trust in relationships and in helping solve problems. FNI staff will periodically meet with the City to discuss project progress, including whether the project is on schedule, the City's needs are being properly addressed, and the product complies with the project's intent.

As the project moves forward, our Project Manager will maintain regular communications with the City to monitor the scope and manage any City-initiated changes. We will maintain action item and decision logs to aid in project documentation and communication. FNI has the resources available to effectively implement scope changes, as needed.

Approach to Management of the Schedule

FNI has a long history of compliance with client schedules and budgets and we understand that maintaining both are critical to project success.

At the onset of a project, a baseline schedule will be developed, included in the PMP, and communicated to the team. The schedule is revisited, at a minimum, on a monthly basis and updates are provided via the monthly status reports. If it appears schedule is slipping for reasons within our control, additional resources will be added as necessary to maintain the baseline schedule. FNI employs more than 1,300 people nationally, with more than 100 of them located in the metro Atlanta region. We have the capacity to ramp up resources as needed to maintain fast track project schedules.

Approach to Managing Cost

Managing project costs is simple when the scope is well-defined, the team's role is well-defined, and the Project Manager holds everyone accountable. Changes occasionally occur, and it is imperative that the Project Manager communicate those immediately. All FNI Project Managers live by the words "bad news do not get better with time".

Managing construction cost begins with understanding the City's expectations. This is both the project vision and budget. We are not successful unless these two elements are met. FNI executes hundreds of projects per year and we have a record of construction costs on all these projects. When discussing concept designs, preliminary budget numbers will be estimated to confirm the right decisions are being made. We also regularly work with contractors to vet project costs and develop value engineering solutions to lower construction costs.

Approach to Risk Management

Managing risk involves applying mitigation measures (technical and outreach solutions) that provide the level of risk control consistent with the City's goals and objectives. We will keep the City informed at the monthly progress meetings in advance of critical decision points to maintain schedule and budget. Problems will not be presented to the City without potential solutions already developed for consideration. At a minimum, we will provide:

- Background information relative to the risk and why it is a critical concern
- Our professional opinions on realistic probability of occurrence and the potential severity if it happens
- Alternative approaches to manage the risk to various levels of risk control
- Cost assumptions on risk mitigation measures and how they should be reflected on the register

Continuous Improvement is Key to Delivering Quality

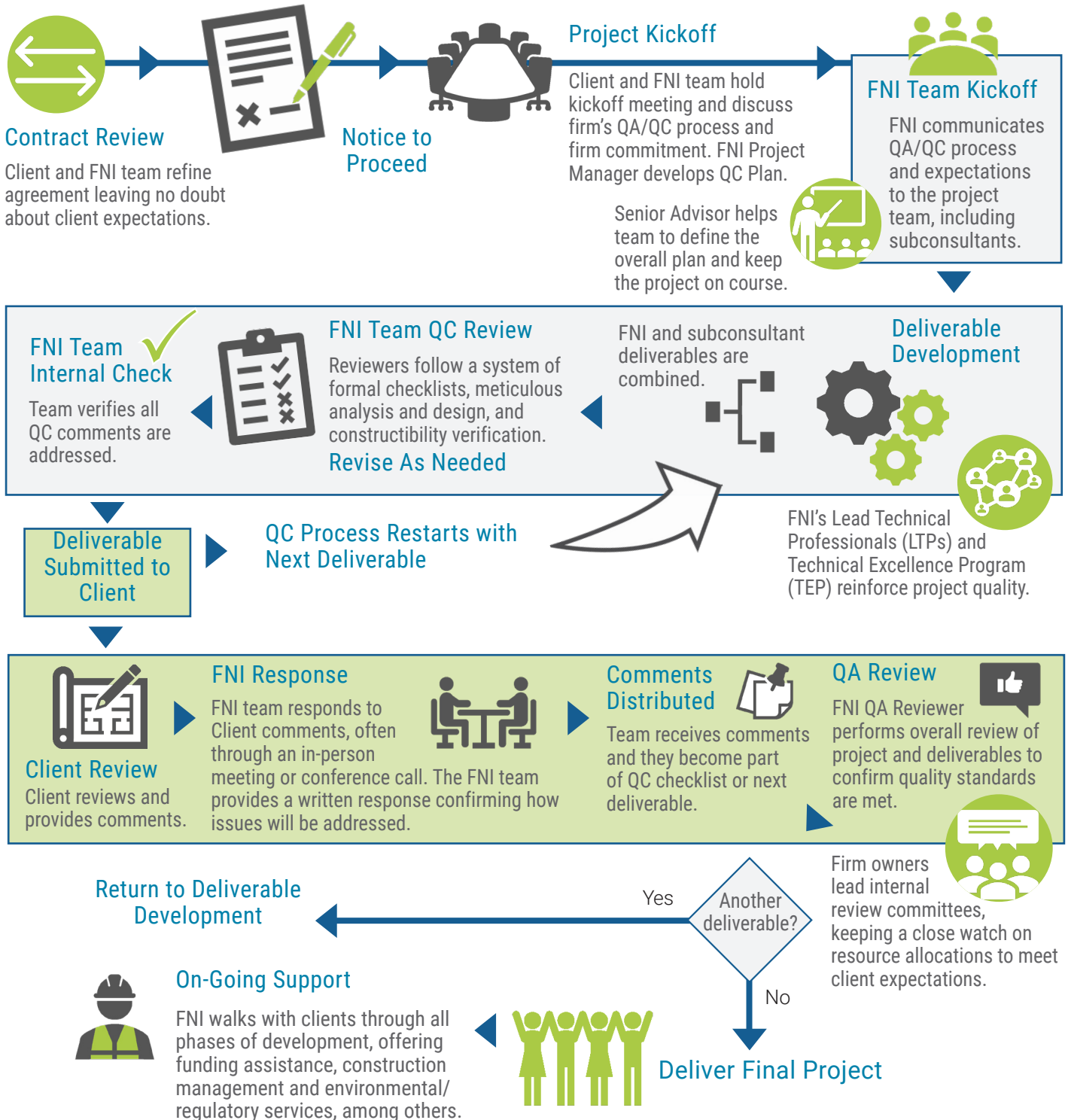
Our commitment to quality and continuous improvement has been recognized nationally, with FNI twice receiving the **Malcolm Baldrige National Quality Award**. We're the first engineering/architecture firm so honored. The Baldrige program is a public-private partnership through the U.S. Department of Commerce that recognizes organizations for national leadership in performance excellence.

For nearly three decades, our firm has applied the Baldrige program's integrated management framework and assessment tools to improve practices and measure results, strengthening our business so we can continue delivering exceptional client service.

Approach to Quality Management

Delivering quality is one of the foundational values to our company culture and informs our comprehensive approach to Quality Management (QM). Multiple components work together to foster a culture of excellence and elevate our overall quality of service. QM is a mindset that extends beyond a specific project and reinforces our efforts to build trusted-advisor relationships with our clients.

QUALITY MANAGEMENT PROCESS FLOWCHART



Insurance



FREEAND-02

KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	<table border="1"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (703) 827-2277</td> <td>FAX (A/C, No): (703) 827-2279</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: admin@amesgough.com</td> </tr> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: National Fire Insurance Company of Hartford A(XV)</td> <td>NAIC # 20478</td> </tr> <tr> <td>INSURER B: Valley Forge Insurance Company A(XV)</td> <td>20508</td> </tr> <tr> <td>INSURER C: Continental Insurance Company A(XV)</td> <td>35289</td> </tr> <tr> <td>INSURER D: Travelers Casualty and Surety Company A++ XV</td> <td>19038</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279	E-MAIL ADDRESS: admin@amesgough.com		INSURER(S) AFFORDING COVERAGE		INSURER A: National Fire Insurance Company of Hartford A(XV)	NAIC # 20478	INSURER B: Valley Forge Insurance Company A(XV)	20508	INSURER C: Continental Insurance Company A(XV)	35289	INSURER D: Travelers Casualty and Surety Company A++ XV	19038	INSURER E:		INSURER F:	
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INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102																					

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:																								
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																												
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A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			7063394194	10/23/2024	10/23/2025	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$</td><td>15,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr> <tr><td></td><td>\$</td><td></td></tr> </table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	MED EXP (Any one person)	\$	15,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7063394213	10/23/2024	10/23/2025	<table border="1"> <tr> <td>☒ PER STATUTE</td> <td>☐ OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr> </table>	☒ PER STATUTE	☐ OTH-ER		E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
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D	Professional Liab.			107930947	10/23/2024	10/23/2025	<table border="1"> <tr><td>Per Claim</td><td>\$</td><td>5,000,000</td></tr> </table>	Per Claim	\$	5,000,000																		
Per Claim	\$	5,000,000																										
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000																												

CERTIFICATE HOLDER EVIDENCE OF COVERAGE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

ACORD 25 (2016/03)

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Acknowledgement



PROPOSER SUBMISSION SHEET AND ADDENDUM ACKNOWLEDGEMENT

The Proposer has examined, carefully reviewed, acknowledge and concur with ALL addendum(s) issued, and furthermore, Proposer has identified all the Addendums by placing the Addendum Title and Date as follows:

Addendum No.	1	Dated	09/12/2025	(All submission must be done via Bidnet.)	<i>Addendum subject/description added in parenthesis, to comply with instructions on Addendum 24.</i>
Addendum No.	2	Dated	09/12/2025	(Response to Question #1)	
Addendum No.	3	Dated	09/15/2025	(MANDATORY Pre-Bid Meeting.)	
Addendum No.	4	Dated	09/15/2025	(Correct Bid Submission Method)	
Addendum No.	5	Dated	09/16/2025	(Exhibits B-1, B-2, B-3 and B-4)	
Addendum No.	6	Dated	09/25/2025	(REQUIRED PRE-PROPOSAL CONFERENCE)	
Addendum No.	7	Dated	10/02/2025	(Page Limit Question)	
Addendum No.	8	Dated	10/02/2025	(Exhibits B-1 to B-4 Issued as Addendum)	
Addendum No.	9	Dated	10/02/2025	(Page Limit Question)	
Addendum No.	10	Dated	10/02/2025	(Dam As-Builts)	

NOTE: Provide additional table if Addendums exceed 10 Table continues in the next page

I/We the undersigned hereby offer and agree to supply and deliver the service as outlined in the bid solicitation documents. The signature below acknowledge that I/we have read and agree with the procedures outlined in the solicitation documents.

Proposals that fail to acknowledge the offeror's receipt of any/all addenda can result in the rejecting of the proposal.

Signature	<i>John S. Wolfhope</i>
Print/Type Name	John Wolfhope
Title	Vice President/Principal
Date	10/14/2025

Addendum No.	11	Dated	10/02/2025 (Delivery Date Confirmation)
Addendum No.	12	Dated	10/02/2025 (Bound Submittal)
Addendum No.	13	Dated	10/02/2025 (Lead Consultant - Required Minimum Percent of Total Fee (51%))
Addendum No.	14	Dated	10/02/2025 (Required Forms)
Addendum No.	15	Dated	10/02/2025 (Proposer Submission Sheet)
Addendum No.	16	Dated	10/02/2025 (Are "Front/Back" covers allowed)
Addendum No.	17	Dated	10/04/2025 (Geotechnical Scope of Work)
Addendum No.	18	Dated	10/04/2025 (Geotechnical Scope of Work)
Addendum No.	19	Dated	10/04/2025 (Milestones for All Phases)
Addendum No.	20	Dated	10/04/2025 (Concept Expectations)
Addendum No.	21	Dated	10/04/2025 (Electronic Submission Confirmation)
Addendum No.	22	Dated	10/04/2025 (Electronic Submission Process)
Addendum No.	23	Dated	10/08/2025 (Electronic Submission Process)
Addendum No.	24	Dated	10/08/2025 (Addendum Acknowledgement Requirement Clarification)
Addendum No.	25	Dated	10/08/2025 (How To Submit a Bid on BidNet Direct)
Addendum No.	26	Dated	10/08/2025 (Only the Lead Consultant is Required to Attend the Mandatory Pre-Proposal On-Site Meeting.)
Addendum No.	27	Dated	10/09 (Physical Delivery of Proposal is Required. NO ELECTRONIC SUBMISSION.)
Addendum No.	28	Dated	10/09 (Submittal Type Change Request)
Addendum No.	29	Dated	10/09 (Digital Signatures and Scanned Copies)



Backend Documents/ Additional Required Forms

Prime Consultant (FNI)

- Vendor Questionnaire
- Contractor's Code of Ethics
- Reference Request
- Non-Collusion
- Primary Contractor E-verification Affidavit
- Subcontractor

Subconsultants/Subcontractors (Accura, MC Quared, Sycamore)

- Contractor's Code of Ethics
- Non-Collusion
- Subcontractor E-verification Affidavit

SECTION 10.0
BACKEND DOCUMENTS
REQUIRES SUBMISSION WITH TECHNICAL PROPOSAL



Vendor Questionnaire

1. Offeror has previously conducted business with Clarkston No
2. Is the offeror's physical location within the corporate city limits of Clarkston? No
3. Is your company a certified minority-owned business? No

If yes, indicate category letter(s) and include a copy of current certificate(s)

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

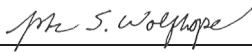
a.	African American Business Enterprise (AABE)	d.	Hispanic Business Enterprise (HBE)
b.	Asian Business Enterprise (ABE)	e.	Minority Veteran (MV)
c.	Female Business Enterprise (FBE)	f.	Native American Business Enterprise (NABE)

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

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

1. Has a person, firm or company ever been debarred from doing business with any federal, state, or local agency? No

If yes, on a separate sheet of paper, provide details including agency name, date(s) and reason for debarment.

John Wolfhope	Vice President/Principal
Vendor Contact Name (print)	Title
	10/14/2025
Vendor Contact Signature	Date



Contractor's Code of Ethics

The City of Clarkston ("City") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public.

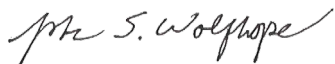
To achieve these purposes, the City requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

The Contractor affirms, they will:

1. Offer a proposal competitive, consistent, and appropriate to the bid documents.
2. Complete all aspects of any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
3. Submit timely, accurate, and appropriate invoices for goods and/or services performed under the contract.
4. Disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a vendor contracted by the City.
5. Comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices.
6. Request their suppliers including temporary labor agencies to do the same.
7. Conform their practices to any published standards for their industry are in compliance with laws, regulations and practices include, but are not limited to the following:
 - a. Obtaining and maintaining all required environmental permits. Further, the Contractor will endeavor to minimize natural resource consumption through conservation, recycling, and substitution methods.
 - b. Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employees can report health and safety incidents, as well as providing adequate safety training.
 - c. Providing workers with an environment free of discrimination, harassment, and abuse, which includes establishing a written anti-discrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

The Contractor affirms, they will not:

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3. Change the official bid solicitation documents, in any manner. When discovered, the entire bid solicitation package will be rejected.
4. Offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
5. Cause, influence or attempt to cause or influence any City employee or family member or City Official or family member, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

SIGNATURE:  DATE: 10/14/2025

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Reference Request

The City of Clarkston requests the offeror provides between three (3) to five (5) "dam" client references to be potentially contacted for this proposal. The offeror's references can consist of current and/or past government agencies, educational institutions, and/or commercial accounts of similar size and scope for this proposal from within five (5) years of this bid solicitation.

The City of Clarkston requests the offeror's references list not consist of any work performed and completed on behalf of the City of Clarkston; nor should the offeror's references be current of former City of Clarkston employees.

<u>REFERENCE # 1</u>	
Name of Company/Entity:	Douglasville - Douglas County Water and Sewer Authority
City/State:	Douglasville, GA
Contact Person:	Brian Keel, PE, CFM
Contact Email:	bkeel@ddcwsa.com
Contact Phone:	770-949-7617
Date(s) Work Performed:	2023 - 2025
Brief Narrative of Work:	Dog River Dam Second Raise - includes 3 dams and one spillway planning, design and construction.

<u>REFERENCE # 2</u>	
Name of Company/Entity:	Gwinnett County Department of Water Resources
City/State:	Gwinnett County, GA
Contact Person:	Dolores Uttero
Contact Email:	dolores.uttero@gwinnettcountry.com
Contact Phone:	470-360-9870
Date(s) Work Performed:	2019 - Ongoing
Brief Narrative of Work:	Annual Consultant Demand Services for Dam Study and Design Services for County maintained dams.

<u>REFERENCE # 3</u>	
Name of Company/Entity:	Georgia Soil and Water Conservation Commission
City/State:	Athens, GA
Contact Person:	Greg Walker
Contact Email:	greg.walker@gaswcc.ga.gov
Contact Phone:	706-844-7704
Date(s) Work Performed:	2018 - Ongoing
<i>Brief</i> Narrative of Work:	Dam Assessments, Emergency Action Plans and Rehabilitation Design
Dam Compliance Planning reports, EAP development, and rehabilitation designs for NRCS watershed dams in Georgia.	

<u>REFERENCE # 4</u>	
Name of Company/Entity:	USDA Natural Resources Conservation Service (NRCS)
City/State:	Athens, GA
Contact Person:	Eric Harris, PE
Contact Email:	eric.harris@usda.gov
Contact Phone:	678-346-1281
Date(s) Work Performed:	2018 - Ongoing
<i>Brief</i> Narrative of Work:	Dam Compliance Planning reports, EAP development, and rehabilitation
designs for NRCS watershed dams in Georgia.	

<u>REFERENCE # 5</u>	
Name of Company/Entity:	Cherokee County Water and Sewerage Authority
City/State:	Canton, GA
Contact Person:	Bryan Watkins
Contact Email:	bryan.watkins@cherokeewaterra.gov
Contact Phone:	Office: 770-479-1813 ext. 1321; Mobile: 770-851-8137
Date(s) Work Performed:	2022 - Ongoing
<i>Brief</i> Narrative of Work:	Feasibility study (2022-2023); design of modifications to existing dam,
reservoir and intake structure for dam raise (2023-2025); construction oversight (2025-ongoing).	



Non-Collusion

By signing below, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

In addition, the selected company will be required to comply with all existing State and Federal laws, including applicable equal opportunity employment provisions. The Contract between the company and the City shall be construed and governed in accordance with the law of the State of Georgia and the City of Clarkston. The company, at its own expense, shall secure all occupational and professional licenses and permits necessary for the fulfillment of its obligations under this contract.

It shall be unethical for any City Employee or City Official to transact any business or participate directly or indirectly in a procurement contract when the City Employee or City Official knows; the City Employee or City Official or immediate family of such has a substantial interest pertaining to the procurement contract, except that the purchase of goods and services from businesses, which a member of the city council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.

Vendor Name: Freese and Nichols, Inc.

Physical Address: 360 Interstate North Parkway, Suite 250

City, State, Zip Atlanta, GA 30339

Phone: 404-334-4310

Fax: _____

Signature: *Mr. S. Wolphope*

Date: 10/14/2025



Primary Contractor E-verification Affidavit

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

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

1227234

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

05/26/21

Date of Authorization

Freese AND Nichols, Inc.

Legal Business Name of City of Clarkston Contract Holder/Applicant

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

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

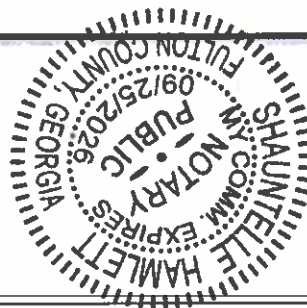
Executed on October 9, 2025 in Atlanta (city) GA (state)

Jason P. Eppley
Signature of Authorized Owner/Officer

Jason P. Eppley, Principal
Printed Name and Title of Authorized Owner/Officer

Shaunette Hamlett
NOTARY PUBLIC

My Commission Expires: 9/25/2026





Subcontractor

I will / will not propose to subcontract some of the work on this project? Will
(response)

I propose to subcontract work for the following:

	Subcontractor Print Name	Brief Description of Work to be Performed by Subcontractor	Percent of Work	DBE (Y/N)
1	Accura Engineering and Consulting, Inc.	Survey/Subsurface Utility Engineering	12%	Y
2	MC Squared, LLC	Geotechnical	7%	N
3	Sycamore Consulting, Inc.	Public Engagement	8%	Y
4				
5				
6				
7				
8				
9				
10				

John Wolfhope

Vice President/Principal

Vendor Contact Name (print)

Title

John S. Wolfhope

10/14/2025

Vendor Contact Signature

Date

Note:

1. The City of Clarkston requires the (primary) consultant to complete no less than fifty-one (51%) percent of the proposed project.
2. It shall be the responsibility of the selected bidder to ensure that all subcontractors comply with the same insurance requirements referenced above.



Contractor's Code of Ethics

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To achieve these purposes, the City requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

The Contractor affirms, they will:

1. Offer a proposal competitive, consistent, and appropriate to the bid documents.
2. Complete all aspects of any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
3. Submit timely, accurate, and appropriate invoices for goods and/or services performed under the contract.
4. Disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a vendor contracted by the City.
5. Comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices.
6. Request their suppliers including temporary labor agencies to do the same.
7. Conform their practices to any published standards for their industry are in compliance with laws, regulations and practices include, but are not limited to the following:
 - a. Obtaining and maintaining all required environmental permits. Further, the Contractor will endeavor to minimize natural resource consumption through conservation, recycling, and substitution methods.
 - b. Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employees can report health and safety incidents, as well as providing adequate safety training.
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4. Offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
5. Cause, influence or attempt to cause or influence any City employee or family member or City Official or family member, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

SIGNATURE: Prashanthi Reddy DATE: October 10, 2025

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Non-Collusion

By signing below, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

In addition, the selected company will be required to comply with all existing State and Federal laws, including applicable equal opportunity employment provisions. The Contract between the company and the City shall be construed and governed in accordance with the law of the State of Georgia and the City of Clarkston. The company, at its own expense, shall secure all occupational and professional licenses and permits necessary for the fulfillment of its obligations under this contract.

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Vendor Name: Accura Engineering and Consulting Services, Inc.

Physical Address: 3200 Presidential Drive

City, State, Zip Atlanta, GA 30340

Phone: 404.241.8722 Fax: 404.241.4577

Signature: Prashanthi Reddy

Date: October 9, 2025

Subcontractor Affidavit

Under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with FREESE AND NICHOLS, INC. (name of subcontractor) on behalf of THE CITY OF CLARKSTON, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction with such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any subcontractor that has contracted with a subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. The subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

86331

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

01/07/08

Date of Authorization

Accura Engineering and Consulting Services, Inc.

Name of Contractor

Norman Road Dam Project

Name of Project

City of Clarkston

Name of Public Employer



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

Executed on October 9, 2025 in Atlanta (city) GA (state)

Prashanthi Reddy
Signature of Authorized Owner/Officer

Prashanthi Reddy, President & CEO

Printed Name and Title of Authorized Owner/Officer

Chloe Parker
NOTARY PUBLIC

My Commission Expires: 9/02/2029



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7. Conform their practices to any published standards for their industry are in compliance with laws, regulations and practices include, but are not limited to the following:
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SIGNATURE: _____



DATE: 10/09/2025

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Vendor Name: MC Squared, LLC

Physical Address: 1275 Shiloh Rd NW Ste 2620

City, State, Zip Kennesaw, GA 30144

Phone: (770) 650-0873 Fax: _____

Signature: 

Date: 10/07/2025

Subcontractor Affidavit

Under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Freese and Nichols, Inc
(name of subcontractor) on behalf of THE CITY OF CLARKSTON, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction with such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any subcontractor that has contracted with a subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. The subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

2629575

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

2/18/2025

Date of Authorization

MC Squared, LLC

Name of Contractor

Norman Road Dam

Name of Project

City of Clarkston

Name of Public Employer

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

Executed on October 7th, 2025 in Kennesaw (city) GA (state)

Signature of Authorized Owner/Officer

Thomas Topolski - Regional Vice President

Printed Name and Title of Authorized Owner/Officer

Kimberly Lehner
NOTARY PUBLIC

My Commission Expires: 10/02/2026





Contractor's Code of Ethics

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5. Cause, influence or attempt to cause or influence any City employee or family member or City Official or family member, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

SIGNATURE: leah vaughan DATE: 10-9-2025

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Vendor Name:

SYCAMORE CONSULTING, INC.

Physical Address:

627 E. COLLEGE AVE.

SUITE E

City, State, Zip

DECATUR GA 30030

Phone:

404 377 9147

Fax:

Signature:

[Handwritten Signature]

Date:

10.6.25

Subcontractor Affidavit

Under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of subcontractor) on behalf of THE CITY OF CLARKSTON, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction with such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any subcontractor that has contracted with a subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. The subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

138138
Federal Work Authorization User Identification Number (*not Taxpayer ID*)

07/2008
Date of Authorization

SYCAMORE CONSULTING, INC
Name of Contractor

NORMAN ROAD DAM
Name of Project

CITY OF CLARKSTON
Name of Public Employer

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

Executed on 04.10, 2025 in CITY OF DEKALB (city) GA (state)

[Signature]
Signature of Authorized Owner/Officer

KEITH HANSEN DEDERICK
Printed Name and Title of Authorized Owner/Officer

[Signature]
NOTARY PUBLIC

My Commission Expires: 5/21/2026

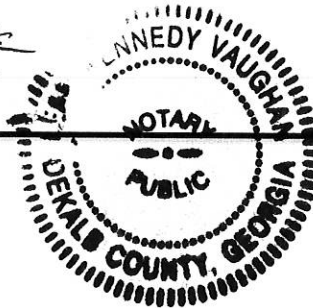


EXHIBIT B

Final Scope of Work (Negotiated)

EXHIBIT B

Professional Civil Engineering Services Conceptual Design Services Norman Road Dam (at Clarkston Estates Lake) Rehabilitation/Replacement Project

Scope of Work List of Assumptions

1. Scope of Work is for Phase I – Concept Design Phase as shown in the City of Clarkston Request for Proposal (RFP) document dated September 10, 2025 and as discussed in the Project Understanding and Implementation Plan Section of the Freese and Nichols, Inc. (FNI) statement of qualifications.
2. Fee estimate provides costs for additional optional services that include:
 - a. Survey around the Clarkston Estates Lake of the lowest finished floor elevation of 30 structures (\$23,000).
 - b. Topographic Survey of the entire lake area up to the lowest finished floor elevation of the lowest structure (\$92,000).
 - c. Easement Plats (\$1600 per plat for a total of 10 plats or \$16,000).
3. Legal Boundary Survey assumes maximum of 10 parcels.
4. Topographic survey includes the area around Norman Road, the diversion channel on the west side of the lake, the sediment forebay upstream of the lake.
5. Subsurface Utility Engineering is SUE quality level B and includes the following:
 - a. Conduct records research to identify utility owners and obtain available maps and as-built drawings.
 - b. Review and interpret utility records to prepare preliminary utility information.
 - c. Correlate record information with visible utility features observed in the field.
 - d. Designate & mark existence of subsurface utilities known to be located within the project area.
6. SUE QL-B services excludes the following:
 - a. Excludes permits for city, county, state, federal, railroad and/or other agencies.
 - b. Excludes Utility Impact Analysis (UIA)
 - c. Excludes collection of pole data
 - d. Excludes SUE QL-A (test holes)
7. Geotechnical Drilling Services includes 8 borings for a maximum depth of 50 linear feet or a total linear depth of 400 feet. No rock coring is included. A maximum of 8 Shelby tubes will be collected.
8. Laboratory Testing includes the following:
 - a. Water content on all SPT samples

- b. Standard Proctor Test on 4 grab samples
 - c. 8 Unit weights from the Shelby tubes
 - d. 12 Sieve analyses with hydrometers
 - e. 12 Atterberg Limits Tests
 - f. 4 Triaxial shear CD tests with pore pressure measurements
 - g. 2 Direct shear tests
 - h. 2 Consolidation tests
- 9. Marking & mapping of Waters of the United States (WOTUS) and Waters of the State downstream of the Norman Road Dam and along the western diversion channel.
 - 10. Excludes environmental permitting.
 - 11. Cultural Resources work is for a Phase 1 survey and report and excludes documenting any architectural resources.
 - 12. Stakeholder engagement includes consultation plan, two public open house meetings, and a summary report.
 - 13. Schedule is estimated as 12 months and will be adjusted based on the notice to proceed and any delays performing field activities.
 - 14. Contract Terms and Conditions will be mutually agreed upon by both FNI and the City of Clarkston.
 - 15. Site access/right of entry will be provided by the City of Clarkston.
 - 16. Excludes design services beyond the Conceptual Planning discussed in the RFP and FNI Understanding & Implementation Plan.

EXHIBIT C

Consultant Fee

City of Clarkston, GA - Norman Road Dam Project 11/13/2025 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	\$ 402,958
	Special Services	\$ -
	Additional Services	\$ -
	Total Project	\$ 402,958

			Labor																	Total Hours	Total Labor Effort
Basic, Special or Additional	Task	Task Description	Charles Crowell	Gregg Hudock	Jennifer Gaines	Patrick Wahl	Joy Chapman	Nathan Shelp	James McNash	Kyle Horsham	Thomas Burns	Kyle Jacobs	Ashley O'Neil	Bob Pence	Grant Brewer	Brad Kirksey	John Rutledge	Victor Vasquez			
Basic	000	Project Management																		\$ -	
Basic		Internal kickoff meeting	1	1				1											3	\$ 771	
Basic		External kickoff meeting	2	2				2											6	\$ 1,543	
Basic		Additional Meetings (9)	18	18				18											54	\$ 13,883	
Basic		Maintain and monitor scope / schedule / budget	10								40								50	\$ 8,851	
Basic		Corporate Support											4						4	\$ 541	
Basic		Quality Management																		\$ -	
Basic		Develop quality management plan	1																1	\$ 286	
Basic		Quality Control reviews	8	8	8				8										32	\$ 8,924	
Basic		Quality Assurance reviews	1											1					2	\$ 670	
Basic	010	Existing Data Gathering/Review	8	4	4				4										20	\$ 5,607	
Basic	020	Field Activities																		\$ -	
Basic		Initial Site Visit	6				6												12	\$ 2,515	
Basic		Survey																		\$ -	
Basic		Legal/Boundary Survey	2																2	\$ 573	
Basic		Topographic & Tree Survey	2																2	\$ 573	
Basic		Sediment/Bathymetry Survey	2																2	\$ 573	
Basic		Subsurface Utility Engineering (SUE QL-B)	1				4												5	\$ 818	
Basic		Waters of the US, Buffer, T&E Species Survey	2																2	\$ 573	
Basic		Cultural Resources Survey	2																2	\$ 573	
Basic		Geotechnical Investigation																		\$ -	
Basic		Geotechnical Drilling/Investigation	4	2			20												26	\$ 4,473	
Basic		Laboratory Testing		1			1												2	\$ 469	
Basic		Data Report	1	1					1	1									4	\$ 1,050	
Basic	030	Hydrologic & Hydraulic Assessments																		\$ -	
Basic		Hydrologic Calculations			8		20	20											48	\$ 7,402	
Basic		Hydraulic Calculations			8		20	20											48	\$ 7,402	
Basic		Watershed Modeling	1	1	8			20											30	\$ 5,367	
Basic		Minimum Flow Analyses			8							8							16	\$ 3,503	
Basic		Dam Breach Analysis			8				40										48	\$ 7,867	
Basic		Consequences Determination	1		8			40											49	\$ 7,880	
Basic	040	Concept Design																		\$ -	
Basic		Existing Data Review Meeting with City	4	4	4														12	\$ 3,436	
Basic		Public Outreach & Stakeholder Meeting #1	4	4															8	\$ 2,488	
Basic		Solutions Brianstorming Session	2	2	2		2		2						2	2	2	2	18	\$ 4,908	
Basic		Alternatives Screening	2	2	2		20	20		4	20	20							90	\$ 14,673	
Basic		Concept Designs Development	2	1	4		20	20		4	20	20							91	\$ 14,811	
Basic		Concept Designs Review Meeting with City	4	4															8	\$ 2,488	
Basic		Concept Designs Analyses	2	1	8		20	40		8	20	20							119	\$ 19,634	
Basic		Concept Designs Plan and Section Drawings	2	2	8		8			8	8				80				116	\$ 25,712	
Basic		Concept Designs Cost	1	1	1		8	8											19	\$ 3,061	
Basic		Concept Designs Advantages & Disadvantages	2	2	2		8			2									16	\$ 3,294	
Basic		Meeting with City on Concept Designs	4	4															8	\$ 2,488	
Basic		Concept Design Refinement	2	1	2		2			2	2				20				31	\$ 7,025	
Basic		Public Outreach & Stakeholder Meeting #2	4	4															8	\$ 2,488	
Basic		Final Concept Design Refinement	2	1	2		2			2	2				20				31	\$ 7,025	
Basic		Draft Concept Design Report (Summary & Detailed)	8	4	4		20	20		4	20								80	\$ 14,542	
Basic		City Review and Comments	1	1															2	\$ 622	
Basic		Draft Final Concept Design Report (Summary & Detailed)	4	2	2		8			2	8				8				34	\$ 7,047	
Basic		City Review and Backcheck Comments	1																1	\$ 286	
Basic		Final Concept Design Report (Summary & Detailed)	2	1	1		4			1	4				2				15	\$ 3,071	
Basic		City Review & Acceptance	1																1	\$ 286	
Total Hours / Quantity			127	79	102	191	210	61	52	105	100	8	4	1	132	2	2	2	1,178		
Total Effort																				\$ 232,073	

City of Clarkston, GA - Norman Road Dam Project

11/13/2025

Detailed Cost Breakdown

Basic, Special or Additional	Task	Task Description	Miles	Total Expense Effort
Basic	000	Project Management		\$ -
Basic		Internal kickoff meeting		\$ -
Basic		External kickoff meeting		\$ -
Basic		Additional Meetings (9)		\$ -
Basic		Maintain and monitor scope / schedule / budget		\$ -
Basic		Corporate Support		\$ -
Basic		Quality Management		\$ -
Basic		Develop quality management plan		\$ -
Basic		Quality Control reviews		\$ -
Basic		Quality Assurance reviews		\$ -
Basic	010	Existing Data Gathering/Review		\$ -
Basic	020	Field Activities		\$ -
Basic		Initial Site Visit	50	\$ 35
Basic		Survey		\$ -
Basic		Legal/Boundary Survey	50	\$ 35
Basic		Topographic & Tree Survey	50	\$ 35
Basic		Sediment/Bathymetry Survey	50	\$ 35
Basic		Subsurface Utility Engineering (SUE QL-B)		\$ -
Basic		Waters of the US, Buffer, T&E Species Survey	50	\$ 35
Basic		Cultural Resources Survey	50	\$ 35
Basic		Geotechnical Investigation		\$ -
Basic		Geotechnical Drilling/Investigation	200	\$ 140
Basic		Laboratory Testing		\$ -
Basic		Data Report		\$ -
Basic	030	Hydrologic & Hydraulic Assessments		\$ -
Basic		Hydrologic Calculations		\$ -
Basic		Hydraulic Calculations		\$ -
Basic		Watershed Modeling		\$ -
Basic		Minimum Flow Analyses		\$ -
Basic		Dam Breach Analysis		\$ -
Basic		Consequences Determination		\$ -
Basic	040	Concept Design		\$ -
Basic		Existing Data Review Meeting with City	50	\$ 35
Basic		Public Outreach & Stakeholder Meeting #1	50	\$ 35
Basic		Solutions Brianstorming Session		\$ -
Basic		Alternatives Screening		\$ -
Basic		Concept Designs Development		\$ -
Basic		Concept Designs Review Meeting with City	50	\$ 35
Basic		Concept Designs Analyses		\$ -
Basic		Concept Designs Plan and Section Drawings		\$ -
Basic		Concept Designs Cost		\$ -
Basic		Concept Designs Advantages & Disadvantages		\$ -
Basic		Meeting with City on Concept Designs	50	\$ 35
Basic		Concept Design Refinement		\$ -
Basic		Public Outreach & Stakeholder Meeting #2	50	\$ 35
Basic		Final Concept Design Refinement		\$ -
Basic		Draft Concept Design Report (Summary & Detailed)		\$ -
Basic		City Review and Comments		\$ -
Basic		Draft Final Concept Design Report (Summary & Detailed)		\$ -
Basic		City Review and Backcheck Comments		\$ -
Basic		Final Concept Design Report (Summary & Detailed)		\$ -
Basic		City Review & Acceptance		\$ -
Total Hours / Quantity			750	
Total Effort			\$ 525	\$ 525

City of Clarkston, GA - Norman Road Dam Project

11/13/2025

Detailed Cost Breakdown

			Subconsultants				Total	
Basic, Special or Additional	Task	Task Description	Accura	TRC	United Consulting	Sycamore	Total Sub Effort	Total Effort
Basic	000	Project Management					\$ -	\$ -
Basic		Internal kickoff meeting					\$ -	\$ 771
Basic		External kickoff meeting					\$ -	\$ 1,543
Basic		Additional Meetings (9)					\$ -	\$ 13,883
Basic		Maintain and monitor scope / schedule / budget					\$ -	\$ 8,851
Basic		Corporate Support					\$ -	\$ 541
Basic		Quality Management					\$ -	\$ -
Basic		Develop quality management plan					\$ -	\$ 286
Basic		Quality Control reviews					\$ -	\$ 8,924
Basic		Quality Assurance reviews					\$ -	\$ 670
Basic	010	Existing Data Gathering/Review					\$ -	\$ 5,607
Basic	020	Field Activities					\$ -	\$ -
Basic		Initial Site Visit					\$ -	\$ 2,550
Basic		Survey					\$ -	\$ -
Basic		Legal/Boundary Survey	21,000				\$ 21,000	\$ 21,608
Basic		Topographic & Tree Survey	43,000				\$ 43,000	\$ 43,608
Basic		Sediment/Bathymetry Survey	10,000				\$ 10,000	\$ 10,608
Basic		Subsurface Utility Engineering (SUE QL-B)	10,000				\$ 10,000	\$ 10,818
Basic		Waters of the US, Buffer, T&E Species Survey			5,000		\$ 5,000	\$ 5,608
Basic		Cultural Resources Survey		8,000			\$ 8,000	\$ 8,608
Basic		Geotechnical Investigation					\$ -	\$ -
Basic		Geotechnical Drilling/Investigation			15,000		\$ 15,000	\$ 19,613
Basic		Laboratory Testing			22,000		\$ 22,000	\$ 22,469
Basic		Data Report			3,000		\$ 3,000	\$ 4,050
Basic	030	Hydrologic & Hydraulic Assessments					\$ -	\$ -
Basic		Hydrologic Calculations					\$ -	\$ 7,402
Basic		Hydraulic Calculations					\$ -	\$ 7,402
Basic		Watershed Modeling					\$ -	\$ 5,367
Basic		Minimum Flow Analyses					\$ -	\$ 3,503
Basic		Dam Breach Analysis					\$ -	\$ 7,867
Basic		Consequences Determination					\$ -	\$ 7,880
Basic	040	Concept Design					\$ -	\$ -
Basic		Existing Data Review Meeting with City					\$ -	\$ 3,471
Basic		Public Outreach & Stakeholder Meeting #1				16,680	\$ 16,680	\$ 19,203
Basic		Solutions Brianstorming Session					\$ -	\$ 4,908
Basic		Alternatives Screening					\$ -	\$ 14,673
Basic		Concept Designs Development					\$ -	\$ 14,811
Basic		Concept Designs Review Meeting with City					\$ -	\$ 2,523
Basic		Concept Designs Analyses					\$ -	\$ 19,634
Basic		Concept Designs Plan and Section Drawings					\$ -	\$ 25,712
Basic		Concept Designs Cost					\$ -	\$ 3,061
Basic		Concept Designs Advantages & Disadvantages					\$ -	\$ 3,294
Basic		Meeting with City on Concept Designs					\$ -	\$ 2,523
Basic		Concept Design Refinement					\$ -	\$ 7,025
Basic		Public Outreach & Stakeholder Meeting #2				16,680	\$ 16,680	\$ 19,203
Basic		Final Concept Design Refinement					\$ -	\$ 7,025
Basic		Draft Concept Design Report (Summary & Detailed)					\$ -	\$ 14,542
Basic		City Review and Comments					\$ -	\$ 622
Basic		Draft Final Concept Design Report (Summary & Detailed)					\$ -	\$ 7,047
Basic		City Review and Backcheck Comments					\$ -	\$ 286
Basic		Final Concept Design Report (Summary & Detailed)					\$ -	\$ 3,071
Basic		City Review & Acceptance					\$ -	\$ 286
Total Hours / Quantity			\$ 84,000	\$ 8,000	\$ 45,000	\$ 33,360		
Total Effort			\$ 84,000	\$ 8,000	\$ 45,000	\$ 33,360	\$ 170,360	\$ 402,958

EXHIBIT D

Project Schedule

PROPOSED WORK PROGRAM AND SCHEDULE

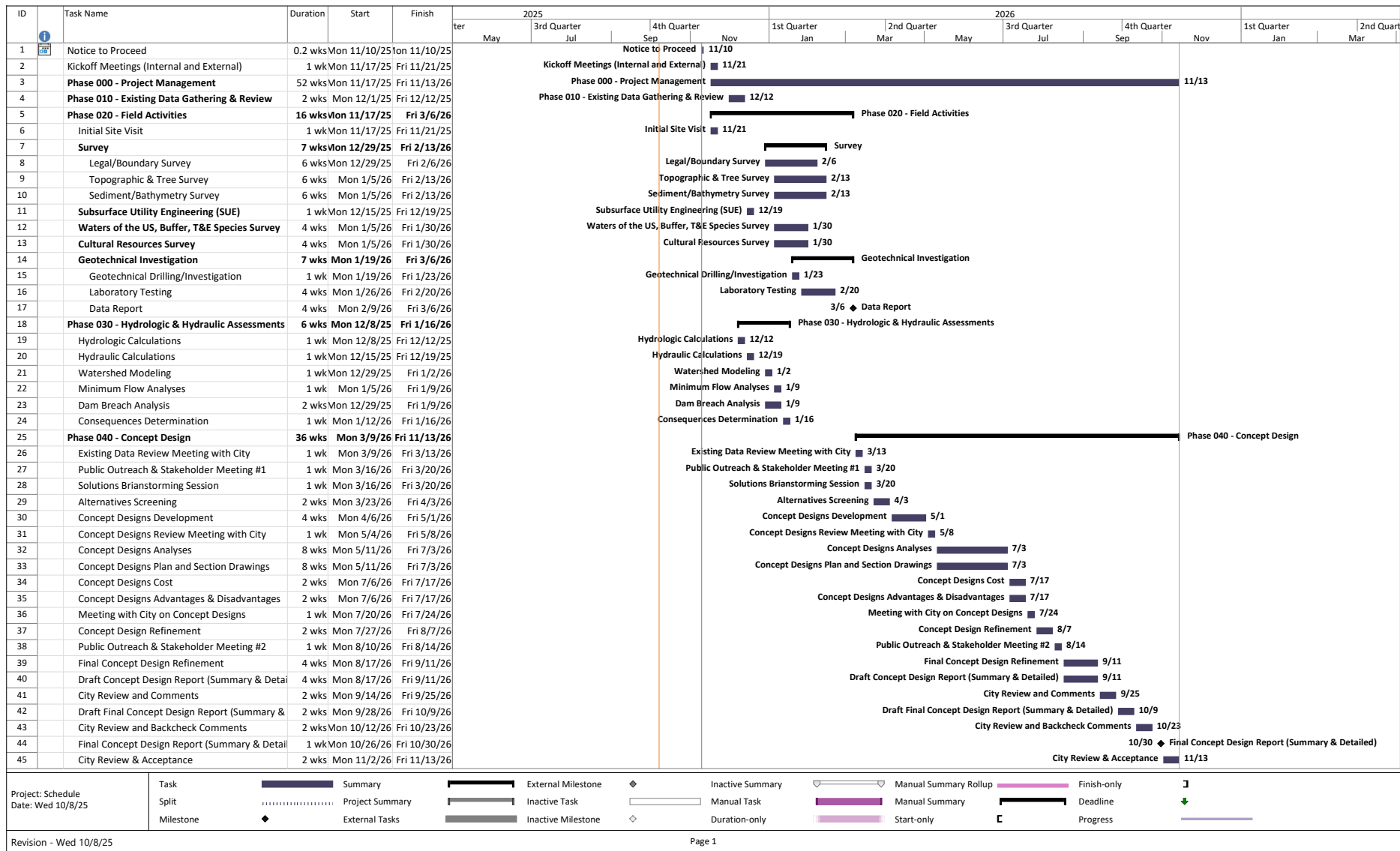


EXHIBIT E

Scope of Work (edits)

EXHIBIT E

Professional Civil Engineering Services Conceptual Design Services Norman Road Dam (at Clarkston Estates Lake) Rehabilitation/Replacement Project

Question and Responses

1. Will FNI provide written responses to comments received during the public meetings?

FNI Response: Yes, our subconsultant, Sycamore, has budgeted to perform the following as part of the PIOH Meetings:

- Stakeholder Consultation Plan
- PIOH #1 (Prepare, advertise, execute, summarize)
- PIOH #2 (Prepare, advertise, execute, summarize)
- Stakeholder Consultation Summary Report

The summaries will be utilized to identify public concerns/comments and these will be addressed in the conceptual design report.

2. Can you expand upon the size of the survey crews and the hours they need for the field work?

FNI Response: Our survey subconsultant, Accura, provided survey costs on very short notice. We will ask for additional information and provide this information. We recognize the survey costs appear to be high and this is likely related to the timing, but also overlap of work items and tasks that were summed to obtain a total topographic survey cost. We will coordinate with the surveyor and will also request additional pricing from other firms to determine if other firms provide better pricing.

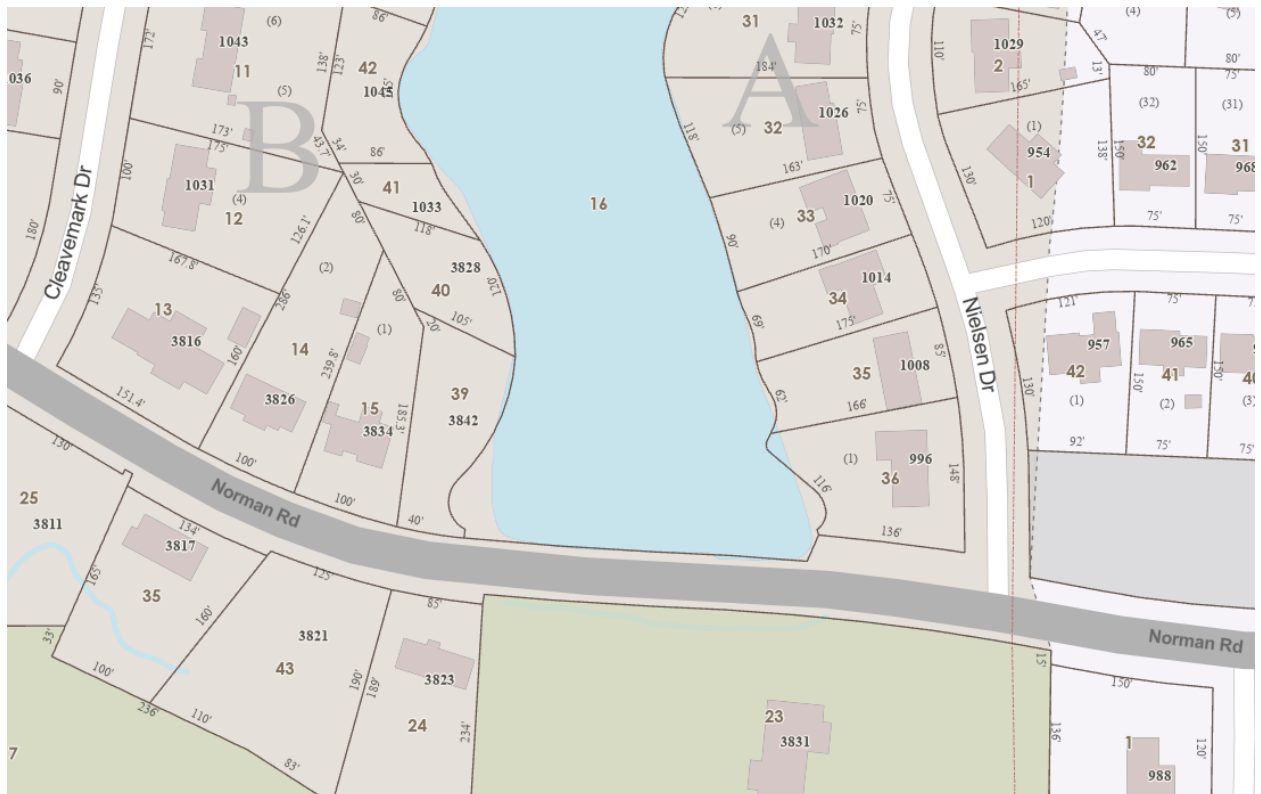
3. Can you explain why you think you need to survey 10 parcels for this project?

FNI Response: In the essence of time, Accura made an estimate based on a survey limits provided by FNI. Based on our research, it appears that boundary surveys are needed for the following 5 parcels:

- 18 096 27 039 (3842 Norman Road)
- 18 096 13 024 (3823 Norman Road)
- 18 096 27 016 (Clarkston Estates Lake owned by Clarkston Shores Corporation)
- 18 096 13 023 (Milam Park owned by the City of Clarkston)

- 18 096 27 036 (996 Nielsen Drive)

Note, that there are parcels along Cleavemark Drive that were subdivided to separate the portion adjoining the lake from the residential portion of the property. For example 3834 and 3842 belong to the same owner but are two parcels. While boundary surveys are likely only needed on 5 parcels (as noted above), we have some additional budget to deal with these more complex parcels if we need to tie into the original parcel surveys.



4. Can you shift hours away from the project manager to less expensive staff? If not, can you explain why the more expensive staff is necessary?

FNI Response: FNI could assign a less experienced staff member to perform project management duties, but with Charles as the PM you do gain some efficiency in executing the project while also performing PM duties. We transferred time to a less senior staff member for budget reviews to reduce these costs.

5. Can you clarify what is included in the consequence determination task?

FNI Response: A consequences analysis is typical after completing the dam breach model. The dam breach model is developed in HEC-RAS. Thereafter these results are imported into GIS and maps are developed to understand the impacts of the dam breach inundation zone. A list of roads and structures impacted are identified and population at risk/probable loss of life is estimated. Flood damages can also be assessed. These results are generally used when evaluating projects and lifecycle costs to determine risk and benefit:cost ratios.

6. Can you remove the additional services from the scope and fee?

FNI Response: Yes, these additional services were items that were suggested in FNI's Project Understanding and Implementation Plan or suggested by the surveyor. We can remove these costs, but wanted to initially provide them for your consideration.

7. Are you adding a mark-up on your subs? If so, how much and explain why?

FNI Response: Yes, there is a 15% markup on our subconsultants. This covers carrying insurance on their work and accounting and legal services that are generally included in our overhead portion of FNI's hourly labor costs. It is now typical to markup subconsultant's costs, but we have removed it for this project to reduce the cost.

8. Can you clarify if the public outreach scope of work includes a public outreach plan?

FNI Response: Yes, per question #1, the Public Outreach Plan is included.

9. The scope provided by the City requires monthly progress meetings. Why are we only providing 5 meetings in our fee?

FNI Response: The scope of work for the Concept Design includes additional Meetings with the City in anticipation discussing options and alternatives and was the rationale for only including 5 additional meetings. We have added 4 additional meetings plus the 3 proposed in the Concept Design phase to a total of 12 minutes plus the external kickoff meeting.

10. Can you clarify what the deliverables will be for the environmental and cultural work and what will be submitted to the agencies?

FNI Response: The deliverables for both the environmental and cultural resources work will be maps and reports that can be submitted at a later date US ACOE for jurisdictional determination and permitting (if needed). Waters of the US/Waters of

the State boundaries will be provided and can be used to estimate impacts or boundaries for no impacts.

11. Have you included hours to study environmental impacts to the lake as a result of the project? For example, what will the impact be to the fish if we drain the lake?

FNI Response: This is a common issue with most dam rehabilitation projects and will be addressed as part of the concept design. We have not included costs for sampling in the lake but lessons from prior projects will be used to identify and mitigate potential environmental issues.

12. Will meetings led by FNI include meeting notes?

FNI Response: Yes, meetings led by FNI will include meeting notes as a deliverable for each meeting.

13. The City has provided a lot of geotechnical data to FNI. Can any of that data be used in lieu of the geotechnical work proposed in our scope?

FNI Response: The existing geotechnical data can be reused, but FNI also questioned some of the SPT blow counts in the borings and are wondering if there was heave in the bottom of the boring due to water pressures. We proposed 8 borings but recognized we would adjust this once the project commences. If these borings and lab tests are not necessary, we will only bill the City for the portions of the work completed.

City of Clarkston, GA - Norman Road Dam Project 11/13/2025 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	\$ 402,958
	Special Services	\$ -
	Additional Services	\$ -
	Total Project	\$ 402,958

EXHIBIT A

			Labor																	Total Hours	Total Labor Effort
Basic, Special or Additional	Task	Task Description	Charles Crowell	Gregg Hudock	Jennifer Gaines	Patrick Wahl	Joy Chapman	Nathan Shelp	James McNash	Kyle Horsham	Thomas Burns	Kyle Jacobs	Ashley O'Neil	Bob Pence	Grant Brewer	Brad Kirksey	John Rutledge	Victor Vasquez			
Basic	000	Project Management																			
Basic		Internal kickoff meeting	1	1				1											3	\$ 771	
Basic		External kickoff meeting	2	2				2											6	\$ 1,543	
Basic		Additional Meetings (9)	18	18				18											54	\$ 13,883	
Basic		Maintain and monitor scope / schedule / budget	10								40								50	\$ 8,851	
Basic		Corporate Support											4						4	\$ 541	
Basic		Quality Management																		\$ -	
Basic		Develop quality management plan	1																1	\$ 286	
Basic		Quality Control reviews	8	8	8				8										32	\$ 8,924	
Basic		Quality Assurance reviews	1											1					2	\$ 670	
Basic	010	Existing Data Gathering/Review	8	4	4				4										20	\$ 5,607	
Basic	020	Field Activities																		\$ -	
Basic		Initial Site Visit	6				6												12	\$ 2,515	
Basic		Survey																		\$ -	
Basic		Legal/Boundary Survey	2																2	\$ 573	
Basic		Topographic & Tree Survey	2																2	\$ 573	
Basic		Sediment/Bathymetry Survey	2																2	\$ 573	
Basic		Subsurface Utility Engineering (SUE QL-B)	1				4												5	\$ 818	
Basic		Waters of the US, Buffer, T&E Species Survey	2																2	\$ 573	
Basic		Cultural Resources Survey	2																2	\$ 573	
Basic		Geotechnical Investigation																		\$ -	
Basic		Geotechnical Drilling/Investigation	4	2			20												26	\$ 4,473	
Basic		Laboratory Testing		1			1												2	\$ 469	
Basic		Data Report	1	1					1	1									4	\$ 1,050	
Basic	030	Hydrologic & Hydraulic Assessments																		\$ -	
Basic		Hydrologic Calculations			8		20	20											48	\$ 7,402	
Basic		Hydraulic Calculations			8		20	20											48	\$ 7,402	
Basic		Watershed Modeling	1	1	8			20											30	\$ 5,367	
Basic		Minimum Flow Analyses			8							8							16	\$ 3,503	
Basic		Dam Breach Analysis			8				40										48	\$ 7,867	
Basic		Consequences Determination	1		8			40											49	\$ 7,880	
Basic	040	Concept Design																		\$ -	
Basic		Existing Data Review Meeting with City	4	4	4														12	\$ 3,436	
Basic		Public Outreach & Stakeholder Meeting #1	4	4															8	\$ 2,488	
Basic		Solutions Brianstorming Session	2	2	2		2		2						2	2	2	2	18	\$ 4,908	
Basic		Alternatives Screening	2	2	2		20	20	4	20	20								90	\$ 14,673	
Basic		Concept Designs Development	2	1	4		20	20	4	20	20								91	\$ 14,811	
Basic		Concept Designs Review Meeting with City	4	4															8	\$ 2,488	
Basic		Concept Designs Analyses	2	1	8		20	40	8	20	20								119	\$ 19,634	
Basic		Concept Designs Plan and Section Drawings	2	2	8		8		8	8					80				116	\$ 25,712	
Basic		Concept Designs Cost	1	1	1		8	8											19	\$ 3,061	
Basic		Concept Designs Advantages & Disadvantages	2	2	2		8			2									16	\$ 3,294	
Basic		Meeting with City on Concept Designs	4	4															8	\$ 2,488	
Basic		Concept Design Refinement	2	1	2		2			2	2				20				31	\$ 7,025	
Basic		Public Outreach & Stakeholder Meeting #2	4	4															8	\$ 2,488	
Basic		Final Concept Design Refinement	2	1	2		2		2	2					20				31	\$ 7,025	
Basic		Draft Concept Design Report (Summary & Detailed)	8	4	4		20	20	4	20									80	\$ 14,542	
Basic		City Review and Comments	1	1															2	\$ 622	
Basic		Draft Final Concept Design Report (Summary & Detailed)	4	2	2		8		2	8					8				34	\$ 7,047	
Basic		City Review and Backcheck Comments	1																1	\$ 286	
Basic		Final Concept Design Report (Summary & Detailed)	2	1	1		4			1	4				2				15	\$ 3,071	
Basic		City Review & Acceptance	1																1	\$ 286	
Total Hours / Quantity			127	79	102	191	210	61	52	105	100	8	4	1	132	2	2	2	1,178		
Total Effort																				\$ 232,073	

City of Clarkston, GA - Norman Road Dam Project

11/13/2025

Detailed Cost Breakdown

Basic, Special or Additional	Task	Task Description	Miles	Total Expense Effort
Basic	000	Project Management		\$ -
Basic		Internal kickoff meeting		\$ -
Basic		External kickoff meeting		\$ -
Basic		Additional Meetings (9)		\$ -
Basic		Maintain and monitor scope / schedule / budget		\$ -
Basic		Corporate Support		\$ -
Basic		Quality Management		\$ -
Basic		Develop quality management plan		\$ -
Basic		Quality Control reviews		\$ -
Basic		Quality Assurance reviews		\$ -
Basic	010	Existing Data Gathering/Review		\$ -
Basic	020	Field Activities		\$ -
Basic		Initial Site Visit	50	\$ 35
Basic		Survey		\$ -
Basic		Legal/Boundary Survey	50	\$ 35
Basic		Topographic & Tree Survey	50	\$ 35
Basic		Sediment/Bathymetry Survey	50	\$ 35
Basic		Subsurface Utility Engineering (SUE QL-B)		\$ -
Basic		Waters of the US, Buffer, T&E Species Survey	50	\$ 35
Basic		Cultural Resources Survey	50	\$ 35
Basic		Geotechnical Investigation		\$ -
Basic		Geotechnical Drilling/Investigation	200	\$ 140
Basic		Laboratory Testing		\$ -
Basic		Data Report		\$ -
Basic	030	Hydrologic & Hydraulic Assessments		\$ -
Basic		Hydrologic Calculations		\$ -
Basic		Hydraulic Calculations		\$ -
Basic		Watershed Modeling		\$ -
Basic		Minimum Flow Analyses		\$ -
Basic		Dam Breach Analysis		\$ -
Basic		Consequences Determination		\$ -
Basic	040	Concept Design		\$ -
Basic		Existing Data Review Meeting with City	50	\$ 35
Basic		Public Outreach & Stakeholder Meeting #1	50	\$ 35
Basic		Solutions Brianstorming Session		\$ -
Basic		Alternatives Screening		\$ -
Basic		Concept Designs Development		\$ -
Basic		Concept Designs Review Meeting with City	50	\$ 35
Basic		Concept Designs Analyses		\$ -
Basic		Concept Designs Plan and Section Drawings		\$ -
Basic		Concept Designs Cost		\$ -
Basic		Concept Designs Advantages & Disadvantages		\$ -
Basic		Meeting with City on Concept Designs	50	\$ 35
Basic		Concept Design Refinement		\$ -
Basic		Public Outreach & Stakeholder Meeting #2	50	\$ 35
Basic		Final Concept Design Refinement		\$ -
Basic		Draft Concept Design Report (Summary & Detailed)		\$ -
Basic		City Review and Comments		\$ -
Basic		Draft Final Concept Design Report (Summary & Detailed)		\$ -
Basic		City Review and Backcheck Comments		\$ -
Basic		Final Concept Design Report (Summary & Detailed)		\$ -
Basic		City Review & Acceptance		\$ -
Total Hours / Quantity			750	
Total Effort			\$ 525	\$ 525

City of Clarkston, GA - Norman Road Dam Project

11/13/2025

Detailed Cost Breakdown

			Subconsultants				Total	
Basic, Special or Additional	Task	Task Description	Accura	TRC	United Consulting	Sycamore	Total Sub Effort	Total Effort
Basic	000	Project Management					\$ -	\$ -
Basic		Internal kickoff meeting					\$ -	\$ 771
Basic		External kickoff meeting					\$ -	\$ 1,543
Basic		Additional Meetings (9)					\$ -	\$ 13,883
Basic		Maintain and monitor scope / schedule / budget					\$ -	\$ 8,851
Basic		Corporate Support					\$ -	\$ 541
Basic		Quality Management					\$ -	\$ -
Basic		Develop quality management plan					\$ -	\$ 286
Basic		Quality Control reviews					\$ -	\$ 8,924
Basic		Quality Assurance reviews					\$ -	\$ 670
Basic	010	Existing Data Gathering/Review					\$ -	\$ 5,607
Basic	020	Field Activities					\$ -	\$ -
Basic		Initial Site Visit					\$ -	\$ 2,550
Basic		Survey					\$ -	\$ -
Basic		Legal/Boundary Survey	21,000				\$ 21,000	\$ 21,608
Basic		Topographic & Tree Survey	43,000				\$ 43,000	\$ 43,608
Basic		Sediment/Bathymetry Survey	10,000				\$ 10,000	\$ 10,608
Basic		Subsurface Utility Engineering (SUE QL-B)	10,000				\$ 10,000	\$ 10,818
Basic		Waters of the US, Buffer, T&E Species Survey			5,000		\$ 5,000	\$ 5,608
Basic		Cultural Resources Survey		8,000			\$ 8,000	\$ 8,608
Basic		Geotechnical Investigation					\$ -	\$ -
Basic		Geotechnical Drilling/Investigation			15,000		\$ 15,000	\$ 19,613
Basic		Laboratory Testing			22,000		\$ 22,000	\$ 22,469
Basic		Data Report			3,000		\$ 3,000	\$ 4,050
Basic	030	Hydrologic & Hydraulic Assessments					\$ -	\$ -
Basic		Hydrologic Calculations					\$ -	\$ 7,402
Basic		Hydraulic Calculations					\$ -	\$ 7,402
Basic		Watershed Modeling					\$ -	\$ 5,367
Basic		Minimum Flow Analyses					\$ -	\$ 3,503
Basic		Dam Breach Analysis					\$ -	\$ 7,867
Basic		Consequences Determination					\$ -	\$ 7,880
Basic	040	Concept Design					\$ -	\$ -
Basic		Existing Data Review Meeting with City					\$ -	\$ 3,471
Basic		Public Outreach & Stakeholder Meeting #1				16,680	\$ 16,680	\$ 19,203
Basic		Solutions Brianstorming Session					\$ -	\$ 4,908
Basic		Alternatives Screening					\$ -	\$ 14,673
Basic		Concept Designs Development					\$ -	\$ 14,811
Basic		Concept Designs Review Meeting with City					\$ -	\$ 2,523
Basic		Concept Designs Analyses					\$ -	\$ 19,634
Basic		Concept Designs Plan and Section Drawings					\$ -	\$ 25,712
Basic		Concept Designs Cost					\$ -	\$ 3,061
Basic		Concept Designs Advantages & Disadvantages					\$ -	\$ 3,294
Basic		Meeting with City on Concept Designs					\$ -	\$ 2,523
Basic		Concept Design Refinement					\$ -	\$ 7,025
Basic		Public Outreach & Stakeholder Meeting #2				16,680	\$ 16,680	\$ 19,203
Basic		Final Concept Design Refinement					\$ -	\$ 7,025
Basic		Draft Concept Design Report (Summary & Detailed)					\$ -	\$ 14,542
Basic		City Review and Comments					\$ -	\$ 622
Basic		Draft Final Concept Design Report (Summary & Detailed)					\$ -	\$ 7,047
Basic		City Review and Backcheck Comments					\$ -	\$ 286
Basic		Final Concept Design Report (Summary & Detailed)					\$ -	\$ 3,071
Basic		City Review & Acceptance					\$ -	\$ 286
Total Hours / Quantity			\$ 84,000	\$ 8,000	\$ 45,000	\$ 33,360		
Total Effort			\$ 84,000	\$ 8,000	\$ 45,000	\$ 33,360	\$ 170,360	\$ 402,958

EXHIBIT B

Professional Civil Engineering Services Conceptual Design Services Norman Road Dam (at Clarkston Estates Lake) Rehabilitation/Replacement Project

Question and Responses

1. Will FNI provide written responses to comments received during the public meetings?

FNI Response: Yes, our subconsultant, Sycamore, has budgeted to perform the following as part of the PIOH Meetings:

- Stakeholder Consultation Plan
- PIOH #1 (Prepare, advertise, execute, summarize)
- PIOH #2 (Prepare, advertise, execute, summarize)
- Stakeholder Consultation Summary Report

The summaries will be utilized to identify public concerns/comments and these will be addressed in the conceptual design report.

2. Can you expand upon the size of the survey crews and the hours they need for the field work?

FNI Response: Our survey subconsultant, Accura, provided survey costs on very short notice. We will ask for additional information and provide this information. We recognize the survey costs appear to be high and this is likely related to the timing, but also overlap of work items and tasks that were summed to obtain a total topographic survey cost. We will coordinate with the surveyor and will also request additional pricing from other firms to determine if other firms provide better pricing.

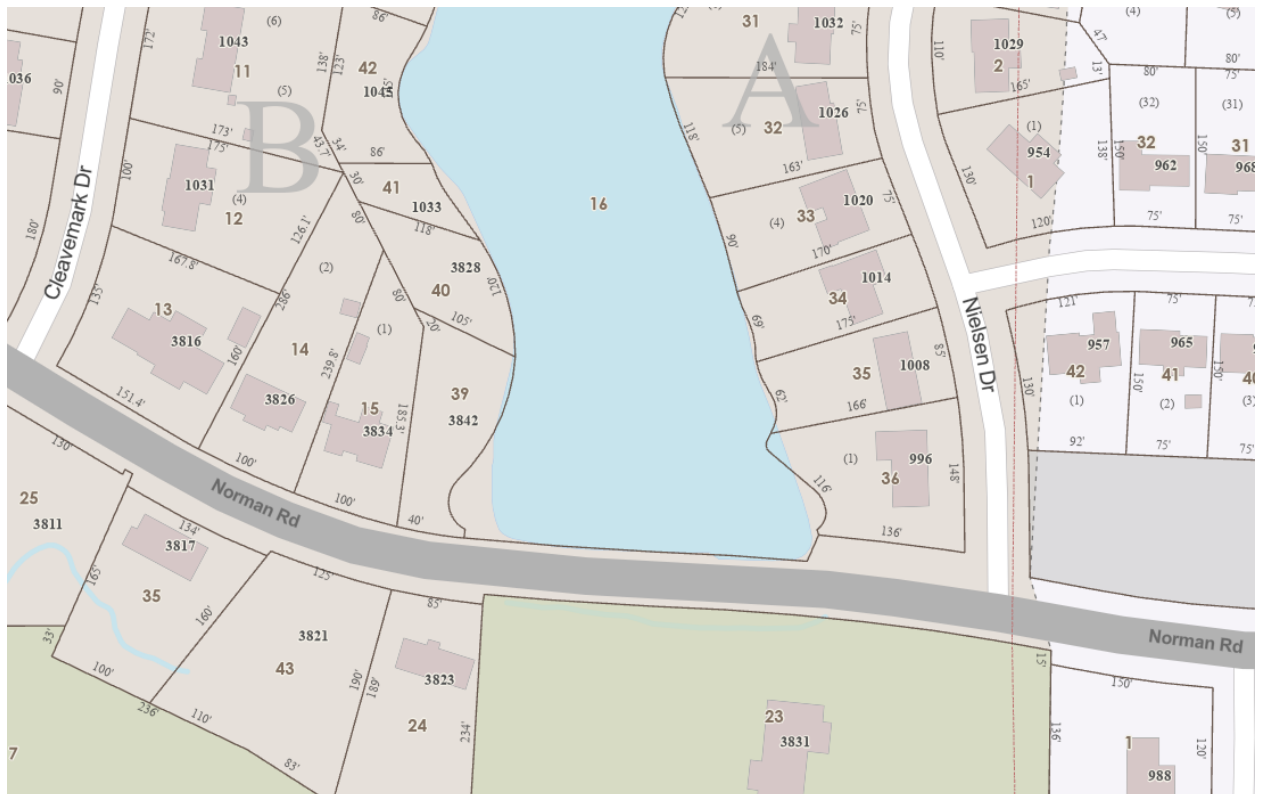
3. Can you explain why you think you need to survey 10 parcels for this project?

FNI Response: In the essence of time, Accura made an estimate based on a survey limits provided by FNI. Based on our research, it appears that boundary surveys are needed for the following 5 parcels:

- 18 096 27 039 (3842 Norman Road)
- 18 096 13 024 (3823 Norman Road)
- 18 096 27 016 (Clarkston Estates Lake owned by Clarkston Shores Corporation)
- 18 096 13 023 (Milam Park owned by the City of Clarkston)

- 18 096 27 036 (996 Nielsen Drive)

Note, that there are parcels along Cleavemark Drive that were subdivided to separate the portion adjoining the lake from the residential portion of the property. For example 3834 and 3842 belong to the same owner but are two parcels. While boundary surveys are likely only needed on 5 parcels (as noted above), we have some additional budget to deal with these more complex parcels if we need to tie into the original parcel surveys.



4. Can you shift hours away from the project manager to less expensive staff? If not, can you explain why the more expensive staff is necessary?

FNI Response: FNI could assign a less experienced staff member to perform project management duties, but with Charles as the PM you do gain some efficiency in executing the project while also performing PM duties. We transferred time to a less senior staff member for budget reviews to reduce these costs.

5. Can you clarify what is included in the consequence determination task?

FNI Response: A consequences analysis is typical after completing the dam breach model. The dam breach model is developed in HEC-RAS. Thereafter these results are imported into GIS and maps are developed to understand the impacts of the dam breach inundation zone. A list of roads and structures impacted are identified and population at risk/probable loss of life is estimated. Flood damages can also be assessed. These results are generally used when evaluating projects and lifecycle costs to determine risk and benefit:cost ratios.

6. Can you remove the additional services from the scope and fee?

FNI Response: Yes, these additional services were items that were suggested in FNI's Project Understanding and Implementation Plan or suggested by the surveyor. We can remove these costs, but wanted to initially provide them for your consideration.

7. Are you adding a mark-up on your subs? If so, how much and explain why?

FNI Response: Yes, there is a 15% markup on our subconsultants. This covers carrying insurance on their work and accounting and legal services that are generally included in our overhead portion of FNI's hourly labor costs. It is now typical to markup subconsultant's costs, but we have removed it for this project to reduce the cost.

8. Can you clarify if the public outreach scope of work includes a public outreach plan?

FNI Response: Yes, per question #1, the Public Outreach Plan is included.

9. The scope provided by the City requires monthly progress meetings. Why are we only providing 5 meetings in our fee?

FNI Response: The scope of work for the Concept Design includes additional Meetings with the City in anticipation discussing options and alternatives and was the rationale for only including 5 additional meetings. We have added 4 additional meetings plus the 3 proposed in the Concept Design phase to a total of 12 minutes plus the external kickoff meeting.

10. Can you clarify what the deliverables will be for the environmental and cultural work and what will be submitted to the agencies?

FNI Response: The deliverables for both the environmental and cultural resources work will be maps and reports that can be submitted at a later date US ACOE for jurisdictional determination and permitting (if needed). Waters of the US/Waters of

the State boundaries will be provided and can be used to estimate impacts or boundaries for no impacts.

11. Have you included hours to study environmental impacts to the lake as a result of the project? For example, what will the impact be to the fish if we drain the lake?

FNI Response: This is a common issue with most dam rehabilitation projects and will be addressed as part of the concept design. We have not included costs for sampling in the lake but lessons from prior projects will be used to identify and mitigate potential environmental issues.

12. Will meetings led by FNI include meeting notes?

FNI Response: Yes, meetings led by FNI will include meeting notes as a deliverable for each meeting.

13. The City has provided a lot of geotechnical data to FNI. Can any of that data be used in lieu of the geotechnical work proposed in our scope?

FNI Response: The existing geotechnical data can be reused, but FNI also questioned some of the SPT blow counts in the borings and are wondering if there was heave in the bottom of the boring due to water pressures. We proposed 8 borings but recognized we would adjust this once the project commences. If these borings and lab tests are not necessary, we will only bill the City for the portions of the work completed.



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	7E	New Business Items	

SUBJECT: To approve a resolution awarding a professional service agreement to the most responsive and responsible bidder, KB Advisory Group, to complete an Annexation Feasibility Study in the amount of \$87,000.00, to be funded out of the General Fund budget.

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Planning and Economic Development

PURPOSE:

IMPACT:

FUNDING SOURCE:

RECOMMENDATION:

Contract for Consulting Services

Between

CITY OF CLARKSTON, GEORGIA

And

Bleakly Advisory Group, Inc. d/b/a KB Advisory Group

For

ANNEXATION FEASIBILITY STUDY

This Agreement made and entered into this _____ day of _____, 20____; by and between City of Clarkston, Georgia ("City") of 736 Park North Blvd., Suite 120, Clarkston, GA 30021 and Bleakly Advisory Group, Inc. d/b/a KB Advisory Group ("Contractor"), having its principal place of business at 999 Peachtree Street, Suite 400, Atlanta, GA 30309.

WHEREAS, the City has caused a Request for Proposals (RFP) to be issued soliciting proposals from qualified contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with their full and complete RFP solicitation;

WHEREAS the Contractor submitted a response to the RFP - ANNEXATION FEASIBILITY STUDY; and

WHEREAS the Contractor's proposal was deemed by the City to be the most advantageous to the City.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1.0 Scope of Work

The Contractor agrees to provide all Services and comply with all requirements specified in the RFP and detailed in the Contractor's RFP response, a copy of which is attached hereto as "Exhibit A" and incorporated herein by reference. Contractor's performance shall be in full accordance with the terms and conditions of this agreement. The attached specifications are hereby made a part of this agreement by reference.

2.0 Payment

The City shall pay Contractor according to the amount set out in the Cost Proposal, a copy of which is attached hereto as "Exhibit B", for services rendered hereunder. Payments shall be made individually to the Contractor by the City according to monthly invoices that reflect the work completed that month, in addition to an initial retainer payment. City shall pay Contractor within thirty (30) days of receipt of such an invoice(s).

3.0 Price

The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as "Exhibit B" shall be firm throughout the term of this Contract. The total price for all services under this Contract shall not exceed Eighty-Seven Thousand Dollars (\$87,000).

4.0 Term

The term of this contract shall be for one (1) year from the beginning date first stated above, unless terminated sooner pursuant to the terms of this Agreement.

5.0 [Intentionally Deleted]

6.0 Extension

The basic period of performance for the completion of Contractor's actions is set forth in the Contractor's submittal. The City will determine the allowable period of performance and notify in a Notice to Proceed to Contractor of the same.

If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

7.0 Independent Contractor

The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Clarkston. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services.

Neither City nor Contractor has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on purportedly on behalf of the City without the express knowledge and prior written consent of the City.

8.0 Indemnification

To the extent allowed by law, Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from City's actions.

9.0 Insurance

The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate.

9.1 Contractor shall provide certificates of insurance evidencing the coverage upon request and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

10.0 Termination

10.1 Any other provisions of this agreement notwithstanding, each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default or breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). In addition, if at any time after commencement of the Services, the City shall, in its sole reasonable judgment, determine that such Services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained herein, the City may terminate this Agreement upon thirty (30) days written notice to the Contractor.

10.2 The City may terminate the agreement immediately without prejudice to any other right of action or remedy if the Contractor:

10.2.1 Becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the Contractor shall immediately notify the City of Clarkston Government of each occurrence.

10.2.2 After five (5) days written notice fails to:

- a) Maintain the required insurance, or;
- b) In any other manner to perform the requirements of the RFP.

11.0 Inclusion of Documents

The original bid document, any amendments thereto, and the Contractor's submittal in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and

the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFP, as amended, and the Contractor's submittal, the language in the former shall govern.

12.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

12.1 Federal Requirements.

12.1.1 Federal Compliance Regulations

Federal regulations apply to all City of Clarkston Government contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to:

1. Equal Employment Opportunity – The contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the
2. Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

13.0 Assignment

The Contractor shall not change the assignment of subcontractors, except to those firms as shown in the Contractor's submittal, in the whole or any part, without the City's prior written consent.

14.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

15.0 Drug-Free and Smoke-Free Workplace

15.1 A drug-free and smoke-free workplace will be provided for the Contractor's employees during the performance of this Agreement; and

15.2 The Contractor will secure from any subcontractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

15.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

15.3.1 The Contractor has made false certification herein; or

15.3.2 The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

16.0 Additional Terms

The City shall be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

17.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Contractor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Clarkston Government all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Clarkston Government pursuant hereto.

18.0 [Intentionally Deleted]

19.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

20.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, or inducement not contained herein.

21.0 Special Terms and Conditions

21.1 Contractor shall comply with copyright law and bear all responsibility for doing so.

21.2 All written work product designed for the City shall be jointly owned by both parties.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

City of Clarkston, Georgia:

By:

Title:

Name:

Date:

Approved as to form:

Stephen Quinn

Stephen G. Quinn, City Attorney

Bleakly Advisory Group, Inc. d/b/a KB Advisory Group:

By:

Title:

Name:

Date:

City of Clarkston Annexation Feasibility Study Proposal

clarkstonga.gov

Prepared for:



Response Prepared by:
Bleakly Advisory Group Inc. d/b/a



KB | ADVISORY GROUP

In Collaboration With



October 9, 2025



KB Advisory Group

999 Peachtree St NE
Suite 400
Atlanta, GA 30309

404.845.3550

City of Clarkston

Attn: City Manager's Office
1055 Rowland Street
Clarkston, GA 30021

Re: Proposal Submission – Clarkston Annexation Feasibility study (RFP #25-121)

Dear Selection Committee,

KB Advisory Group is pleased to submit this proposal to assist the City of Clarkston in conducting an Annexation Feasibility Study. We understand that Clarkston is at an important juncture as you to evaluate how strategic annexation could strengthen the City's fiscal stability, expand service capacity, and guide future growth while preserving the distinctive identity that makes Clarkston unique.

Our team brings a depth of experience that directly aligns with the scope of this assignment. KB Advisory Group has completed annexation, fiscal impact, and redevelopment feasibility studies across Georgia and the Southeast, helping communities understand issues including annexation feasibility. We have worked with cities as varied as McDonough, Decatur, and Lawrence, as well as numerous county and regional entities, evaluating boundary and service changes.

For this project, KB will lead all technical, fiscal, and land-use analyses, supported by The Pendleton Group and Senior Advisor Bill Floyd, former Mayor of the City of Decatur. Mayor Floyd's deep experience with annexation policy, intergovernmental relations, and community dialogue will provide Clarkston with a trusted voice familiar with both the technical and political dimensions of the process. Together, our team combines quantitative rigor with practical understanding, offering Clarkston an independent, data-driven assessment backed by decades of hands-on local government experience.

We view this assignment as a tool for your decision-making. The deliverables described in our proposal are designed to provide City leadership with clear fiscal projections, detailed boundary options, and a practical roadmap for implementation. Throughout the process, we will work closely with staff to ensure that the findings are accurate, transparent, and tailored to Clarkston's specific needs.

KB Advisory Group is a Georgia corporation, registered in 2001 under our original name, Bleakly Advisory Group. We operate as a Small Business Enterprise (SBE) certified by the City of Atlanta. I am sole owner and have the ability to bind our team under contract. The buck stops with me.

Please let me know if I can answer any questions. We look forward to working with you.

Sincerely,

Geoff Koski
President

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Forms and Fee	...Under separate cover



City of Clarkston LinkedIn

Tab 1 – Firm Introductions



City of Clarkston LinkedIn

Team Bios & Qualifications

Since its founding in 2001, **KB Advisory Group** (previously known as Bleakly Advisory Group) has focused on helping public and private sector clients understand how market forces impact their real estate and economic development aspirations.



KB | ADVISORY GROUP

The firm provides real estate and economic development consulting services to cities, counties, developers, community districts, nonprofits, and design firms across Georgia and the Southeast in all commercial real estate sectors, economic development, market analysis for urban planning, and public-private partnership creation.

KB's experience analyzing real estate development for a vast spectrum of clients gives it a unique perspective on the trends and a well-earned acumen in determining how to act successfully in the context of those trends.

KB understands the powerful connection between planning, real estate, and economic development and leverages unique community assets while building consensus around community goals for growth and progress.

KB plans are based on decades of experience among staff members, combined with the client and public expertise, to ensure “buy-in” from all the necessary partners responsible for the action.

KB's goal is to help clients maximize the benefits of their economic development and real estate activities within five core capability areas:

Real Estate Markets

Development Economics

Public Financing and Tax Increment Financing

Economic Impacts

Local Housing Analysis and Policy

The Pendleton Group

Connected. Resourceful. Creative.



- **Government Agencies**

We help government officials squeeze revenue out of public-private partnerships through creative financing and cost-saving technologies.

- **Private Enterprise**

We'll leverage our extensive network and broad-based insights to help you connect with the right players and get the job done.

- **Sustainable Development**

America's green economy is the next big thing. We'll leverage the success we've enjoyed in renewable energy and other sustainability arenas for your green initiative.

- **Real Estate Developers**

We help government recognize you as a partner, expediting permits, redirecting local opposition and reducing delays that result in costly overruns.

- **Nonprofit Organizations**

We'll assist in getting the right stakeholders around the table to serve as force multipliers for your nonprofit program or initiative.

- **Economic Development Organizations**

We support organizations in building and implementing strategies that promote economic development and inclusive growth.

www.pendletonatlanta.com

info@pendletonatlanta.com

Tab 2 - Team Qualifications



City of Clarkston LinkedIn

Team Qualifications

KB Advisory Group is one of Georgia's most experienced firms in conducting fiscal impact, feasibility, and redevelopment studies for local governments.

Acting as the prime consultant, KB has successfully managed more than 300 assignments for cities, counties, and development authorities across the state that combine rigorous economic and fiscal analysis with practical implementation strategies. Our experience demonstrates a consistent ability to guide municipal clients through complex analytical, political, and procedural processes while meeting deadlines and producing clear, defensible results.

Recent comparable projects include the City of McDonough Fiscal Impact and Annexation Feasibility Study (2018), which provided a ten-year fiscal model and parcel-level GIS analysis for multiple annexation areas. That study established McDonough's current annexation policy framework and remains a reference model for other Georgia municipalities.

More recently, KB served as the lead consultant for the Proposed City of Mulberry Feasibility Study (2023) evaluating whether a 25.9-square-mile area of unincorporated Gwinnett County could operate as a new city under Georgia law. KB's analysis integrated demographic, revenue, and service-cost modeling to determine fiscal viability and guided the drafting of the subsequent incorporation legislation. KB has also led similar assignments for the City of Decatur, City of East Point, Development Authorities, and Community Improvement Districts and Redevelopment Agencies across the Atlanta region. KB works frequently for DeKalb County, its Cities, its Authorities, and its Districts.

As prime contractor, KB manages all aspects of project execution, including fiscal modeling, GIS data integration, stakeholder engagement, and intergovernmental coordination. Each project is led by a principal who remains directly involved from inception to delivery, ensuring continuity and accountability. Our firm's project management systems, including biweekly coordination meetings, detailed progress logs, and fully transparent analytical models, reflect the same standards proposed for the Clarkston study.

For this engagement, KB will be joined by The Pendleton Group, serving as a subconsultant and strategic advisor. The Pendleton Group is a respected Georgia-based consultancy specializing in public-sector strategy and intergovernmental affairs. Senior Advisor Bill Floyd, former Mayor of Decatur, brings more than two decades of municipal leadership and hands-on experience with annexation and boundary policy. His participation adds practical insight into community relations, governance transitions, and implementation planning, complementing KB's fiscal and technical expertise.

Together, KB Advisory Group and The Pendleton Group form a proven, locally grounded team uniquely qualified to deliver the City of Clarkston's Annexation Feasibility Study on time, on budget, and with exceptional analytical and policy depth.

Relevant Experience

City of McDonough, GA Fiscal Impact and Annexation Feasibility Study

Year Complete: 2018

The City of McDonough engaged KB Advisory Group by to conduct a detailed Fiscal Impact and Annexation Feasibility Study to evaluate how potential boundary expansions and new development would affect the City's financial position and service delivery responsibilities. At the time, McDonough was experiencing strong development pressure along its northern and western edges and sought an independent, data-driven analysis to determine whether annexation of several unincorporated areas would be fiscally beneficial and operationally sustainable.

The study began with a comprehensive review of the City's existing fiscal structure and service delivery model. KB analyzed three years of McDonough's budget and audit data to establish a baseline understanding of revenues and expenditures by department. This included a thorough assessment of police, fire, public works, sanitation, and general administrative services to determine average and marginal costs per household, per acre, and per lane mile of roadway. Through interviews with department heads and review of the City's capital improvement plans, KB identified both latent service capacity and areas where annexation would necessitate additional staff, vehicles, or infrastructure.

Parallel to the fiscal review, KB developed a parcel-level land use and tax digest database using Henry County tax assessor records, zoning data, and GIS mapping. Each of the proposed annexation areas was characterized by land use composition, assessed value, and development potential. The team then built multiple build-out scenarios reflecting differing rates of residential and commercial absorption. These scenarios were used to forecast changes in the tax digest and to project long-term fiscal performance under alternative growth trajectories.

Using these inputs, KB prepared a ten-year fiscal impact model in Microsoft Excel, projecting annual revenues, expenditures, and net fiscal outcomes for each annexation area. The final deliverables included a comprehensive report, detailed GIS mapping, and live Excel workbooks that allowed City staff to adjust assumptions and test new development scenarios. KB presented findings to the City Council in a public session, explaining both the fiscal outcomes and the practical implications for service delivery and infrastructure planning.

The results of the McDonough study gave City leaders a clear, quantitative basis for making annexation decisions and negotiating with property owners.

Client Contact:

Rodney C. Heard

City of McDonough

Community Development Director

rheard@mcdonoughga.org

Office: 678-782-6241 Ext. 6241

Mobile: 678-614-1908

Relevant Experience

Proposed City of Mulberry Feasibility Study

Client: Office of State Representative and House Majority Leader Chuck Efstration

Year Complete: 2024

KB Advisory Group was retained by the Office of State Representative and House Majority Leader Chuck Efstration to conduct a fiscal feasibility study for the proposed City of Mulberry in northeastern Gwinnett County. The assignment required KB to evaluate whether the proposed 25.9-square-mile unincorporated area could sustain municipal operations under Georgia law without levying a city property tax. The resulting report provided state and local leaders with a clear, data-driven determination of the proposed city's fiscal viability and service delivery capacity.

The study began with a comprehensive demographic and economic profile of the proposed city area. KB analyzed population, household composition, income levels, housing characteristics, and employment patterns. KB also developed a parcel-level GIS database of more than 14,500 tax parcels from Gwinnett County records to quantify the local tax base, land use composition, and potential for future growth.

KB then conducted a rigorous fiscal analysis to estimate both revenues and expenditures for a hypothetical city of Mulberry. Drawing on the Georgia Department of Community Affairs' Report of Local Government Finances and peer data from 16 comparable municipalities, the team modeled revenue potential from the Title Ad Valorem Tax (TAVT), insurance premium taxes, business and occupational licenses, and regulatory fees.

On the expenditure side, KB evaluated start-up and annual operating costs for the proposed service portfolio, including general administration, planning and zoning, protective inspections, and stormwater management. All cost assumptions were benchmarked against peer city budgets and adjusted for Mulberry's larger land area and suburban service pattern.

The analysis determined that Mulberry could operate with approximately \$6.6 million in annual expenditures, supported by \$7.9 million in general revenues and \$1.5 million in enterprise revenues, thereby producing an estimated annual surplus of \$1.3 million. The findings provided clear, objective evidence of the proposed city's fiscal viability and guided legislators in advancing the incorporation bill.

Client Contact:

State Rep. Chuck Efstration
Capitol Room 338, State Capitol,
Atlanta, GA 30334
Phone: 404 656-5052
chuck.efstration@house.ga.gov

City of Tucker, GA Economic Development Strategic Plan



City of Tucker Economic Development Strategic Plan

In **March 2023**, KB Advisory Group completed the City of Tucker, Georgia's Economic Development Strategic Plan (EDSP), which represents the first plan of its kind for the city. The EDSP is a foundational document for Tucker's Economic Development Department, as it identifies Tucker's existing assets, considers a five-year economic outlook, establishes the economic vision, and provides strategies and implementation steps to achieve the outlined goals.

The creation of this plan was inclusive of input from Tucker's citizens, businesses, local and regional partners, City staff and leadership, and mayor and council. The plan determined that the City of Tucker benefits from its geographic position within the growing Atlanta metro - the location enables Tucker to bolster its economic base, in keeping with the goals identified in the Tucker Tomorrow Comprehensive Plan.

Demographic trends revealed Tucker's many strengths, including a well-educated workforce, high-earning households, and racial and ethnic diversity. Additionally, Tucker citizens identified Tucker's strengths in access to greenspace, a relatively low cost of living, a strong sense of community, and authentic old-town charm within Tucker's Downtown core.

The existing industries within Tucker are diverse and serve as critical assets to a resilient local economy grounded by the existing employment cores.

At the culmination of the demographic and economic analysis, review of the City of Tucker plans and guiding documents, and extensive community input, target industries were identified and represent areas of opportunity for attention and action, in order to sustainably propel Tucker's local economy through the next five years.

This successful EDSP was an outgrowth of the assistance KB provided Tucker in moving toward achieving the City's economic development goals by supporting detailed discussions with the Northlake Mall redevelopment. KB helped define a clear request for monetary project support from public entities by facilitating conversations among City staff, the Northlake owner, and the Tucker Downtown Development Authority. KB President, Geoff Koski, directed the project, Tate Davis managed the day-to-day operations, assisted by Gabby Oliverio, KB Consultant. Urban Pulse served as a subcontractor to KB.

Client Contact

John McHenry

City of Tucker
City Manager
1975 Lakeside Parkway, Suite 350
Tucker, GA , 30084
470-568-2084

Tab 3 - Team Experience



City of Clarkston LinkedIn

KB ADVISORY GROUP

999 Peachtree Street NE
Suite 400
Atlanta, GA 30309
www.kbagroup.com

Geoff Koski
President
geoff@kbagroup.com
404.845.3550



Bleakly Advisory Group, Inc. is a Georgia S-Corp incorporated in 2001. Founder Ken Bleakly sold the firm to Geoff Koski in 2017. Since 2021 the firm has officially been recognized by Fulton County as “doing business as” KB Advisory Group and is currently certified by the City of Atlanta as a Small Business Enterprise (SBE).

KB employs seven full-time staff members and numerous interns who work out of its only office in Midtown Atlanta, GA.

Approximately half the KB staff members are certified AICP by the American Planning Association (APA). While the others are not AICP certified, each is a real estate and economic development planning expert.

Geoff Koski

KB Advisory Group

President and Owner

Geoff Koski leads the 10-person real estate and economic development consulting firm **KB Advisory Group**. Geoff has over 20 years of experience researching, analyzing, and reporting real estate and community development trends across the U.S. His expertise facilitates clients' wide-ranging real estate and economic development advisory needs.

Geoff and his team typically focus on work in Georgia, assessing local housing markets, economic and fiscal impacts of new real estate projects, and developing strategies for their implementation. Projects include numerous types of residential, commercial, and mixed-use. Geoff often assists public and private sector clients in maximizing the value of their real estate and development opportunities and helping Georgia cities create and use tax allocation districts (TADs).

Geoff is frequently cited in the press and at professional events as a local real estate development expert and participated as the market analyst on prestigious Urban Land Institute (ULI) Advisory Service Panels.



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Relevant Project Experience

- *Decide DeKalb Strategic Economic Development Plan (Current), Principal-in-Charge*
- *City of East Point Economic Development Strategic Plan (2025), Director & Principal-in-Charge*
- *City of Fairburn Economic Development Strategic Plan (2024), Principal-in-Charge*
- *City of Tucker Economic Development Strategic Plan (2023), Principal-in-Charge*
- *Atlanta Regional Commission Agencywide Policy Framework and Comprehensive Economic Development Strategy (CEDS) Update (2022), Director & Principal-in-Charge*

Community Work

Urban Land Institute (ULI)

- Full Member
- National Product Council – Redevelopment and Reuse
- National Advisory Service Panels
- ULI Atlanta
 - Advisory Board
 - Center for Leadership (2016)
 - Chair – UrbanPlan Committee
- Atlanta Regional Commission (ARC)
 - Regional Leadership Institute (RLI), 2021

Prior Professional Experience

- Founder - Market Transects
- Director of Consulting - Robert Charles Lesser & Co. (RCLCO)

Bill Floyd was one of the longest-serving mayors in metro Atlanta. Elected to the commission in 1991, he served as mayor pro-tem from 1994 to 1997 and as Decatur's mayor from 1999 until 2013. Floyd has been involved in leadership position with several other civic organizations. He was elected president of the Georgia Municipal Association (GMA) in 2009 and served as president through 2010.



- While leading the GMA, he chaired the Transportation Policy Committee and joined the Municipal Government Policy Committee. He is also a past president of the Metro Atlanta Mayors' Association (MAMA).
- Bill currently serves on the Atlanta Regional Commission (ARC), where he is a member of the Transportation and Air Quality Committee, Policy Committee, and Atlanta Regional Workforce Board.
- He is a graduate of Leadership DeKalb and an active member of the Decatur First United Methodist Church. He also serves on the Board of Directors of Decatur First Bank and the Decatur Education Foundation. He is a former chair of the DeKalb Rape Crisis Center Board.
- Bill earned the Bronze Star for Service in the U.S. Army, where he enlisted in 1969 and performed with tours in Japan and the Republic of Vietnam. He was honorably discharged in 1972 with the rank of Captain.
- A graduate of Auburn University, Bill is president of W F. Floyd Construction, specializing in water and waste-water systems. He also earned his Masters of Business Administration from Georgia State University.

Jonathan Gelber, AICP

KB Advisory Group

Vice President

Jonathan Gelber brings a unique cross-disciplinary approach and a professional and educational background that combines real estate, business, planning, and transportation.

His planning and real estate background is well-suited for projects that bridge the idealism of planning with real estate's economic and financial requirements. Jonathan specializes in real estate, urban planning, economic development, transportation planning, and policy.

He has managed projects for KB Advisory Group, including city-wide housing studies, Livable Centers Initiative (LCI) community redevelopment planning, real estate market analyses for private and public-sector clients, economic impact and development strategies for numerous community improvement districts (CIDs) in the Atlanta metro area, and transit and transportation land use analysis, economic development analysis, and demographic forecasting.

Jonathan's personal career highlight was helping to start the New York City bicycle network in 1992 that now sports over 1,300 miles of bike lanes.



Relevant Project Experience

- City of Savannah, GA – Inclusionary Zoning Economic Assessment & Best Practices
- Downtown Atlanta – Central Atlanta Progress Economic Development Strategic Implementation Project
- Gwinnett County Comprehensive Housing Study
- Gateway85 Economic Development Strategic Implementation
- North DeKalb Mall – TAD Redevelopment Plan
- Town Center CID Economic Development Strategic Implementation Project

Prior Professional Experience

- Department of Planning - City of Atlanta, GA
- Transportation Planning Consultant – Atlanta, GA
- North Carolina State University Transportation – Raleigh, NC

Education

- Master of City Planning, Columbia University, NYC
- MS Real Estate, Georgia State University, Atlanta, GA
- Bachelor of Arts, Reed College – Portland, OR



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Trevor Butler

KB Advisory Group

Senior Consultant

Trevor Butler joined KB Advisory Group in 2022. His work at the firm has included research and analysis for a variety of projects including several city- and county-wide housing studies, site specific market studies, redevelopment plans for Tax Allocation Districts (TADs), economic impact analyses, and fiscal cost-benefit analyses.

Trevor is deeply interested in housing issues, and his work aligns with his desire to identify sound community-tailored housing strategies that can support sustainable community and economic development.

Prior to becoming a professional in the planning and real estate industry, he worked in New York City as a supportive housing case manager for the Center for Urban Community Services where he assisted formerly homeless clients onsite at a permanent supportive housing development.



Relevant Similar Experience

- Mixed Use and Residential Real Estate Market Analysis – Various Private Sector Clients
- City of Dacula, GA – Downton Mixed Use Real Estate Market Analysis (2025)
- Bulloch County Workforce Housing Needs Assessment and Strategy, Cashiers, NC (2024)
- Believe Greater Dalton Housing Opportunity Analysis (2018 and 2023)
- City of Cedartown Citywide Housing Study (2023)
- Sugar Hill Citywide Housing Study and Needs Analysis (2021-2022)
- Citywide Housing Market Study, Johns Creek, GA (2022)
- The City of Dahlonega Comprehensive Citywide Housing Market Study, Needs Analysis, and Strategy Development (2022)

Education

- Master of City and Regional Planning, Georgia Institute of Technology
- Bachelor of Science, University of Georgia



KB | ADVISORY GROUP

Leland Alexander

KB Advisory Group

Analyst

Leland Alexander joined KB Advisory Group as an Analyst after completing his Undergraduate Economics Research project on the Determinants of Business Location in Douglas County. With Leland's background in business administration and local government, he brings creative market strategies for economic development organizations, and businesses to reach their growth goals – while effectively coordinating with their respective communities.

Relevant Similar Experience

- Decide DeKalb Strategic Economic Development Plan (Current), Analyst
- Park Place Market Study (Current), Analyst
- Town Center CID Economic Impact Study (Complete), Analyst
- Gateway Marietta CID Master Plan (Current), Analyst
- Buckhead Coalition Impact Study Update (Current), Analyst
- City of Dahlonega Revitalization Plan (Adopted), Analyst

Services Provided:

- Conducted and analyzed demographic, economic, and real estate and housing data
- Performed analyses related to peer region comparisons



Prior Professional Experience

- Operations Finance Analyst, City of Hope Atlanta – Newnan, GA
- Community Outreach Coordinator, Douglas County Board of Commissioners – Douglasville, GA
- Undergraduate Economics Research Assistant, University of West Georgia – Carrollton, GA
- Public Relations Consultant, Douglas County Board of Commissioners – Douglasville, GA
- Intern, Douglas County Board of Commissioners – Douglasville, GA

Education

- Bachelor of Arts in Business Administration – Economics, University of West Georgia
- Basic Economic Development Certificate, International Economic Development Council – Georgia Tech
- Entrepreneurship Essentials Series, University of Georgia Business Development Center



KB | ADVISORY GROUP

Tab 4 - Technical Approach



City of Clarkston LinkedIn

Project Approach

The City of Clarkston seeks to undertake a comprehensive evaluation of potential annexation areas to determine the fiscal, service, and land-use implications of expanding its municipal boundaries.

This study will provide City leadership with clear, data-driven findings that support informed decision-making about annexation and its impact on Clarkston’s long-term fiscal stability, service delivery, and community identity.

KB Advisory Group brings extensive experience in annexation and fiscal impact studies across the Atlanta metropolitan region, including recent assignments for the Cities of McDonough, Decatur, and East Point, as well as DeKalb and Fayette Counties. Our familiarity with local tax structures, service delivery models, and intergovernmental dynamics in DeKalb County ensures that our analysis will be grounded in both quantitative rigor and practical understanding.

The Pendleton Group, led by former Decatur Mayor Bill Floyd, will serve as strategic advisor, providing insight on intergovernmental coordination, annexation policy, and community relations. Together, our team combines the technical depth of an economic consultancy with the institutional knowledge of practitioners who have implemented annexations and managed local government services firsthand.

Consistent with the City’s stated goals, this study will not only determine the fiscal feasibility of annexation but also recommend a strategic path forward that supports balanced growth, preserves service quality, and enhances fiscal sustainability.

KB Advisory Group will serve as the overall project manager and primary point of contact for the City, responsible for coordination, documentation, and quality control. KB will maintain a **Project Coordination Log** and update the schedule biweekly to ensure accountability and transparency throughout the engagement.

The Pendleton Group will serve as senior policy and liaison advisor, ensuring that intergovernmental and community considerations are incorporated into the study.

The scope of work provided below is grounded on three principles:

- 1. Analytical rigor**
- 2. Authentic community engagement**
- 3. Implementation-ready strategy**



Scope of Work

Task 1. Project Initiation, Orientation, and Stakeholder Interviews

The project will begin with an orientation phase designed to ensure a shared understanding of the City's goals, expectations, and current conditions.

KB Advisory Group and Pendleton will convene a kickoff meeting with the City Manager, senior staff, and the designated project liaison to review objectives, confirm the project schedule, and establish a communication plan. During this meeting, the team will also identify data sources, define annexation study areas, and agree on the format for regular biweekly progress meetings, as required under the RFP.

To ground the study in operational reality, KB will conduct a series of structured interviews with department heads, elected officials, and other relevant stakeholders. These interviews will include representatives from Police, Public Works, Finance, Community Development, and Administration, and where appropriate, from DeKalb County departments that provide shared or contracted services. The discussions will clarify existing service capacities, coverage boundaries, capital needs, and the potential effects of annexation on service delivery.

Following these meetings, KB will prepare a Project Management Plan outlining milestones, deliverables, responsibilities, and review points. The plan will also include an annotated data inventory identifying all datasets and materials needed for subsequent analysis.

KB will maintain and update the project schedule biweekly and will document all meetings with agendas, attendance, and summary notes in a Project Coordination Log shared regularly with the City.

Finally, the KB–Pendleton team will conduct a field tour of the potential annexation areas to verify mapping accuracy, observe infrastructure and land-use patterns, and establish a common frame of reference for evaluating fiscal and operational impacts.

The outcome of this task will be a clearly defined work plan, an established rhythm of communication, and a nuanced understanding of the City's service delivery context.

Task 2. Fiscal and Service Baseline Analysis

This task will document how the City of Clarkston currently generates and allocates revenues, and how each major service department would be affected by potential boundary expansion. KB will review at least three years of budget and audit data to determine cost structures, service levels, and operating capacities. Through interviews conducted in Task 1, the team will **identify which services have available capacity and which would require additional personnel, equipment, or capital investment under annexation.**

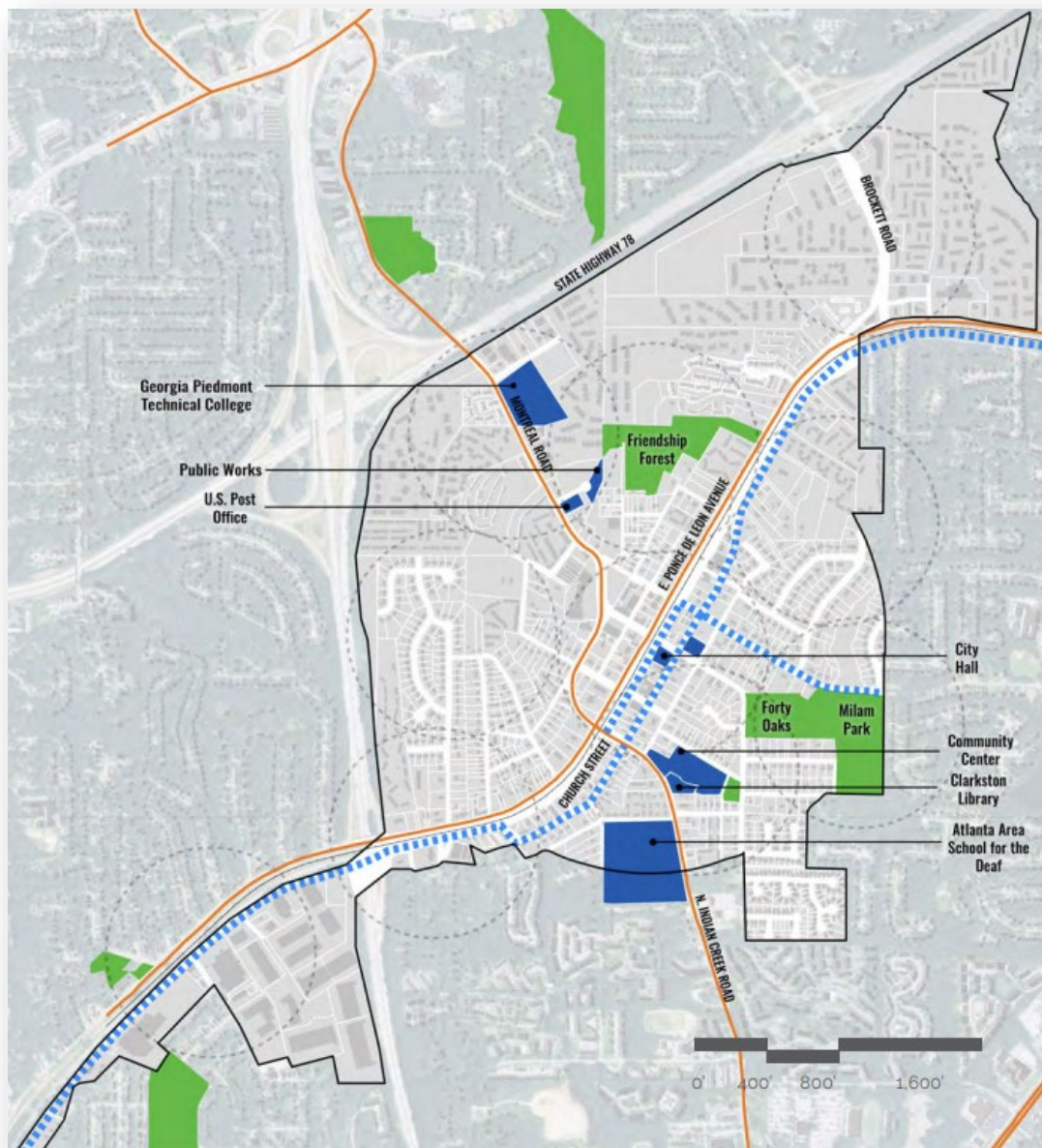
KB will distinguish between average and marginal costs to produce a complete picture of fiscal impact potential. The **average cost analysis** will quantify per-unit expenditures (for example, per resident or per lane mile) across all departments, while the **marginal cost analysis** will isolate the incremental costs directly tied to expanding City services. These dual measures will ensure that future fiscal modeling captures both current spending efficiency and potential new obligations.

Scope of Work

Task 2. Fiscal and Service Baseline Analysis (Continued)

The team will develop a **department-by-department matrix** summarizing expenditures, staffing, and key cost drivers, and will identify any capital plans or contractual arrangements that influence future service capacity. KB will also document the City's current debt position and bonding capacity to assess how annexation could affect future borrowing and debt management.

The result of this phase will be a detailed **Fiscal and Service Baseline Memorandum** summarizing the City's cost structure, service readiness, and capacity for expansion. This document will serve as the foundation for the fiscal modeling in later tasks.



Scope of Work

Task 3. Land Use and Tax Digest Evaluation

KB will build a comprehensive parcel-level database for each potential annexation area, incorporating information from DeKalb County tax assessor records, GIS shapefiles, and City planning documents. Each parcel will be coded for land use, zoning, ownership, and assessed value, allowing aggregation of data by area and property type.

This analysis will **establish the current composition of the tax digest** and evaluate the mix of residential, commercial, industrial, and exempt properties. KB will assess infrastructure conditions, street connectivity, and the presence of underutilized or redevelopment-prone sites. The Pendleton Group will support this analysis by reviewing each area's consistency with the City's Comprehensive Plan and zoning ordinance, identifying where policy alignment or rezoning may be necessary.

To **forecast future fiscal potential**, KB will model one or more build-out scenarios to estimate likely changes in assessed value and land-use composition over the next decade. These scenarios will reflect local market trends and will consider the City's goals for a balanced and diversified tax base.

The outputs will include a GIS-based Land Use and Property Database, annexation area maps, and a set of Annexation Area Profiles summarizing demographic, economic, and tax digest characteristics. As work progresses, all mapping and data products will be shared in both PDF and ArcGIS shapefile formats to ensure compatibility with the City's systems.

Task 4. Fiscal Impact Analysis

The fiscal impact analysis will quantify the projected revenues, expenditures, and net fiscal outcome of annexing each potential area. KB will develop a **ten-year projection model** for each area and for the combined annexation scenario, incorporating both existing land use and projected development potential.

On the revenue side, the analysis will estimate incremental proceeds from property taxes (real and personal), franchise and utility taxes, sales and use taxes, service fees, permits, and fines. On the expenditure side, KB will calculate the incremental cost of providing City services, including general government, public safety, public works, and enterprise services, along with any one-time capital outlays. The analysis will identify "break-even" points, where revenues offset costs, and will assess sensitivity to changes in population growth, valuation rates, and service costs.

The fiscal model will be developed in Microsoft Excel with fully transparent assumptions and formulas, enabling City staff to adjust key variables in the future. A Preliminary Fiscal Impact Memorandum will be produced midway through the project to support early discussions with DeKalb County, followed by a comprehensive Fiscal Impact Report summarizing results, methodology, and findings in a format suitable for City Council presentation.

All fiscal modeling will be provided in live Microsoft Excel format. However, KB Advisory Group cannot warrant or certify analysis or results generated after project completion.

Scope of Work

Task 5. Annexation Area Evaluation and Boundary Recommendations

Using the fiscal results and parcel data, KB will evaluate each annexation area based on fiscal performance, service feasibility, infrastructure considerations, and community alignment. The analysis will balance fiscal sustainability with administrative practicality, ensuring that boundary recommendations are both efficient and defensible.

The team will identify logical boundary configurations that promote service continuity and avoid jurisdictional fragmentation. The Pendleton Group will advise on potential intergovernmental agreements or shared-service arrangements that could improve efficiency. Each alternative will be analyzed for its long-term fiscal impact, service cost implications, and alignment with community and planning goals.

The results will be presented in a Boundary Evaluation Matrix summarizing fiscal, operational, and policy advantages and disadvantages for each area. All mapping outputs will be provided in PDF and ArcGIS formats as they are completed, in keeping with City requirements.

Task 6. Implementation Strategy and Policy Framework

The implementation phase will translate analytical findings into a clear roadmap for action.

KB and The Pendleton Group will outline the steps necessary for the City to pursue annexation, including compliance with Georgia's statutory procedures, preparation of necessary resolutions, and coordination with DeKalb County.

The plan will assess potential funding mechanisms to support annexation-related infrastructure, including use of SPLOST, grants, or value-capture tools such as Community Improvement Districts.

The implementation plan will also include a **Mitigation and Transition Framework** to address service overlaps, tax rate harmonization, and communication with affected property owners. The resulting document will function as a practical decision-making tool for City leadership, presented in plain language and designed for discussion in both administrative and public settings.

Task 7. Presentation and Engagement

Throughout the project, KB will maintain consistent communication with City staff, submitting interim updates and revised schedules every two weeks. The team will present preliminary findings at a City Council work session and deliver a final presentation summarizing fiscal, service, and boundary recommendations. Each presentation will be accompanied by visual materials and executive summaries written for a non-technical audience, ensuring that elected officials and community members can easily interpret the findings.

At each presentation milestone, KB will provide an updated project status report, including schedule progress and next steps.

Scope of Work

Task 8. Final Report and Data Delivery

Upon completion, KB will prepare a comprehensive Final Annexation Feasibility Report documenting all findings, assumptions, methodologies, and recommendations. Thirty printed copies will be provided to the City, along with a complete set of digital files, including editable Microsoft Word, Excel, and ArcGIS formats, and graphics in PDF and vector versions.

All data, charts, and graphics developed under this contract will become the property of the City of Clarkston upon final acceptance.

Project Timing

The Clarkston Annexation Feasibility Study will be completed over approximately **20 weeks** following Notice to Proceed. This duration allows adequate time for data collection, departmental coordination, fiscal modeling, and City review at each milestone while maintaining steady project momentum.

During Months 1 and 2, KB Advisory Group will focus on project initiation, stakeholder interviews, and establishing a detailed understanding of current fiscal and service conditions.

The fiscal and service baseline analysis and initial land-use and tax digest evaluation will begin concurrently and continue into Month 3.

By Month 3, the team will be developing the fiscal impact model, incorporating findings from the baseline analysis and property database. This modeling effort will extend through Month 4, culminating in a preliminary memorandum for staff review.

In Months 4 and 5, KB will refine the annexation area boundaries, test alternative scenarios, and prepare the implementation strategy and policy framework. The final phase will include preparation of the comprehensive report, data handoff in all required formats, and formal presentations to the City Council.

Throughout the 20-week period, KB will hold biweekly coordination meetings with City staff, providing schedule updates and interim deliverables as specified in the RFP. This structure ensures that the project remains transparent, on schedule, and responsive to City input from start to finish.

Clarkston Annexation Study										
2025-26	Month:	1	2	3	4	5				
Task 1. Project Initiation, Orientation, and Stakeholder Interviews										
Task 2. Fiscal and Service Baseline Analysis										
Task 3. Land Use and Tax Digest Evaluation										
Task 4. Fiscal Impact Analysis										
Task 5. Annexation Area Evaluation and Boundary Recommendations										
Task 6. Implementation Strategy and Policy Framework										
Task 8. Final Report and Data Delivery										

Cost Proposal



City of Clarkston Annexation Feasibility Study Proposal

clarkstonga.gov

Response Prepared by:
Bleakly Advisory Group Inc. d/b/a



KB | ADVISORY GROUP

In Collaboration With





Clarkston Annexation Study – Proposed Professional Fees

The proposed total fixed-price fee for the City of Clarkston Annexation Feasibility Study is \$87,000, inclusive of all professional labor, project administration, data acquisition, and production costs.

This fee reflects the level of technical rigor, coordination, and deliverable quality outlined in the RFP, and it is based on an estimated 416 professional hours across KB Advisory Group and The Pendleton Group.

The Pendleton Group, led by former Decatur Mayor Bill Floyd, will contribute approximately 76 hours (22 percent of total labor) focused on strategic advisory support, intergovernmental coordination, and review of implementation and policy recommendations. The Pendleton Group's experience with local government operations, service transitions, and annexation planning will ensure that recommendations are grounded in practical governance considerations and reflect best practices from comparable Georgia municipalities.

The distribution of hours across tasks reflects the intensity of analysis required during the middle phases of the study.

KB Advisory Group proposes a lump-sum, fixed-fee contract with invoicing on a monthly basis, tied to percent completion of tasks. This structure provides cost certainty for the City while ensuring flexibility for adjustments that may arise from data availability or coordination needs. No travel or administrative markups are included beyond this fee, and all work will be completed within the 20-week schedule proposed.

The \$87,000 total represents a cost-effective, all-inclusive approach to delivering a thorough, transparent, and locally informed annexation feasibility study.

Clarkston Annexation Study	KB Advisory Group	Pendleton	Total Cost by Task	% of Total
Tasks by Firm Hours				
Hourly Billing Rates	\$200	\$250		
Task 1. Project Initiation, Orientation, and Stakeholder Interviews	40	20	\$13,000	15%
Task 2. Fiscal and Service Baseline Analysis	50	2	\$10,500	12%
Task 3. Land Use and Tax Digest Evaluation	50	2	\$10,500	12%
Task 4. Fiscal Impact Analysis	50	2	\$10,500	12%
Task 5. Annexation Area Evaluation and Boundary Recommendations	50	20	\$15,000	17%
Task 6. Implementation Strategy and Policy Framework	25	10	\$7,500	9%
Task 7. Presentation and Engagement	25	10	\$7,500	9%
Task 8. Final Report and Data Delivery	50	10	\$12,500	14%
Total Labor Hours	340	76		
Budget by Personnel	\$68,000	\$19,000		
Percent of Professional Fees	78%	22%		
Total Fixed Price Fee			\$87,000	

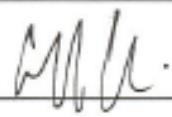
COST PROPOSAL

Bidding Company: **BLEAKLY ADVISORY GROUP dba KB ADVISORY GROUP**

Company Rep: ^{GI} Geoff Koski

Project Name: City of Clarkston Annexation Feasibility Study

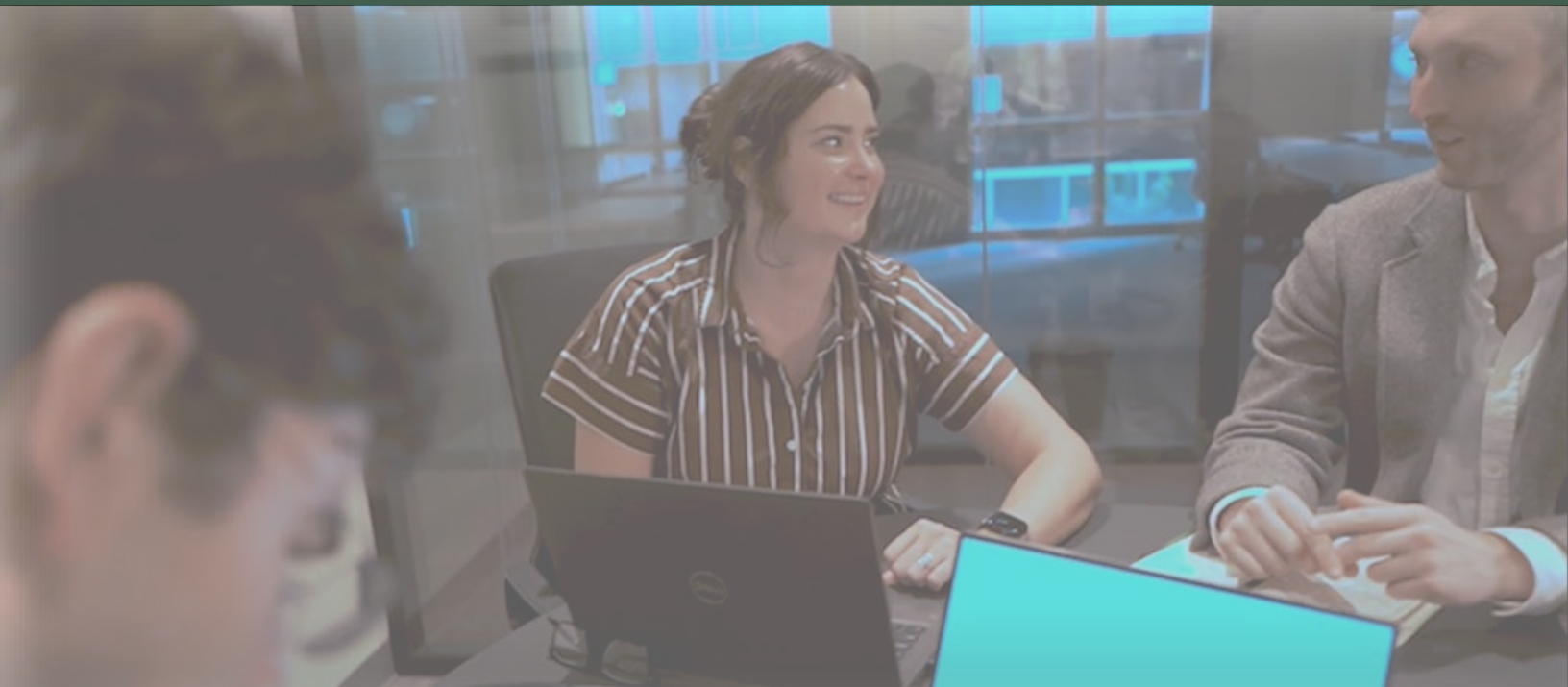
<u>ITEM DESCRIPTION</u>	<u>COST</u>
Task 1. Project Initiation, Orientation, and Stakeholder Interviews	\$13,000
Task 2. Fiscal and Service Baseline Analysis	\$10,500
Task 3. Land Use and Tax Digest Evaluation	\$10,500
Task 4. Fiscal Impact Analysis	\$10,500
Task 5. Annexation Area Evaluation and Boundary Recommendations	\$15,000
Task 6. Implementation Strategy and Policy Framework	\$7,500
Task 7. Presentation and Engagement	\$7,500
Task 8. Final Report and Data Delivery	\$12,500
GRAND TOTAL	\$87,000
GRAND TOTAL	

SIGNATURE:  **DATE:** 10/7/24



KB | ADVISORY GROUP

Forms & Certifications





CITY OF ATLANTA

Andre Dickens
Mayor

SUITE 5100
68 MITCHELL STREET, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE
Rocsean Spencer
Director

September 26, 2024

Mr. Geoffrey Koski
Bleakly Advisory Group, Inc. dba KB Advisory Group
999 Peachtree Street
Atlanta, GA 30306

ANNIVERSARY DATE: September 26

Dear Mr. Koski:

Your firm has been certified as a **Small Business Enterprise (SBE)** with the City of Atlanta's Small Business Opportunity Program (SBO). Your company's certification will last for a period of five (5) years from the date on this certification letter. Certification entitles your firm to be included in SBO plans submitted by contractors bidding on City of Atlanta projects.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Small Business Opportunity Register.

Additionally, your company is required to submit a full EBO/SBO application six (6) weeks prior to your expiration date via the City of Atlanta's Supplier Diversity Management System (SDMS).

We welcome you to the City of Atlanta's Small Business Opportunity Program.

Sincerely,
Signed by:

Meghan Payne
Meghan Payne, Contracts Compliance Manager
Mayor's Office of Contract Compliance

Certification #: 2024-29-256

Supplier ID #: 700975

Phone #: (404) 845-3550

Business: Other services related to real estate

cc: Rocsean Spencer, Director

Initial
RS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SANDY SPRINGS INSURANCE AGENCY, LLC P.O. Box 674103 Marietta GA 30006		CONTACT NAME: Kevin Smith PHONE (A/C, No, Ext): (404) 255-1700 FAX (A/C, No): (404) 255-1774 E-MAIL ADDRESS: kws@sandyspringsinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: HARTFORD FIRE IN CO	NAIC # 19682
		INSURER B: HARTFORD INS CO OF THE MIDWEST	37478
		INSURER C: GEMINI INS CO	10833
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X	X	20SBABE7EXE	10/02/2024	10/02/2025	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ General Liability						MED EXP (Any one person) \$ 10,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						GENERAL AGGREGATE \$ 4,000,000
A	AUTOMOBILE LIABILITY	X	X	20SBABE7EXE	10/02/2024	10/02/2025	PRODUCTS - COMP/OP AGG \$ 4,000,000
	☐ ANY AUTO						
	☐ OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ HIRED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
A	UMBRELLA LIAB	X	X	20SBABE7EXE	10/02/2024	10/02/2025	PROPERTY DAMAGE (Per accident) \$
	☒ EXCESS LIAB						
	☐ OCCUR						
	☐ CLAIMS-MADE						EACH OCCURRENCE \$ 2,000,000
	DED ☒ RETENTION \$ 10,000						AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	20WECAT1898	01/01/2025	01/01/2026	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						☒ PER STATUTE ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (retro date 6/8/2006)	X	X	VCPL081742	06/22/2024	06/22/2025	Per Claim \$1,000,000
							Aggregate \$2,000,000
							Deductible \$2,500

- a. Reserves the right to accept or reject any or all bid solicitations, due to past performance, etc. and waive any informality. Further, the City reserves the right to postpone the opening of the proposal(s) for its own convenience and to reject any or all proposals in response to this bid solicitation without indicating any reasons for such rejection(s).
 - b. Request and consider the submission of proposal modifications at any time before the award is made, if such is in the best interest of the City.
 - c. Requests for clarification and/or additional information can be requested from received Offerors only during the evaluation process.
 - d. Negotiate with the selected Offeror to include further services not identified in this bid solicitation.
 - e. In the event of contract termination, the City can enter into contract negotiations with another qualified Offeror that submitted acceptable proposals, rather than redoing the proposal process for the project.
 - f. Will reject the offeror's entire bid solicitation package upon discovery of changed bid solicitation documents without an addendum issued by the City of Clarkston Procurement Department.
 - g. Will accept or reject all bid solicitations within 90 days from the date of the bid opening.
15. The Offeror or contractor shall provide a copy of the person, firm, or company's Workers' Compensation Insurance with a limit of not less than required by the State of Georgia or otherwise stated in the bid solicitation instructions.
16. The Offeror or contractor shall provide a copy of the person, firm, or company's Commercial General Liability Insurance. *(if applicable)*
17. Federal or State Sales Tax are inapplicable to the City of Clarkston:
- a. Employer Identification Number (EIN) 58-6003756, form provided upon request.
 - b. Sales and Use Tax Exemption under O.C.G.A. § 48-8-3, form provided upon request.
 - c. Unique Entity ID (UEI) number, provided upon request.

The undersigned on the bid solicitation proposal certifies that the Offeror has carefully examined the instructions to bidders, terms, and specifications applicable to and made a part of this proposal.

The Offeror further certifies the prices shown in the schedule of items on which the person, firm or company is bidding, are in accordance with the conditions, terms, and specifications of the proposal and that any exception taken thereto may disqualify the bid solicitation.

SIGNATURE: _____

DATE: 10/7/25

NOTE: This bid solicitation document is a standard boilerplate form. In addition, take into consideration this may not be modified for every bid solicitation.

The Contractor affirms, they will not:

1. Discuss or consult with other competitors intending to bid on the same contract or similar City contract for the purpose of limiting competition. The vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
2. Disclose the terms of their bids or proposal, directly or indirectly, to any other competing company prior to the bid or proposal closing date.
3. Change the official bid solicitation documents, in any manner. When discovered, the entire bid solicitation package will be rejected.
4. Offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
5. Cause, influence or attempt to cause or influence any City employee or family member or City Official or family member, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

SIGNATURE: _____



DATE: _____

10/7/25

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.



Vendor Questionnaire

1. Awardee acknowledges requirement to provide 100% Performance and Payment Bond before execution of contract? (construction & paving projects only) YES
2. Offeror acknowledges permit will be secured YES
3. Offeror acknowledges reviewing Terms and Conditions pages? YES
4. Offeror has previously conducted business with Clarkston? _____
5. Is the offeror's physical location within the corporate city limits of Clarkston? NO
6. Is your company a certified minority-owned business? NO

If yes, indicate category letter(s) and include a copy of current certificate(s)

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

a.	African American Business Enterprise (AABE)	d.	Hispanic Business Enterprise (HBE)
b.	Asian Business Enterprise (ABE)	e.	Minority Veteran (MV)
c.	Female Business Enterprise (FBE)	f.	Native American Business Enterprise (NABE)

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

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

1. Has a person, firm or company ever been debarred from doing business with any federal, state, or local agency? NO

If yes, on a separate sheet of paper, provide details including agency name, date(s) and reason for debarment.

Geoff Koski

President

Vendor Contact Name (print)

Title

Vendor Contact Signature

Date

10/7/25



Non-Collusion

By signing below, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

In addition, the selected company will be required to comply with all existing State and Federal laws, including applicable equal opportunity employment provisions. The Contract between the company and the City shall be construed and governed in accordance with the law of the State of Georgia and the City of Clarkston. The company, at its own expense, shall secure all occupational and professional licenses and permits necessary for the fulfillment of its obligations under this contract.

It shall be unethical for any City Employee or City Official to transact any business or participate directly or indirectly in a procurement contract when the City Employee or City Official knows; the City Employee or City Official or immediate family of such has a substantial interest pertaining to the procurement contract, except that the purchase of goods and services from businesses, which a member of the city council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.

Vendor Name: BLEAKLY ADVISORY GROUP dba KB ADVISORY GROUP

Physical Address: 999 Peachtree Steet NE, Suite 400

City, State, Zip Atlanta, Georgia 30309

Phone: 404. 580. 6461

Fax: N/A

Signature: [Handwritten Signature]

Date: 10/7/25



Primary Contractor E-verification Affidavit

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

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

162123

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

11/08

Date of Authorization Blenkly Advisory Group d/b/a
KB Advisory Group

Legal Business Name of City of Clarkston Contract Holder/Applicant

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

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

Executed on Oct. 7, 2024 in Atlanta (city) GA (state)

[Signature]
Signature of Authorized Owner/Officer

Geoff Koski
Printed Name and Title of Authorized Owner/Officer

JONATHAN GELDER
NOTARY PUBLIC

My Commission Expires: 7-5-2027





Subcontractor

I will / will not propose to subcontract some of the work on this project? I will
(response)

I propose to subcontract work to the following:

	Subcontractor Print Name	Brief Description of Work to be Performed by Subcontractor	Percent of Work	DBE (Y/N)
1	The Pendleton Group	Political input and ANNEXATION support	25	N
2				
3				
4				
5				
6				
7				
8				
9				
10				

Geoff Koski

President

Vendor Contact Name (print)

Title

Vendor Contact Signature

Date 10/17/25

Note:

1. The City of Clarkston requires the (primary) contracted vendor to complete no less than fifty-one (51%) percent of the proposed project.
2. It shall be responsibility of the selected bidder to ensure that all subcontractors comply with the same insurance requirements reference above.
3. For all construction contracts that are valued at \$5,000.00 or more, a Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, must be provided by the successful Bidder.



ADDENDUM ACKNOWLEDGEMENT

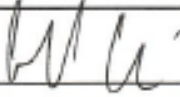
The offer has examined, carefully studied the speciation(s), and acknowledge review of the following addendum(s):

Addendum No.	1	Dated	9/ 5/ 2025
Addendum No.	2	Dated	9/18/2025
Addendum No.	3	Dated	9/23/2025
Addendum No.	4	Dated	
Addendum No.	5	Dated	
Addendum No.	6	Dated	
Addendum No.	7	Dated	
Addendum No.	8	Dated	
Addendum No.	9	Dated	
Addendum No.	10	Dated	

There was no addendum(s) published (initial): _____

I/We the undersigned hereby offer and agree to supply and deliver the service as outlined in the bid solicitation documents. The signature below acknowledge that I/we have read and agree with the procedures outlined in the solicitation documents.

Proposals that fail to acknowledge the offeror's receipt of any/all addenda can result in the rejecting of the proposal.

Signature	
Print/Type Name	Geoff Koski
Title	President
Date	10/7/25



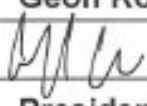
Form of Proposal

To: City of Clarkston
Clarkston, GA 30021

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

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

Proposal Submitted By:

Company Name	BLEAKLY ADVISORY GROUP dba KB ADVISORY GROUP
Address	999 Peachtree Steet NE, Suite 400
City, State, Zip	Atlanta, Georgia 30309
Phone	404. 580. 6461
Email	geoff@kbagroup.com
Website	https://kbagroup.com/
Print/Type Name	Geoff Koski
Signature	
Title	President & Owner
Date	10/ 7/ 2025



Subcontractor Affidavit

Under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____

(name of subcontractor) on behalf of THE CITY OF CLARKSTON, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

NOT REQUIRED LESS THAN 3 EMPLOYEES
Federal Work Authorization User Identification Number (not Taxpayer ID)

N/A
Date of Authorization

PENDLETON CONSULTING
Name of Contractor

CITY OF CLARKSTON
Name of Project

Name of Public Employer

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

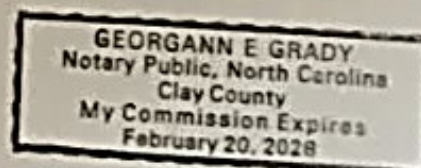
Executed on Oct 8 2015 in HAYESVILLE (city) NC (state)

[Signature]
Signature of Authorized Owner/Officer

WILLIAM F FLOD Partner
Printed Name and Title of Authorized Owner/Officer

[Signature]
NOTARY PUBLIC

My Commission Expires: February 20, 2028





CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	7F	New Business Items	NO

SUBJECT: To approve the submittal of the Local Maintenance Improvement Grant (LMIG) streets maintenance list for 2026 funding, rollover the 2026 LMIG funds to FY 2027, and upload the 2026 LMIG grant application with the rollover.

PRESENTER CONTACT: City Engineer, Larry Kaiser

PHONE NUMBER:

DEPARTMENT: Administration

PURPOSE: To identify the GDOT LMIG streets to be milled and resurfaced utilizing the state's LMIG funding allocation of \$125,000 with a minimum contract amount of \$162,500.

IMPACT: Over the past 12 months, funding sources LMIG 23/24, LMIG 25, LRA 24 and SPLOST II have been applied towards resurfacing a significant number of streets with condition ratings from "2" to "4". These roads were presented to council at various work sessions over the past 2 years. These funding sources have eliminated all poor to very poor condition-rated roads from the city street network. The attached Exhibit A reflects the remaining roads to be resurfaced and their corresponding condition ratings. This list excludes any streets resurfaced/milled prior to 2012.

Based on current unit prices for milling and resurfacing, staff has estimated the cost for each of the remaining streets in the city. In order to ensure 100% utilization of the state

LMIG 2026 funding, the council's selection of streets to be resurfaced must cost no less than \$162,500; based on the staff estimates provided.

Exhibit A provides the Condition Rating Criteria that staff utilizes to assess each street and Exhibit B outlines LMIG/LRA funding History from 2018 to present.

LMIG requires a 30% local match. The deadline for submittal of the LMIG 2026 grant application is February 1, 2026.

FUNDING SOURCE: The cost estimate to mill and resurface this section of the corridor is approximately \$350,000 to \$400,000. Rollover of FY 26 to FY 2027 LMIG will result in 2 years of funding of approximately \$250,000. The City would need to allocate approximately \$100,000 to \$150,000 of SPLOST II funds in 2027 in order to perform work on this corridor provided City Council agrees with staff on the LMIG "rollover" paving recommendation.

RECOMMENDATION: Staff recommends to "rollover" the LMIG 2026 allocation to FY 27. A majority of the remaining streets to be resurfaced are in "fair to good" condition. Of the streets with a "3 to 4" condition rating, the heavily traveled corridor of North Indian Creek Drive/Montreal Rd corridor from East Ponce de Leon to the city limits of Tucker, has shown significant pavement deterioration over the past 2 years.

Staff will note that significant street asphalt patching on this corridor will be required over this 2 year time frame. The areas of asphalt patching will increase at a greater rate of deterioration if the city experiences frequent wet and freezing temperature cycles.

NEXT STEPS: (1) Pending council decision to submit streets for LMIG 2026 funding or "rollover" 2026 LMIG to LMIG FY 2027, (2) Upload LMIG 2026 grant application pending council decision on (1), (3) LMIG grant application due prior to February 1, 2026.

Attachments: Exhibit A – Potential Project List
Exhibit B – LMIG History

EXHIBIT A

LMIG 2026 POTENTIAL ROADS FOR RESURFACING OR PENDING LRA 25 BID RESULTS

LMIG 2026 Allocation - \$125,000

30% Match - \$37,500

Min. Required Contract Amount - \$162,500

LMIG Application Due 2/1/2026

NAME	FROM	TO	LENGTH (FT)	ROAD RATING	EST. COST	COMMENTS
Glendale Road	City limits	Church St.	1487	5	\$76,039.77	100% of 487 ft. in the city. The remaining 1000 feet has northbound lane in the city and southbound lane in the county. <u>Recommend no resurfacing</u>
Pendleton Ave	City Limits	Church St	220	6	\$11,250.00	<u>Recommend no resurfacing</u>
Northern Ave	City Limits	Church St	244	5	\$12,477.28	<u>Recommend no resurfacing – near future SPLOST II safety project</u>
Market Crescent	Market St	Cul-de-sac	880	4-5	\$45,000.02	Complete culvert replacement winter 2026 before resurfacing
Market Way	Market Crescent	Cul-de-sac	325	4-5	\$16,619.33	Resurfacing should be done at the same time as Market Crescent
Market Place Ct	Market Walk	Cul-de-sac	240	5	\$12,272.74	Market Place Ct and Market Walk should be resurfaced at the same time
Market Walk	Market St.	Cul-de-sac	812	5	\$41,522.75	Market Place Ct and Market Walk should be resurfaced at the same time
College Ave	Market St	Rogers St	1080	3-4	\$55,227.30	Hold for speed traffic calming project and road reconstruction including raising granite curb
Jamieson Place	Market St	North Indian Cr. Dr.	586	3-4	\$29,965.92	50% of the road in the county
Casa Ct	Casa Dr	Dead End	210	4	\$11,500	Pending LRA 25 bid opening
Bacon St	Jolly St	Pecan St	474	4-5	\$24,238.65	Hold for drainage project in 2027/2028
Park North Blvd	Church St	End of Public Rd	2470	3-4	\$126,306.86	City Adm. offices
Mell Place	Mell Ave	Dead End	445	3	\$23,957.32	Pending LRA 25 bid opening
Popular Dr	Market St	City Parking Lot	1060	3	\$54,204.57	Resurfacing should occur concurrent with E. Ave
Vaughan St	Hill St	Montreal Rd	1100	3	\$56,345.45	Pending LRA 25 bid opening

East Ave	Market St	City Parking Lot	1012	3	\$51,750.02	Hold until DeKalb Watershed resolves settlement of sanitary sewer line (middle of the road) and road settlement at various sewer line utility cuts
Ridgeland Trail	MacLaren Dr.	Dead End	550	4	\$28,510.45	Pending LRA 25 bid opening
Rayfield Trail	Church St	Dead End	561	5-6	\$28,687.51	
Mauck St	Church St	Dead End	528	6	\$27,000.00	
West Smith St	East Ponce de Leon Ave	Dead End	480	5-6	\$24,545.47	
North Indian Creek Dr	Montreal Rd	DeKalb City Limits	3766	3-4	\$385,159.22	Requires significant outlay of SPLOST and LMIG funding
Montreal Rd	North Indian Creek	Tucker City Limits	2725	4	\$278,693.28	Requires significant outlay of SPLOST and LMIG funding
Woodland Ave	Church St	North Decatur Road	1026	3-4	\$52,465.93	Hold – development project pending
Gina Dr	Brockett Rd	Champion Way	475	3-4	\$24,289.79	
Champion Way	Gina Dr	East Ponce de Leon Ave	217	3-4	\$11,096.59	
Montreal Creek Ct	Montreal Rd	Cul-de-sac	398	3-4	\$20,352.27	Public Works facility
Debelle St	Market St	North Indian Creek	750	4		Pending LRA 25 bid opening
Hardage Street	Church Street	Dead End	213	7	\$10,892.05	

NOTE: List above are the remaining roads that have not been been resurfaced since 2012

CONDITION RATING SCALE

9-10 EXCELLENT

4-5 FAIR

2-3 POOR

***** STAFF RECOMMENDATION – ROLLOVER 2026 LMIG FUNDS TO LMIG FY 2027 *****

**THERE ARE NO ROADS IN IMMEDIATE NEED OF RESURFACING OR RESURFACING “HOLD”
RECOMMENDED DUE TO OTHER FACTORS**



EXHIBIT B

CLARKSTON

LMIG & LRA PROJECT HISTORY

FY18-25

LMIG/LRA FY	PROJECT NAME	PROJECT LIMITS/DESCRIPTION	STATUS
LMIG 18/19/20	Rowland Street Road Diet	- Market St to North Indian Creek; Rogers St from Market to NIC - Resurfacing, drainage, stormwater enhancements, new granite curb, signage and striping	- Completed August 2022 - Exceeded 30% local match
LMIG 21	Resurfacing 2 City Streets	- Vaughan St, Clarkston Industrial Blvd and Carroll Park Drive - Milling and Resurfacing	- Completed August 2022 - Exceeded 30% local match
LMIG 22	Church St and Lovejoy St. Sidewalks	- New sidewalk at Mell Ave pocket park to Lovejoy and Lovejoy from Church St. to PATH Trail - Reconstruct existing driveways, ADA ramps, 5 ft. sidewalks, pervious sidewalks at trees, retaining wall, one bench	- Advertised to-bid October 2022 - City council selection of low bidder on February 7, 2023 - Low bid exceeded 30% local match requirement - NTP to be issued 3/1/2023
LMIG 23/24 FY 23- \$93,532.50 FY 24 \$110,910.68	Church St sidewalk; Brockett Rd ADA ramps; Trimble/Clark/Smith St resurfacing	Council approved SPLOST II Resurfacing List Sept 4, 2024	- FY 23 funds rolled over into FY 24 for 2 years of LMIG funding - Resurfacing Projects advertised to-bid November 2024 - Bid Opening December 2024 - (Magnum Paving) - \$1,071,903 - Sidewalk Projects advertised Nov 2024 (Construction 57, Inc.) – contract amount \$233,457 30% local match requirement met on both contracts Work completed May 2025
LRA 24 \$137,335.85	Lincoln Street/Lester Street/Jolly Ave (north)	- Variable milling and 1.5 in. 9.5 mm resurfacing - Undercut & deep asphalt patching	- LRA allocation – \$137,335.85 - Combined LRA and LMIG 23/24 into one bid package - Bid Amount - \$1,701,903 - No match required Work completed May 2025
LMIG 25	Casa Drive/Rogers Street/Smith Street	Variable milling and 1.5 in. 9.5 mm resurfacing	LMIG 2025 change order to LMIG 23/24 contract

\$187,071.88	resurfacing		• \$187,071.88 • Low bid of \$1,071,903 exceeded the 30% local match requirement • Work Completed May 2025
LRA 25 \$137,876.46	DeBelle St/Ridgeland Trail/Mell Place/Casa Ct resurfacing; North Indian Creek/Montreal Road restriping and East Ponce de Leon asphalt patching	• Variable milling and 1.5 in. 9.5 mm resurfacing • Restriping 2 roads • Undercutting and asphalt patching	• Advertise to-bid Sept.2025 & bid opening October 2025 • LRA allocation - 137,876.46 • No match required



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	7G	New Business Items	NO

SUBJECT: To approve a Letter of Support for Heavenly Culture, World Peace, Restoration of Light (HWPL) Georgia.

PRESENTER CONTACT: Councilmember YT Bell

PHONE NUMBER:

DEPARTMENT: Mayor/ City Council

PURPOSE: To work with HWPL Georgia over the summer to cultivate a curriculum and ambassador "peace" effort in Clarkston.

IMPACT: I plan to work with HWPL Georgia over the summer to cultivate a curriculum and ambassador "peace" effort in Clarkston that will not require city staff time, but we may want to promotion of advertisement. Additionally, DeKalb County signed a proclamation this summer and plans to work with them as well.

FUNDING SOURCE: N/A

RECOMMENDATION: To approve a Letter of Support for Heavenly Culture, World Peace, Restoration of Light (HWPL) Georgia.

[DeKalb County designated as a county of peace by Commissioner Michelle Long Spears](#)

June 10, 2025 | [DeKalb County, Georgia](#)



This article was created by AI summarizing key points discussed. AI makes mistakes, so for full details and context, please refer to the [video of the full meeting](#). Please report any errors so we can fix them. [Report an error »](#)



The DeKalb County Board of Commissioners held a regular meeting on June 10, 2025, focusing on community initiatives and the promotion of peace within the county. The meeting commenced with a heartfelt address emphasizing the importance of compassion in governance. The speaker urged commissioners to consider how their decisions reflect compassion, stating that such an approach fosters trust, reduces conflict, and enhances civic participation.

Following this introduction, the meeting transitioned into a presentation segment, where a proclamation was made to recognize the efforts of Heavenly Culture, World Peace, Restoration of Light (HWPL). This organization has been instrumental in promoting peace through education and community service. The proclamation officially designated DeKalb County as a "County of Peace," aligning it with other communities committed to fostering environments of mutual respect and hope.

Commissioner Michelle Long Spears, along with the Board of Commissioners and CEO Lorraine Cochran Johnson, highlighted HWPL's initiatives, including the Peace Leadership Academy for youth and various peace-focused programs in local schools. The proclamation called for collaboration among municipalities in DeKalb County and across Georgia to expand peace education efforts.

Miss Kim Thomas, chief branch manager of HWPL, accepted the proclamation, expressing gratitude for the recognition and reaffirming the organization's commitment to building a culture of peace. The meeting concluded with a celebratory photo session, capturing the unity and enthusiasm of attendees in support of this significant initiative.

Overall, the meeting underscored DeKalb County's dedication to creating a compassionate community, with a clear focus on peace and collaboration among its citizens. The next steps involve further engagement with local institutions to enhance peace education and community revitalization efforts.

View full meeting

This article is based on a recent meeting—watch the full video and explore the complete transcript for deeper insights into the discussion.

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Mayor

Beverly H. Burks

City Council

Debra Johnson, Vice Mayor

Sharifa Adde

Yterenickia Bell

Jamie Carroll

Susan Hood

Mark Perkins

December 2, 2025

Official Letter of Partnership,

This letter affirms the formal partnership between the City of Clarkston and Heavenly Culture, World Peace, Restoration of Light (HWPL) Georgia, in support of the Clarkston Collaborative Youth Project and other peace-building initiatives within our community.

HWPL Georgia has demonstrated steadfast leadership in advancing peace education, youth empowerment, and community revitalization in Clarkston. Through food, hygiene, and clothing drives, they have supported refugee families and fostered unity across cultures. Their ongoing efforts align with Clarkston's vision of inclusion, resilience, and peace, strengthening our city's role as a leader in community-based peace-building.

Therefore, on behalf of the City of Clarkston, I declare HWPL Georgia an official partner of the Clarkston Collaborative Youth Project. Together, we will equip youth to become peace ambassadors, uphold the values of justice and compassion, and further establish Clarkston as a "City of Peace."

We commend HWPL Georgia for their commitment to this mission and welcome this partnership as an important step toward building a culture of peace that reflects the values of our residents and inspires the broader region.

Respectfully,

Beverly H. Burks
Mayor, City of Clarkston



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	8A	Action Item	NO

SUBJECT: To consider an ordinance to provide the adoption of a budget proposed by the City Manager containing estimates of the proposed revenues and expenditures of the City of Clarkston, Georgia, and to provide for the levy of taxes for expenses of said city for the fiscal year beginning January 1, 2026, and ending December 31, 2026.

PRESENTER CONTACT: City Manager Miller-Thornton

PHONE NUMBER:

DEPARTMENT: City Manager's Office

PURPOSE: N/A

IMPACT: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: N/A



TO: Mayor and Council
 FROM: ChaQuias Miller-Thornton, City Manager
 DATE: November 20, 2025
 RE: FY2026 Budget Considerations_Revised

The following table represents summary of the General Fund revenue and expenditure proposal for FY2026 as revised.

CITY OF CLARKSTON - FY2026 BUDGETS PROPOSAL GENERAL FUND SUMMARY				
REVENUE	2024 Unaudited Budget	2025 Adopted Budget	2025 Amended Budget	2026 Proposed Budget
Taxes	7,082,315	9,068,558	8,238,374	8,596,431
Licenses & Permits	361,007	468,651	468,651	430,840
Intergovernmental	-	-	-	-
Charges for Services	89,456	136,193	136,193	100,983
Fines and Forfeitures	292,900	273,821	273,821	346,047
Investment Income	-	-	-	-
Private Grants	1,150	-	-	-
Miscellaneous Revenue	123,503	113,288	113,288	93,240
Other Financing Sources		45,000	45,000	65,000
TOTAL CURRENT REVENUE	7,950,331	10,105,511	9,275,327	9,632,541
Transfers To DDA				
Transfer to Debt Service				
Transfer from ARPA (General O&M)			159,556	605,221
Transfer from StormWater				131,027
From Fund Balance		80,000	345,668	76,836
To Fund Balance				
TOTAL GENERAL FUND REVENUE	7,950,331	10,185,511	9,780,551	10,445,625
EXPENDITURES				
City Council	-	-	-	165,360
Mayor	-	-	-	48,327
Admin	2,097,060	2,500,776	2,232,616	2,328,117
Building & Grounds	250,393	668,208	668,208	761,706
Municipal Court	376,086	453,217	459,620	510,620
Public Safety	2,912,809	3,185,162	3,182,734	3,177,245
Public Works	1,171,873	1,315,242	1,234,714	1,348,499
Parks	251,966	440,810	404,929	335,378
Planning & Development	705,315	1,000,834	976,468	1,296,785
Debt Service	656,987	621,262	621,262	473,588
TOTAL GENERAL FUND EXPENDITURES	8,422,489	10,185,511	9,780,551	10,445,625
Over/Deficit	(472,157)	-	-	\$ (0)

This summary document provides for a balanced general fund budget (as revised) of **\$10,445,625** (from \$10,492,451 as presented) in revenue expectation with an estimated (offsetting) **\$10,445,625** (from \$10,492,451 as presented) in expenditure expectation. An estimated \$76,836 in General Fund Reserve Balance is necessary to balance the budget. **\$605,221** is expected to be transferred to the General Fund from the City's American Rescue Plan Act (ARPA) Fund (Coronavirus Relief) and **\$131,027** is estimated as the transfer to the General Fund from the City's Stormwater Utility Fund. **NOTE: The goal was to eliminate the need for General Fund Reserve fund balance subsidy.**

Notes

Revisions to the budget draft are as follows:

GF Revenue

General Fund Revenue is reduced from \$10,492,451 to \$10,445,625.

- \$90,000 in ICMA Grant Fund revenue has been moved to the City's Multiple Grant Fund for recording and accounting purposes.
- \$5,000 GMA Capital Lease Proceeds have been increased from \$60,000 to \$65,000 based on state contract pricing.
- Reserve Fund Balance allocation has been increased from \$38,662 to \$76,836 to balance the budget.

GF Expenditures

General Fund Expenditures are reduced from \$10,492,451 to \$10,445,625.

Mayor Department

- \$1,000 Special Initiatives allocation has been reassigned to the Travel line item (+\$500) and the Education/Training line item (+500). Resulted in no change in total department expense appropriation.

Council Department

- \$1,000 Special Initiatives allocation has been reassigned to the Tavel line item (+500) and the Education/Training line item (+500) for each member of Council. Resulted in no change in total department expense appropriation.

Administration Department

- Expenditures, as revised, have been increased from \$2,286,117 to \$2,328,117.
- Annexation Study expense has increased from \$50,000 to \$87,000 based on recommended bid award. (Increase \$37,000)
- Capital asset expense has increased from \$60,000 to \$65,000 based on state contract pricing.

Planning/Development Department

- Expenditures have decreased from \$1,385,615 as previously presented to \$1,296,785 as revised.
- The Economic Mobility Specialist position salary, associated taxes, and misc. expense (ie. travel, etc.) has been reassigned to the Multiple Grant Fund. (\$90,000 removed from GF expense).
- Clarkston Community Center – MOU expense for public and city related use of the space has been added to the Community Action Projects expense. (\$15,000)

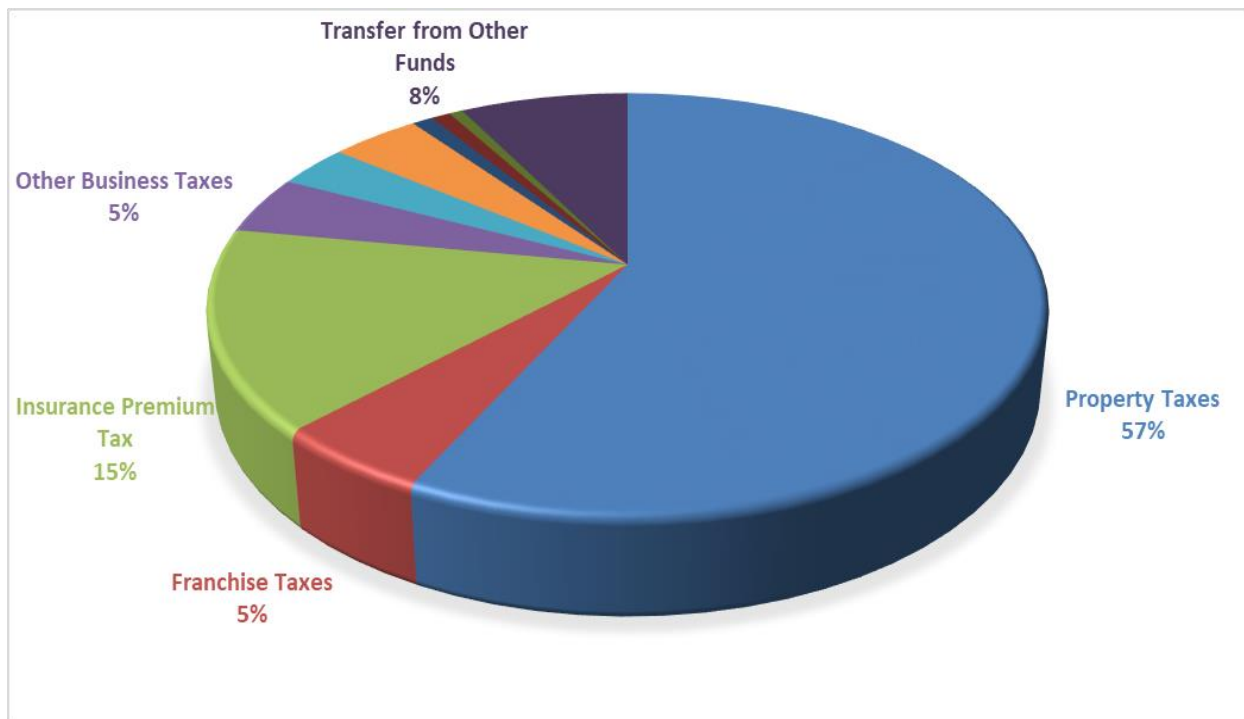
Other Funds Added to the Budget Document

- Multiple Grant Fund 250 (Page 54)
- SPLOST Fund 320 (Pages 55-56)
- Federal Seizure Fund (Page 57)

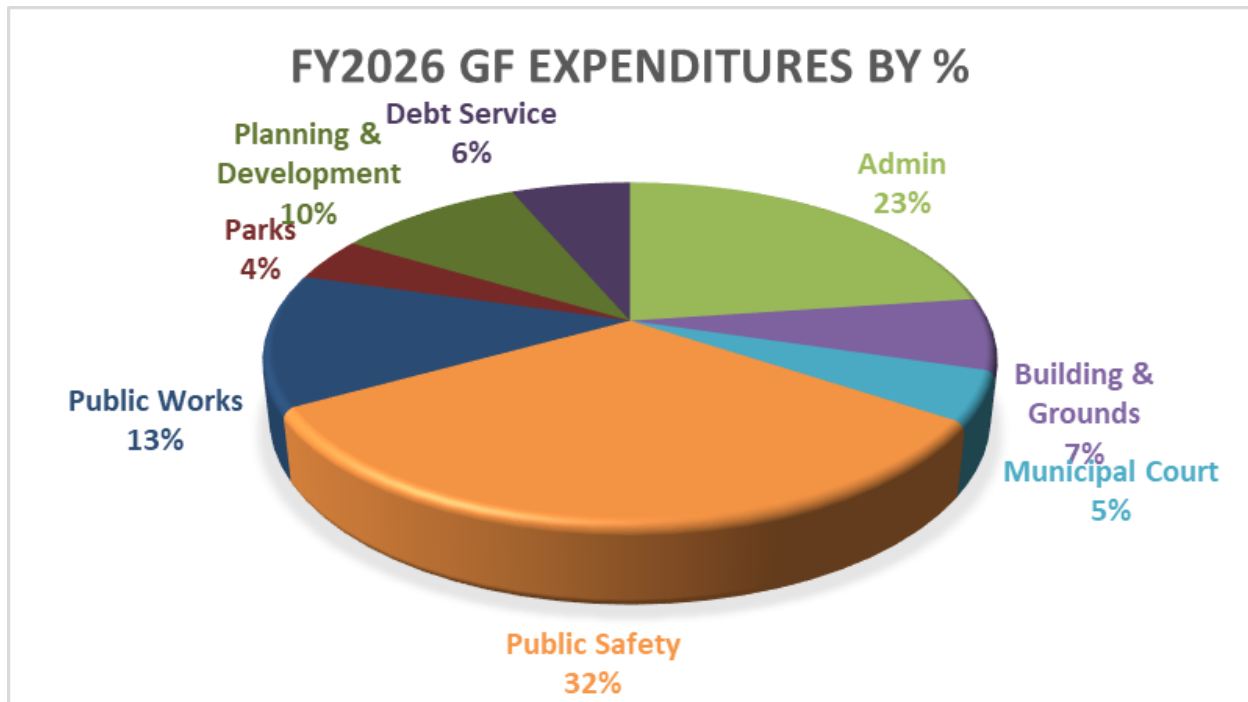
[FY2026 GF REVENUE AND EXPENSE SUMMARY, AS PROPOSED,
SHOWN ON NEXT PAGE]

Fy2026 REVENUE AND EXPENSE SUMMARY

REVENUE	2025	2026	Variance
Property Taxes	\$ 5,848,781	\$ 5,975,774	\$ 126,993
Franchise Taxes	\$ 520,437	\$ 546,397	\$ 25,960
Insurance Premium Tax	\$ 1,359,600	\$ 1,605,229	\$ 245,629
Other Business Taxes	\$ 509,556	\$ 469,031	\$ (40,525)
Court Fines/Fees	\$ 273,821	\$ 346,047	\$ 72,226
Licenses and Permits	\$ 468,651	\$ 430,840	\$ (37,811)
Charges for Services	\$ 136,193	\$ 100,983	\$ (35,210)
Msc. Revenues	\$ 113,288	\$ 93,240	\$ (20,048)
Other Financing Sources	\$ 45,000	\$ 65,000	\$ 20,000
Transfer from Other Funds	\$ 505,224	\$ 813,084	\$ 307,860
	\$ 9,780,551	\$ 10,445,625	\$ 665,074



EXPENDITURES	2025	2026	Variance
City Council	\$ -	\$ 165,360	\$ 165,360
Mayor	\$ -	\$ 48,327	\$ 48,327
Admin	\$ 2,232,616	\$ 2,328,117	\$ 95,501
Building & Grounds	\$ 668,208	\$ 761,706	\$ 93,498
Municipal Court	\$ 459,620	\$ 510,620	\$ 51,000
Public Safety	\$ 3,182,734	\$ 3,177,245	\$ (5,489)
Public Works	\$ 1,234,714	\$ 1,348,499	\$ 113,785
Parks	\$ 404,929	\$ 335,378	\$ (69,551)
Planning & Development	\$ 976,468	\$ 1,296,785	\$ 320,317
Debt Service	\$ 621,262	\$ 473,588	\$ (147,674)
	9,780,551	10,445,625	665,074



[EXHBIT A – FY2026 PROPOSED BUDGETS AS REVISED BEGINS ON NEXT PAGE]

EXHIBIT 1				
CITY OF CLARKSTON - FY2026 BUDGETS PROPOSAL				
GENERAL FUND SUMMARY				
REVENUE	2024 Unaudited Budget	2025 Adopted Budget	2025 Amended Budget	2026 Proposed Budget
Taxes	7,082,315	9,068,558	8,238,374	8,596,431
Licenses & Permits	361,007	468,651	468,651	430,840
Intergovernmental	-	-	-	-
Charges for Services	89,456	136,193	136,193	100,983
Fines and Forfeitures	292,900	273,821	273,821	346,047
Investment Income	-	-	-	-
Private Grants	1,150	-	-	-
Miscellaneous Revenue	123,503	113,288	113,288	93,240
Other Financing Sources		45,000	45,000	65,000
TOTAL CURRENT REVENUE	7,950,331	10,105,511	9,275,327	9,632,541
Transfers To DDA				
Transfer to Debt Service				
Transfer from ARPA (General O&M)			159,556	605,221
Transfer from StormWater				131,027
From Fund Balance		80,000	345,668	76,836
To Fund Balance				
TOTAL GENERAL FUND REVENUE	7,950,331	10,185,511	9,780,551	10,445,625
EXPENDITURES				
City Council	-	-	-	165,360
Mayor	-	-	-	48,327
Admin	2,097,060	2,500,776	2,232,616	2,328,117
Building & Grounds	250,393	668,208	668,208	761,706
Municipal Court	376,086	453,217	459,620	510,620
Public Safety	2,912,809	3,185,162	3,182,734	3,177,245
Public Works	1,171,873	1,315,242	1,234,714	1,348,499
Parks	251,966	440,810	404,929	335,378
Planning & Development	705,315	1,000,834	976,468	1,296,785
Debt Service	656,987	621,262	621,262	473,588
TOTAL GENERAL FUND EXENDITURES	8,422,489	10,185,511	9,780,551	10,445,625
Over/Deficit	(472,157)	-	-	\$ (0)

CITY OF CLARKSTON FY2026 BUDGET REVENUE - AS PROPOSED

FUND	LINE ITEM	DESCRIPTION	2024 ACTUAL (unaudited)	2025 ADOPTED BUDGET	2025 AMENDED BUDGET	2026 PROPOSED BUDGET
GENERAL FUND REVENUE						
General Property Taxes						
	311110	PUBLIC UTILITY R/E TAXES - CURRENT YEAR	-	97,375	89,770	89,770
	311190	OTHER REAL PROPERTY TAXES - CURRENT YEAR	4,329,007	5,776,884	4,923,294	5,052,343
	311200	REAL PROPERTY TAXES PRIOR YEAR	291,494	275,000	275,000	275,000
	311210	PUBLIC UTILITY R/E TAXES - PRIOR YEAR	74,242	75,000	75,000	75,000
	311310	MOTOR VEHICLE TAXES-CURRENT YEAR	254,220	270,400	220,560	220,560
	311340	INTANGIBLE TAX (REGULAR RECORDING)	62,519	14,420	14,420	6,000
	311350	RAILROAD EQUIPMENT TAX - CURRENT YEAR	-	1,000	1,000	1,000
	311390	OTHER PERSONAL PROP TAXES - CURRENT YEAR	133,603	158,720	239,571	240,935
	311400	PERSONAL PROPERTY TAXES-PRIOR YEAR	4,910	5,000	5,000	10,000
	311600	REAL ESTATE TRANSFER TAX (INTANGIBLE)	4,292	5,166	5,166	5,166
	311710	FRANCHISE TAXES - ELECTRIC	1,717	424,329	424,329	450,289
	311730	FRANCHISE TAXES - GAS	57,711	55,880	55,880	55,880
	311750	FRANCHISE TAXES - TV/CABLE	24,506	38,711	38,711	38,711
	311760	FRANCHISE TAXES - TELEPHONE	1,630	1,517	1,517	1,517
		Total General Property Taxes	5,239,852	7,199,402	6,369,218	6,522,171
Business Taxes						
	314200	ALCOHOL BEVERAGE TAXES - BEER & WINE	90,478	129,780	129,780	90,500
	314250	ALCOHOL EXCISE TAX - LIQUOR	15,006	15,223	15,223	15,000
	314300	LOCAL OPTION MIXED DRINK TAXES	68,092	69,762	69,762	68,100
	316100	BUSINESS AND OCCUPATION TAXES	224,521	269,671	269,671	269,671
	316200	INSURANCE PREMIUM TAXES	1,407,838	1,359,600	1,359,600	1,605,229
	319110	PENALTIES/INTEREST - REAL TAXES	31,908	16,365	16,365	16,365
	319400	PENALTIES/INTEREST - BUSINESS TAXES	4,621	8,755	8,755	9,395
		Total Business Taxes	1,842,464	1,869,156	1,869,156	2,074,260
		TOTAL TAXES	7,082,315	9,068,558	8,238,374	8,596,431
Licenses and Permits						
	321105	ALCOHOL INVESTIGATION FEE	5,800	9,500	9,500	9,500
	321110	BEER RETAIL LICENSE	10,250	17,240	17,240	14,050
	321115	BEER RETAIL LICENSE BY DRINK	5,000	8,333	8,333	8,300
	321120	RETAIL WINE LICENSE	9,500	17,240	17,240	17,240
	321125	RETAIL WINE LICENSE BY DRINK	4,000	8,907	8,907	8,900
	321130	RETAIL LIQUOR LICENSE	12,500	17,250	17,250	17,250
	321135	RETAIL LIQUOR LICENSE BY DRINK	22,500	37,375	37,375	27,000
	321150	WORK PERMIT & ID CARD ALCOHOL SALES	4,435	5,506	5,506	4,435
	321151	WORK PERMIT ID - ENTERTAINMENT	111,830	118,024	118,024	112,500
	321153	HOOKAH PERMIT	2,000	2,000	2,000	2,300
	321154	LATE NIGHT CONVENIENCE STORE PERMIT	-	1,053	1,053	1,053
	321220	INSURANCE COMPANY BUSINESS LICENSE	22,195	23,106	23,106	22,500
	322210	ZONING AND LAND USE PERMIT	20,504	27,412	27,412	27,412
	322230	SIGN PERMITS	8,518	7,573	7,573	3,500
	322240	BUILDING PERMIT	107,738	157,125	157,125	150,000
	322245	TREE SERVICE PERMIT FEES	1,896	1,934	1,934	900
	322900	NON-BUSINESS LICENSES/PERMITS - OTHER	12,342	9,073	9,073	4,000
	323120	BUILDING INSPECTION	-	-	-	-
		TOTAL LICENSES AND PERMITS	361,007	468,651	468,651	430,840
Intergovernmental Revenue						
		LMIG			-	-
		CARES ACT & RELATED REVENUE			-	-
		TOTAL INTERGOVERNMENTAL REVENUE	-	-	-	-

Charges for Service					
341400	PRINTING AND DUPLICATING SERVICES	753	1,854	1,854	1,300
341910	ELECTION QUALIFYING FEES	720	3,000	3,000	-
342100	ACCIDENT REPORTS	4,227	3,829	3,829	3,340
343900	GENERAL FUND STREET ROW MAINTENANCE	-	-	-	-
344111	SPECIAL PICKUPS	4,936	5,522	5,522	4,000
346410	BACKGROUND CHECK FEES (CRIMINAL)	8,120	8,762	8,762	6,500
347200	WOMAN'S CLUB RESERVATION FEES	20,497	31,100	31,100	19,000
347201	PARKS-POOL ADMISSIONS	31,221	54,562	54,562	47,843
347202	TENNIS FEES	50	-	-	-
347203	MILAM PARK RESERVATION FEES	17,402	26,064	26,064	18,000
347301	JUNETEENTH VENDOR FEES	1,020	1,500	1,500	1,000
347500	PROGRAM FEES-ATHLETIC	460	-	-	-
349300	BAD CHECK FEES	50	-	-	-
TOTAL CHARGES FOR SERVICE		89,456	136,193	136,193	100,983

Fines and Forfeitures					
351170	MUNICIPAL COURT FINES AND FORFEITURES	288,190	270,406	270,406	340,580
351180	POLICE ADMIN IT FEE	4,710	3,415	3,415	5,467
TOTAL FINES AND FORFEITURES		292,900	273,821	273,821	346,047

Investment Income					
361000	INTERST INCOME	-	-	-	-
TOTAL INTEREST INCOME		-	-	-	-

Private Grants					
371000	CONTRIBUTIONS AND DONATIONS-PRIVATE	1,150	-	-	-
TOTAL PRIVATE GRANTS		1,150	-	-	-

Miscellaneous Revenue					
381000	RENTS AND ROYALTIES	78,968	73,328	73,328	80,236
383000	REIMBURSEMENT FOR DAMAGED PROPERTY	31,638	25,615	25,615	-
389000	OTHER MISCELLANEOUS REVENUE	3,427	1,341	1,341	-
389005	REIM DEA O/T	9,469	13,004	13,004	13,004
TOTAL MISCELLANEOUS REVENUE		123,503	113,288	113,288	93,240

Other Financing Sources					
392100	PROCEEDS-SALE OF GENERAL FIXED ASSETS	-	45,000	45,000	-
393130	REVENUE CAPITAL PROJECTS CITY HALL ANNEX	-	-	-	-
393150	ICMA Grant	-	-	-	-
393500	PROCEEDS-CAPITAL LEASE	-	-	-	65,000
TOTAL OTHER FINANCING SOURCES		-	45,000	45,000	65,000

TOTAL REVENUES		7,950,331	10,105,511	9,275,327	9,632,541
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391100	TRANSFER FROM UNRESERVED FUND BALANCE	-	80,000	345,668	76,836
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**CITY OF CLARKSTON
2026 PROPOSED BUDGET
COUNCIL**

FUND	DEPT	LINE ITEM	DESCRIPTION	2024 ACTUAL (unaudited)	2025 ADOPTED BUDGET	2025 AMENDED BUDGET	2026 PROPOSED BUDGET
PERSONAL SERVICES/EMPLOYEE BENEFITS							
Council Salaries and Wages, Benefits and Expenses							
100	1110	511100	Council Salaries	62,250	72,000	72,000	72,000
100	1110	512100	Council Health Insurance	30,780	39,312	39,312	39,312
100	1110	512200	Council/FICA	3,860	4,464	4,464	4,464
100	1110	512300	Council Medicare	903	1,044	1,044	1,044
100	1110	512400	Council Retirement	12,079	10,800	10,800	10,440
		Council Salaries and Wages, Benefits and Expenses		109,872	127,620	127,620	127,260
52- PURCHASED /CONTRACTED SERVICES							
100	1110	523200	Communications	-	-	-	-
100	1110	523500	Council/Travel	4,574	15,000	15,000	-
100	1110	523501	Council/Travel - Adde	-	-	-	3,000
100	1110	523502	Council/Travel - Bell	-	-	-	3,000
100	1110	523503	Council/Travel - Johnson	-	-	-	3,000
100	1110	523504	Council/Travel - Perkins	-	-	-	3,000
100	1110	523505	Council/Travel -	-	-	-	3,000
100	1110	523506	Council/Travel -	-	-	-	3,000
100	1110	523700	Council/Education/Training	3,676	15,000	15,000	-
100	1110	523701	Council/Education/Training - Adde	-	-	-	3,000
100	1110	523702	Council/Education/Training- Bell	-	-	-	3,000
100	1110	523703	Council/Education/Training - Johnson	-	-	-	3,000
100	1110	523704	Council/Education/Training - Perkins	-	-	-	3,000
100	1110	523705	Council/Education/Training	-	-	-	3,000
100	1110	523706	Council/Education/Training	-	-	-	3,000
100	1110	532001	Special Initiative - Adde	-	-	-	-
100	1110	532002	Special Initiative - Bell	-	-	-	-
100	1110	532003	Special Initiative - Johnson	-	-	-	-
100	1110	532004	Special Initiative - Perkins	-	-	-	-
100	1110	532005	Special Initiative -	-	-	-	-
100	1110	532006	Special Initiative -	-	-	-	-
		Council Purchased/Contracted Services		8,250	30,000	30,000	36,000
53 - SUPPLIES							
		General Supplies & Materials					
100	1110	531100	General Supplies	-	-	-	1,500
100	1110	531400	Books & Periodicals	-	-	-	-
100	1110	531600	Small Equipment	-	-	-	-
100	1110	531700	Uniform	-	-	-	600
100	1110	531710	Other Supplies	-	-	-	-
		53-Total General Supplies & Materials		-	-	-	2,100
TOTAL EXPENSES							
				118,122	157,620	157,620	165,360

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
COUNCIL DETAIL**

PERSONAL SERVICES/EMPLOYEE BENEFITS					
Council Salaries and Wages, Benefits and Expenses				Cost	Notes
100	1110	511100	Council Salaries	72,000.00	\$6,000/member @ 6 members
100	1110	512100	Council Health Insurance	39,312.00	\$/month
100	1110	512200	Council/FICA	4,464.00	IRS rate .062
100	1110	512300	Council Medicare	1,044.00	IRS rate 0.0145
100	1110	512400	Council Retirement	10,440.00	Rate
Council Salaries and Wages, Benefits and Expenses				127,260.00	
100	1110	523200	Communications	-	City Council Cell Phones (Moved from Admin Exp)
100	1110	523500	Council/Travel	-	
100	1110	523501	Council/Travel - Adde	3,000.00	To include travel for newly elected officials
100	1110	523502	Council/Travel - Bell	3,000.00	Separate travel line established for Council
100	1110	523503	Council/Travel - Johnson	3,000.00	
100	1110	523504	Council/Travel - Perkins	3,000.00	
100	1110	523505	Council/Travel -	3,000.00	To include travel for newly elected officials
100	1110	523506	Council/Travel -	3,000.00	To include travel for newly elected officials
100	1110	523700	Council/Education/Training	-	
100	1110	523701	Council/Education/Training - Adde	3,000.00	To include newly elected officials institute
100	1110	523702	Council/Education/Training- Bell	3,000.00	Separate training lines established for Council
100	1110	523703	Council/Education/Training - Johnson	3,000.00	
100	1110	523704	Council/Education/Training - Perkins	3,000.00	
100	1110	523705	Council/Education/Training	3,000.00	To include newly elected officials institute
100	1110	523706	Council/Education/Training	3,000.00	To include newly elected officials institute
100	1110	532001	Special Initiative - Adde	-	New special initiative line item established for
100	1110	532002	Special Initiative - Bell	-	each member of Council
100	1110	532003	Special Initiative - Johnson	-	
100	1110	532004	Special Initiative - Perkins	-	
100	1110	532005	Special Initiative -	-	
100	1110	532006	Special Initiative -	-	
Council Salaries and Wages, Benefits and Expenses				36,000.00	
53 - SUPPLIES					
General Supplies & Materials				Cost	Notes
100	1500	531100	General Supplies	1,500.00	Business Cards, etc.
100	1500	531400	Books & Periodicals	-	Books, manuals, other published info
100	1500	531600	Small Equipment	-	Replacement Laptops/Equipment
100	1500	531700	Uniform	600.00	\$100/ea x 6 members
100	1500	531710	Other Supplies	-	Office furnishing/replacement
53-Total General Supplies & Materials				2,100.00	
				-	
TOTAL EXPENSES				165,360.00	
Departmental Total				165,360.00	
Round up total					
Departmental Budget				165,360.00	

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
MAYOR**

FUND	DEPT	LINE ITEM	DESCRIPTION	2024 ACTUAL (unaudited)	2025 ADOPTED BUDGET	2025 AMENDED BUDGET	2026 PROPOSED BUDGET
PERSONAL SERVICES/EMPLOYEE BENEFITS							
Mayor's Salaries and Wages, Benefits and Expenses							
100	1310	511100	Mayor/ Salary	15,000	15,000	15,000	15,000
100	1310	512100	Mayor Health Insurance	11,344	13,104	13,104	13,104
100	1310	512200	Mayor/FICA	930	930	930	930
100	1310	512300	Mayor/Medicare	218	218	218	218
100	1310	512400	Mayor Retirement	2,516	2,250	2,250	2,250
100	1310	523500	Mayor/Travel	2,468	6,000	6,000	6,500
100	1310	523600	Mayor/Membership & Dues	1,000			3,325
100	1310	523700	Mayor Education/Training	1,385	6,000	6,000	6,500
		Mayor's Salaries and Wages, Benefits and Expenses		34,861	43,502	43,502	47,827
53 - SUPPLIES							
	General Supplies & Materials						
100	1500	531100	General Supplies	-	-	-	400
100	1500	531400	Books & Periodicals	-	-	-	-
100	1500	531600	Small Equipment	-	-	-	-
100	1500	531700	Uniform	-	-	-	100
100	1500	531710	Other Supplies	-	-	-	-
100	1500	5320007	Special Initiative - Mayor				-
		53-Total General Supplies & Materials		-	-	-	500
TOTAL EXPENSES				34,861	43,502	43,502	48,327

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
MAYOR DETAIL**

PERSONAL SERVICES/EMPLOYEE BENEFITS					
Mayor's Salaries and Wages, Benefits and Expenses				Cost	Notes
100	1310	511100	Mayor/ Salary	15,000.00	\$1,250/month
100	1310	512100	Mayor Health Insurance	13,104.00	\$/month
100	1310	512200	Mayor/FICA	930.00	IRS SS Rate (.062)
100	1310	512300	Mayor/Medicare	218.00	IRS Med Rate (.0145)
100	1310	512400	Mayor Retirement	2,250.00	
Mayor's Salaries and Wages, Benefits and Expenses				31,502.00	

100	1310	523500	Mayor/Travel	6,500.00	
100	1310	523600	Mayor/Membership & Dues	3,325.00	
Description					
African American Mayors Association				1,000.00	Moved from Admin Expense
United States Conference of Mayors				2,325.00	Moved from Admin Expense
100	1310	523700	Mayor Education/Training	6,500.00	
Mayor's Purchased/Contracted Services				16,325.00	

53 - SUPPLIES				Cost	Notes
General Supplies & Materials					
100	1500	531100	General Supplies	400.00	Business Cards, etc.
100	1500	531400	Books & Periodicals	-	Books, manuals, other published info
100	1500	531600	Small Equipment	-	Replacement Laptops/Equipment
100	1500	531700	Uniform	100.00	\$100/employee
100	1500	531710	Other Supplies	-	Office furnishing/replacement
100	1500	532007	Special Initiative	-	
53-Total General Supplies & Materials				500.00	
TOTAL EXPENSES				48,327.00	

Departmental Total	48,327.00
Round up total	
Departmental Budget	48,327.00

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
ADMIN**

FUND	DEPT	LINE ITEM	DESCRIPTION	2024 ACTUAL (unaudited)	2025 ADOPTED BUDGET	2025 AMENDED BUDGET	2026 PROPOSED BUDGET
51 - PERSONAL SERVICES/EMPLOYEE BENEFITS							
Council Salaries and Wages, Benefits and Expenses							
100	1110	511100	Council Salaries	62,250	72,000	72,000	-
100	1110	512100	Council Health Insurance	30,780	39,312	39,312	-
100	1110	512200	Council/FICA	3,860	4,464	4,464	-
100	1110	512300	Council Medicare	903	1,044	1,044	-
100	1110	512400	Council Retirement	12,079	10,800	10,800	-
100	1110	523500	Council/Travel	4,574	15,000	15,000	-
100	1110	523700	Council/Education/Training	3,676	15,000	15,000	-
Council Salaries and Wages, Benefits and Expenses				118,122	157,620	157,620	-
Mayor's Salaries and Wages, Benefits and Expenses							
100	1310	511100	Mayor/ Salary	15,000	15,000	15,000	-
100	1310	512100	Mayor Health Insurance	11,344	13,104	13,104	-
100	1310	512200	Mayor/FICA	930	930	930	-
100	1310	512300	Mayor/Medicare	218	218	218	-
100	1310	512400	Mayor Retirement	2,516	2,250	2,250	-
100	1310	523500	Mayor/Travel	2,468	6,000	6,000	-
100	1310	523600	Mayor/Membership & Dues	1,000			-
100	1310	523700	Mayor Education/Training	1,385	6,000	6,000	-
Mayor's Salaries and Wages, Benefits and Expenses				34,861	43,502	43,502	-
General Admin Salaries and Wages Expense							
100	1500	511100	Gen Adm/Salaries	513,621	1,076,542	814,420	972,294
100	1500	511200	Gen Adm/Salaries Part Time	-	-		19,200
100	1500	511300	Overtime	-	-		-
100	1500	512100	Gen Adm/Group Ins	88,002	157,248	141,804	126,542
100	1500	512200	Gen Adm/FICA	31,688	66,746	63,134	60,283
100	1500	512300	Gen Adm/Medicare	7,411	15,610	15,610	14,099
100	1500	512400	Gen Adm/Retirement	126,583	171,541	171,541	140,983
100	1500	512500	Tuition Reimbursement	-	-		5,000
100	1500	512700	Gen Adm/Work Comp	1,766	15,704	15,704	19,116
Total 51 - General Admin Personal Services/Benefits				769,071	1,503,391	1,222,213	1,357,517
52 - PURCHASED/CONTRACTED SERVICES							
100	1500	521100	Tax Billing/Collection Services	4,056	4,100	4,100	4,500
100	1500	521110	Gen Adm-Board Elections	-	7,500	7,500	-
100	1500	521200	City Auditor	82,500	57,500	57,500	65,000
100	1500	521210	City Attorney	153,259	130,000	130,000	130,000
100	1500	521215	Gen Adm/Professional	519,202	253,000	253,000	339,000
100	1500	521300	Gen Admin/ Information Technology Services	160,548	109,200	122,218	108,700
100	1500	522200	Gen Adm/Repairs/Maint	72	3,000	3,000	1,000
100	1500	522320	Equip/Rental/Lease	3,898	10,000	10,000	8,400
100	1500	523100	Prop/Liability Ins	47,527	40,000	40,000	87,000
100	1500	523110	Claims and Judgements	-	-		5,000
100	1500	523200	Communications	4,868	5,000	5,000	7,900
100	1500	523210	Postage	3,106	4,600	4,600	4,600
100	1500	523300	Advertising	3,361	6,000	6,000	6,000
100	1500	523400	Printing Service	12,947	12,000	12,000	8,000
100	1500	523500	Travel	7,915	20,000	20,000	21,000
100	1500	523600	Dues & Fees	30,467	36,161	36,161	33,550
100	1500	523700	Education	8,142	15,000	15,000	25,650
100	1500	523901	Pre/InService Employment Drug Testing	-	-		-
100	1500	523910	Other Miscellaneous Expense	18,271	10,000	10,000	7,500
100	1500	523920	Bank/Finance Chgs	12,683	12,400	12,400	12,400
52-Total Purchased/Contrracted Services				1,072,822	735,461	748,479	875,200

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
ADMIN**

FUND DEPT LINE ITEM DESCRIPTION				2024 ACTUAL (unaudited)	2025 ADOPTED BUDGET	2025 AMENDED BUDGET	2026 PROPOSED BUDGET
53 - SUPPLIES							
General Supplies & Materials							
100	1500	531100	General Supplies	8,544	15,000	15,000	15,000
100	1500	531400	Books & Periodicals		400	400	400
100	1500	531600	Small Equipment	18,660	15,000	15,000	10,000
100	1500	531700	Uniform	979	2,000	2,000	2,000
100	1500	531710	Other Supplies	152	2,000	2,000	3,000
53-Total General Supplies & Materials				28,335	34,400	34,400	30,400
54 - GENER ADMIN CAPITAL OUTLAY							
100	1500	542200	General Administration Capital	73,849	26,402	26,402	65,000
100	1500	542300	Furniture and Fixtures	-	-	-	-
100	1500	542400	Computer Equipment	-	-	-	-
54-Total General Admin Capital Outlay				73,849	26,402	26,402	65,000
57 - PAYMENTS TO OTHERS							
100	1500	574000	Bad Debt Expense	-	-	-	-
Total 57 - TOTAL PAYMENTS TO OTHERS				-	-	-	-
TOTAL EXPENSES				2,097,060	2,500,776	2,232,616	2,328,117

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
ADMIN DEPT DETAIL**

PERSONAL SERVICES/EMPLOYEE BENEFITS					
Council Salaries and Wages, Benefits and Expenses				Cost	Notes
100	1110	511100	Council Salaries		\$6,000/member @ 6 members
100	1110	512100	Council Health Insurance		\$/month
100	1110	512200	Council/FICA		IRS rate .062
100	1110	512300	Council Medicare		IRS rate 0.0145
100	1110	512400	Council Retirement		Rate
100	1110	523500	Council/Travel		\$1500/member @ 6 members
100	1110	523700	Council/Education/Training		\$1500/member @ 6 members
Council Salaries and Wages, Benefits and Expenses				-	
Mayor's Salaries and Wages, Benefits and Expenses				Cost	Notes
100	1310	511100	Mayor/ Salary		\$1,250/month
100	1310	512100	Mayor Health Insurance		\$/month
100	1310	512200	Mayor/FICA		IRS SS Rate (.062)
100	1310	512300	Mayor/Medicare		IRS Med Rate (.0145)
100	1310	512400	Mayor Retirement		
100	1310	523500	Mayor/Travel		
100	1310	523600	Mayor/Membership & Dues		AAMA/USCA - Moved form Admin Line Item
100	1310	523700	Mayor Education/Training		
Mayor's Salaries and Wages, Benefits and Expenses				-	
General Admin Salaries and Wages Expense				Cost	Notes
100	1500	511100	Gen Adm/Salaries	972,294.00	
			Description		
			City Manager		12 Positions Total
			Asistant City Manager		Vacant/Non-Funded
			City Clerk		
			Communications Manager		Move to IT/Comm Job Description (Increase 30K)
			Human Resources Director		
			Finance Director		Vacant
			Equity and Inclusion Officer		ARPA Transfer
			Executive Assistant/Special Projects Manager		
			Special Events Coordinator		Vacant/Non-Funded
			Accountant		ARPA Transfer
			Administrative Assistant		
			Accountant		ARPA Transfer
100	1500	511200	Gen Adm/Salaries Part Time	19,200.00	Summer Interns (2)
100	1500	511300	Gen Adm/Overtime		
100	1500	512100	Gen Adm/Group Ins	126,542.00	\$927 x 11 employees x 12 months+4146(Contract/Life)
100	1500	512200	Gen Adm/FICA	60,283.00	IRS SS Rate (.062)
100	1500	512300	Gen Adm/Medicare	14,099.00	IRS Med Rate (.0145)
100	1500	512400	Gen Adm/Retirement	140,983.00	Rate 0.145
100	1500	512500	Tuition Reimbursement	5,000.00	
100	1500	512700	Gen Adm/Work Comp	19,116.00	GMA
Total 51 - General Admin Personal Services/Benefits				1,357,517.00	

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
ADMIN DEPT DETAIL**

52 - PURCHASED/CONTRACTED SERVICES				Cost	Notes
100	1500	521100	Tax Billing/Collection Services	4,500.00	Dekalb County Tax Commissioner Property Tax Billing
100	1500	521110	Gen Adm-Board Elections	-	Dekalb BORE Services
100	1500	521200	City Auditor	65,000.00	
Description					
Annual Audit				50,000.00	
A133 Single Audit -Federal Grants				15,000.00	
100	1500	521210	City Attorney	130,000.00	
100	1500	521215	Gen Adm/Professional	339,000.00	
Description					
Digitization of Files				15,000.00	
Annexation Study				87,000.00	
GMA Service - City Council/Staff Retreat 2026				3,000.00	Increase - due to 2025 invoicing
Facilities Master Planning				50,000.00	1/2 2025
Financial Advisory Services				25,000.00	
Grants Manager				42,000.00	\$3,500/month
Interpretation Projects				20,000.00	
Audio-Visual Services				25,000.00	Reduced from \$90,000
Procurement Consultant				42,000.00	\$3,500/month
Strategic Planning Consultant				30,000.00	
100	1500	521300	Administration Information Technology Services	108,700.00	
Description					
VC3 - Website Annual Maintenance				7,200.00	\$600/month
VC3 - Info Tech Support Service				43,200.00	\$3,600/month
INOVA Payroll Processing				14,000.00	
Open RDA Accounting Software Support and Maintenance				8,200.00	**Change to new platform
Next Request (Open Records Software)				9,800.00	
Archive Social - Social Media (Admin/Police)				1,800.00	
Agenda Management Software				14,600.00	
SagesGov Permitting and Licensing Software				9,900.00	1/2 of cost (Costs split with planning)
100	1500	522200	General Repairs/Maintenance	1,000.00	
100	1500	522320	Equip/Rental/Lease	8,400.00	Postage Machine \$1,200/Toshiba Copier \$7,200
100	1500	523100	Prop/Liability Ins	87,000.00	GIRMA LIABILITY (15% Inc/\$40K) and Renters Ins (\$47K)
100	1500	523110	Claims and Judgements	5,000.00	New Line Item (Claims Separated from Premium Cost)
100	1500	523200	Communications	7,900.00	AT&T Cell Phones/Wireless/Desk Phones
100	1500	523210	Postage	4,600.00	
100	1500	523300	Advertising	6,000.00	Public Hearings, Solicitations, etc.
100	1500	523400	Printing & binding	8,000.00	
Description					
Printing and copy costs-stationary, enevvelopes, business cards				2,000.00	
Municipal Code Updates				4,000.00	
Copier Overage				2,000.00	

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
ADMIN DEPT DETAIL**

100	1500	523500	Travel	21,000.00	
			Description		
			Hotel expense and travel reimbursement - Other Staff	5,250.00	
			City Manager Travel/Hotels/Mileage/Meals/Incidentals	5,000.00	
			City Clerk Conference Travel/Hotels/Mileages and Meals	3,000.00	
			Finance Staff Travel	4,000.00	
			Human Resources Travel	3,750.00	
100	1500	523600	Dues and Fees	33,550.00	
			Description		
			African American Mayors Association	-	Moved to Mayor's Expense
			DeKalb Municipal Association	10,500.00	
			GMA Telecom Fees	8,400.00	
			GMA Membership Dues	5,500.00	
			National League of Citites	1,760.00	
			DeKalb Chamber of Commerce	500.00	
			GCCMA Dues - City Manager	275.00	
			GGFOA Dues - City Manager, Finance Dir., Finance Staff	200.00	
			GLGPA Dues - City Manager, City Clerk	100.00	
			GMCA Dues - City Manager, City Clerk	230.00	
			IIMC Dues - City Clerk	200.00	
			ICMA Dues - City Manager	1,200.00	
			Welcoming America Dues	500.00	
			National Civic League	275.00	
			AICPA	850.00	
			NFBPA	460.00	
			New Staff Dues	2,600.00	Separate Out HR Request
100	1500	523700	Education and Training	25,650.00	
			Description		
			City Manager - GMA Conference	2,000.00	
			City Manager - GCCMA Conferences	900.00	
			City Manager - ICMA Conference	1,500.00	
			City Manager - NLC Conference	2,500.00	
			City Clerk - GMA City Clerks Conference	1,000.00	
			City Clerk - GMCA Regional/Virtual Trainings & Conferences	1,750.00	
			City Clerk - IIMC Virtual Athenian Dialogues	500.00	
			Two Accountants - Training/Conferences	1,500.00	
			Finance Director - GGFOA & GFOA	3,000.00	
			GLGPA-CHRM - CM and HR	1,000.00	
			CPM	4,000.00	
			New Staff/Other Staff	6,000.00	Separate Out HR Request
100	1500	523901	Pre/InService Employment Drug Testing	-	Increase - Expanded Program Cost

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
ADMIN DEPT DETAIL**

100	1500	523910	Other Miscellaneous Expense	7,500.00	Backgrounds, Employee Appreciation/ Recognition, Meals for Meetings, etc
100	1500	523920	Bank/Finance Chgs	12,400.00	Truist/Wellsfargo, Increase for Protective Services
Description					
			Wells Fargo Bank Analysis Fees	3,600.00	\$300/month
			Bank Card#8824 Processing Fees	4,800.00	\$400/month
			AMEX #9807 Processing Fees	3,600.00	\$300/month
			Banking Supplies- Deposit Slips, etc.	400.00	
52-Total Purchased/Contracted Services				875,200.00	

53 - SUPPLIES				Cost	Notes
General Supplies & Materials					
100	1500	531100	General Supplies	15,000.00	Papers, pens, printers, cartridges, documents, photos, copied materials, folders, notebooks, etc.
100	1500	531400	Books & Periodicals	400.00	Books, manuals, other published info
100	1500	531600	Small Equipment	10,000.00	Replacement Laptops/Equipment
100	1500	531700	Uniform	2,000.00	\$100/employee
100	1500	531710	Other Supplies	3,000.00	Office furnishing/replacement
53-Total General Supplies & Materials				30,400.00	

54 - GENERADMIN CAPITAL OUTLAY				Cost	Notes
100	1500	542200	General Administration Capital	65,000.00	CM Vehicle Lease - Edge transferred to Planning Director
100	1500	542300	Furniture and Fixtures		
100	1500	542400	Computer Equipment		
54-Total General Admin Capital Outlay				65,000.00	

57 - PAYMENTS TO OTHERS				Cost	Notes
100	1500	574000	Bad Debt Expense	-	
Total 57 - TOTAL PAYMENTS TO OTHERS				-	

TOTAL EXPENSES				2,328,117.00	
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Departmental Total	2,328,117.00
Round up total	
Departmental Budget	2,328,117.00

CITY OF CLARKSTON
2026 PROPOSED BUDGET
Building & Grounds

FUND	DEPT	LINE ITEM	DESCRIPTION	2024 ACTUAL (unaudited)	2025 ADOPTED BUDGET	2025 AMENDED BUDGET	2026 PROPOSED BUDGET
52 - PURCHASED/CONTRACTED SERVICES							
100	1565	521215	Building & Grounds/Professional	139,195.99	35,308	35,308	73,756
100	1565	522145	Building & Grounds/Pest Control	5,485.00	3,500	3,500	3,300
100	1565	522200	Building & Grounds/Repairs/Maint	20,299.21	75,000	75,000	50,000
100	1565	522210	Vehicle Repair and Maint.				-
100	1565	522310	Purchases Service/Rental of Land		385,000	385,000	469,000
100	1565	522320	Equip Rental / Lease				28,750
100	1565	523100	Liability Insurance-GIRMA	11,190.00	25,000	25,000	-
100	1565	523200	Communications	20,480.43	19,200	19,200	19,200
100	1565	523300	Advertising				-
100	1565	523400	Printing Service				-
100	1565	523500	Travel				-
100	1565	523600	Dues & Fees				-
100	1565	523700	Education				-
100	1565	523901	Pre/InService Employment Drug Testing				-
100	1565	523910	Other Miscellaneous Expense	779.00	3,500	3,500	3,500
100	1565	523920	Bank/Finance Chgs				-
52-Total Purchased/Contracted Services				197,429.63	546,508	546,508	647,506
53 - SUPPLIES							
General Supplies & Materials							
100	1565	531100	General Supplies	20,921.69	19,000	19,000	19,000
100	1565	531120	Special Events & Comm Relations				-
100	1565	531190	Signage/Street Signs	1,958.03	5,500	5,500	-
100	1565	531210	Water & Sewer	3,861.55	10,000	10,000	10,000
100	1565	531220	Natural Gas	6,090.14	7,700	7,700	8,700
100	1565	531230	Electricity	15,961.00	25,000	25,000	72,000
100	1565	531270	Gas, Oil, & Diesel				-
100	1565	531400	Books & Periodicals				-
100	1565	531600	Small Equipment	2,509.93	4,500	4,500	4,500
100	1565	531700	Uniform				-
100	1565	531710	Other Supplies				-
53-Total General Supplies & Materials				51,302.34	71,700	71,700	114,200
54 - Public Safety CAPITAL OUTLAY							
100	1565	542200	Building & Grounds Capital		-		-
100	1565	542300	Furniture and Fixtures	1,661.45	50,000	50,000	-
100	1565	542400	Computer Equipment				-
54-Total Public Safety Capital Outlay				1,661.45	50,000	50,000	-
57 - PAYMENTS TO OTHERS							
100	1565	574000	Bad Debt Expense	-	-	-	-
Total 57 - TOTAL PAYMENTS TO OTHERS				-	-	-	-
TOTAL EXPENSES				250,393.42	668,208	668,208	761,706

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
Building & Grounds DEPT DETAIL**

52 - PURCHASED/CONTRACTED SERVICES				Cost	Notes
100	1565	521215	Building & Grounds/Professional	73,756.00	
			Description		
			Jani-King Cleaning	32,616.00	2718 per month (12)
			Tree Removals	7,500.00	1250 per tree (6)
			Security First Alarm Monitoring	3,040.00	CHA, City Hall , Pool House 4 @510 Service Calls 1000.00
			Arbor-Nomics	2,500.00	10 @ 250.00
			Replacement of Alarm System at CHA	2,100.00	Upgrade Alarm System at City Hall Annex
			Facilities Master Plan	-	Plan for final city hall complex/Recorded in Admin Professional Expense
			Certified Arborist	26,000.00	Review and determine the health of trees within the city
100	1565	522145	Building and Grounds Pest Control	3,300.00	
			Pest Control Services	3,300.00	
100	1565	522200	Building & Grounds Repairs/Maintenance	50,000.00	
			HVAC Systems and other repairs	50,000.00	
100	1565	522310	Purchases Service/Rental of Land	469,000.00	736 Rental
100	1565	522320	Equip/Rental/Lease	-	
100	1565	523100	Prop/Liability Ins	28,750.00	Automobile Liability, Physical Damage, Law Enforcement Liability, & Deductibles
100	1565	523110	Claims and Judgements	-	
100	1565	523200	Communications	19,200.00	AT&T Firstnet cell phones and cards for patrol vehicles and cameras.
100	1565	523210	Postage		
100	1565	523300	Advertising		
100	1565	523910	Other Miscellaneous Expense	3,500.00	Other expenses not covered under other line items.
			52-Total Purchased/Contracted Services	178,506.00	
53 - SUPPLIES				Cost	Notes
			General Supplies & Materials		
100	1565	531100	General Supplies	19,000.00	Custodial supplies, light bulbs, mulch, plants etc.
100	1565	531120	Special Events		
100	1565	531190	Signage/Street Signs	-	
100	1565	531210	Water & Sewer	10,000.00	
100	1565	531220	Natural Gas	8,700.00	
100	1565	531230	Electricity	72,000.00	
100	1565	531270	Gas, Oil, & Diesel		
100	1565	531400	Books & Periodicals		
100	1565	531600	Small Equipment	4,500.00	weed eater, drills, and blowers
100	1565	531700	Uniform		
100	1565	531710	Other Supplies	-	
			53-Total General Supplies & Materials	114,200.00	

CITY OF CLARKSTON
2026 PROPOSED BUDGET
Building & Grounds DEPT DETAIL

54 - GENERADMIN CAPITAL OUTLAY				Cost	Notes
100	1565	542200	Building & Grounds Capital		
100	1565	542300	Furniture and Fixtures		
100	1565	542400	Computer Equipment	-	
54-Total Building & Grounds Capital Outlay				-	
57 - PAYMENTS TO OTHERS				Cost	Notes
100	1565	574000	Bad Debt Expense		
Total 57 - TOTAL PAYMENTS TO OTHERS					
				-	
TOTAL EXPENSES				761,706.00	

Departmental Total	761,706.00
Round up total	
Departmental Budget	761,706.00

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
COURT**

FUND	DEPT	LINE ITEM	DESCRIPTION	2024 ACTUAL (unaudited)	2025 ADOPTED BUDGET	2025 AMENDED BUDGET	2026 PROPOSED BUDGET
PERSONAL SERVICES/EMPLOYEE BENEFITS							
Court Salaries and Wages Expense							
100	2650	511100	Salaries	134,083	188,848	194,796	178,060
100	2650	511200	Salaries Part Time	-	-	-	-
100	2650	511300	Overtime	2,878	2,000	2,000	-
100	2650	512100	Group Ins	25,374	39,312	39,312	33,372
100	2650	512200	FICA	8,313	11,833	12,202	11,040
100	2650	512300	Medicare	3,016	2,767	2,853	2,582
100	2650	512400	Retirement	35,014	28,627	28,627	25,819
100	2650	512600	Unemployment	989	-	-	-
100	2650	512700	Work Comp	-	954	954	15,704
100	2650	512910	Uniforms	963	1,500	1,500	1,500
Total 51 - Courts Personal Services/Benefits				210,630	275,841	282,244	266,577
52 - PURCHASED/CONTRACTED SERVICES							
100	2650	521200	City Judge	23,000	27,600	27,600	28,800
100	2650	521210	City Solicitor	14,333	24,000	24,000	24,000
100	2650	521215	Public Defender	6,000	9,600	9,600	9,600
100	2650	521220	Professional Services	42,495	9,600	9,600	9,600
100	2650	521300	Information Technology Services	24,076	29,231	29,231	29,231
100	2650	522200	Gen Adm/Repairs/Maint	-	-	-	-
100	2650	522320	Equipment Rental	3,068	3,600	3,600	3,600
100	2650	523100	Prop/Liability Ins	-	-	-	-
100	2650	523110	Claims and Judgements	-	-	-	-
100	2650	523200	Communications	1,188	1,560	1,560	800
100	2650	523210	Postage	-	-	-	-
100	2650	523300	Advertising	-	-	-	-
100	2650	523400	Printing Service	144	1,000	1,000	1,000
100	2650	523500	Travel	5,934	6,100	6,100	6,600
100	2650	523600	Dues & Fees	-	800	800	6,610
100	2650	523700	Education	1,358	1,785	1,785	1,960
100	2650	523910	Other Miscellaneous Expense	440	300	300	300
100	2650	523920	Bank/Finance Chgs	-	-	-	-
52-Total Purchased/Contracted Services				122,036	115,176	115,176	122,101
53 - SUPPLIES							
General Supplies & Materials							
100	2650	531100	General Supplies	2,915	3,000	3,000	3,000
100	2650	531400	Books & Periodicals	-	200	200	200
100	2650	531600	Small Equipment	1,292	1,000	1,000	-
100	2650	531700	Uniform	-	-	-	-
100	2650	531710	Other Supplies	-	-	-	-
53-Total General Supplies & Materials				4,207	4,200	4,200	3,200
54 -COURTS CAPITAL OUTLAY							
100	2650	542200	General Administration Capital	-	-	-	-
100	2650	542300	Furniture and Fixtures	-	-	-	-
100	2650	542400	Computer Equipment	-	-	-	-
54-Total General Admin Capital Outlay				-	-	-	-

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
COURT**

FUND	DEPT	LINE ITEM	DESCRIPTION	2024 ACTUAL (unaudited)	2025 ADOPTED BUDGET	2025 AMENDED BUDGET	2026 PROPOSED BUDGET
57 - PAYMENTS TO OTHERS							
100	2650	571000	A & B Fund	10,868	15,000	15,000	20,000
100	2650	571010	Training Fund	9,895	15,000	15,000	20,000
100	2650	571020	Crime Victim Emergency Fund	5,048	7,000	7,000	11,250
100	2650	571030	Crime Victim DUI Fund	-	5,000	5,000	600
100	2650	571040	Brain & Spinal Injury Fund	114	1,400	1,400	2,500
100	2650	571060	Indigent Defense Fund	10,227	10,000	10,000	22,000
100	2650	571070	Crime Lab Fee	100	600	600	600
100	2650	571080	County Drug Treatment	969	2,000	2,000	6,000
100	2650	571090	Drivers Ed Training	1,992	2,000	2,000	4,000
100	2650	571050	Pre-Trial Diversion	-	-	-	-
100	2650	573100	Bond Refunds				31,792
Total 57 - TOTAL PAYMENTS TO OTHERS				39,213	58,000	58,000	118,742
TOTAL EXPENSES				376,086	453,217	459,620	510,620

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
COURT DEPT DETAIL**

PERSONAL SERVICES/EMPLOYEE BENEFITS					
Salaries and Wages Expense			Cost		Notes
100	2650	511100	Salaries	178,060.00	
			Description		
			Court Administrator		
			Court Clerk		
			Court Clerk		
100	2650	511200	Salaries Part Time		
100	2650	511300	Overtime		
100	2650	512100	Group Ins	33,372.00	\$927*12*3 employees
100	2650	512200	FICA	11,040.24	IRS SS Rate (.062)
100	2650	512300	Medicare	2,581.79	IRS Med Rate (.0145)
100	2650	512400	Retirement	25,818.90	Rate 0.145
100	2650	512600	Unemployment		
100	2650	512700	Work Comp	15,704.00	GMA
100	2650	512910	Uniforms	1,500.00	GMA
			Total 51 - General Admin Personal Services/Benefits	266,577.00	
52 - PURCHASED/CONTRACTED SERVICES					
			Cost		Notes
100	1500	521200	City Judges	28,800.00	
			Description		
			Judge Will	28,800.00	\$2400/month
			Judge Weintraub		
100	2650	521210	City Solicitor	24,000.00	\$2000/month
100	2650	521215	Public Defender	9,600.00	
100	2650	521220	Professional Services	9,600.00	
			Description		
			521220 Professional Services	9,600.00	
100	2650	521300	Information Technology Services	29,231.00	
			Description		
			VC3	13,200.00	
			Tyler Tech- Repair /Upgrades	16,031.00	

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
COURT DEPT DETAIL**

100	2650	522320	Equipment Rental	3,600.00	Toshiba Copier Lease
100	2650	523200	Communications	800.00	AT&T Cell Phones/Wireless/Desktop Phones
100	2650	523400	Printing & binding	1,000.00	
Description					
			Printing and copy costs-stationary, envelopes, business cards	1,000.00	
100	2650	523500	Travel	6,600.00	
Description					
			Hotel expense and travel reimbursement		
			Judge Will - Municipal Judge Training	500.00	
			Georgia Council of Court Admin - Conferences (2) May/Sept	2,800.00	
			GCIC Symposium	1,400.00	
			Georgia Municipal Courts Council	1,400.00	
			Other Staff	500.00	
100	2650	523600	Dues and Fees	6,610.00	
Description					
			Judge - Georgia Council of Municipal Judges	200.00	Will/Winthrop
			ICJE	325.00	Judge Will
			GCCA - Court Administrator	150.00	
			GA Municipal Court Clerks Council	60.00	
100	2650	523700	Education and Training	1,960.00	
Description					
			ICJE - Annual Recertification	750.00	3 staff @ \$250/each
			GCCA - Conference Registration	750.00	2 times per year at \$375/ea
			GCIC Symposium - TAC	260.00	
			Other Trainings - Clerk	200.00	
100	2650	523910	Other Miscellaneous Expense	300.00	Shipping costs, batteries, etc.
			52-Total Purchased/Contracted Services	122,101.00	

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
COURT DEPT DETAIL**

53 - SUPPLIES				Cost	Notes
General Supplies & Materials					
100	2650	531100	General Supplies	3,000.00	photos, copied materials, folders, notebooks, etc.
100	2650	531400	Books & Periodicals	200.00	Books, manuals, other published info
100	2650	531600	Small Equipment	-	Replacement Laptops/Equipment
100	2650	531700	Uniform	-	\$100/employee
100	2650	531710	Other Supplies		Office furnishing/replacement
2650		53-Total General Supplies & Materials		3,200.00	
54 - GENERADMIN CAPITAL OUTLAY				Cost	Notes
100	2650	542200	General Administration Capital		
100	2650	542300	Furniture and Fixtures		
100	2650	542400	Computer Equipment	-	
		54-Total General Admin Capital Outlay		-	
57 - PAYMENTS TO OTHERS				Cost	Notes
100	2650	571000	A & B Fund	20,000.00	
100	2650	571010	Training Fund	20,000.00	
100	2650	571020	Crime Victim Emergency Fund	11,250.00	
100	2650	571030	Crime Victim DUI Fund	600.00	
100	2650	571040	Brain & Spinal Injury Fund	2,500.00	
100	2650	571060	Indigent Defense Fund	22,000.00	
100	2650	571070	Crime Lab Fee	600.00	
100	2650	571080	County Drug Treatment	6,000.00	
100	2650	571090	Drivers Ed Training	4,000.00	
100	2650	571050	Pre-Trial Diversion		
100	2650	573100	Bond Refunds	31,792.00	
		Total 57 - TOTAL PAYMENTS TO OTHERS		118,742.00	
				-	
TOTAL COURT EXPENSES				510,620.00	

100	2650	572100	Payments to Other Agencies	-
100	2650	573100	Bond Refunds	-
Totals				-

Departmental Total	510,620.00
Round up total	
Departmental Budget	510,620.00

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
PUBLIC SAFETY**

FUND	DEPT	LINE ITEM	DESCRIPTION	2024 ACTUAL (unaudited)	2025 ADOPTED BUDGET	2025 AMENDED BUDGET	2026 PROPOSED BUDGET
PERSONAL SERVICES/EMPLOYEE BENEFITS							
Salaries and Wages Expense							
100	3200	511100	Public Safety/Salaries	1,430,113.00	1,663,637	1,661,382	1,794,718
100	3200	511200	Public Safety/Salaries Part Time	61,890.00	41,198	41,198	-
100	3200	511300	Overtime	46,697.00	25,500	25,500	25,500
100	3200	511310	DEA Overtime	244,935.00	28,000	28,000	28,000
100	3200	512100	Public Safety/Group Ins	92,711.00	364,920	364,920	255,852
100	3200	512200	Public Safety/FICA	26,927.00	109,017	108,877	111,015
100	3200	512300	Public Safety/Medicare	274,893.00	25,496	25,463	25,963
100	3200	512400	Public Safety/Retirement	62,658.00	270,512	270,512	281,525
100	3200	512600	Public Safety-Unemployment	-	-	-	-
100	3200	512700	Public Safety/Work Comp	3,038.00	89,807	89,807	93,478
100	3200	512905	Public Safety/Protective Gear	3,038.00	4,536	4,536	6,125
100	3200	512910	Public Safety/Uniforms	3,038.00	22,068	22,068	22,068
Total 51 - Public Safety Personal Services/Benefits				2,243,862.00	2,644,691	2,642,263	2,644,244
52 - PURCHASED/CONTRACTED SERVICES							
100	3200	521100	Tax Billing/Collection Services	-	-	-	-
100	3200	521110	Board of Elections	-	-	-	-
100	3200	521200	City Auditor	-	-	-	-
100	3200	521210	City Attorney	-	-	-	-
100	3200	521215	Public Safety/Professional	73,418.00	4,280	4,280	2,675
100	3200	521300	Public Safetyin/ Information Technology Ser	127,835.00	95,000	95,000	90,000
100	3200	522200	Public Safety/Repairs/Maint	66,320.00	80,000	80,000	59,435
100	3200	522210	Vehicle Repair and Maint.	110,559.00	30,000	30,000	40,000
100	3200	522320	Equip Rental / Lease	143,153.00	78,000	78,000	65,855
100	3200	523100	Liability Insurance-GIRMA	20,049.00	96,000	96,000	110,400
100	3200	523200	Communications	119.00	21,600	21,600	35,000
100	3200	523210	Postage	781.00	500	500	200
100	3200	523300	Advertising	2,808.00	2,000	2,000	1,000
100	3200	523400	Printing Service	6,865.00	3,000	3,000	3,000
100	3200	523500	Travel	13,763.00	11,450	11,450	14,800
100	3200	523600	Dues & Fees	3,411.00	20,501	20,501	19,041
100	3200	523700	Education	2,111.00	8,740	8,740	12,195
100	3200	523901	Pre/InService Employment Drug Testing	-	-	-	-
100	3200	523910	Other Miscellaneous Expense	5,648.00	3,000	3,000	3,000
100	3200	523920	Bank/Finance Chgs	-	-	-	-
52-Total Purchased/Contrracted Services				576,840.00	454,071	454,071	456,601
53 - SUPPLIES							
General Supplies & Materials							
100	3200	531100	General Supplies	5,543.00	5,000	5,000	5,000
100	3200	531120	Special Events & Comm Relations	1,483.00	10,000	10,000	10,000
100	3200	531130	Investigative Supplies-CID	2,583.00	3,000	3,000	3,000
100	3200	531270	Gas, Oil, & Diesel	16,975.00	50,000	50,000	40,000
100	3200	531400	Books & Periodcals	885.00	400	400	400
100	3200	531600	Small Equipment	7,627.00	18,000	18,000	18,000
100	3200	531700	Uniform	19,862.00	-	-	-
100	3200	531710	Other Supplies	-	-	-	-
53-Total General Supplies & Materials				54,958.00	86,400	86,400	76,400

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
PUBLIC SAFETY**

				2024 ACTUAL (unaudited)	2025 ADOPTED BUDGET	2025 AMENDED BUDGET	2026 PROPOSED BUDGET
FUND	DEPT	LINE ITEM	DESCRIPTION				
54 - Public Safety CAPITAL OUTLAY							
100	3200	542200	Public Safety Capital	37,149.00	-		-
100	3200	542300	Furniture and Fixtures				-
100	3200	542400	Computer Equipment				-
54-Total Public Safety Capital Outlay				37,149.00	-	-	-
57 - PAYMENTS TO OTHERS							
100	3200	574000	Bad Debt Expense	-	-	-	-
Total 57 - TOTAL PAYMENTS TO OTHERS				-	-	-	-
TOTAL EXPENSES				2,912,809.00	3,185,162	3,182,734	3,177,245

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
PUBLIC SAFETY DEPT DETAIL**

PERSONAL SERVICES/EMPLOYEE BENEFITS						
Salaries and Wages Expense				Cost	Notes	
100	3200	511100	Public Safety/Salaries	1,794,718.00		
			Description			
			2 Chief and Assistant Police Chief		Salary for 23 FTEs	
			Asst. Chief			
			1 Captain DEA Task Force			
			1 LT Uniform Patrol Commander			
			9 Patrol Officers			
			1 Sgt Community Relations/State Certification			
			1 Records Clerk Manager, 1 Records Clerk			
			4 Sergeants Patrol			
			1 Sgt. CID, 2 CID Detectives			
100	3200	511200	Public Safety/Salaries Part Time			
100	3200	511300	Public Safety/Overtime	25,500.00		
100	3200	511310	Public Safety/ DEAOvertime	28,000.00		
100	3200	512100	Public Safety/Group Ins	255,852.00		
100	3200	512200	Public Safety/FICA	111,015.00	IRS SS Rate (.062)	
100	3200	512300	Public Safety/Medicare	25,963.00	IRS Med Rate (.0145)	
100	3200	512400	Public Safety/Retirement	281,525.00	Rate 0.145	
100	3200	512600	Public Safety-Unemployment	-		
100	3200	512700	Public Safety/Work Comp	93,478.00	GMA	
100	3200	512905	Public Safety/Protective Gear	6,125.00		
100	3200	512910	Public Safety/Uniforms	22,068.00		
			Total 51 - Public Safety Personal Services/Benefits	2,644,244.00		
				-		
52 - PURCHASED/CONTRACTED SERVICES				Cost	Notes	
100	3200	521220	Public Safety/Professional	2,675.00		
			Description			
			Physical Exams	425.00	5@85.00	
			Psychological Exams	1,500.00	5@300.00	
			Polygraph Exams	750.00	5@150.00	
100	3200	521300	Administration Information Technology Services	90,000.00		
			Description			
			VC3 -Annual IT Support	90,000.00	5,000.00 /month(12) 2500/month(12)	
			VC3 - Info Tech Support Service			
100	3200	522200	Public Safety Repairs/Maintenance	59,435.00		
			Rite Weight 350.00	350.00		
			Mobile Comm-Dekalb 2000.00 Per Quarter	8,000.00		
			DragonEye Technology	400.00		
			Other Equip Repairs-Spotlights, Misc	2,500.00		
			Flock Cameras	42,500.00		
			Tyler Technologies	5,685.00		

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
PUBLIC SAFETY DEPT DETAIL**

100	3200	522210	Vehicle Repair/Maintenance	40,000.00	Fleet maintenance
100	3200	522320	Equip/Rental/Lease	65,855.00	
			Toshiba Copier 300.00/month (12)	3,600.00	
			AXON Tasers Lease Payment	16,230.00	
			Utility Body Worn Camera's	42,520.00	
			Eagle Advantage	3,505.00	
100	3200	523100	Prop/Liability Ins	110,400.00	Automobile Liability, Physical Damage, Law Enforcement Liability, & Deductibles
100	3200	523200	Communications	35,000.00	AT&T Firstnet cell phones and cards for patrol vehicles and cameras.
100	3200	523210	Postage	200.00	
100	3200	523300	Advertising	1,000.00	
100	3200	523400	Printing & binding	3,000.00	Letterheads, business cards, and forms
			Description		
100	3200	523500	Travel	14,800.00	
			Description		
			Georgia Chiefs Winter Conference	1,800.00	3 days Chief and AC
			Georgia Chiefs Summer Conference	2,500.00	4 days Chief and AC
			International Chiefs Conference	5,000.00	5 days Chief and AC Hotel and Airfare
			GCIC Training Conferece	1,000.00	3 days Kelly Duffy
			Officers Travel	1,000.00	Routine Classes for Officers
			FBI National Academy	3,500.00	AC 6 days Hotel and Airfare
100	3200	523600	Dues and Fees	19,041.00	
			Description		
			Georgia Association of Chiefs	500.00	Chief and AC 250.00 each
			International Association of Chiefs	400.00	Chief and AC 200.00 each
			International Association of Chiefs NET	550.00	Annual Subscription
			Dekalb Chiefs Association	100.00	Chief and AC 50.00 each
			GPAC Membership	250.00	Annual Subscription
			Power DMS Annual Dues	6,010.00	Annual Subscription
			Guardians	1,620.00	Annual Subscription
			Thomson Reuters Research Database Subscription	2,800.00	CID Annual Subscription
			Other	300.00	Misc. Subscriptions
			Palatine Technology	2,340.00	Annual Subscription
			Archive Social	1,745.00	Annual Membership
			FBI National Academy	165.00	Annual Subscription
			LEADS online annual support	2,261.00	Annual Subscription

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
PUBLIC SAFETY DEPT DETAIL**

100	3200	523700	Education and Training	12,195.00	
			Description		
			GACP Winter Conference	1,000.00	Chief and AC 500.00 each
			GACP Summer Conference	1,000.00	Chief and AC 500.00 each
			IACP Conference	1,000.00	Chief and AC 500.00 each
			GPAC Conference	400.00	State Cert Officer
			Virtual Academy	1,000.00	Officer Educational Tool
			Training for Officers	4,000.00	Officer Education
			GCIC Training	400.00	1 @ 400.00 Records Clerk
			Axon Master Instructor School	2,395.00	Officer Taser Instruction
			FBI National Academy	1,000.00	Chief and AC 500.00 each
100	3200	523901	Pre/InService Employment Drug Testing	-	
100	3200	523910	Other Miscellaneous Expense	3,000.00	Other expenses not covered under other line items.
			52-Total Purchased/Contracted Services	416,601.00	
53 - SUPPLIES				Cost	Notes
			General Supplies & Materials		
100	3200	531100	General Supplies	5,000.00	
100	3200	531120	Special Events	10,000.00	National Night Out, Faith and Blue, Coffee with a Cop
100	3200	531130	Investigative Supplies-CID	3,000.00	
100	3200	531270	Gas, Oil, & Diesel	40,000.00	
100	3200	531400	Books & Periodicals	400.00	Books, manuals, other published info
100	3200	531600	Small Equipment	18,000.00	Ammunition and targets for firearm training. Badgepass badge printer.
100	3200	531700	Uniform		
100	3200	531710	Other Supplies	-	
			53-Total General Supplies & Materials	76,400.00	
54 - GENERADMIN CAPITAL OUTLAY				Cost	Notes
100	3200	542200	Public Safety Capital		
100	3200	542300	Furniture and Fixtures		
100	3200	542400	Computer Equipment	-	
			54-Total General Admin Capital Outlay	-	
57 - PAYMENTS TO OTHERS				Cost	Notes
100	3200	574000	Bad Debt Expense		
			Total 57 - TOTAL PAYMENTS TO OTHERS		
				-	
TOTAL EXPENSES				3,177,245.00	
			Departmental Total	3,177,245.00	
			Round up total		
			Departmental Budget	3,177,245.00	

CITY OF CLARKSTON
2026 PROPOSED BUDGET
Public Works

FUND	DEPT	LINE ITEM	DESCRIPTION	2024 ACTUAL (unaudited)	2025 ADOPTED BUDGET	2025 AMENDED BUDGET	2026 PROPOSED BUDGET
PERSONAL SERVICES/EMPLOYEE BENEFITS							
Public Works Salaries and Wages Expense							
100	4000	511100	Public Works/Salaries	444,840.32	541,268	466,463	570,790
100	4000	511200	Public Works/Salaries Part Time	3,987.00	21,600	21,600	21,600
100	4000	511300	Overtime	11,754.35	7,000	7,000	9,000
100	4000	512100	Public Works/Group Ins	96,224.98	117,936	117,936	111,240
100	4000	512200	Public Works/FICA	28,430.58	35,332	30,694	37,287
100	4000	512300	Public Works/Medicare	6,649.06	8,263	7,178	8,720
100	4000	512400	Public Works/Retirement	98,640.26	82,240	82,240	68,079
100	4000	512700	Public Works/Work Comp	29,122.00	28,493	28,493	23,773
100	4000	512910	Public Works/Uniforms	10,051.49	8,400	8,400	8,500
Total 51 - Public Works Personal Services/Benefits				729,700.04	850,532	770,004	858,989
52 - PURCHASED/CONTRACTED SERVICES							
100	4000	521215	Public Works/Professional	41,304.54	50,000	50,000	50,000
100	4000	521300	Public Worksin/ Information Technology Ser	5,810.77	10,800	10,800	10,800
100	4000	522115	Public Works/Landfill	6,642.50	8,000	8,000	8,000
100	4000	522140	Public Works/Lawn Care ROW	113,980.00	150,000	150,000	150,000
100	4000	522200	Public Works/Repairs/Maint	45,441.10	50,000	50,000	75,000
100	4000	522210	Vehicle Repair and Maint.	33,505.98	25,000	25,000	25,000
100	4000	522320	Equip Rental / Lease	6,210.31	5,000	5,000	5,000
100	4000	523100	Liability Insurance-GIRMA	8,879.00	10,000	10,000	11,500
100	4000	524000	Communications	3,506.53	3,900	3,900	4,500
100	4000	523500	Travel	308.04	3,000	3,000	3,000
100	4000	523600	Dues & Fees	538.00	750	750	950
100	4000	523700	Education	1,680.00	6,000	6,000	6,000
100	4000	523901	Pre/InService Employment Drug Testing				-
100	4000	523910	Other Miscellaneous Expense	1,361.11	1,000	1,000	1,000
100	4000	523920	Bank/Finance Chgs				-
52-Total Purchased/Contracted Services				269,167.88	323,450	323,450	350,750
53 - SUPPLIES							
General Supplies & Materials							
100	4000	531100	General Supplies	6,347.69	10,000	10,000	10,000
100	4000	531120	Special Events & Comm Relations				-
100	4000	531130	Investigative Supplies-CID				-
100	4000	531230	Electricity	100,056.91	106,260	106,260	106,260
100	4000	531270	Gas, Oil, & Diesel	28,055.10	21,000	21,000	15,000
100	4000	531400	Books & Periodicals				-
100	4000	531600	Small Equipment		4,000	4,000	7,500
100	4000	531700	Uniform				-
100	4000	531710	Other Supplies				-
53-Total General Supplies & Materials				134,459.70	141,260	141,260	138,760
54 - Public Works CAPITAL OUTLAY							
100	4000	542200	Public Works Capital	38,545.00	-		-
100	4000	542300	Furniture and Fixtures				-
100	4000	542400	Computer Equipment				-
54-Total Public Safety Capital Outlay				38,545.00	-	-	-
57 - PAYMENTS TO OTHERS							
100	4000	574000	Bad Debt Expense	-	-	-	-
Total 57 - TOTAL PAYMENTS TO OTHERS				-	-	-	-
TOTAL EXPENSES				1,171,872.62	1,315,242	1,234,714	1,348,499

CITY OF CLARKSTON
2026 PROPOSED BUDGET
Public Works DEPT DETAIL

FUND	DEPT	LINE ITEM	DESCRIPTION		
PERSONAL SERVICES/EMPLOYEE BENEFITS					
Salaries and Wages Expense				Cost	Notes
100	4000	511100	Public Works/Salaries	570,790.00	
			Description		
			1 Interim Public Works Director/Public Works Manager		
			2 Equipment Operators II		
			1 CDL Driver		
			2 Crew Leads		
			3 Laborers		Reduced work force - to 3 laborers - Stormwater Subsidizes
			1 Public Works Director		Vacant
100	4000	511200	Public Works/Salaries Part Time	21,600.00	Part-time employee throughout the year
100	4000	511300	Public Works/Overtime	9,000.00	
100	4000	512100	Public Works/Group Ins	111,240.00	See Dr. Baker
100	4000	512200	Public Works/FICA	37,287.00	IRS SS Rate (.062)
100	4000	512300	Public Works/Medicare	8,720.00	IRS Med Rate (.0145)
100	4000	512400	Public Works/Retirement	68,079.00	Rate 0.145
100	4000	512600	Public Works-Unemployment		See Dr. Baker
100	4000	512700	Public Works/Work Comp	23,773.00	GMA
100	4000	512910	Public Works/Uniforms	8,500.00	
			Total 51 - Public Works Personal Services/Benefits	858,989.00	
				-	
52 - PURCHASED/CONTRACTED SERVICES				Cost	Notes
100	4000	521220	Public Works/Professional	50,000.00	
			Description		
			Collaborative	50,000.00	Engineering Services
100	4000	521300	Administration Information Technology Services	10,800.00	
			Description		
			VC3 IT Support	10,800.00	
100	4000	522115	Public Works Landfill	8,000.00	
100	4000	522140	Public Works/Lawn Care Right Of Way	150,000.00	Right of Way Mowing, CSX Mowing
100	4000	522200	Public Works Repairs/Maintenance	75,000.00	
			Traffic Signals, Fencing, Potholes, and Bus Shelters	75,000.00	
100	4000	522210	Vehicle Repair/Maintenance	25,000.00	Fleet maintenance
100	4000	522320	Equip/Rental/Lease	5,000.00	
			Copier and Tools	5,000.00	
100	4000	523100	Prop/Liability Ins	11,500.00	Automobile Liability, Physical Damage, Law Enforcement Liability, & Deductibles
100	4000	523110	Claims and Judgements		
100	4000	523200	Communications	4,500.00	AT&T Firstnet cell phones and cards for patrol vehicles and cameras.
100	4000	523210	Postage		
100	4000	523300	Advertising		

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
Public Works DEPT DETAIL**

100	4000	523500	Travel	3,000.00	
Description					
		APWA Conference	3,000.00	Public Works Conference in Jekyll Island	
100	4000	523600	Dues and Fees	950.00	
Description					
		APWA Dues	950.00		
100	4000	523700	Education and Training	6,000.00	
Description					
		APWA, Executive Leadership Carl Vinson, GA Utility Contractors Association	6,000.00		
100	4000	523901	Pre/InService Employment Drug Testing	-	
100	4000	523910	Other Miscellaneous Expense	1,000.00	Other expenses not covered under other line items.
52-Total Purchased/Contracted Services				350,750.00	
53 - SUPPLIES				Cost	Notes
General Supplies & Materials					
100	4000	531100	General Supplies	10,000.00	
100	4000	531120	Special Events		Poli
100	4000	531130	Investigative Supplies-CID		
100	4000	531230	Electricity	106,260.00	
100	4000	531270	Gas, Oil, & Diesel	15,000.00	
100	4000	531400	Books & Periodicals		Books, manuals, other published info
100	4000	531600	Small Equipment	7,500.00	Street Signs and Tools
100	4000	531700	Uniform		
100	4000	531710	Other Supplies	-	
53-Total General Supplies & Materials				138,760.00	
54 - PUBLIC WORKS CAPITAL OUTLAY				Cost	Notes
100	4000	542200	Public Works Capital		
100	4000	542300	Furniture and Fixtures		
100	4000	542400	Computer Equipment	-	
54-Total General Admin Capital Outlay				-	
57 - PAYMENTS TO OTHERS				Cost	Notes
100	4000	574000	Bad Debt Expense		
Total 57 - TOTAL PAYMENTS TO OTHERS					
				-	
TOTAL EXPENSES				1,348,499.00	

Departmental Total	1,348,499.00
Round up total	
Departmental Budget	1,348,499.00

CITY OF CLARKSTON
2026 PROPOSED BUDGET
Parks

FUND	DEPT	LINE ITEM	DESCRIPTION	2024 ACTUAL (unaudited)	2025 ADOPTED BUDGET	2025 AMENDED BUDGET	2026 PROPOSED BUDGET
51 - PERSONAL SERVICES/EMPLOYEE BENEFITS							
Parks Salaries and Wages Expense							
100	6200	511100	Parks/Salaries	48,462.00	153,950	120,619	119,481
100	6200	511200	Parks/Salaries Part Time				-
100	6200	511300	Overtime		3,000	3,000	2,000
100	6200	512100	Parks/Group Ins	7,376.00	39,312	39,312	22,248
100	6200	512200	Parks/FICA	3,005.00	9,731	7,664	7,532
100	6200	512300	Parks/Medicare	703.00	2,276	1,793	1,762
100	6200	512400	Parks/Retirement	12,016.04	23,543	23,543	18,491
100	6200	512600	Parks-Unemployment	-	-	-	-
100	6200	512700	Parks/Work Comp	-	7,848	7,848	6,164
100	6200	512910	Parks/Uniforms	143.85	2,550	2,550	1,700
Total 51 - Parks Personal Services/Benefits				71,705.89	242,210	206,329	179,378
52 - PURCHASED/CONTRACTED SERVICES							
100	6200	521215	Parks/Professional	23,070.00	27,500	27,500	-
100	6200	521300	Parksin/ IT Services	6,440.03	7,000	7,000	7,000
100	6200	522150	Parks/Pool Management	75,548.90	75,000	75,000	80,000
100	6200	522200	Parks/Repairs/Maint	31,656.55	35,000	30,000	5,000
100	6200	522210	Vehicle Repair and Maint.				2,000
100	6200	522320	Equip Rental / Lease	1,750.32	2,000	2,000	2,000
100	6200	523100	Liability Insurance-GIRMA				-
100	6200	523200	Communications	5,212.52	6,100	6,100	800
100	6200	523210	Postage				-
100	6200	523300	Advertising				-
100	6200	523400	Printing Service	129.00			-
100	6200	523500	Travel				4,200
100	6200	523600	Dues & Fees	125.00			-
100	6200	523700	Education				1,500
100	6200	523901	Pre/InService Employment Drug Testing				-
100	6200	523910	Other Miscellaneous Expense		1,500	6,500	1,500
100	6200	523920	Bank/Finance Chgs				-
52-Total Purchased/Contracted Services				143,932.32	154,100	154,100	104,000
53 - SUPPLIES							
General Supplies & Materials							
100	6200	531100	General Supplies	9,677.14	15,000	15,000	46,500
100	6200	531120	Special Events & Comm Relations				-
100	6200	531130	Investigative Supplies-CID				-
100	6200	531210	Parks/Water & Sewer	2,156.87	3,500	3,500	-
100	6200	531230	Parks/Electricity	23,732.30	22,000	22,000	-
100	6200	531270	Gas, Oil, & Diesel				1,500
100	6200	531400	Books & Periodicals				-
100	6200	531600	Small Equipment	761.39	4,000	4,000	4,000
100	6200	531710	Other Supplies				-
53-Total General Supplies & Materials				36,327.70	44,500	44,500	52,000
54 - Parks CAPITAL OUTLAY							
100	6200	542200	Parks Capital		-		-
100	6200	542300	Furniture and Fixtures				-
100	6200	542400	Computer Equipment				-
54-Total Parks Capital Outlay				-	-	-	-
57 - PAYMENTS TO OTHERS							
100	6200	574000	Bad Debt Expense	-	-	-	-
Total 57 - TOTAL PAYMENTS TO OTHERS				-	-	-	-
TOTAL EXPENSES				251,965.91	440,810	404,929	335,378

CITY OF CLARKSTON
2026 PROPOSED BUDGET
Parks DEPT DETAIL

FUND	DEPT	LINE ITEM	DESCRIPTION		
51 - PARKS AND REC			Salaries and Wages Expense	Cost	Notes
100	6200	511100	Parks/Salaries	119,481.00	
			Description		
			Parks and Recreation Manager		
			Recreation & Aquatics Coordinator		
100	6200	511200	Parks/Salaries Part Time	-	
100	6200	511300	Parks/Overtime	2,000.00	
100	6200	512100	Parks/Group Ins	22,248.00	927*12*2
100	6200	512200	Parks/FICA	7,532.00	IRS SS Rate (.062)
100	6200	512300	Parks/Medicare	1,762.00	IRS Med Rate (.0145)
100	6200	512400	Parks/Retirement	18,491.00	Rate 0.145
100	6200	512700	Parks/Work Comp	6,164.00	GMA
100	6200	512905	Parks/Protective Gear		
100	6200	512910	Parks/Uniforms	1,700.00	
			Total 51 - Public Safety Personal Services/Benefits	179,378.00	
				-	
52 - PURCHASED/CONTRACTED SERVICES				Cost	Notes
100	6200	521215	Parks/Professional	-	
100	6200	522150	Parks/Pool Management	80,000.00	Annual pool maintenance contract.
100	6200	521300	Administration Information Technology Services	7,000.00	
			Description		
			VC3 and Civic Rec	7,000.00	Civic Rec. 6000.00 VC3 TBD
100	6200	522200	Parks Repairs/Maintenance	5,000.00	
			Pavillion, picnic tables, grills, trash cans, electrical etc.	5,000.00	Pavillion, picnic tables, grills, trash cans, electrical , and display cases at Friendship Forest.
100	6200	522210	Vehicle Repair/Maintenance	2,000.00	Tires, emission testing, maintenance, repairs, tag and title, and vehicle cleaning.
100	6200	522320	Equip/Rental/Lease	2,000.00	General equipment rental or lease.
100	6200	523100	Prop/Liability Ins		
100	6200	523200	Communications	800.00	Comcast WiFi 250(12) AT&T Pool House 100(12) AT&T Cell Phone 2@50.00(12)
100	6200	523210	Postage		
100	6200	523300	Advertising		
100	6200	523400	Printing & Binding		
100	6200	523500	Travel	4,200.00	
			Description		
			Parks & Recreatio Director	4,200.00	NRPA Conference 3 days

CITY OF CLARKSTON
2026 PROPOSED BUDGET
Parks DEPT DETAIL

100	6200	523600	Dues and Fees	-	
Description					
100	6200	523700	Education and Training	1,500.00	
Description					
			Park & Recreation Director	1,000.00	NRPA Annual Conference
			Athletic & Aquatics Coordinator	500.00	Aquatics Certification
100	6200	523901	Pre/InService Employment Drug Testing	-	
100	6200	523910	Other Miscellaneous Expense	1,500.00	Other expenses not covered under other line items.
52-Total Purchased/Contracted Services				104,000.00	
53 - SUPPLIES					
				Cost	Notes
General Supplies & Materials					
100	6200	531100	General Supplies	46,500.00	Athletic Equipment, Pool Supplies, and Custodial Supplies
100	7600	531120	Special Events		
100	6200	531130	Investigative Supplies-CID		
100	6200	531210	Water & Sewer	-	Moved to Building and Grounds
100	6200	531230	Electricity	-	Moved to Building and Grounds
100	6200	531270	Gas, Oil, & Diesel	1,500.00	
100	6200	531400	Books & Periodicals		
100	6200	531600	Small Equipment	4,000.00	
100	6200	531700	Uniform		
100	6200	531710	Other Supplies	-	
53-Total General Supplies & Materials				52,000.00	
54 - PARKS ADMIN CAPITAL OUTLAY					
				Cost	Notes
100	6200	542200	Parks Capital		
100	6200	542300	Furniture and Fixtures		
100	6200	542400	Computer Equipment	-	
54-Total Parks & Rec Capital Outlay				-	
57 - PAYMENTS TO OTHERS					
				Cost	Notes
100	6200	562000	Bad Debt Expense		
Total 57 - TOTAL PAYMENTS TO OTHERS					
				-	
TOTAL EXPENSES				335,378.00	

Departmental Total	335,378.00
Round up total	-
Departmental Budget	335,378.00

CITY OF CLARKSTON
2026 PROPOSED BUDGET
Planning & Development

FUND	DEPT	LINE ITEM	DESCRIPTION	2024 ACTUAL (unaudited)	2025 ADOPTED BUDGET	2025 AMENDED BUDGET	2026 PROPOSED BUDGET
PERSONAL SERVICES/EMPLOYEE BENEFITS							
Housing and Development							
100	7400	511100	Zoning & Review Stipend	1,000	3,000	3,000	3,000
100	7400	523700	Other Purchased Services-Education	1,000	2,150	2,150	4,300
		Housing and Development		2,000	5,150	5,150	7,300
Planning & Development Salaries and Wages Expense							
100	7400	511100	Planning & Development/Salaries	263,869	363,320	340,685	381,371
100	7400	512100	Planning & Development/Group Ins	44,542	88,560	88,560	75,456
100	7400	512200	Planning & Development/FICA	15,902	22,526	21,123	23,645
100	7400	512300	Planning & Development/Medicare	3,719	5,268	4,940	5,530
100	7400	512400	Planning & Development/Retirement	60,474	64,221	64,221	55,299
100	7400	512600	Planning & Development-Unemployment				-
100	7400	512700	Planning & Development/Work Comp	3,315	10,194	10,194	10,252
100	7400	512910	Planning & Development/Uniforms	657	1,800	1,800	1,500
		Total 51 - Planning & Development Personal Services/Benef		392,478	555,889	531,523	553,053
52 - PURCHASED/CONTRACTED SERVICES							
100	7400	521215	Planning & Development/Professional	98,550	112,300	112,300	220,000
100	7400	521215	Planning & Development/Safebuilt Inspections	82,181	130,700	130,700	125,000
100	7400	521300	Planning & Development/ IT Services	17,775			29,882
100	7400	522200	Planning & Development/Repairs/Maint				-
100	7400	522210	Vehicle Repair and Maint.	137	3,000	3,000	2,000
100	7400	522320	Equip Rental / Lease				-
100	7400	523100	Liability Insurance-GIRMA				-
100	7400	523200	Communications	5,018	5,200	5,200	3,500
100	7400	523210	Postage				-
100	7400	523300	Advertising	460	1,000	1,000	2,000
100	7400	523400	Printing Service	5,817	3,000	3,000	2,000
100	7400	523500	Travel	8,283	8,700	8,700	6,000
100	7400	523600	Dues & Fees	1,171	2,920	2,920	3,300
100	7400	523700	Education	8,446	8,975	8,975	6,250
100	7400	523901	Pre/InService Employment Drug Testing				-

CITY OF CLARKSTON
2026 PROPOSED BUDGET
Planning & Development

100	7400	523910	Other Miscellaneous Expense				-
100	7400	523920	Bank/Finance Chgs				-
		52-Total Purchased/Contrracted Services		227,839	275,795	275,795	399,932
53 - SUPPLIES							
		General Supplies & Materials					
100	7400	531100	General Supplies	1,238	2,000	2,000	1,500
100	7400	531120	Special Events & Comm Relations		-	-	-
100	7400	531130	Investigative Supplies-CID				-
100	7400	531270	Gas, Oil, & Diesel	410	2,000	2,000	1,000
100	7400	531400	Books & Periodcals				-
100	7400	531600	Small Equipment	4,261	2,000	2,000	1,000
100	7400	531710	Other Supplies				-
		53-Total General Supplies & Materials		5,909	6,000	6,000	3,500
Community Action Projects							
100	7600	521200	Community Action Projects Urban		-		-
100	7600	521215	Community Action Projects Public	7,285			35,000
100	7600	521216	Community-C.A.R.E.S. Grant	-	100,000	100,000	100,000
100	7600	531120	Community Action Special Events	45,589	58,000	58,000	183,000
100	7600	573010	Clarkston Community Center	10,000	-		15,000
100	7600	573015	CDF-Tell Me A Story	6,850			-
100	7600	573040	Senior Programs	-			-
100	7600	570045	Community Development-Early Learning	2,349	-		-
100	7600	573055	Community Development-Health Task Force				-
100	7600	573060	Recreational Programs	5,000			-
100	7600	573065	Community Development-Youth Task Force		-		-
100	7600	573070	Community Development-Business & Economic	15			-
		54-Total Community Action Projects		77,089	158,000	158,000	333,000
57 - PAYMENTS TO OTHERS							
100	7400	574000	Bad Debt Expense	-	-	-	-
		Total 57 - TOTAL PAYMENTS TO OTHERS		-	-	-	-
TOTAL EXPENSES							
				705,315.04	1,000,834	976,468	1,296,785

CITY OF CLARKSTON
2026 PROPOSED BUDGET
Planning & Develop DEPT DETAIL

FUND	DEPT	LINE ITEM	DESCRIPTION		
Housing and Development				Cost	Notes
100	7400	511100	Zoning & Review Stipend	3,000.00	
100	7400	523700	Other Purchased Services-Education	4,300.00	Housing and Development/Historic Preservation Commission
Housing and Development				7,300.00	
51 - Planning & Development Salaries and Wages Expense				Cost	Notes
100	7400	511100	Planning & Development/Salaries	381,371.00	
			Description		
			1 Planning and Econ. Dev. Director		
			2 Code Enforcement Officers		
			1 Econ. Dev. Coordinator		
			1 Econ. Mobility Manager		Accounted for in Multi-Grant Fund - Paid from ICMA EMO Grant
			1 Permit Tech		
100	7400	511200	Planning & Development/Salaries Part Time	-	
100	7400	511300	Planning & Development/Overtime	-	
100	7400	512100	Planning & Development/Group Ins	75,456.00	71472
100	7400	512200	Planning & Development/FICA	23,645.00	IRS SS Rate (.062)
100	7400	512300	Planning & Development/Medicare	5,530.00	IRS Med Rate (.0145)
100	7400	512400	Planning & Development/Retirement	55,299.00	Rate 0.145
100	7400	512600	Planning & Development-Unemployment	-	See Dr. Baker
100	7400	512700	Planning & Development/Work Comp	10,252.00	GMA
100	7400	512910	Planning & Development/Uniforms	1,500.00	
Total 51 - Planning & Dev Personal Services/Benefits				553,053.00	
52 - PURCHASED/CONTRACTED SERVICES				Cost	Notes
100	7400	521215	Planning & Development/Professional	220,000.00	
			Description		
			Consultants	25,000.00	On Call Services
			Comprehensive Plan	155,000.00	
			LCI Update	40,000.00	Livable Centers Update
100	7400	521220	Safebuilt Inspection Services	125,000.00	Building Inspections and Plan Review
100	7400	521300	Administration Information Technology Services	29,882.00	
			Description		
			SageGov Solutions	9,982.00	Permitting Software one half
			ArcGIS	2,500.00	Mapping Software
			VC3 IT Support Fees	6,400.00	800.00 per month (12) Keisha will provide
			Light Box	11,000.00	GIS Software

CITY OF CLARKSTON
2026 PROPOSED BUDGET
Planning & Develop DEPT DETAIL

100	7400	522200	Planning & Development Repairs/Maintenance	-	
100	7400	522210	Vehicle Repair/Maintenance	2,000.00	
100	7400	523100	Prop/Liability Ins		Automobile Liability, Physical Damage, Law Enforcement Liability, & Deductibles
100	7400	523200	Communications	3,500.00	AT&T Firstnet cell phones and cards for patrol vehicles and cameras. Keisha Dixon
100	7400	523210	Postage		
100	7400	523300	Advertising	2,000.00	Board Meetings and Legal Notices
100	7400	523500	Travel	6,000.00	
Description					
		Planning Director		6,000.00	R. Edwards will breakout the costs
		Staff			
100	7400	523600	Dues and Fees	3,300.00	
Description					
		Dekalb Chambers		495.00	
		GA Assoc. of Code Enforcement (2)		210.00	
		American Planning Association		625.00	
		Congress for New Urbanism		195.00	
		GEDA		550.00	
		International Code Council		175.00	
		Updated Code Manuals		489.00	
		Other		261.00	
		HPC		300.00	
100	7400	523700	Education and Training	6,250.00	
Description					
		Planning Director		6,250.00	Provide detail
		Code Compliance (2)			
		Econ Dev Coordinator		-	
		Permit Tech			
100	7400	523901	Pre/InService Employment Drug Testing	-	
100	7400	523910	Other Miscellaneous Expense	-	Other expenses not covered under other line items.
52-Total Purchased/Contracted Services				399,932.00	

CITY OF CLARKSTON
2026 PROPOSED BUDGET
Planning & Develop DEPT DETAIL

53 - SUPPLIES				Cost	Notes
General Supplies & Materials					
100	7400	531100	General Supplies	1,500.00	
100	7400	531120	Special Events	-	
100	7400	531130	Investigative Supplies-CID		
100	7400	531270	Gas, Oil, & Diesel	1,000.00	Have Marcus update based on department code
100	7400	531400	Books & Periodicals		
100	7400	531600	Small Equipment	1,000.00	Tools for measuring distance
100	7400	531700	Uniform		
100	7400	531710	Other Supplies	-	
53-Total General Supplies & Materials				3,500.00	
Community Action Project Funds				Cost	Notes
100	7600	521200	Community Action Projects Urban		
100	7600	521215	Community Action Projects Public	35,000.00	Public Arts Program & Business Economic Development Program
100	7600	521216	Community-C.A.R.E.S. Grant	100,000.00	
100	7600	531120	Community Action Special Events	183,000.00	\$58k SPEC EVENTS PLUS \$125kFOOD DISTRIBUTION
100	7600	573010	Clarkston Community Center	15,000.00	MOU for use of center facility
100	7600	573015	CDF-Tell Me A Story		
100	7600	573040	Senior Programs	-	
100	7600	570045	Community Development-Early Learning		
100	7600	573055	Community Development-Health Task Force		
100	7600	573060	Recreational Programs	-	
100	7600	573065	Community Development-Youth Task Force		
100	7600	573055	Community Development-Business & Economic	-	
Total Community Action Project Funds				333,000.00	
TOTAL EXPENSES				1,296,785.00	
Departmental Total				1,296,785.00	
Round up total					
Departmental Budget				1,296,785.00	

CITY OF CLARKSTON
2026 PROPOSED BUDGET
Debt Service

FUND	DEPT	LINE ITEM	DESCRIPTION	2024 ACTUAL (unaudited)	2025 ADOPTED BUDGET	2025 AMENDED BUDGET	2026 PROPOSED BUDGET
DEBT SERVICE							
			GENERAL ADMINISTRATION				
100	8000	581100	DEBT SERVICE DEBT SERVICE-PRINCIPAL	160,111.87	158,019	158,019	-
100	8000	581200	DEBT SERVICE DEBT SERVICE-PRINCIPAL	129,687.05	99,782	99,782	103,115
100	8000	581300	OTHER DEBT	302,909.11	302,814	302,814	312,472
100	800	581400	DEBT SERVICE DEBT SERVICE-PRINCIPAL				12,000
			Total DEBT SERVICE PRINCIPAL	592,708.03	560,615.00	560,615.00	427,587.00
100	8000	582100	DEBT SERVICE DEBT SERVICE-INTEREST	4,160.11	4,188	4,188	-
100	8000	582200	DEBT SERVICE DEBT SERVICE-INTEREST	12,531.47	8,776	8,776	5,451
100	8000	582300	DEBT SERVICE DEBT SERVICE-INTEREST	47,586.89	47,683	47,683	38,024
100	8000	582400	DEBT SERVICE DEBT SERVICE-INTEREST				2,526
			Total DEBT SERVICE INTEREST	64,278.47	60,647.00	60,647.00	46,001.00
TOTAL DEBT SERVICE EXPENSES				656,986.50	621,262.00	621,262.00	473,588.00

CITY OF CLARKSTON
2026 PROPOSED BUDGET
Debt Service Detail

FUND	DEPT	LINE ITEM	DESCRIPTION		Notes
100	8000	581100	DEBT SERVICE DEBT SERVICE-PRINCIPAL	-	Friendship Forest Redevelopment Bonds- Principal - Last Payment 12/01/2025
100	8000	581200	DEBT SERVICE DEBT SERVICE-PRINCIPAL -Capital Lease		
			City Hall Annex	56,936.00	
			Police Interceptors Take Home Cars	-	
			Public Works Bucket Truck	17,954.00	
			2023 Lease Vehicles (2PW and 1PD)	28,225.00	
			Subtotal 581200	103,115.00	
100	8000	581300	DEBT SERVICE PRINCIPAL BONDS		
			GTIB/SRTA LOAN #1	135,027.00	
			GTIB/SRTA LOAN #2	177,445.00	
			Subtotal 581300	312,472.00	
100	8000	581400	DEBT SERVICE-Principal	12,000.00	2025 Lease Vehicle (City Manager/Admin)/Transfer Edge to PE Director
			Total DEBT SERVICE PRINCIPAL	427,587.00	
100	8000	582100	DEBT SERVICE DEBT SERVICE-INTEREST	-	Friendship Forest Redevelopment Bonds- Interest - Last Payment 12/01/2025
100	8000	582200	DEBT SERVICE DEBT SERVICE-INTEREST		
			City Hall Annex	2,096.00	
			Police Interceptors Take Home Cars	-	
			Public Works Bucket Truck	730.00	
			2023 Lease Vehicles (2PW and 1PD)	2,625.00	
			Subtotal 582200	5,451.00	
100	8000	582300	DEBT SERVICE DEBT SERVICE-INTEREST		
			GTIB/SRTA LOAN #1	23,875.00	
			GTIB/SRTA LOAN #2	14,149.00	
			Subtotal 582300	38,024.00	
100	8000	582400	DEBT SERVICE-INTEREST	2,526.00	2025 Lease Vehicle (City Manager/Admin)
			Total DEBT SERVICE INTEREST	46,001.00	
TOTAL EXPENSES				473,588.00	

CITY OF CLARKSTON, GEORGIA
2026 PROPOSED BUDGET
Sanitation

FUND	DEPT	LINE ITEM	DESCRIPTION	2024 ACTUAL (unaudited)	2025 ADOPTED BUDGET	2025 PROJECTED & AMENDED BUDGET	2026 PROPOSED BUDGET
FUND 540 - SANITATION REVENUE							
540		344110	Sanitation Fees/Enterprise	331,446.00	356,625	356,625	370,000
540		344115	Prior Year Sanitation Fees				-
540		344120	Commercial Business Fees				-
540		361000	Sanitation Interest Revenue				-
			SANITATION FUND REVENUE	331,446.00	356,625	356,625	370,000
52 - PURCHASED/CONTRACTED SERVICES							
540	4520	521200	Purchased Services				-
540	4520	522110	Sanitation/Professional	331,431.11	356,625	356,625	370,000
540	4520	521300	Sanitationin/ Information Technology Services				-
540	4520	522200	Sanitation/Repairs/Maint				-
			52-Total Purchased/Contracted Services	331,431.11	356,625	356,625	370,000
54 - SANITATION CAPITAL OUTLAY							
540	4520	542200	Sanitation Capital		-		-
540	4520	542400	Vehicles				-
			54-Total Sanitation Capital Outlay	-	-	-	-
TOTAL PUBLIC SAFETY EXPENSES				331,431.11	356,625.00	356,625.00	370,000.00
TOTAL SANITATION REVENUE				331,446.00	356,625.00	356,625.00	370,000.00
TOTAL SANITATION EXPENSES				331,431.11	356,625.00	356,625.00	370,000.00
				14.89	-	-	-

CITY OF CLARKSTON, GEORGIA
2026 PROPOSED BUDGET
Sanitation Detail

FUND	DEPT	LINE ITEM	DESCRIPTION		
52 - PURCHASED/CONTRACTED SERVICES			Cost	Notes	
540	4520	522110	Sanitation/Waste Management	370,000.00	
			Description		
			Waste Pro Trash Service	362,000.00	
			Landfill	8,000.00	
			52-Total Purchased/Contracted Services	370,000.00	
TOTAL EXPENSES				370,000.00	
Departmental Total				370,000.00	
Round up total					
Departmental Budget				370,000.00	

CITY OF CLARKSTON
2026 PROPOSED BUDGET
Stormwater

FUND	DEPT	LINE ITEM	DESCRIPTION	2024 ACTUAL (unaudited)	2025 ADOPTED BUDGET	2025 PROJECTED & AMENDED BUDGET	2026 PROPOSED BUDGET
500 - STORMWATER UTILITY REVENUE							
500		344190	Stormwater Fees Fund		332,853	332,853	615,000
500		344195	Prior Yr Stormwater Fees				
500		361000	Stormwater Bank Interest		10	10	10
500		389000	Stormwater - Cost Sharing Construction				
500			Budget From Fund Balance Reserves				
500							
		Total - Stormwater Utility Revenue		-	332,863	332,863	615,010
500 - STORMWATER UTILITY EXPENSES							
500 - PERSONAL SERVICES/EMPLOYEE BENEFITS							
500	4600	511260	Stormwater/Salaries	58,712.30	100,000	100,000	121,716
500	4600	511200	Stormwater/Salaries Part Time				-
500	4600	511300	Overtime				-
500	4600	511310	DEA Overtime				-
500	4600	512260	Stormwater/Group Ins				-
500	4600	512200	Stormwater/FICA	3,593.06	6,200	6,200	7,546
500	4600	512300	Stormwater/Medicare	840.31	1,450	1,450	1,765
500	4600	512400	Stormwater/Retirement				-
500	4600	512600	Stormwater-Unemployment				-
500	4600	512700	Stormwater/Work Comp				-
500	4600	512905	Stormwater/Protective Gear				-
500	4600	512910	Stormwater/Uniforms				-
		Total 51 - Stormwater Personal Services/Benefits		63,145.67	107,650	107,650	131,027
52 - PURCHASED/CONTRACTED SERVICES							
500	4600	521260	Tax Billing/Collection Services	-	-		-
500	4600	521100	General Admin-Customer Service		-		-
500	4600	521200	Professional Svcs	149,086.00	139,000	139,000	150,000
500	4600	522200	Stormwater/Repairs/Maint	1,989.96	18,000	18,000	297,000
500	4600	522210	Vehicle Repair and Maint.	743.42	3,000	3,000	3,000
500	4600	522310	Purchases Service/Rental of Land				-
500	4600	522320	Equip Rental / Lease		3,000	3,000	-
500	4600	523260	Liability Insurance-GIRMA				-
500	4600	523500	Travel				-
500	4600	523600	Dues & Fees	12,789.42	13,000	13,000	3,000
500	4600	523700	Education	1,838.00	2,000	2,000	2,000
500	4600	523901	Pre/InService Employment Drug Testing				-
500	4600	523910	Other Miscellaneous Expense				-
500	4600	523920	Bank/Finance Chgs	35.00			100
		52-Total Purchased/Contrracted Services		166,481.80	178,000	178,000	455,100
53 - SUPPLIES							
	General Supplies & Matericals						
500	4600	531260	General Supplies		2,000	2,000	2,934
500	4600	531600	Small Equipment		3,000	3,000	3,000
500	4600	531700	Uniform				-
500	4600	531710	Other Supplies				-
		53-Total Supplies & Materials		-	5,000	5,000	5,934

CITY OF CLARKSTON
2026 PROPOSED BUDGET
Stormwater

54 - Storm Water CAPITAL OUTLAY							
500	4600	542200	Stormwater Capital	40,000.00	40,000	40,000	-
500	4600	542300	Furniture and Fixtures				-
500	4600	542400	Vehicles				-
		54-Total Public Safety Capital Outlay		40,000.00	40,000	40,000	-
58 - STORMWATER DEBT SERVICE							
500	4600	582200	Debt Service Principal - Garbage Truck				21,616
500	4600	582200	Debt Service Interest - Garbage Truck	1,778.00	1,333	1,333	1,333
		Total 58 - STORMWATER DEBT SERVICE		1,778.00	1,333	1,333	22,949
		TOTAL - Stormwater Utility Expenses		271,405.47	331,983	331,983	615,010
		Stormwater Utility Revenue		-	332,863	332,863	615,010
		Stormwater Utility Expense		271,405.47	331,983	331,983	615,010
				(271,405.47)	880.00	880.00	(0.00)

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
Stormwater Detail**

FUND	DEPT	LINE ITEM	DESCRIPTION		
51 - PERSONEL SERVICES/BENEFITS					
			Description	Cost	Notes
500	4600	511100	Stormwater/Salaries	121,716.00	Laborers Salaries
500	4600	511200	Stormwater/Salaries Part Time		
500	4600	511300	Stormwater/Overtime		
500	4600	512100	Stormwater/Group Ins		
500	4600	512200	Stormwater/FICA	7,546.00	6.20%
500	4600	512300	Stormwater/Medicare	1,765.00	1.45%
500	4600	512400	Stormwater/Retirement		
500	4600	512600	Stormwater-Unemployment		
500	4600	512700	Stormwater/Work Comp		
500	4600	512905	Stormwater/Protective Gear		
500	4600	512910	Stormwater/Uniforms		
Total 51 - Stormwater Personal Services/Benefits				131,027.00	
52 - PURCHASED/CONTRACTED SERVICES					
			Description	Cost	Notes
500	4600	521200	Professional Services	150,000.00	Integrated Science/CIS/Pateco
500	4600	522200	Stormwater Repairs/Maintenance	297,000.00	
500	4600	522310	Purchases Service/Rental of Land	-	
500	4600	522320	Equip/Rental/Lease	3,000.00	
500	4600	523100	Prop/Liability Ins	-	Automobile Liability, Physical Damage, Law Enforcement Liability, & Deductibles
500	4600	523110	Claims and Judgements	-	
500	4600	523200	Communications	-	AT&T Firstnet cell phones
500	4600	523500	Travel	-	
500	4600	523600	Dues and Fees	3,000.00	Community View
500	4600	523700	Education and Training	2,000.00	Stormwater Certification
500	4600	523901	Pre/InService Employment Drug Testing	-	
500	4600	523910	Other Miscellaneous Expense		Other expenses not covered under other line items.
500	4600	523920	Bank/Finance Chgs	100.00	Wellsfargo
52-Total Purchased/Contracted Services				455,100.00	
53 - SUPPLIES					
				Cost	Notes
General Supplies & Materials					
500	4600	531100	General Supplies	2,934.00	Custodial supplies, light bulbs, mulch, plants etc.
500	4600	531600	Small Equipment	3,000.00	weed eater, drills, and blowers
500	4600	531700	Uniform		
500	4600	531710	Other Supplies	-	
53-Total General Supplies & Materials				5,934.00	

CITY OF CLARKSTON
2026 PROPOSED BUDGET
Stormwater Detail

54 - STORMWATER CAPITAL OUTLAY				Cost	Notes
500	4600	542500	Stormwater Capital	-	
54-Total Building & Grounds Capital Outlay				-	
58 - STORMWATER DEBT SERVICE				Cost	Notes
500	4600	581200	Debt Service Principal	21,616.00	Garbage Truck - 2021 Sanitation Vehicle Lease
500	4600	582200	Debt Service Interest	1,333.00	Garbage Truck - 2021 Sanitation Vehicle Lease
Total 58 - TOTAL STORMWATER DEBT SERVICE				22,949.00	
				-	
TOTAL EXPENSES				615,010.00	

Departmental Total	615,010.00
Round up total	
Departmental Budget	615,010.00

**CITY OF CLARKSTON
2026 PROPOSED BUDGET
ARPA**

FUND	DEPT	LINE ITEM	DESCRIPTION	2024 ACTUAL (unaudited)	2025 ADOPTED BUDGET	2025 PROJECTED & AMENDED BUDGET	2026 OBLIGATED BUDGET	2026 PROPOSED BUDGET
260 - PERSONAL SERVICES/EMPLOYEE BENEFITS								
Public Safety Salaries and Wages Expense								
260	1500	511260	ARPA/Salaries	223,516.18	362,213	362,213	373,331	369,090
260	1565	511200	ARPA/Salaries Part Time					-
260	1565	511300	Overtime					-
260	1565	511310	DEA Overtime					-
260	1565	512260	ARPA/Group Ins					-
260	1565	512200	ARPA/FICA	13,830.65	22,417	22,417	24,128	24,128
260	1565	512300	ARPA/Medicare	3,234.59	5,244	5,244	5,643	5,643
260	1565	512400	ARPA/Retirement					-
260	1565	512600	ARPA/Unemployment					-
260	1565	512700	ARPA/Work Comp					4,241
260	1565	512905	ARPA/Protective Gear					-
260	1565	512910	ARPA/Uniforms					-
Total 51 - Building & Grounds Personal Services/Benefits				240,581.42	389,874	389,874		403,102
52 - PURCHASED/CONTRACTED SERVICES								
260	1565	521200	Purchased Services	13,125.00		50,000		-
260	1565	521210	City Attorney					-
260	1565	521215	ARPA/Professional		45,000			-
260	1565	521216	Clarkston C.A.R.E.S.					75,000
260	1565	521300	ARPAin/ Information Technology Services					-
260	1565	522200	ARPA/Repairs/Maint					-
260	1565	522210	Vehicle Repair and Maint.					-
260	1565	522310	Purchases Service/Rental of Land					-
260	1565	522320	Equip Rental / Lease					-
260	1565	523260	Liability Insurance-GIRMA					-
260	1565	523200	Communications	15,447.75			18,000	2,119
260	1565	523920	Bank/Finance Chgs	70.00				-
52-Total Purchased/Contracted Services				129,884.50	45,000	50,000		77,119
53 - SUPPLIES								
General Supplies & Materials								
260	1565	531260	General Supplies					-
53-Total General Supplies & Materials				-	-	-		-
54 - Public Safety CAPITAL OUTLAY								
260	3200	542200	ARPA Capital	-	-	135,000		-
260	1565	542300	Furniture and Fixtures					-
260	1565	542500	Public Safety Violent Crime	19,574.00				-
54-Total Public Safety Capital Outlay				19,574.00	-	135,000		-
57 - PAYMENTS TO OTHERS								
260	7600	572020	Veterans Community Outreach	1,677.13	-	-		-
	7600	573080	Home Weatherization and Repairs	80,592.20	-	-		-
260	7600	573082	Clarkston Community Center	31,409.98	-	-		-
260	7600	573083	Amani Workforce Development	30,770.00	-	-		-
260	7600	573092	Food Distribution	115,892.00	-	100,000	100,000	125,000
260	7600	573097	Utility Assistance	2,520.43	-	-		-
260	7600	574000	Bad Debt Expense	3,576.09	-	-		-
Total 57 - TOTAL PAYMENTS TO OTHERS				266,437.83	-	100,000.00		125,000.00
TOTAL PUBLIC SAFETY EXPENSES				656,477.75	434,874	674,874		605,221

AMERICAN RESCUE PLAN GRANT AMOUNT	4,719,115.00	
SPENT IN FY2021	(1,012,864.00)	3,706,251
SPENT IN FY2022	(895,843.00)	2,810,408.00
PROJECTED SPENDING IN FY2023	(862,031.00)	1,948,377.00
PROJECTED SPENDING IN FY2024	(668,282.00)	1,280,095.00
PROJECTED SPENDING IN FY2025	(674,874.00)	605,221.00
PROJECTED SPENDING IN FY2026	(605,221.00)	-

2026 PROPOSED BUDGET
ARPA Detail

FUND	DEPT	LINE ITEM	DESCRIPTION		
51 - PERSONAL SERVICES/EMPLOYEE BENEFITS					
Salaries and Wages Expense				Cost	Notes
260		511100	ARPA/Salaries	369,090.00	
			Description		
			Administrative Assistant	56,506.00	1590
			Accountant	73,645.00	1510
			Code Enforcement	65,776.00	7400
			Diversity Equity Inclusion	86,888.00	1570
			Public Safety	86,275.00	3200
260		511200	ARPA/Salaries Part Time		
260		511300	ARPA/Overtime		
260		512100	ARPA/Group Ins		
260		512200	ARPA/FICA	24,128.00	
260		512300	ARPA/Medicare	5,643.00	
260		512400	ARPA/Retirement		
260		512600	ARPA-Unemployment		
260		512700	ARPA/Work Comp	4,241.00	
260		512905	ARPA/Protective Gear		
260		512910	ARPA/Uniforms		
		Total 51 - APRA Personal Services/Benefits		403,102.00	
52 - PURCHASED/CONTRACTED SERVICES					
				Cost	Notes
260		521100	Tax Billing/Collection Services	-	
260		521110	Gen Adm-Board Elections	-	
260		521200	Purchased Services	-	
			Description		
				-	
				-	
260		521210	City Attorney	-	
260		521215	ARPA/Professional	-	
			Description		
			Grant Administrator	-	
260		521216	Clarkston CARES	75,000.00	Subsidizes GF CARES Program
				75,000.00	
260		523200	Communications	2,119.00	

2026 PROPOSED BUDGET
ARPA Detail

260		523210	Postage		
260		523910	Other Miscellaneous Expense		Other expenses not covered under other line items.
260		523920	Bank/Finance Chgs	-	
			52-Total Purchased/Contracted Services	77,119.00	
53 - SUPPLIES					
				Cost	Notes
			General Supplies & Materials		
			53-Total General Supplies & Materials	-	
54 - ARPA CAPITAL OUTLAY					
				Cost	Notes
260		542200	ARPA Capital		
260		542300	Furniture and Fixtures		
260		542400	Computer Equipment	-	
			54-Total Building & Grounds Capital Outlay	-	
57 - PAYMENTS TO OTHERS					
				Cost	Notes
260		573092	Food Distribution	125,000.00	
			Total 57 - TOTAL PAYMENTS TO OTHERS	125,000.00	
				-	
TOTAL ADMIN 011 EXPENSES				605,221.00	
			Departmental Total	605,221.00	
			Round up total		
			Departmental Budget	605,221.00	

CITY OF CLARKSTON MULTIPLE GRANT FUND – 250

FUND	DEPT	LINE ITEM	DESCRIPTION	2024 ACTUAL (unaudited)	2025 ADOPTED BUDGET	2025 AMENDED BUDGET	2026 PROPOSED BUDGET
MULTIPLE GRANT FUND							
REVENUE							
250		3341100	GDOT LMIG/LARP	248,249	120,000	120,000	125,000
250			LRA			137,876	
250			OPIOD SETTLEMENTS	12,951	10,000	1,170	1,170
250			ARC - Greenway LCI	171,640	-	-	-
250		331155	NRPA 10 Minute Walk Grant	6,521	-	-	-
250			US Dept of Justice BVP Vests	4,000	4,000	-	2,150
250			SS4A - Safe Streets For All	-	1,000,000	1,000,000	-
250			ICMA - EMLI	-	-	5,000	-
250			ICMA - Economic Mobility Spec	-	-	13,135	107,612
250			Public Safety & Violent Crime Reduction	190,000	161,500	75,000	75,000
Total MULTIPLE GRANT REVENUE				633,361	1,295,500	1,352,181	310,932
EXPENDITURES							
250		3341100	GDOT LMIG/LARP	248,249	120,000	120,000	-
250			LRA				
250			OPIOD SETTLEMENTS	12,951	10,000	1,170	1,170
250			ARC - Greenway LCI	171,640	-	-	-
250		331155	NRPA 10 Minute Walk Grant	6,521	-	-	-
250			US Dept of Justice BVP Vests	4,000	4,000	-	2,150
250			SS4A - Safe Streets For All	-	1,000,000	1,000,000	
250			ICMA - EMLI	-	-	5,000	-
250			ICMA - Economic Mobility Spec	-	-	13,135	107,612
250			Public Safety & Violent Crime Reduction	190,000	161,500	75,000	75,000
Total MULTIPLE GRANT EXPENDITURES				633,361	1,295,500	1,214,305	185,932
NET REVENUE/(EXPENSES)				-	-	137,876	125,000

NOTES

City Engineering Office is recommending rollover of FY2026 Local Maintenance Improvement Grant Funding (LMIG) in the amount \$125K to ensure adequate funding for selected transportation projects.

City Engineering Office is recommending use of FY2025 LRA Grant Funding (in the amount of \$137,876 for milling/resurfacing of 6 city streets and striping of 2 city streets. 2026 SPLOST II Fund revenue is recommended to subsidize estimated milling and resurfacing costs.

ICMA Economic Mobility Specialist Program Grant - The City has been awarded \$345,000 over the course of 30 months to hire an Economic Mobility Specialist. The City is responsible for employer taxes and employee related benefits to include health and retirement program benefits. FY2026 expenditures are estimated at \$107,612 for the EMO Specialist Salary (\$80,000) and associated employer expenses, employee benefits, and misc. (travel, etc.).

Safe Streets For All (Planning Phase) is a federal award of \$1 million. The City's match is \$300K. Grant expenditures are reimbursed through a drawdown method.

Public Safety & Violent Crime Prevention grant was awarded to the City in 2023. Fusus camera system was installed in late 2023 and the annual subscription of \$75K is paid with the grant proceeds. Grant expenditures are reimbursed through a drawdown method.

US Department of Justice is a 50% grant for the purchase of police vests. Vests for 2026 are estimated at \$4,300. DOJ awarded is estimated at \$2,150.

CITY OF CLARKSTON SPLOST FUND 320

FUND	DEPT	LINE ITEM	DESCRIPTION	2024 ACTUAL (unaudited)	2025 ADOPTED BUDGET	2025 AMENDED BUDGET	2026 PROPOSED BUDGET
SPLOST FUND							
REVENUE							
320		313300	SPLOST Tax Revenue	2,971,510	2,712,000	2,712,000	2,712,000
320		361000	SPLOST Interest Revenue	1,169	10,000	3,500	10,000
320			SPLOST Fund Balance			2,013,923	2,174,960
320			Bond Proceeds	6,873,176		-	
			Total SPLOST FUND REVENUE	9,845,855	2,722,000	4,729,423	4,896,960
320		582100	Bond Legal/Closing Fees	142,000	-	-	-
320	8000	582200	Bond Principal Payments	2,244,000	-	1,765,000	1,855,000
320	8000	582300	Bond Interest Payments	19,523	-	242,423	146,886
320	4200	541400	Construction	1,123,461	2,522,000	2,522,000	2,695,074
320	3200	542200	Public Safety Vehicles	1,123,461	200,000	200,000	200,000
			Total SPLOST FUND EXPENSE	4,652,445	2,722,000	4,729,423	4,896,960
NET REVENUE/EXPENSES							
				5,193,410	-	-	-

SPLOST I TRANSPORTATION PROGRAM EXPENSES

2026 SPLOST I	CONTRACT AMOUNT	CONTRACT AMOUNT EXPENDED TO-DATE	CONTRACT REMAINING	ADDITIONAL FUNDS REQUIRED	2026 ESTIMATED EXPENDITURES
SPLOST 07A -East Ponce at Church Pedestrian Improvements	\$ 1,148,580.20	\$ 658,909.08	\$ 489,671.12	\$ 400,000.00	\$ 400,000.00
Gazebo Installation on Market Street (Nov 25 Work Session)	\$ 82,074.00	\$ -	\$ 82,074.00	\$ -	\$ 82,074.00
Street Tree replacement citywide (Tree Bank and/or SPLOST II)	TBD	TBD	TBD	\$ -	\$ 125,000.00
Norman Rd Decorative Mailboxes	TBD	TBD	TBD	\$ -	\$ 25,000.00
TOTAL ESTIMATED SPLOST I EXPENSES					\$ 632,074.00

SPLOST II TRANSPORTATION PROGRAM EXPENSES

2026 SPLOST II	CONTRACT AMOUNT				2026 ESTIMATED EXPENDITURES
Safe Streets For All - SS4A	\$ 1,300,000.00	TBD	TBD	1,000,000 Fed Grant Funds	\$ 300,000.00
Mell Ave Operational Improvements	TBD				\$ 400,000.00
Milling & Resurfacing	TBD				\$ 146,000.00
East Ponce/Church Street Pedestrian Improv	TBD				\$ 300,000.00
Greenway Trail	\$ 499,810.55	TBD	TBD	\$ 149,810.55	\$ 350,000.00
Various Traffic Calming	TBD				\$ 100,000.00
Norman Rd Replacement Construction/Planning/Design	TBD				\$ 402,000.00
Norman Rd Dam Repairs	TBD				\$ 65,000.00
TOTAL ESTIMATED SPLOST II EXPENSES					\$ 2,063,000.00
TOTAL 2026 SPLOST I & II EXPENSES					\$ 2,695,074.00

SPLOST II PUBLIC SAFETY EXPENDITURES

In order to maintain the vehicle fleet schedule, 3 patrol vehicles and associated equipment and outfitting are scheduled to be purchased each year during the 6-year SPLOST II term. \$200,000 has been allocated for capital asset vehicle outlay purchases.

SPLOST II PARKS AND RECREATION EXPENDITURES

These costs are to be determined based on conclusion of the Parks and Recreation Master Plan Document. The Plan Document is set to be completed by December 31, 2025, and presented to the City Council in early 2026 for consideration of adoption.

FEDERAL SEIZURE FUND

FUND	DEPT	LINE ITEM	DESCRIPTION	2024 ACTUAL (unaudited)	2025 ADOPTED BUDGET	2025 AMENDED BUDGET	2026 PROPOSED BUDGET
FEDERAL SEIZURE FUND							
REVENUE							
			Proceeds	-	-	61,700	-
			Fund Balance	181,800	29,300		32,400
		Total SPLOST FUND REVENUE		181,800	29,300	61,700	32,400
EXPENSES							
	3200	521200	Professional Services	7,500	10,000	10,000	10,000
	3200	522200	Repairs & Maintenance				
	3200	522210	Vehicle Repairs	5,000	5,000	5,000	10,000
	3200	523200	Communications				-
	3200	523400	Printing				
	3200	523500	Travel	-	5,000	5,000	5,000
	3200	523700	Education/Training	-	2,000	2,000	2,000
	3200	523910	Other Expense	-	100	100	100
	3200	531100	General Supplies	-	1,000	1,000	1,300
	3200	531600	Small Equipment	-	6,200	6,200	4,000
	3200	541200	Building & Grounds Improv	140,000			
	3200	542500	Other Capital Equipment	-			-
	3200	581200	Vehicle Lease - Principal	-			
	3200	582200	Vehicle Lease - Interest	-			
		Total SPLOST FUND EXPENSE		152,500	29,300	29,300	32,400
NET REVENUE/EXPENSES				29,300	-	32,400	-

Federal seizure funds for cities come through the Equitable Sharing Program, where local law enforcement agencies receive a share of assets forfeited in joint federal and local investigations. These funds, generated from seizing assets linked to federal crimes like drug trafficking, can be used for a variety of law enforcement and community support purposes, such as purchasing equipment, covering personnel costs, or funding crime prevention programs. The City participates in this Program with the United States Drug Enforcement Agency (DEA). One City of Clarkston officer is assigned to the DEA task force.

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE THE ADOPTION OF A BUDGET PROPOSED BY THE CITY MANAGER CONTAINING ESTIMATES OF THE PROPOSED REVENUES AND EXPENDITURES OF THE CITY OF CLARKSTON, GEORGIA, AND TO PROVIDE FOR THE LEVY OF TAXES FOR EXPENSES OF SAID CITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026.

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

- SECTION 1. That the proposed Fiscal Year 2026 Budget, attached hereto and incorporated herein as a part of this ordinance is hereby adopted as the Budget for the City of Clarkston, Georgia for Fiscal Year 2026, which begins January 1, 2026 and ends on December 31, 2026.
- SECTION 2. That the several items of revenues, other financial resources, and source of cash shown in the budget for each fund in the amounts shown anticipated are hereby adopted, and that the several amounts shown in the budget for each fund as proposed expenditures or expenses and uses of cash are hereby appropriated to the departments named in each fund.
- SECTION 3. That the “legal level of control” as defined in OCGA §36-81 is set at the departmental level, meaning that the City Manager in the capacity as Budget Officer is authorized to move appropriations from one line item to another within a department, but under circumstances may expenditures or expenses exceed the amount appropriated for a department without a further budget amendment approve by the Mayor and City Council.
- SECTION 4. That all appropriations shall lapse at the end of the fiscal year.
- SECTION 5. That this ordinance shall be and remain in full force and effect from and after its date of adoption.
- SECTION 6. That for the said fiscal year 2026, there are no debt service expenses outstanding for bonds.
- SECTION 7. All ordinances or parts of ordinance, inconsistent with this ordinance are hereby repealed.

ADOPTED this 2nd day of December, 2025.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	8B	New Business Items	NO

SUBJECT: To consider the change of ownership and alcohol license application for Buddha Gurung for Montreal Gas & Co., LLC, DBA Chevron Food Mart, located at 1109 Montreal Rd., Clarkston, GA 30021.

PRESENTER CONTACT: Tomika Mitchell

PHONE NUMBER: 404-719-0313

DEPARTMENT: City Clerk's Office

PURPOSE:

Buddha Gurung, owner of Montreal Gas & Co., LLC, doing business as Chevron Food Mart, located at 1109 Montreal Rd., Clarkston, GA 30021, has submitted an application for an alcohol license. This request is due to a change of ownership for the sale of beer, wine, and malt beverages at the gas station and convenience store, formerly known as Thulung Bros, LLC.

IMPACT: The Alcohol Review Committee (ARC) received and reviewed the new alcohol license application and verified the business license has been issued, all on-site inspections and measurements have been performed, background checks were conducted and passed, and zoning compliance has been performed.

FUNDING SOURCE: N/A

RECOMMENDATION:

The ARC has determined that the change of ownership application complies with all requirements and recommends approval of the alcohol license application.

Permit # 66667

New Alcohol Beverage License Application

Instructions: This application must be typed or printed legibly and executed under oath. Each question must be fully answered. If space provided is not sufficient to answer the question please use a separate sheet of paper. Holding an alcohol beverage license with the City of Clarkston is a privilege.

☒ New ☐ Amendment

Date: 09/08/2025

Contact Name: BUDDHA GURUNG

Phone: [REDACTED]

Business/Trade Name: MONTREAL GAS & CO, LLC

D/B/A: CHEVRON FOOD MART

Business Address: 1109 MONTREAL RD CLARKSTON, GA 30021

Emergency Contact Name: BUDDHA GURUNG

Phone: [REDACTED]

TYPE OF BUSINESS

- ☐ Convenience Store
- ☐ Grocery Store
- ☐ Package Store
- ☐ Manufacturer
- ☐ Specialty Beverage Store
- ☐ Restaurant
- ☐ Wholesale
- ☒ Other: GAS STATION AND CONVENIENCE STORE

RECEIVED

SEP 22 2025

CITY OF CLARKSTON

TYPE OF LICENSE AND FEES

Retail Dealers On-Premise Consumption/Retail Dealers Package

- ☐ Beer/Malt Beverages: \$862
 - ☐ Wine: \$862
 - ☒ Beer/Wine/Malt Beverages: \$1,150
 - ☐ Distilled Spirits: \$2,875
 - ☐ Retail Dealer - Wholesale Wine/Beer/Malt Beverages: \$405
 - ☐ Retail Dealer - Wholesale Wine/Beer/Malt Beverages/ Distilled Spirits: \$3,278
 - ☐ Wholesale Beer/Wine/Malt Beverages: \$520
 - ☐ Wholesale Distilled Spirits (City): \$5,750; No location in City: \$450
 - ☒ Administrative (Investigative Application); Fee (applicable to all Licenses): \$260.00
- Employee Work Permit Initial/Renewal: \$50.00 (per employee); To apply, please contact the Clarkston Municipal Court Office at (404) 292-9465.

FOR OFFICE USE ONLY

Department	Date	Approve/Deny	Comments
City Clerk			
Planning & Economic Development	9/24/24	✓ KE	
Police Department	11-4-25	KE Duffly	
Quality of Life Officer	9/30/25	Approved.	
City Manager			

APPLICANT INFORMATION

Please submit a passport photograph of owner(s) with completed application.

Full Name: BUDDHA GURUNG Date of Birth: 1985
Current Address:

Name of Agent or Representative (if different from Applicant): BUDDHA GURUNG
Phone:
Address:

Address of Applicant (if different for the past 5 years):

Have you ever been arrested? ☐ Yes ☒ No (If yes, explain)

BUSINESS INFORMATION

Type of business entity: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other

Has an Occupational Tax Certificate been obtained and paid for at said business? ☒ Yes ☐ No (If not issued by the City of Clarkston please include a copy with application.)

Federal Tax ID Number: State Tax ID Number:

Do you own the property? ☐ Yes ☒ No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.) MONTREAL PROPERTIES B&D LLC
1109 MONTREAL RD CLARKSTON, GA 30021

Name each person(s) having a financial interest in the Establishment.

Full Name	Position	Social Security Number	Address	% of Interest
BUDDHA GURUNG	OWNER			100%

Have you or anyone with interest in the establishment ever or do you currently hold an alcohol beverage license with any other municipality, county, or state? ☒ Yes ☐ No

If so, have you or anyone holding interest in the establishment ever been placed on probation or had your license revoked? ☐ Yes ☒ No (If yes, please explain on separate sheet of paper and attach hereto.)

Provide name, address, Social Security Number, and phone number for each Manager if different from owner. A passport photograph, Personnel Statement, and Background Check must be submitted for each manager.

Full Name	Position	Social Security Number	Address	% of Interest
BUDDHA GURUNG	OWNER			100%

If new application for Retail Sale, attach a surveyor's plat and state the straight line distance from property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

Church: 1.5 miles School: 1.6 Miles
 Library: 1.4 Miles Public Recreation: 2.0 Miles

VERIFICATION OF APPLICATION

I hereby make application for an Alcohol Beverage License for the City of Clarkston. I understand that holding this license is a privilege. I do hereby affirm and swear that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand the City of Clarkston reserves the right to enforce any and all ordinances regardless of payment of license fee and further that it is my/our responsibility to conform with said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Clarkston pursuant to O.C.G.A. §16-10-20.



Signature of Applicant or Agent

BUDDHA GURUNG

Print or Type Name

I certify that BUDDHA GURUNG (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

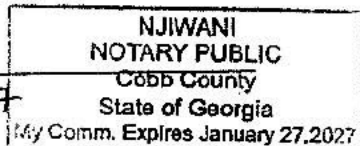
This 09 day of Sept, 2025

Notary Public



My commission expires on:

01-27-2027



BACKGROUND CHECKS & ALCOHOL SERVER PERMITS

An Alcohol License Application must include a background check for all owners, partners and managers.

Fingerprint-based Background Checks and Alcohol Server Permits are conducted at the City of Clarkston, Police Department located at 3921 Church St., Clarkston, GA 30021 on Tuesday's and Thursday's between 9:00a.m. and 2:00p.m., by appointment only.

Fingerprint-based Background Check Fee: \$65.00.

Alcohol Server Permits Fee: \$85.00.

Form of Payment: Cash or Credit Card

Name: Buddha Gyrung Date: 09/08/2025

Business: Montreal Gas & Co. LLC Title: Owner

Are you an Owner or Manager? ☒ Manager ☒ Owner ☐ Partner

If you are an Owner/ Manager have you obtained Personnel Statement from City Hall? ☒ Yes ☐ No

Do you consent to the Clarkston Police Department checking your criminal history? ☒ Yes ☐ No

Have you ever been convicted or has plead guilty or entered a plea of nolo contendere to any crime, misdemeanor, and/or felony involving moral turpitude, lottery, or illegal possession or sale of narcotics or liquors within a period of ten (10) years immediately prior to the filing of such application. ☐ Yes, Please Explain ☒ No

Are you currently serving probation? ☐ Yes, Please Explain ☒ No

For Official Use Only

City Hall:

Authorized By: _____ Date: _____ ID Paid: ☐ Yes ☐ No

Police Department:

Criminal History Record Checked? ☒ Yes ☐ No

Applicant is able to obtain Permit? ☒ Yes ☐ No, If no, please state reason for denial.

Permit No. _____

Signed By: Kellie C. Duffy Date: 11/4/25

Name: Kellie C. Duffy
Please Print Name

ALCOHOLIC BEVERAGE PERSONNEL STATEMENT
OWNERS/MANAGERS/ASSISTANT MANAGERS

For Official Use Only

Type of License: _____

Business: _____

Address: _____

Telephone: _____

Instructions: This personnel statement must be executed under oath or affirmation by every person having any ownership or profit sharing interest in, or managing any place of business applying for license from the City of Clarkston, Georgia to sell or deal in alcoholic beverages or distilled spirits. Please type or print clearly in ink. If not legible, Statement will not be accepted. Each question must be fully answered. If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached. A personnel statement, including two (2) passport-size photographs and two (2) fingerprint cards are required by Questions 31 and 32, for all owners/managers/assistant managers and must be submitted with every license application.

1. BUDDHA GURUNG _____

Full Name of Applicant and Address

2. Social Security Number: _____

3. Driver's License Number: _____

4. Date of Birth: 1985 _____

Place of Birth: _____

5. U.S. Citizen A copy of verifiable identification must be provided at the time of application. Copy of driver's license or State photo ID card.

a. ☒ by birth

b. ☐ Naturalized

Date: N/A _____

Place: N/A _____

Court: N/A _____

Petition Number: N/A _____

Certificate Number: N/A _____

Derived Parent Certificate Number(s) _____

Alien Registration Number: _____

Native Country: _____

Date of Port Entry: _____

6. How long have you been a legal resident of Georgia? 10 Years 02 Months

7. Marital Status ☒ Single ☐ Married ☐ Widowed ☐ Divorced ☐ Separated

8. If married, give spouse's full name N/A

9. Physical Description of Applicant ASIAN Race MALE Sex 5'-03" Height 120 LB Weight
40 YEARS Age BLACK Hair Color BROWN Eyes

10. Education and training specific to restaurant/alcohol field. N/A

11. Have you ever used or been known by any other name ☐ yes ☒ No

12. List maiden name, names by former marriages, former names changed legally or otherwise, aliases or nicknames. For each, list the period which you were known by this name. N/A

13. Are you registered to vote in the state of Georgia ☐ yes ☒ No

County Registered _____ Number of years registered _____

14. For the last calendar year, did you file and pay any County property tax () yes (X) No

15. For the last calendar year, did you file and pay any City property tax () Yes (X) No
Name of City _____

16. Employment record for the past ten (10) years (Give most recent experience first, is self-employed give details)

	From To	Employer	Occupational Duties	Reason for Leaving
a.	12/2011 to 08/2019	- Harrison Poetry	- Cashier	Better Opportunity
b.	09/2019 to 12/2022	- Peachtree mart llc	- Cashier	Better Opportunity
c.	01/2023 to Current	- Thulung bros LLC	- Manager	Current
d.				
e.				
f.				
g.				
h.				

17. List, with your most recent place of residence first, all of your residences for the past ten (10) years

	Date From/To	Street	City	State
a.	02/2011 to 04/2017			
b.	05/2017 to Current			
c.				
d.				
e.				

18. Military Service () Yes (X) No List Serial Number _____ Branch of Service _____
Period of Service _____ Date of Discharge _____ Type of Discharge _____

19. Have you ever been convicted of a felony relating to violence, illegal substances, gambling, theft or alcohol use, or of a crime opposed to decency and morality, or who has been convicted of a crime involving violation of the ordinances of the city or any other city or county relating to the use, sale, taxability, or possession of malt beverages, wine or liquor, or violations of the laws of the state and federal government pertaining to the manufacture, possession, transportation or sale of malt beverages, wine or intoxicating liquors, or the taxability thereof within ten (10) years preceding this application? _____ Yes _____ X _____ No

20. Full name of dealer and trade name, if any, submitting application of which this personnel statement is a part.
N/A _____

21. Position of applicant in dealer's business. N/A _____

22. Does applicant have any ownership/profit sharing interest in the business? (X) Yes () No

State annual salary of applicant or the estimated annual profit or compensation derived from this business.
100% OWNER _____

23. Do you have any financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverages are sold and consumed on the business premises? () Yes (X) No if yes, explain

24. Do you have any financial or are you employed in any wholesale or retail liquor business other than the business submitting the license application of which this personnel statement is a part? () Yes (X) No if yes, give names and locations and amount of interest in each.

25. Do you have any financial interest or are you employed in any business engaged in distilling, bottling, rectifying or selling (wholesale, retail or manufacturing) alcoholic beverages in this state or outside this state which has not otherwise been disclosed in the statement. () Yes (X) No If yes, explain

26. Have you ever had any financial interest in an alcoholic beverage business which was denied a permit? () Yes (X) No if yes, explain

27. Has any alcoholic beverage business in which you hold or have held any financial interest or have been employed, ever been cited for any violation for the rules and regulations of the State Revenue Commission relating to the sale or distribution of distilled spirits? () Yes (X) No If yes, explain

28. Have you ever been denied a bond by a commercial surety company? () Yes (X) No if yes, explain

29. Are you related by blood, marriage or adoption to any persons engaged in any business handling alcoholic beverages, whiskeys or liquors in the State of Georgia. () Yes (X) No

30. Personal References. Give three (3) personal references, not relatives (i.e., former employees, fellow employees or school teachers who are responsible adults, business or professional men or women) who have known you well during the past five (5) years.

Name Dil Rai
Residence [REDACTED]
Business Address 1051 Montreal road clarkston ga 30021
Telephone Number [REDACTED] Number of years known 8 YEARS

Name Raj Kumar limbu
Residence [REDACTED]
Business Address 10125 alcove rd Covington ga 30014
Telephone Number [REDACTED] Number of years known 6 YEARS

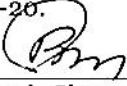
Name Dil bahadur Chhetri
Residence [REDACTED]
Business Address 4785 Lawrenceville hwy lilburn ga 30047
Telephone Number [REDACTED] Number of years known 7 YEARS

31. Attach two (2) passport-size photographs (front view). Write name on back of photographs and also the name of dealer submitting a license application. Initial here if such photographs are attached. BG

32. There must be submitted with this personal statement the fingerprints of applicant on two (2) fingerprint cards, which will be furnished to the City of Clarkston. Initial here that such fingerprint cards are attached. BG

Verification

I, BUDDHA GURUNG, applicant, do solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a City of Clarkston license as a dealer in alcoholic beverage and distilled spirits are true, and no false or fraudulent statements or answer is made therein to procure the granting of such license. I hereby submit for an Alcoholic Beverage Privilege License Personnel Statement for the City of Clarkston. I do hereby swear or affirm that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this statement and any related application. I certify that neither I, nor any of the other owners of the retail or wholesale establishment, nor the manager of such establishment has been convicted or has plead guilty or entered a plea of nolo contendere to any crime, misdemeanor, and/or felony involving moral turpitude, lottery, or illegal possession or sale of narcotics or liquors within a period of ten (10) years immediately prior to the filing of such application. I understand the City of Clarkston reserves the right to enforce any and all ordinances regardless of payment of license fees and further that it is my/our responsibility to conform to said ordinance in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Clarkston pursuant to O.C.G.A. §16-10-20.


Applicant's Signature (full name in ink)

BUDDHA GURUNG
Applicant's Name (Print or Type)

I certify that BUDDHA GURUNG (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 09 day of Sept, 2025.


Notary Public

Seal:

NJIWANI NOTARY PUBLIC Cobb County State of Georgia My Comm. Expires January 27, 2027
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FINGERPRINTS NON-CRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant that is the subject of a Georgia only or a Georgia and Federal Bureau of Investigation (FBI) national fingerprint/biometric-based criminal history record check for a non-criminal justice purpose (such as an application for a job or license, immigration or naturalization, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification that your fingerprints/biometrics will be used to check the criminal history records maintained by the Georgia Crime Information Center (GCIC) and the FBI, when a federal record check is so authorized.
- If your fingerprints/biometrics are used to conduct a FBI national criminal history check, you are provided a copy of the Privacy Act Statement that would normally appear on the FBI fingerprint card.
- If you have a criminal history record, the agency making a determination of your suitability for the job, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The agency must advise you of the procedures for changing, correcting, or updating your criminal history record as set forth in Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a Georgia or FBI criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the agency denies you the job, license or other benefit based on information in the criminal history record.
- In the event an adverse employment or licensing decision is made, you must be informed of all information pertinent to that decision to include the contents of the record and the effect the record had upon the decision. Failure to provide all such information to the person subject to the adverse decision shall be a misdemeanor [O.C.G.A. § 35-3-34(b) and §35-3-35(b)].

You have the right to expect the agency receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of state and/or federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

If the employment/licensing agency policy permits, the agency may provide you with a copy of your Georgia or FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, information regarding how to obtain a copy of your Georgia, FBI or other state criminal history may be obtained at the GBI website (<http://gbi.georgia.gov/obtaining-criminal-history-record-information>).

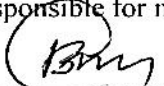
If you decide to challenge the accuracy or completeness of your Georgia or FBI criminal history record, you should send your challenge to the agency that contributed the questioned information. Alternatively, you may send your challenge directly to GCIC provided the disputed arrest occurred in Georgia. Instructions to dispute the accuracy of your criminal history can be obtained at the GBI website (<http://gbi.georgia.gov/obtaining-criminal-history-record-information>).

PRIVACY ACT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

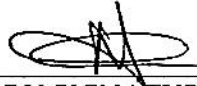
Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.



APPLICANT SIGNATURE

09/08/2025

DATE

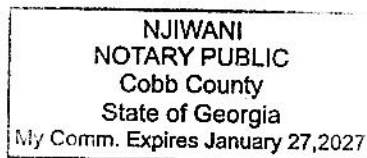


NOTARY SIGNATURE

09/08/2025

DATE

SEAL





I hereby authorize the Clarkston Police Department to conduct a fingerprint-based criminal history record check as part of my Alcoholic Beverage License application.

I understand that the Clarkston Police Department will use the Georgia Crime Information Center to search its criminal history files, as well as the Federal Bureau of Investigation for a federal record check, if authorized.

I acknowledge that the results of this fingerprint check will be electronically transmitted to the Clarkston Police Department, who will review them to assess my suitability for the position I have applied for. I further understand that the Clarkston Police Department will not retain a copy of my criminal record and complies with all confidentiality and security protocols for handling and disseminating state and federal criminal history information.

Fingerprint-based criminal history record checks are available for a fee of \$65.00 and are conducted by the Clarkston Police Department on Tuesdays and Thursdays, by appointment only. You must present a valid photo ID (e.g., driver's license or U.S. Passport) and a signed and notarized Non-Criminal Justice Applicant's Privacy Rights form. The Clarkston Police Department is located at 3921 Church St., Clarkston, GA 30021.

Name: Buddha Gurung

Signature: [Signature]

Date: 10/07/2025

Alcohol Inspection Report

Date of Inspection: September 30, 2025

Inspector: Code Compliance Officer Darion Hammonds

Business Name: Montreal Gas & CO, LLC

Business Address: 1109 Montreal Rd

- Distance measurements confirm there are no school grounds within 100 yards of the business.
- There are no libraries or public parks within 100 yards of the business.
- There are no single-family residences within 50 yards of the business.
- There are no schools within 100 yards of the business.

Zoning Compliance Form

PROPERTY AND BUSINESS INFORMATION

Business Address:
1109 MONTREAL RD CLARKSTON, GA 30021

Parcel ID:
18 118 03 016

Business Name:
MONTREAL GAS & CO, LLC DBA: CHEVRON FOOD MART

Contact Name:
Buddha Gurung

Phone:

Email:

OFFICE@RATIONALESERVICES.COM

Check all applicable boxes:

- | | |
|--|--|
| ☐ New Business | ☐ Change of Address |
| ☐ Home Occupation | ☒ Change of Ownership |
| ☐ Outdoor storage, commercial | ☐ Business vehicle/equipment |
| ☐ Auto Use | ☐ Will Serve Alcohol at this location |

Square Footage of Space:
2080

Business Hours:
06:00 AM TO 12:00 PM

Proposed Use (please provide as much detail as possible):

MOVE IN AS IS GAS STATION WITH

APPLICANT'S CERTIFICATION FOR BUSINESS LOCATION APPROVAL

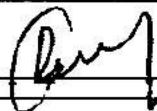
It is the responsibility of every business owner or operator to make certain that the type or nature of business activity being conducted at any location in the City of Clarkston is permitted by and conforms to the Zoning Ordinance and Building Regulations of the City before signing a lease or purchasing a property.

I hereby certify that I have answered all of the questions contained herein and know the same to be true and correct. Further, I understand that any Planning and Zoning approval issued, based upon false information or misrepresentation provided by the applicant, will be null and void and subject to penalty as provided by law and ordinances.

Submit this form and the required floor plan of the commercial space to the Planning & Economic Development Department prior to submitting a New Business License Application. Please note that a change in use will require a parking plan along with the floor plan. You may submit your documents in person at City Hall (1055 Rowland Street) or via email to fetienne@cityofclarkston.com.

Printed Name: BUDDHA GURUNG

Signature:



Date: 05/08/2025

Office Use Only – Please Leave Blank

Parcel ID: 18 118 03 016

Current Zoning: _____

Approved: ✓

Denied: _____

Comments: _____

Zoning Certified By: [Signature] Date: 9/19/25

Office Use Only – Please Leave Blank

Code Compliance Inspection Date: 09/30/25

Approved: ✓

Denied: _____

Comments: _____

Code Compliance Officer: [Signature]

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

MONTREAL GAS & CO LLC
1109 MONTREAL RD
Clarkston, GA 30021

1027
64-2068/511

DATE 09/22/2025

PAY
TO THE
ORDER OF

City of Clarkston

\$ 260.

Two hundred sixty dollars only

DOLLARS /

METRO CITY BANK
www.metrocitybank.com



FOR

Administrative Fee

Only

MP

RECEIPT

DATE 9-22-2025 No. 589031

RECEIVED FROM Montreal Gas & Co LLC \$ 260.00

Two Sixty DOLLARS

☐ FOR RENT
☒ FOR New 2025 Alcohol License Admin Fee

ACCOUNT	
PAYMENT	<u>260.00</u>
BAL DUE	

- ☐ CASH
- ☒ CHECK
- ☐ MONEY ORDER
- ☐ CREDIT CARD

FROM _____ TO _____

BY _____

3-11

MONTREAL GAS & CO LLC
1109 MONTREAL RD
Clarkston, GA 30021

1028

64-2062/611

DATE 09/22/2025

PAY
TO THE
ORDER OF

City of Clarkston

\$ 1150

One thousand One hundred Fifty dollars only

DOLLARS

METRO CITY BANK
www.metrocitybank.com



FOR Beer/Wine/Mat Fee

[Signature]



RECEIPT

DATE 9-22-2025

No. 588033

RECEIVED FROM Montreal Gas & Co LLC

\$ 1,150.00

Eleven hundred Fifty

100

DOLLARS

☐ FOR RENT

☐ FOR

2025 New Alcohol Lic.

Application Fee

ACCOUNT	
PAYMENT	<u>1,150.00</u>
BAL. DUE	

- ☐ CASH
- ☐ CHECK
- ☐ MONEY ORDER
- ☐ CREDIT CARD

FROM

TO

BY

3-11

RECEIPT

DATE 9-22-2025 No. 588032

RECEIVED FROM

Montreal Gas Co LLC

\$ 165.00

DOLLARS

☐ FOR DEBIT

☒ FOR

Sixty Five 00 100

Background check

ACCOUNT

PAYMENT

BAL. DUE

165.00

☐ CASH

☒ CHECK

☐ MONEY

☐ ORDER

☐ CREDIT

☐ CARD

FROM

TO

BY

3-11

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE GOW AND FOIL HOLOGRAM

MONTREAL GAS & CO LLC

1109 MONTREAL RD

Clarkston, GA 30021

1026

04-2003/11

DATE 09/22/2025

PAY
TO THE
ORDER OF

City of Clarkston

Sixty Five dollar only

\$ 65.

DOLLARS

METRO CITY BANK

www.metrocitybank.com

FOR Fingerprint fee



[Signature]





**AFFIDAVIT: BUSINESS SOLD OR
TERMINATED/CLOSED/BANKRUPTCY OR MOVED**

If the business has closed, please return this affidavit signed and notarized by the owner or authorized agent.

I, BISHAN RAI owner/authorized agent of THULUNG BROS LLC

located at 1109 MONTREAL RD CLARKSTON, GA 30021 do hereby certify that on

08/26/2025, said business was (please check one):

☒ **SOLD TO:** MONTREAL GAS & CO, LLC
PRINT NAME

1109 MONTREAL RD CLARKSTON, GA 30021
PRINT ADDRESS (Including Street Number, Suite, Town or City, State and Zip Code)

☐ **TERMINATED/CLOSED/BANKRUPTCY**

☐ **MOVED TO:** _____
PRINT ADDRESS (Including Street Number & Suite)

City, State and Zip Code

I, BISHAN RAI attest that these facts are true and correct.

PRINT NAME

[Signature]
Signature of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 25TH DAY OF Aug, 2025

[Signature]
NOTARY PUBLIC

My Commission Expires: Jan, 27, 2027

**NJIWANI
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires January 27, 2027**



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	8C	New Business Items	NO

SUBJECT: To consider the change of ownership and alcohol license application for Bishal Aryal for 935 Investments, LLC, DBA Stop & Save, located at 935 N. Indian Creek, Clarkston, GA 30021.

PRESENTER CONTACT: Tomika Mitchell

PHONE NUMBER: 404-719-0313

DEPARTMENT: City Clerk's Office

PURPOSE:

Bishal Aryal, owner of 935 Investments, LLC, doing business as Stop & Save, located at 935 N. Indian Creek, Clarkston, GA 30021, has submitted a change of ownership application for an alcohol license to sell beer, wine, and malt beverages at the grocery store, formerly known as Stop & Save Group, LLC.

IMPACT: The Alcohol Review Committee (ARC) received and reviewed the new alcohol license application and verified the business license has been issued, all on-site inspections and measurements have been performed, background checks were conducted and passed, and zoning compliance has been performed.

FUNDING SOURCE: N/A

RECOMMENDATION:

The ARC has determined that the change of ownership application complies with all requirements and recommends approval of the alcohol license application.

New Alcohol Beverage License Application

Permit # 6648

Instructions: This application must be typed or printed legibly and executed under oath. Each question must be fully answered. If space provided is not sufficient to answer the question please use a separate sheet of paper. Holding an alcohol beverage license with the City of Clarkston is a privilege.

Date: 05/05/2025 ☒ New ☐ Amendment
 Contact Name: BISHAL ARYAL Phone: [REDACTED]
 Business/Trade Name: \$ 935 N INDIAN CREEK CLARKSTON GA 30021
 D/B/A: STOP & SAVE
 Business Address: 935 N INDIAN CREEK CLARKSTON GA 30021
 Emergency Contact Name: BISHAL Phone: [REDACTED]

TYPE OF BUSINESS

- ☐ Convenience Store
☒ Grocery Store
☐ Package Store
☐ Manufacturer
☐ Specialty Beverage Store
☐ Restaurant
☐ Wholesale
☐ Other: _____

RECEIVED

AUG 28 2025

CITY OF CLARKSTON

TYPE OF LICENSE AND FEES

Retail Dealers On-Premise Consumption/Retail Dealers Package

- ☐ Beer/Malt Beverages: \$862
☐ Wine: \$862
☒ Beer/Wine/Malt Beverages: \$1,150
☐ Distilled Spirits: \$2,875
☐ Retail Dealer - Wholesale Wine/Beer/Malt Beverages: \$405
☐ Retail Dealer - Wholesale Wine/Beer/Malt Beverages/ Distilled Spirits: \$3,278
☐ Wholesale Beer/Wine/Malt Beverages: \$520
☐ Wholesale Distilled Spirits (City): \$5,750; No location in City: \$450
☒ Administrative (Investigative Application); Fee (applicable to all Licenses): \$260.00
 Employee Work Permit Initial/Renewal: \$50.00 (per employee); To apply, please contact the Clarkston Municipal Court Office at (404) 292-9465.

FOR OFFICE USE ONLY

Department	Date	Approve/Deny	Comments
City Clerk	9/19/25	Approved.	<i>Dan Danner</i>
Planning & Economic Development	9/2/25	Approve	<i>Paul E. Smith</i>
Police Department	11/4/25	Approve	<i>Kelli E. Duff</i>
Quality of Life Officer			
City Manager			

APPLICANT INFORMATION

Please submit a passport photograph of owner(s) with completed application.

Full Name: BISHAL ARYAL

Date of Birth: [REDACTED] 1993

Current Address: [REDACTED]

Name of Agent or Representative (if different from Applicant): BISHAL ARYAL

Phone: [REDACTED]

Address: [REDACTED]

Address of Applicant (if different for the past 5 years):

N/A

Have you ever been arrested? ☐ Yes ☒ No (If yes, explain) _____

BUSINESS INFORMATION

Type of business entity: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other

Has an Occupational Tax Certificate been obtained and paid for at said business? ☒ Yes ☐ No (If not issued by the City of Clarkston please include a copy with application.) [REDACTED]

Federal Tax ID Number [REDACTED] State Tax ID Number: [REDACTED]

Do you own the property? ☐ Yes ☒ No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.) SEMIRA ALAMIN

938 N INDIAN CREEK CLARKSTON GA 30021

Name each person(s) having a financial interest in the Establishment.

Full Name	Position	Social Security Number	Address	% of Interest
Bishal Aryal	owner	[REDACTED]	[REDACTED]	100

Have you or anyone with interest in the establishment ever or do you currently hold an alcohol beverage license with any other municipality, county, or state? ☐ Yes ☒ No

If so, have you or anyone holding interest in the establishment ever been placed on probation or had your license revoked? ☐ Yes ☒ No (If yes, please explain on separate sheet of paper and attach hereto.)

Provide name, address, Social Security Number, and phone number for each Manager if different from owner. A passport photograph, Personnel Statement, and Background Check must be submitted for each manager.

Full Name	Position	Social Security Number	Address	% of Interest
BISHAL ARYAL	OWNER			100

If new application for Retail Sale, attach a surveyor's plat and state the straight line distance from property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

Church: 528 Yards School: 100 Yards
Library: 288 Yards Public Recreation: 516 Yr.

VERIFICATION OF APPLICATION

I hereby make application for an Alcohol Beverage License for the City of Clarkston. I understand that holding this license is a privilege. I do hereby affirm and swear that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand the City of Clarkston reserves the right to enforce any and all ordinances regardless of payment of license fee and further that it is my/our responsibility to conform with said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Clarkston pursuant to O.C.G.A. §16-10-20.

Bix
Signature of Applicant or Agent

BISHAL ARYAL
Print or Type Name

I certify that BISHAL ARYAL (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 31st day of March, 2025.

[Signature]
Notary Public

My commission expires on: 04/27/2027



BACKGROUND CHECKS & ALCOHOL SERVER PERMITS

An Alcohol License Application must include a background check for all owners, partners and managers.

Fingerprint-based Background Checks and Alcohol Server Permits are conducted at the City of Clarkston, Police Department located at 3921 Church St., Clarkston, GA 30021 on Tuesday's and Thursday's between 9:00a.m. and 2:00p.m., by appointment only.

Fingerprint-based Background Check Fee: \$65.00.

Alcohol Server Permits Fee: \$85.00.

Form of Payment: Cash or Credit Card

Name: Bishal Aryal Date: 10/14/2028

Business: 935 investments LLC Title: owner

Are you an Owner or Manager? ☐ Manager ☒ Owner ☐ Partner

If you are an Owner/ Manager have you obtained Personnel Statement from City Hall? ☒ Yes ☐ No

Do you consent to the Clarkston Police Department checking your criminal history? ☒ Yes ☐ No

Have you ever been convicted or has plead guilty or entered a plea of nolo contendere to any crime, misdemeanor, and/or felony involving moral turpitude, lottery, or illegal possession or sale of narcotics or liquors within a period of ten (10) years immediately prior to the filing of such application. ☐ Yes, Please Explain ☒ No

Are you currently serving probation? ☐ Yes, Please Explain ☒ No

For Official Use Only

City Hall:

Authorized By: _____ Date: _____ ID Paid: ☐ Yes ☐ No

Police Department:

Criminal History Record Checked? ☒ Yes ☐ No

Applicant is able to obtain Permit? ☒ Yes ☐ No, If no, please state reason for denial.

Permit No. _____

Signed By: Kelli C. Duffy Date: 11/4/25

Name: Kelli C. Duffy
Please Print Name

ALCOHOLIC BEVERAGE PERSONNEL STATEMENT
OWNERS/MANAGERS/ASSISTANT MANAGERS

For Official Use Only

Type of License: _____

Business: _____

Address: _____

Telephone: _____

Instructions: This personnel statement must be executed under oath or affirmation by every person having any ownership or profit sharing interest in, or managing any place of business applying for license from the City of Clarkston, Georgia to sell or deal in alcoholic beverages or distilled spirits. Please type or print clearly in ink. If not legible, Statement will not be accepted. Each question must be fully answered. If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached. A personnel statement, including two (2) passport-size photographs and two (2) fingerprint cards are required by Questions 31 and 32, for all owners/managers/assistant managers and must be submitted with every license application.

1. BISHAL ARYAL

Full Name of Applicant and Address

2. Social Security Number: _____

3. Driver's License Number: _____

4. Date of Birth: 1993

Place of Birth: NEPAL

5. U.S. Citizen A copy of verifiable identification must be provided at the time of application. Copy of driver's license or State photo ID card.

a. () by birth

b. () Naturalized

NA

Date: _____

Place: _____

Court: _____

Petition Number: _____

Certificate Number: _____

Derived Parent Certificate Number(s) _____

Alien Registration Number: _____

Native Country: _____

Date of Port Entry: _____

6. How long have you been a legal resident of Georgia? 5 Years 3 Months

7. Marital Status () Single (X) Married () Widowed () Divorced () Separated

8. If married, give spouse's full name DAMANTA NEOPANEY

9. Physical Description of Applicant ASIAN Race MALE Sex 5-07 Height 167 Weight
32 Age Black Hair Color Black Eyes

10. Education and training specific to restaurant/alcohol field. N/A

11. Have you ever used or been known by any other name () yes (X) No

12. List maiden name, names by former marriages, former names changed legally or otherwise, aliases or nicknames. For each, list the period which you were known by this name. N/A

13. Are you registered to vote in the state of Georgia () yes (X) No

County Registered _____

Number of years registered _____

14. For the last calendar year, did you file and pay any County property tax () yes ☒ No

15. For the last calendar year, did you file and pay any City property tax () Yes ☒ No
Name of City _____

16. Employment record for the past ten (10) years (Give most recent experience first, is self-employed give details)
From To Employer Occupational Duties Reason for Leaving

- a. _____
b. 02/16/2021/08/26/2021 AMAZON Good opportunity
c. 02/25/2021/10/28/2022 B&D Group LLC Better work life balance
d. 01/04/2022 Halla Investment LLC
e. _____
f. _____
g. _____
h. _____

17. List, with your most recent place of residence first, all of your residences for the past ten (10) years
Date From/To Street City State

- a. 08-15-2020 [REDACTED]
b. _____
c. _____
d. _____
e. _____

18. Military Service () Yes ☒ No List Serial Number _____ Branch of Service _____
Period of Service _____ Date of Discharge _____ Type of Discharge _____

19. Have you ever been convicted of a felony relating to violence, illegal substances, gambling, theft or alcohol use, or of a crime opposed to decency and morality, or who has been convicted of a crime involving violation of the ordinances of the city or any other city or county relating to the use, sale, taxability, or possession of malt beverages, wine or liquor, or violations of the laws of the state and federal government pertaining to the manufacture, possession, transportation or sale of malt beverages, wine or intoxicating liquors, or the taxability thereof within ten (10) years preceding this application? _____ Yes ☒ No

20. Full name of dealer and trade name, if any, submitting application of which this personnel statement is a part.
N/A

21. Position of applicant in dealer's business. N/A

22. Does applicant have any ownership/profit sharing interest in the business? ☒ Yes () No

State annual salary of applicant or the estimated annual profit or compensation derived from this business.

\$ 60,000

23. Do you have any financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverages are sold and consumed on the business premises? () Yes ☒ No if yes, explain _____

24. Do you have any financial or are you employed in any wholesale or retail liquor business other than the business submitting the license application of which this personnel statement is a part? () Yes ☒ No if yes, give names and locations and amount of interest in each. _____

25. Do you have any financial interest or are you employed in any business engaged in distilling, bottling, rectifying or selling (wholesale, retail or manufacturing) alcoholic beverages in this state or outside this state which has not otherwise been disclosed in the statement. () Yes ☒ No If yes, explain _____

26. Have you ever had any financial interest in an alcoholic beverage business which was denied a permit? () Yes ☒ No if yes, explain _____

27. Has any alcoholic beverage business in which you hold or have held any financial interest or have been employed, ever been cited for any violation for the rules and regulations of the State Revenue Commission relating to the sale or distribution of distilled spirits? () Yes ☒ No If yes, explain _____

28. Have you ever been denied a bond by a commercial surety company? () Yes ☒ No if yes, explain _____

29. Are you related by blood, marriage or adoption to any persons engaged in any business handling alcoholic beverages, whiskeys or liquors in the State of Georgia. () Yes ☒ No

30. Personal References. Give three (3) personal references, not relatives (i.e., former employees, fellow employees or school teachers who are responsible adults, business or professional men or women) who have known you well during the past five (5) years.

Name SHIVADI SHINDOK
Residence _____
Business Address _____
Telephone Number _____ Number of years known 4 yrs

Name SEOK HUN PARK
Residence _____
Business Address _____
Telephone Number _____ Number of years known 4 yrs

Name KHALID S. MUSSAIN
Residence _____
Business Address _____
Telephone Number _____ Number of years known 4 yrs

31. Attach two (2) passport-size photographs (front view). Write name on back of photographs and also the name of dealer submitting a license application. Initial here if such photographs are attached. Yes

32. There must be submitted with this personal statement the fingerprints of applicant on two (2) fingerprint cards, which will be furnished to the City of Clarkston. Initial here that such fingerprint cards are attached. Yes



NON-CRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant that is the subject of a Georgia only or a Georgia and Federal Bureau of Investigation (FBI) national fingerprint/biometric-based criminal history record check for a non-criminal justice purpose (such as an application for a job or license, immigration or naturalization, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification that your fingerprints/biometrics will be used to check the criminal history records maintained by the Georgia Crime Information Center (GCIC) and the FBI, when a federal record check is so authorized.
- If your fingerprints/biometrics are used to conduct a FBI national criminal history check, you are provided a copy of the Privacy Act Statement that would normally appear on the FBI fingerprint card.
- If you have a criminal history record, the agency making a determination of your suitability for the job, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The agency must advise you of the procedures for changing, correcting, or updating your criminal history record as set forth in Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a Georgia or FBI criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the agency denies you the job, license or other benefit based on information in the criminal history record.
- In the event an adverse employment or licensing decision is made, you must be informed of all information pertinent to that decision to include the contents of the record and the effect the record had upon the decision. Failure to provide all such information to the person subject to the adverse decision shall be a misdemeanor [O.C.G.A. § 35-3-34(b) and §35-3-35(b)].

You have the right to expect the agency receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of state and/or federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

If the employment/licensing agency policy permits, the agency may provide you with a copy of your Georgia or FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, information regarding how to obtain a copy of your Georgia, FBI or other state criminal history may be obtained at the GBI website (<http://gbi.georgia.gov/obtaining-criminal-history-record-information>).

If you decide to challenge the accuracy or completeness of your Georgia or FBI criminal history record, you should send your challenge to the agency that contributed the questioned information. Alternatively, you may send your challenge directly to GCIC provided the disputed arrest occurred in Georgia. Instructions to dispute the accuracy of your criminal history can be obtained at the GBI website (<http://gbi.georgia.gov/obtaining-criminal-history-record-information>).

PRIVACY ACT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Verification

I, BISHAL ARYAL, applicant, do solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a City of Clarkston license as a dealer in alcoholic beverage and distilled spirits are true, and no false or fraudulent statements or answer is made therein to procure the granting of such license. I hereby submit for an Alcoholic Beverage Privilege License Personnel Statement for the City of Clarkston. I do hereby swear or affirm that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this statement and any related application. I certify that neither I, nor any of the other owners of the retail or wholesale establishment, nor the manager of such establishment has been convicted or has plead guilty or entered a plea of nolo contendere to any crime, misdemeanor, and/or felony involving moral turpitude, lottery, or illegal possession or sale of narcotics or liquors within a period of ten (10) years immediately prior to the filing of such application. I understand the City of Clarkston reserves the right to enforce any and all ordinances regardless of payment of license fees and further that it is my/our responsibility to conform to said ordinance in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Clarkston pursuant to O.C.G.A. §16-10-20.

Bishal Aryal
Applicant's Signature (full name in ink)

BISHAL ARYAL
Applicant's Name (Print or Type)

I certify that BISHAL ARYAL (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 31st day of March, 2025.

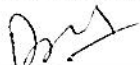
[Signature]
Notary Public

Seal:

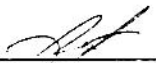


Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.


APPLICANT SIGNATURE

03/31/2025
DATE


NOTARY SIGNATURE

03/31/2025
DATE

SEAL





I hereby authorize the Clarkston Police Department to conduct a fingerprint-based criminal history record check as part of my Alcoholic Beverage License application.

I understand that the Clarkston Police Department will use the Georgia Crime Information Center to search its criminal history files, as well as the Federal Bureau of Investigation for a federal record check, if authorized.

I acknowledge that the results of this fingerprint check will be electronically transmitted to the Clarkston Police Department, who will review them to assess my suitability for the position I have applied for. I further understand that the Clarkston Police Department will not retain a copy of my criminal record and complies with all confidentiality and security protocols for handling and disseminating state and federal criminal history information.

Fingerprint-based criminal history record checks are available for a fee of \$65.00 and are conducted by the Clarkston Police Department on Tuesdays and Thursdays, by appointment only. You must present a valid photo ID (e.g., driver's license or U.S. Passport) and a signed and notarized Non-Criminal Justice Applicant's Privacy Rights form. The Clarkston Police Department is located at 3921 Church St., Clarkston, GA 30021.

Name: BISHAL ARYAL

Signature: 

Date: 03/31/2025

Zoning Compliance Form

PROPERTY AND BUSINESS INFORMATION	
Business Address: 935 NORTH INDIAN CREEK CLARKSTON	Parcel ID: 4456643
Business Name: 935 Investments LLC (STOP & SAVE)	
Contact Name: Bishal Aryal	
Phone: [REDACTED]	Email: 935 Investments @ Gmail. (L)
Check all applicable boxes: ☐ New Business ☐ Home Occupation ☐ Outdoor storage, commercial ☐ Auto Use ☐ Change of Address ☒ Change of Ownership ☐ Business vehicle/equipment ☒ Will Serve Alcohol at this location	
Square Footage of Space: 2500 sq	
Business Hours: 7 am to 12 am	
Proposed Use (please provide as much detail as possible):	
Change of ownership	
this Property is a Existing Convenience store we sell Lottery Beer & Wine and Groceries	
APPLICANT'S CERTIFICATION FOR BUSINESS LOCATION APPROVAL	
It is the responsibility of every business owner or operator to make certain that the type or nature of business activity being conducted at any location in the City of Clarkston is permitted by and conforms to the Zoning Ordinance and Building Regulations of the City before signing a lease or purchasing a property. I hereby certify that I have answered all of the questions contained herein and know the same to be true and correct. Further, I understand that any Planning and Zoning approval issued, based upon false information or misrepresentation provided by the applicant, will be null and void and subject to penalty as provided by law and ordinances. Submit this form and the required floor plan of the commercial space to the Planning & Economic Development Department prior to submitting a New Business License Application. Please note that a change in use will require a parking plan along with the floor plan. You may submit your documents in person at City Hall (1055 Rowland Street) or via email to fetienne@cityofclarkston.com.	
Printed Name: <u>Bishal Aryal</u>	
Signature: <u>[Signature]</u>	Date: <u>08/22/2025</u>

Office Use Only – Please Leave Blank

Parcel ID: 18 096 1109

Current Zoning: M-1

Approved: ✓

Denied: _____

Comments: _____

Zoning Certified By: [Signature] Date: 9/29/25

Office Use Only – Please Leave Blank

Code Compliance Inspection Date: 9/29/25

Approved: ✓

Denied: _____

Comments: _____

Code Compliance Officer: [Signature]

Alcohol Inspection Report

Date of Inspection: September 18, 2025

Inspector: Code Compliance Officer Darion Hammonds

Business Name: 935 Investments, LLC DBA Stop and Save

Business Address: 935 North Indian Creek Dr

- Distance measurements confirm there are no school grounds within 100 yards of the business.
- There are no libraries or public parks within 100 yards of the business.
- There are no single-family residences within 50 yards of the business.
- There are no schools within 100 yards of the business.

THIS DOCUMENT HAS BLED THROUGH NUMBERS AND A TRUE WATERMARK IN THE PAPER, HOLD UP TO LIGHT TO VIEW

US EXPRESS MONEY ORDER™ No. 33 772435

64-1979/611

NOT VALID OVER FIVE
HUNDRED DOLLARS (\$500.00)

NOT VALID UNLESS THE AMOUNT
IS COMPUTER PRINTED

P.O. BOX 957632, DULUTH, GA 30095 770-495-2330
FILL IN BELOW IMMEDIATELY. IF YOU LOSE UNFILLED
MONEY ORDER YOU HAVE NO RECOURSE TO RECOVER IT.
PAY TO THE ORDER OF CITY OF CLARKSTON

SIGNATURE OF PURCHASER
SIGNER FOR ISSUER

938 NORTH INDIAN CREEK DR

PAY THE SUM OF

\$410 DLSR 00 CENTS
Four Hundred Ten & 00/100 DLSR

FULL ADDRESS
OF PURCHASER

938 N Indian Creek

58843-0 772435

May 7, 2025 (14:40)

FIRST INTERCONTINENTAL BANK, CA

BY SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE.

MOBILE DEPOSIT PROHIBITED

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW



WESTERN UNION FINANCIAL SERVICES INC. ISSUED - Denver, Colorado
19-686024095

MONEY
ORDER

A 353815 D 032925

1955 05
196860240955 L 000461

\$ 500.00

PAY EXACTLY FIVE HUNDRED DOLLARS AND NO CENTS

PAY TO THE
ORDER OF

CITY OF CLARKSTON

PAYMENT FOR/ACCT. #

938 NORTH INDIAN CREEK DR
CLARKSTON GA 30021 SUITE A

938 Investment
PURCHASER'S SIGNATURE
PROHIBITED BY SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE
MOBILE DEPOSIT PROHIBITED

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW



WESTERN UNION FINANCIAL SERVICES INC. ISSUED - Denver, Colorado
19-686024096

MONEY
ORDER

A 353815 D 032925

1955 05
196860240964 L 000461

\$ 500.00

PAY EXACTLY FIVE HUNDRED DOLLARS AND NO CENTS

PAY TO THE
ORDER OF

CITY OF CLARKSTON

PAYMENT FOR/ACCT. #

938 NORTH INDIAN CREEK DR
CLARKSTON GA 30021 SUITE A

938 Investment
PURCHASER'S SIGNATURE
PROHIBITED BY SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE
MOBILE DEPOSIT PROHIBITED

RECEIPT

DATE 8-28-2025

No. 588016

RECEIVED FROM 935 INV LLC / Pishal Aryal \$ 165.00
Sixty Five ⁰⁰/₁₀₀ DOLLARS

☐ FOR RENT
☒ FOR Background check for Alcohol Lic

ACCOUNT		☒ CASH	FROM _____ TO _____ BY _____
PAYMENT	165.00	☐ CHECK	
BAL. DUE		☐ MONEY ORDER	
		☐ CREDIT CARD	

3-11



**AFFIDAVIT: BUSINESS SOLD OR
TERMINATED/CLOSED/BANKRUPTCY OR MOVED**

If the business has closed, please return this affidavit signed and notarized by the owner or authorized agent.

Melief Jomay owner/authorized agent of Stop & Save Group LLC

located at 935 NORTH INDIAN CREEK CLARKSON do hereby certify that on

_____ said business was (please check one):

☒ **SOLD TO:** BISHOP AIRYAL (935 Investment LLC)
PRINT NAME (Suite A)

935 NORTH INDIAN CREEK DR CLARKSON GA 30021
PRINT ADDRESS (Including Street Number, Suite, Town or City, State and Zip Code)

☐ **TERMINATED/CLOSED/BANKRUPTCY**

☐ **MOVED TO:** _____
PRINT ADDRESS (Including Street Number & Suite)

City, State and Zip Code

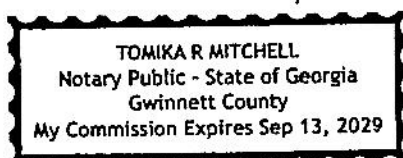
Melief Jomay attest that these facts are true and correct.
PRINT NAME

[Signature]
Signature of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 21st DAY OF November, 2025.

Tomika R. Mitchell
NOTARY PUBLIC

My Commission Expires: 9/13/2029



RECEIVED

NOV 21 2025

CITY OF CLARKSTON



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	8D	New Business Items	NO

SUBJECT: To consider the change of ownership and alcohol license application for Raj Limbu for Pulse Gas, LLC, DBA Brockett Shell and Food, located at 1307 Brockett Rd., Clarkston, GA 30021.

PRESENTER CONTACT: Tomika Mitchell

PHONE NUMBER: 404-719-0313

DEPARTMENT: City Clerk's Office

PURPOSE: Raj Limbu, owner of Pulse Gas, LLC, doing business as Brockett Shell and Food, located at 1307 Brockett Rd., Clarkston, GA 30021, has submitted an application for an alcohol license. This request is due to a change of ownership for the sale of beer, wine, and malt beverages at the gas station and convenience store, formerly known as Jocelyn USA, Inc., DBA Brockett Food Mart.

IMPACT: The Alcohol Review Committee (ARC) received and reviewed the new alcohol license application and verified the business license has been issued, all on-site inspections and measurements have been performed, background checks were conducted and passed, and zoning compliance has been performed.

FUNDING SOURCE: N/A

RECOMMENDATION: The ARC has determined that the change of ownership

application complies with all requirements and recommends approval of the alcohol license application.

New Alcohol Beverage License Application

Instructions: This application must be typed or printed legibly and executed under oath. Each question must be fully answered. If space provided is not sufficient to answer the question please use a separate sheet of paper. Holding an alcohol beverage license with the City of Clarkston is a privilege.

☒ New ☐ Amendment

Date: 10/28/2025

Contact Name: RAJ KUMAR LIMBU Phone: [REDACTED]

Business/Trade Name: PULSE GAS LLC

D/B/A: BROCKETT SHELL AND FOOD

Business Address: 1307 BROCKETT RD CLARKSTON, GA 30021

Emergency Contact Name: RAJ KUMAR LIMBU Phone: [REDACTED]

TYPE OF BUSINESS

- ☐ Convenience Store
- ☐ Grocery Store
- ☐ Package Store
- ☐ Manufacturer
- ☐ Specialty Beverage Store
- ☐ Restaurant
- ☐ Wholesale
- ☒ Other: GAS STATION AND CONVENIENCE STORE

TYPE OF LICENSE AND FEES

Retail Dealers On-Premise Consumption/Retail Dealers Package

- ☐ Beer/Malt Beverages: \$862
 - ☐ Wine: \$862
 - ☒ Beer/Wine/Malt Beverages: \$1,150
 - ☐ Distilled Spirits: \$2,875
 - ☐ Retail Dealer - Wholesale Wine/Beer/Malt Beverages: \$405
 - ☐ Retail Dealer - Wholesale Wine/Beer/Malt Beverages/ Distilled Spirits: \$3,278
 - ☐ Wholesale Beer/Wine/Malt Beverages: \$520
 - ☐ Wholesale Distilled Spirits (City): \$5,750; No location in City: \$450
 - ☒ Administrative (Investigative Application); Fee (applicable to all Licenses): \$260.00
- Employee Work Permit Initial/Renewal: \$50.00 (per employee); To apply, please contact the Clarkston Municipal Court Office at (404) 292-9465.

FOR OFFICE USE ONLY

Department	Date	Approve/Deny	Comments
City Clerk			
Planning & Economic Development	11/1/25	Approved	[Signature]
Police Department	11/25/25	Approved	Kelli C. Duffey
Quality of Life Officer	11/14/25	Approved	[Signature]
City Manager			

APPLICANT INFORMATION

Please submit a passport photograph of owner(s) with completed application.

Full Name: RAJ KUMAR LIMBU

Date of Birth:

1987

Current Address:

Name of Agent or Representative (if different from Applicant): RAJ KUMAR LIMBU

Phone:

Address:

Address of Applicant (if different for the past 5 years):

Have you ever been arrested? ☐ Yes ☒ No (If yes, explain)

BUSINESS INFORMATION

Type of business entity: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other

Has an Occupational Tax Certificate been obtained and paid for at said business? ☒ Yes ☐ No (If not issued by the City of Clarkston please include a copy with application.)

Federal Tax ID Number: 33-3995770

State Tax ID Number:

~~33-3995770~~ 20304836793

Do you own the property? ☐ Yes ☒ No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.)

PULSE GAS LLC
1307 BROCKETT RD CLARKSTON, GA 30021

Name each person(s) having a financial interest in the Establishment.

Full Name	Position	Social Security Number	Address	% of Interest
RAJ KUMAR LIMBU	OWNER			100%

Have you or anyone with interest in the establishment ever or do you currently hold an alcohol beverage license with any other municipality, county, or state? ☒ Yes ☐ No

If so, have you or anyone holding interest in the establishment ever been placed on probation or had your license revoked? ☐ Yes ☒ No (If yes, please explain on separate sheet of paper and attach hereto.)

Provide name, address, Social Security Number, and phone number for each Manager if different from owner.
A passport photograph, Personnel Statement, and Background Check must be submitted for each manager.

Full Name	Position	Social Security Number	Address	% of Interest
RAJ KUMAR LIMBU	OWNER	[REDACTED]	[REDACTED]	100%

If new application for Retail Sale, attach a surveyor's plat and state the straight line distance from property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

Church: 1.4 Miles School: 1.4 Miles
Library: 2.0 Miles Public Recreation: 1.5 miles

VERIFICATION OF APPLICATION

I hereby make application for an Alcohol Beverage License for the City of Clarkston. I understand that holding this license is a privilege. I do hereby affirm and swear that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand the City of Clarkston reserves the right to enforce any and all ordinances regardless of payment of license fee and further that it is my/our responsibility to conform with said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Clarkston pursuant to O.C.G.A. §16-10-20.

Raj K Limbu
Signature of Applicant or Agent

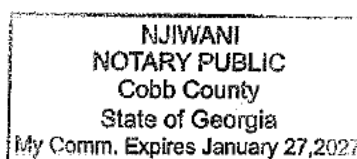
RAJ KUMAR LIMBU
Print or Type Name

I certify that RAJ KUMAR LIMBU (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 28 day of OCT, 2025

[Signature]
Notary Public

My commission expires on: 01-27-2027



BACKGROUND CHECK OWNERS/MANAGERS

An Alcohol Permit Applications must include a background check for all owners, partners and managers.

Application must be made to the City of Clarkston Police Department, Municipal Courts, 3921 Church Street, Clarkston, GA 30021, (404) 292-9465

Hours: 9:00a.m. to 4:00p.m. Monday through Friday

Fees:

Owner/Manger Permits are \$50.00 which includes processing of Criminal History record

Payment Forms: Cash or Credit Card

Name: RAJ KUMAR LIMBU Date: 10/28/2025

Business: PULSE GAS LLC Title: OWNER

Are you an Owner or Manager? ☒ Manager ☒ Owner ☐ Partner

If you are an Owner/ Manager have you obtained Personnel Statement from City Hall? ☒ Yes ☒ No

Do you consent to the Clarkston Police Department checking your criminal history? ☒ Yes ☐ No

Have you ever been convicted or has plead guilty or entered a plea of nolo contendere to any crime, misdemeanor, and/or felony involving moral turpitude, lottery, or illegal possession or sale of narcotics or liquors within a period of ten (10) years immediately prior to the filing of such application. ☐ Yes, Please Explain ☒ No

Are you currently serving probation? ☐ Yes, Please Explain ☒ No

For Official Use Only

City Hall:

Authorized By: _____ Date: _____ ID Paid: ☐ Yes ☐ No

Police Department:

Criminal History Record Checked? ☐ Yes ☐ No

Applicant is able to obtain Permit? ☐ Yes ☐ No, If no, please state reason for denial.

Permit No. _____

Signed By: _____ Date: _____ Name: _____
Please Print Name

ALCOHOLIC BEVERAGE PERSONNEL STATEMENT
OWNERS/MANAGERS/ASSISTANT MANAGERS

For Official Use Only

Type of License: _____

Business: _____

Address: _____

Telephone: _____

Instructions: This personnel statement must be executed under oath or affirmation by every person having any ownership or profit sharing interest in, or managing any place of business applying for license from the City of Clarkston, Georgia to sell or deal in alcoholic beverages or distilled spirits. Please type or print clearly in ink. If not legible, Statement will not be accepted. Each question must be fully answered. If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached. A personnel statement, including two (2) passport-size photographs and two (2) fingerprint cards are required by Questions 31 and 32, for all owners/managers/assistant managers and must be submitted with every license application.

1. RAJ KUMAR LIMBU _____

Full Name of Applicant and Address

2. Social Security Number: _____

3. Driver's License Number: _____

4. Date of Birth: 1987

Place of Birth: NEPAL

5. U.S. Citizen A copy of verifiable identification must be provided at the time of application. Copy of driver's license or State photo ID card.

a. () by birth

b. (X) Naturalized

Date: 11-18-2023

Place: Atlanta, GA

Court: _____

Petition Number: _____

Certificate Number: _____

Derived Parent Certificate Number(s) NA

Alien Registration Number: NA

Native Country: NEPAL

Date of Port Entry: -

6. How long have you been a legal resident of Georgia? 10 Years 02 Months

7. Marital Status (X) Single () Married () Widowed () Divorced () Separated

8. If married, give spouse's full name N/A

9. Physical Description of Applicant ASIAN Race MALE Sex 5'-05" Height 143 LB Weight
37 YEARS Age BLACK Hair Color BROWN Eyes

10. Education and training specific to restaurant/alcohol field. N/A

11. Have you ever used or been known by any other name () yes (X) No

12. List maiden name, names by former marriages, former names changed legally or otherwise, aliases or nicknames. For each, list the period which you were known by this name. N/A

13. Are you registered to vote in the state of Georgia () yes (X) No

County Registered _____

Number of years registered _____

14. For the last calendar year, did you file and pay any County property tax () yes (X) No

15. For the last calendar year, did you file and pay any City property tax () Yes (X) No
Name of City _____

16. Employment record for the past ten (10) years (Give most recent experience first, is self-employed give details)

	From	To	Employer	Occupational Duties	Reason for Leaving
a.	July 2016	September 2021	Harrison Poultry Production	Manager	Better Opportunity
b.	July 2021	June 2022	Lilburn Trail LLC	Manager	Better Opportunity
c.	June 2022	Present	Suberb BRZS LLC	Manager	Current
d.					
e.					
f.					
g.					
h.					

17. List, with your most recent place of residence first, all of your residences for the past ten (10) years

	Date From/To	Street	City	State
a.	02/2016 TO 04/2021			
b.	05/2021 to Current			
c.				
d.				
e.				

18. Military Service () Yes (X) No List Serial Number _____ Branch of Service _____
Period of Service _____ Date of Discharge _____ Type of Discharge _____

19. Have you ever been convicted of a felony relating to violence, illegal substances, gambling, theft or alcohol use, or of a crime opposed to decency and morality, or who has been convicted of a crime involving violation of the ordinances of the city or any other city or county relating to the use, sale, taxability, or possession of malt beverages, wine or liquor, or violations of the laws of the state and federal government pertaining to the manufacture, possession, transportation or sale of malt beverages, wine or intoxicating liquors, or the taxability thereof within ten (10) years preceding this application? _____ Yes _____ X _____ No

20. Full name of dealer and trade name, if any, submitting application of which this personnel statement is a part.
N/A

21. Position of applicant in dealer's business. N/A

22. Does applicant have any ownership/profit sharing interest in the business? (X) Yes () No

State annual salary of applicant or the estimated annual profit or compensation derived from this business.
100% OWNER

23. Do you have any financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverages are sold and consumed on the business premises? () Yes (X) No if yes, explain

24. Do you have any financial or are you employed in any wholesale or retail liquor business other than the business submitting the license application of which this personnel statement is a part? () Yes (X) No if yes, give names and locations and amount of interest in each.

25. Do you have any financial interest or are you employed in any business engaged in distilling, bottling, rectifying or selling (wholesale, retail or manufacturing) alcoholic beverages in this state or outside this state which has not otherwise been disclosed in the statement. () Yes (X) No If yes, explain

26. Have you ever had any financial interest in an alcoholic beverage business which was denied a permit? () Yes (X) No if yes, explain

27. Has any alcoholic beverage business in which you hold or have held any financial interest or have been employed, ever been cited for any violation for the rules and regulations of the State Revenue Commission relating to the sale or distribution of distilled spirits? () Yes (X) No If yes, explain

28. Have you ever been denied a bond by a commercial surety company? () Yes (X) No if yes, explain

29. Are you related by blood, marriage or adoption to any persons engaged in any business handling alcoholic beverages, whiskeys or liquors in the State of Georgia. () Yes (X) No

30. Personal References. Give three (3) personal references, not relatives (i.e., former employees, fellow employees or school teachers who are responsible adults, business or professional men or women) who have known you well during the past five (5) years.

Name Dil Raj
Residence [REDACTED]
Business Address 1051 Montreal road clarkston ga 30021
Telephone Number [REDACTED] Number of years known 8 YEARS

Name Buddha Gurung
Residence [REDACTED]
Business Address 1109 MONTREAL RD CLARKSTON, GA 30021
Telephone Number [REDACTED] Number of years known 6 YEARS

Name Dil bahadur Chhetri
Residence [REDACTED]
Business Address 4785 Lawrenceville hwy lilburn ga 30047
Telephone Number [REDACTED] Number of years known 7 YEARS

31. Attach two (2) passport-size photographs (front view). Write name on back of photographs and also the name of dealer submitting a license application. Initial here if such photographs are attached. RL

32. There must be submitted with this personal statement the fingerprints of applicant on two (2) fingerprint cards, which will be furnished to the City of Clarkston. Initial here that such fingerprint cards are attached. RL

Verification

I, RAJ KUMAR LIMBU, applicant, do solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a City of Clarkston license as a dealer in alcoholic beverage and distilled spirits are true, and no false or fraudulent statements or answer is made therein to procure the granting of such license. I hereby submit for an Alcoholic Beverage Privilege License Personnel Statement for the City of Clarkston. I do hereby swear or affirm that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this statement and any related application. I certify that neither I, nor any of the other owners of the retail or wholesale establishment, nor the manager of such establishment has been convicted or has plead guilty or entered a plea of nolo contendere to any crime, misdemeanor, and/or felony involving moral turpitude, lottery, or illegal possession or sale of narcotics or liquors within a period of ten (10) years immediately prior to the filing of such application. I understand the City of Clarkston reserves the right to enforce any and all ordinances regardless of payment of license fees and further that it is my/our responsibility to conform to said ordinance in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Clarkston pursuant to O.C.G.A. §16-10-20.

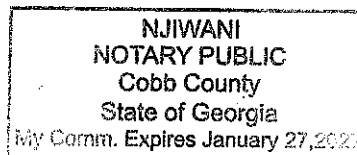
Raj K Limbu
Applicant's Signature (full name in ink)

RAJ KUMAR LIMBU
Applicant's Name (Print or Type)

I certify that RAJ KUMAR LIMBU (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 28 day of Oct, 20 25

[Signature]
Notary Public



Seal:

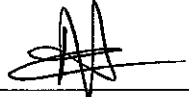
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Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.


APPLICANT SIGNATURE

10/28/2025

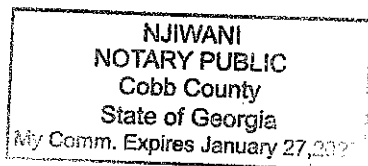
DATE

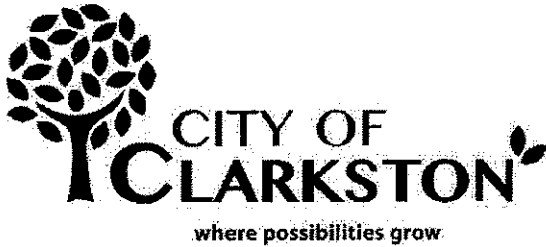

NOTARY SIGNATURE

10/28/2025

DATE

SEAL





I authorize DeKalb County Police Department to conduct a fingerprint based criminal history record check of me, as a part of my City of Clarkston alcohol application.

I understand that DeKalb County Police Department will send my fingerprints to the Georgia Crime Information Center for a search of criminal history information in its files and to the Federal Bureau of Investigation for a search of its files when a federal record check is so authorized.

I understand that the electronic results of this fingerprint check will be received by DeKalb County Police Department and forwarded to the agency responsible for determining my suitability for the position for which I have applied.

I further understand that DeKalb County Police Department will not maintain a copy of my record and that DeKalb County Police Department meets all confidentiality and security requirements for handling and dissemination of state and federal criminal history record information.

DeKalb Police Headquarters
3630 Camp Circle, Decatur, GA 30032- ground floor

Monday-Thursday 8:00-11:00am and 1:00 – 4:00pm

Must bring Photo ID, (Driver's License or US Passport) and \$5.00

Name: RAJ KUMAR LIMBU

Signature: Raj K Limbu

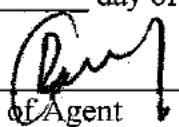
Date: 10-28-2025

**REGISTERED AGENT CONSENT AND INFORMATION FORM
CITY OF CLARKSTON OFFICE OF THE CITY CLERK**

Sec. 3-6(l) All licensed establishments must have and continuously maintain in DeKalb County a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter to be served upon the licensee or owner may be served. This person must be a resident of DeKalb County. The licensee shall file the name of such agent, along with the written consent of such agent with the city.

I, BUDDHA GURUNG, do hereby consent to serve as the Registered Agent for the licensee, owners, officers, and/or directors thereof and to perform all obligations of such agency under the Alcoholic Beverage Ordinance of the city of Clarkston, Georgia. I understand the basic purpose is to have and continuously maintain a Registered Agent upon which any process, notice, or demand required or permitted by law or under said ordinance to be served upon the licensee or owner may be served. I understand that the Registered Agent must be a citizen of the United States and a resident of DeKalb County Georgia. I hereby authorize the Clarkston Police Department to obtain and review copies of any criminal and/or driver's histories in my name or any alias used by me in the past or at the present. I understand that this information may be used against me during the course of the Clarkston Police Department's investigation. I further certify that I will notify the City of Clarkston Office of the City Clerk of any changes effecting my status and/or position with this company.

This 04 day of NOV, 20 25.


Signature of Agent


Email Address

BUDDHA GURUNG

Type or Print Name of Agent


Type or Print Agent's Home Address


Type or Print City, State and Zip Code

12/20/2020

Type or Print Date Moved into the Above Address


Type or Print Social Security Number


Type or Print Driver's License Number

 1985

Type or Print Date of Birth


Type or Print Area Code and Phone Number

RECEIPT		DATE <u>11-5-2025</u>	No. <u>588060</u>
RECEIVED FROM <u>Jocelyn USA INC</u>		\$ <u>260.00</u>	
<u>Two hundred sixty</u>		DOLLARS	
☐ FOR RENT <u>Alcohol</u> ☐ FOR <u>Business License Admin Fee</u>			
ACCOUNT		☐ CASH ☒ CHECK ☐ MONEY ORDER ☐ CREDIT CARD	
PAYMENT	<u>260.00</u>	FROM _____	TO _____
BAL. DUE		BY <u>[Signature]</u>	3-11

JOCELYN USA INC
1307 Brockett Rd
Clarkston, GA 30021

10918
64-2068/611

DATE 11/05/2025

PAY
TO THE
ORDER OF

City of Clarkston

\$ 260.00

two hundred and ~~six~~ sixty dollar

DOLLARS

Security features
included.
Details on back.

METRO CITY BANK

MEMO

[Signature]

MP

⑈010918⑈ ⑆061120686⑆2708105⑈

Pulse Gas, LLC
dba Brockett Shell and Food

} alcohol license
application

Alcohol Inspection Report

Date of Inspection: November 14, 2025

Inspector: Code Compliance Officer Darion Hammonds

Business Name: Pulse Gas LLC

Business Address: 1307 Brockett Rd Clarkston, Ga 30021

- Distance measurements confirm there are no school grounds within 100 yards of the business.
- There are no libraries or public parks within 100 yards of the business.
- There are no single-family residences within 50 yards of the business.
- There are no schools within 100 yards of the business.
- There are no places of business for the retail sale of beer, malt beverages or wine within 200 yards the closest retail sale beer, malt beverages and wine is 289.67 yards away from the business.

SIC CODE - 5541
CLASS 1

No. 2025-NONPS-282
DATE ISSUED:
11/06/2025



This Must Be Displayed in a Conspicuous Place

2025 BUSINESS REGISTRATION / OCCUPATIONAL TAX CERTIFICATE

City of Clarkston, Georgia
736 Park North Blvd., Ste. 120
Clarkston, GA 30021

EXPIRATION DATE: 12/31/2025

NOTIFY THIS OFFICE OF ANY CHANGE IN LOCATION OR OWNERSHIP

GAS STATION WITH CONVENIENCE

Type of Business


Authorized Signature

PULSE GAS, LLC DBA BROCKETT SHELL AND FOOD

Mailing Address
1307 BROCKETT RD
CLARKSTON, GA 30021

Business Address
1307 BROCKETT RD
CLARKSTON, GA 30021

THE ABOVE-NAMED CONCERN IS AUTHORIZED TO DO BUSINESS IN THE CITY OF CLARKSTON SUBJECT TO PROVISIONS OF ALL CITY ORDINANCES.



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	8E	New Business Items	NO

SUBJECT: To consider a resolution appointing members to the Greenway Trail Steering Committee in support of Phase I of the Greenway Trails Project.

PRESENTER CONTACT: City Manager, ChaQuias Miller-Thornton

PHONE NUMBER:

DEPARTMENT: City Manager's Office

PURPOSE: Members to serve as a representative for the Clarkston community by providing strategic guidance in the engineering design and public outreach of Phase I Concept Plans and to ensure the trail project aligns with our community's vision and objectives. The key responsibilities are anticipated to include:

- Provide advice on project strategy, goals, and timelines
- Review project progress and key deliverables
- Assist the City Staff and design firm in stakeholder engagement and communication
- Help to identify and mitigate potential risks and challenges.

The steering committee is scheduled to meet twice (2) over a period of 15 months with each meeting duration of approximately 2 hours.

IMPACT: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: NEXT STEPS: Upon approval of a steering committee by Council and Mayor, staff will proceed with scheduling the first steering committee meeting in December 2025 or January 2026.

Attachment: Steering Committee Member List

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA TO APPOINT MEMBERS TO THE GREENWAY TRAIL STEERING COMMITTEE IN SUPPORT OF PHASE I OF THE GREENWAY TRAILS PROJECT.

* * * * *

WHEREAS, the Greenway Trails Project is a community-wide effort that will ultimately lead to a multi-use trail system that will be built in phases over the coming years; and

WHEREAS, when all phases of the trail system are built, the residents of Clarkston will be able to connect to local parks, neighborhoods, downtown Clarkston and regionally to areas outside of Clarkston such as DeKalb County and the City of Tucker; and

WHEREAS, the entire greenway is envisioned to enhance our quality of life by providing residents with increased access to recreation, alternative transportation options, and a means to enjoy our community's natural resources; and

WHEREAS, the role of the Steering Committee is to serve as a representative for our community by providing critical oversight and strategic guidance in the engineering design of Phase I and to ensure the trail project aligns with our community's vision and objectives; and

WHEREAS, key roles of the Steering Committee include providing advice on project strategy, goals, and timelines, review of project progress and key deliverables; assisting the City Staff and design firm in stakeholder engagement and communication; and helping to identify and mitigate potential risks and challenges; and

WHEREAS, the committee is scheduled to meet three (3) times over a period of 15 months for approximately 1 ½ hours per meeting.

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

Section 1. The individuals listed in *Exhibit A* are hereby appointed as members of the City of Clarkston's Greenway Trails Project Steering Committee.

Section 2. The Steering Committee shall support the Greenway Trails Project as an advisory body to the City Council, Mayor, and City staff.

PASSED, APPROVED AND RESOLVED this _____ day of _____, 2025.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

Greenway Trails Project Steering Committee Appointees

Name



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	8F	New Business Items	

SUBJECT: To consider an ordinance to amend the City of Clarkston Zoning Ordinance, Appendix A, Article VII to add a definition for Townhomes and amend definitions for Duplex, Triplex, Quadplex, and Multiple Family Dwelling.

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Planning and Economic Development

PURPOSE: To define terminology related to attached single-family dwelling types. Specifically, the amendments are intended to establish distinct definitions for “townhome,” “duplex,” “triplex,” and “quadruplex” dwellings to ensure consistent interpretation and application of zoning provisions. These definitions will provide a standardized framework for evaluating future residential development proposals and enhance the clarity of the zoning code.

IMPACT:

FUNDING SOURCE:

RECOMMENDATION: Staff recommends approval of this text amendment.

STAFF ANALYSIS AND REPORT

To: City of Clarkston City Council

From: Richard Edwards, AICP

Subject: Proposed Text Amendments to the City of Clarkston Zoning Ordinance, Appendix A, Article VII to add a definition for Townhomes and amend definitions for Duplex, Triplex, and Quadplex.

Date: December 2, 2025

Background:

The current zoning code does not provide for a definition of townhomes and staff is proposing a text amendment to provide clarity for all future development.

Analysis:

The proposed definitions are as follows:

Dwelling, multiple family: A building designed to be occupied by five (5) or more families living independently of each other, and doing their cooking in said building. Also known as 'multi-family.'

Attached single-family dwellings with a minimum of three (3) and a maximum of seven (7) single-family dwellings that are attached horizontally by a common side wall with each dwelling unit being designed to be occupied by not more than one (1) family.

Dwelling, townhome: Attached single-family dwellings with a minimum of three (3) and a maximum of seven (7) single-family dwellings that are attached horizontally by a common side wall with each dwelling unit being designed to be occupied by not more than one (1) family.

Dwelling, triplex: A building containing not more than three (3) kitchens, designed to be occupied by not more than three (3) families living independently of each other that may be attached horizontally and/or vertically.

Dwelling, two-family (duplex): A building containing not more than two (2) kitchens, designed to be occupied by not more than two (2) families living independently of each other that may be attached horizontally or vertically.

Dwelling, quadruplex: A single structure containing four (4) dwelling units that may be attached horizontally and/or vertically.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TEXT OF THE CLARKSTON ZONING ORDINANCE, APPENDIX A, ARTICLE VII TO AMEND THE DEFINITIONS OF DWELLING TRIPLEX, DWELLING TWO-FAMILY (DUPLEX), DWELLING QUADRUPLEX, DWELLING MULTIPLE FAMILY; AND TO ADD A DEFINITION FOR DWELLING TOWNHOME.

WHEREAS, to provide clarity for the public, the City Council desires to amend Article VII of the Zoning Ordinance by revising the definitions of Dwelling Triplex, Dwelling Two-Family (Duplex) and Dwelling Quadruplex and creating a definition for Dwelling, Townhome; and

WHEREAS, the City has fully complied with the requirements of the Zoning Procedures Law in adopting this ordinance.

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

SECTION 1. Appendix A, Article VII of the City of Clarkston Code of Ordinances is further amended by adding the following definitions:

Dwelling, multiple family: A building designed to be occupied by five (5) or more dwellings living independently of each other and doing their cooking in the said building. Also known as multi-family.

Dwelling, townhome: Attached single-family dwellings with a minimum of three (3) and a maximum of seven (7) single-family dwellings that are attached horizontally by a common side wall with each dwelling unit being designed to be occupied by not more than one (1) family.

Dwelling, triplex: A building containing not more than three (3) kitchens, designed to be occupied by not more than three (3) families living independently of each other that may be attached horizontally and/or vertically.

Dwelling, two-family (duplex): A building containing not more than two (2) kitchens, designed to be occupied by not more than two (2) families living independently of each other that may be attached horizontally or vertically.

Dwelling, quadruplex: A building containing not more than four (4) kitchens, designed to be occupied by not more than four (4) families living independently of each other that may be attached horizontally and/or vertically.

SECTION 2. This ordinance is intended to be severable. Should any portion of this ordinance be judged invalid by a Court of competent jurisdiction, such order or judgment shall not invalidate the remainder of this ordinance.

SECTION 3. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

Notice Published in DeKalb Champion: 11/6/25

Public Hearing Held by City Council: 11/25/25

SO ORDAINED this _____ day of _____, 2025.

ATTEST:

CITY COUNCIL OF
CITY OF CLARKSTON, GEORGIA

Tomika Mitchell, City Clerk

Mayor Beverly H. Burks

Approved as to form:

Stephen G. Quinn, City Attorney

ARTICLE VII. DEFINITIONS

Except as specifically defined herein, all words used in this ordinance have their customary dictionary definitions. For the purposes of this ordinance certain words or terms used herein shall be defined as follows:

- Words used in the singular include the plural and words used in the plural include the singular.
- Words used in the present tense include the future tense.
- The word "erected" includes the words "constructed" "moved" "located" or "relocated".
- The word "lot" includes the words "plot" or "parcel".
- The word "map" or "zoning map" means the zoning map of Clarkston, Georgia.
- The word, "person" includes the words "individuals", "firms", "partnerships", "corporations", "associations", "governmental bodies" and all other legal entities.
- The word "shall" is always mandatory and never discretionary.
- The word "structure" includes the word "building".
- The words "used" or "occupied" include the words "intended, arranged or designed to be used or occupied".

Accessory building: A structure that is incidental and subordinate to the primary structure, located on the same lot, and operated or maintained under the same ownership as the primary structure."

Accessory use: A land use that is incidental and subordinate to the primary use.

Adult day care center: An "adult day care center" as defined by the State of Georgia, as may be amended by the State. O.C.G.A. Section 49-6-82 currently defines an "adult day care center" as a facility serving aging adults that provides adult day care or adult day health services (as such terms are defined by O.C.G.A. Section 49-6-82) for compensation, to three (3) or more persons. The term "adult day care center" shall not include a respite care services program. This definition shall automatically be updated if the State of Georgia amends its definition of "adult day care center."

Agriculture: The production, rearing or storage of crops and/or livestock for sale, lease or personal use, or lands devoted to a soil conservation or forestry management program.

Alley: A public street which ordinarily affords only a secondary means of access to abutting property and is not intended for general traffic circulation.

Alteration: A change or rearrangement in the exterior walls or structural parts, or in the exit facilities, or an enlargement, whether by extending on a side or by increasing the height, or the moving of said building or structure from one (1) location or position to another. In addition to the foregoing, any building or structure shall be considered as being altered whenever it is repaired, renovated, remodeled, or rebuilt at a cost in excess of fifty (50) percent of its fair sales value immediately prior to the beginning of such repairs, renovation, remodeling, or rebuilding.

Assisted living: A profit or nonprofit facility, home, or structure, licensed by the state, for the protective care of two (2) or more adults who need a watchful environment, but do not have an illness, injury, or disability, which requires chronic or convalescent care, including medical and nursing services. Protective care and watchful oversight includes, but is not limited to, a daily awareness by management of the residents' whereabouts, the asking and reminding of residents of their appointments for medical checkups, the ability and readiness of management to intervene if a crisis arises for a resident, and supervision by management in areas of nutrition, medication, and actual provision of transient medical care, with a twenty-four (24) hour responsibility for the well-being of residents of the facility. This use shall not include hospitals, convalescent centers, nursing homes, hospices, clinics, halfway house, a treatment center for alcoholism or drug abuse, or similar institutions devoted primarily to the diagnosis and treatment of the sick or injured.

Automobile repair center or garage: General repair, rebuilding, or reconditioning of engines, motor vehicles, or trailers such as collision service, body repair and frame straightening; painting and upholstering; vehicle steam cleaning; and undercoating.

Automobile service center: Any building, structure or land used for the dispensing or sale of any automobile fuels, oils, or accessories and where general automotive servicing is performed, such as replacement of mufflers, shocks and tires and motor tune-ups, as distinguished from major automotive repairs.

Automobile service station (filling station): A building or structure used for the retail sale and dispensing of fuel, lubricants, tires, batteries, accessories, and supplies, including installation or minor services, customarily incidental thereto; facilities for washing and for chassis and gear lubrication of vehicles are permitted if enclosed in a building.

Automobile storage yard or used car lot: A lot or group of continuous lots used for the storage, display or sale of operable automobiles where no repair work is done. This would include secondhand car lots.

Automobile sales: The use of any building, land area or other premises for the display and sale of new or used motor vehicles, and including any warranty repair work or other repair service; provided, however, that such definition shall not include the sale by an individual of motor vehicles acquired for such individual's own use and actually so used.

Automobile storage yard and wrecker service: An establishment used for the short-term storage of damaged or confiscated vehicles.

Basement (daylight): A story partly underground and having at least one-half ($\frac{1}{2}$) of its height above the average level of the adjoining ground. A basement shall be counted as one-half ($\frac{1}{2}$) story for the purpose of height measurement if used for dwelling or business purposes.

Bed and breakfast inn: A business establishment operated within a dwelling by the owner-occupant, offering temporary lodging and one (1) or more meals to the traveling public while away from their normal places of residence.

Boarding house: A dwelling in which meals or lodging or both are furnished for compensation to more than two (2) but not more than ten (10) non-transient persons.

Buffer: An undisturbed area that shall remain in its natural state and enhanced with additional landscaping in order to provide separation and screening for adjacent properties and adjacent rights-of-way.

Buffer area: A strip of land established to protect 1 type of land use from another with which it is incompatible containing a continuous visual screening of vegetation and fencing.

Buffer, landscape: An area using transitional screening elements such as fences, walls, and/or landscape plantings to separate and partially screen adjacent properties and adjacent rights-of-way.

Building: Any structure attached to the ground which has a roof and which is designed for the shelter, housing or enclosure of persons, animals or property of any kind.

Building coverage: The horizontal area measured from the outside of the exterior walls of the ground floor of all primary and accessory buildings on a lot.

Building facade: The portion of any exterior elevation of a building extended from grade to the top of the parapet wall or eaves and the entire width of the building elevation fronting a public street, excluding alleys and lanes, and which may also be referred to as the building face.

Building height, residential: For all single-family residential detached buildings and structures, building heights shall be the vertical distance measured from the highest point of the front door threshold of the existing or previously existing house on the property, to the highest point of the roof. See "threshold, front door" definition.

Building height, non-residential: For all buildings and structures not classified as residential, building heights shall be the vertical distance measured from the finished front yard grade to the highest point of the roof.

Building line or front yard set back line: A line, usually fixed parallel to the lot line, beyond which a building, or any projection thereof, cannot extend, excluding uncovered steps, terraces, stoops or similar fixtures.

Canopy: A roof-like covering that projects from the wall of a building, or is freestanding, for the purpose of shielding from the elements.

Canopy, gas station: A permanent structure above gasoline pumps supported independently or partially by other means, such as via a connection to the main building at the gas station location.

Carport or garage, private: An accessory building or a portion of a main building used for the parking or storage of automobiles of the occupants of main building. A carport would be considered a private garage.

Car wash: A building, or portion thereof, where automobiles are washed by mechanical or high pressure water devices.

(1) Automatic car wash means a car wash where the labor is not supplied by the patron.

(2) Coin operated car wash means a car wash where the patron supplies the labor.

Child care learning center: "Child care learning center" as defined by the State of Georgia, as may be amended by the State. O.C.G.A. Section 20-1A-2 currently defines a "child care learning center" as any place operated by a person, society, agency, corporation, institution, or group wherein are received for pay for group care for less than twenty-four (24) hours per day, without transfer of legal custody, seven or more children under eighteen (18) years of age; provided, however, that this term shall not include a private school which provides kindergarten through grade 12 education, meets the requirements of O.C.G.A. Section 20-2-690, and is accredited by one or more of the entities listed in subparagraph (A) of paragraph (6) of O.C.G.A. Section 20-3-519 and which provides care before, after, or both before and after the customary school day to its students as an auxiliary service to such students during the regular school year only. This definition shall automatically be updated if the State of Georgia amends its definition of "child care learning center."

Child day care: The use of a premises for the care and supervision of children who do not reside on the property for periods less than 24 hours. A child day care facility or center may also be a day nursery, kindergarten or preschool. Child day cares must be licensed by the state where required and shall receive all necessary county board of health and fire marshal approvals prior to issuance of a permit for construction and/or operation and follow the provisions of Section 406 of this Zoning Code.

City: The City of Clarkston, Georgia.

City council: The City Council of Clarkston, Georgia.

Club: Buildings and facilities owned and operated by a corporation or association of persons for social or recreational purposes, but not operated primarily for profit or to render a service which is customarily carried on as a business.

Comprehensive plan: A policy guideline including the future land use map adopted by the mayor and council representing issues, goals, policies, and actions for the growth and development of the city. While adopted by the mayor and council, it does not serve as a development ordinance nor does it carry the force of law, but rather serves as a guide to desired and/or continued growth and development citywide.

Conditional use: A use permitted in a particular zoning district only upon showing that such use would not be detrimental to public health, safety or general welfare. Such uses may be required to meet additional standards and may be controlled as to the number, area and spacing from other uses and each other.

Condominium: Individual ownership units in a multi-family residential, commercial, and/or industrial structure(s), combined with joint ownership of common areas and facilities.

Convalescent home: An intermediate care facility primarily engaged in providing inpatient nursing or rehabilitative services to residents who require watchful care or medical attention or treatment, but not on a continuous basis, although staff is on duty twenty-four (24) hours per day.

Convenience store: Any retail establishment offering for sale prepackaged food products, household items, and other goods commonly associated with the same and having a gross floor area of less than two thousand (2,000) square feet.

Cottage housing development: Planned unit developments comprised of cottage housing residential units, organized in clusters. Cottage housing is a style of small lot/home development designed for single-family dwelling, and is restricted in square footage, density, and architectural standards as defined within section 529. CHDs are characterized by a shared central open space.

Density: The number of families, individuals, dwelling units, or housing structures per unit of land. The standard for density shall be the gross density which includes all the land within the boundaries of the area excluding floodplains, wetlands and standing bodies of water.

Developed floor area: The enclosed areas of a building that are heated or cooled.

Development: The construction, reconstruction, conversion, structural alteration, relocation or enlargement of any structure; any mining, excavation, landfill or land disturbance, and any use or extension of the use of land.

Driveway: A private roadway providing access for vehicles to a parking space, garage, dwelling or other structure.

Dwelling: A building or portion thereof designed exclusively for residential occupancy, including one-family, two-family and multifamily dwellings, but not including hotels, boarding and lodging houses.

Dwelling, multiple family: A building designed to be occupied by five (5) ~~three (3)~~ or more families living independently of each other, and doing their cooking in the said building. Also known as 'multi-family.'

Dwelling, single-family: A building containing but one (1) housekeeping unit designed to be occupied by not more than one (1) family.

Dwelling, townhome: Attached single-family dwellings with a minimum of three (3) and a maximum of seven (7) single-family dwellings that are attached horizontally by a common side wall with each dwelling unit being designed to be occupied by not more than one (1) family.

Dwelling, triplex: A building containing not more than three (3) kitchens, designed to be occupied by not more than three (3) families living independently of each other that may be attached horizontally and/or vertically.

Dwelling, two-family (duplex): A building containing not more than two (2) kitchens, designed to be occupied by not more than two (2) families living independently of each other that may be attached horizontally or vertically.

Dwelling, quadruplex: ~~A single structure containing four (4) dwelling units.~~ A building containing not more than four (4) kitchens, designed to be occupied by not more than four (4) families living independently of each other that may be attached horizontally and/or vertically.

Dwelling unit: One (1) or more rooms designed for the occupancy, cooking, and sleeping of one (1) or more persons living as a family.

Easement: An incorporeal interest in land owned and legally titled by another, permitting its limited use or enjoyment on, over, or under said land without actual occupancy.

Economic Impact Study: A report which measures and analyzes data pertinent to the size and impacts of large scale commercial development to determine impact on the citizens within a neighborhood or affected area.

Erect: To build, construct, attach, hang, place, suspend, or affix, and shall also include the painting of wall signs.

Erosion: The detachment and movement of soil or rock fragments, or the wearing away of the land surface by water, wind, ice and gravity.

Family: One (1) or more related persons or four (4) or fewer unrelated persons occupying a dwelling and living as a single housekeeping unit. The term "family" shall not be construed to mean fraternity, sorority, club,

student center, group care homes, foster homes and is to be distinguished from persons occupying a boarding house, rooming house, hotel, or apartment unit as herein defined.

Family child care learning home: "Family child care learning home" as defined by the State of Georgia, as may be amended by the State. O.C.G.A. Section 20-1A-2 currently defines a "family child care learning home" as a private residence operated by any person who receives therein for pay for supervision and care less than (24) hours per day, without transfer of legal custody, at least three (3) but not more than six (6) children under thirteen (13) years of age who are not related to such person and whose parents or guardians are not residents in the same private residence; provided, however, that the total number of unrelated children cared for in such home, for pay and not for pay, may not exceed six (6) children under thirteen (13) years of age at one time. This definition shall automatically be updated if the State of Georgia amends its definition of "family child care learning home."

Fence: An artificially constructed barrier of any material or combination of materials erected to enclose or screen areas of land.

Floodplain: That area within the intermediate regional flood contour elevations subject to periodic flooding as designated by the DeKalb County Roads and Bridges Director based upon the U.S. Corps of Engineers' Floodplain Information Reports and other federal, state or county hydraulic studies.

Floor area: The total area of all floors of a building as measured to the outside surfaces of exterior walls and including halls, stairways, elevator shafts, excluding attached garages, porches, balconies and unfinished basements.

Floor area ratio (FAR): A mathematical expression determined by dividing the total floor area of a building by the area of the lot on which it is located as: $\text{Floor area/Lot area} = \text{Floor area ratio}$.

Frontage: The length of any property line of a premises which abuts public rights-of-way.

Future land use map: Adopted as part of the comprehensive plan, the future land use map establishes future development areas in the City of Clarkston. The intent for future land use and development in each area is established by supporting text in the comprehensive plan.

Garage apartment: An accessory or subordinate building, not a part of or attached to the main building where a portion thereof contains for not more than one (1) family and the enclosed space for at least one (1) automobile is attached to such living quarters.

Garage, commercial: A commercial structure or any portion thereof in which one (1) or more automobiles are housed, or kept or repaired; not including exhibition or showrooms or storage of cars for sale.

Garage, private residential: A structure which is accessory to a residential building and which is used for the parking and storage of vehicles owned and operated by the residents thereof, and which is not a separate commercial enterprise available to the general public.

Grade: An average level of the finished surface of the ground adjacent to the exterior walls of the building or structure.

Greenspace: The portion of a property which is left undeveloped or natural and occupied with naturally occurring native species.

Gross leasable area (GLA): The total gross floor area within building(s) which is occupied exclusively by individual tenants and upon which the tenants pay rent.

Guest cottage: Living quarters within a detached accessory building located on the same premises as the main building to be used exclusively for housing members of the family occupying the main building and their non-paying guests; such quarters having no kitchen facilities and not to be rented or otherwise used as a separate dwelling.

Home occupation: Any occupation or activity carried on by a member of the family residing on the premises, in connection with which there is no group instruction, assembly or activity; there is no commodity stored on the premises or held for sale to the public from the premises; no more than three (3) total persons (including

residents) may be employed by the home occupation at any given time; and no mechanical or electronic equipment is used for commercial purposes. See Sec. 407 for supplemental provisions.

Hotel or motel: Any building or group of buildings containing principally sleeping rooms in which transient guests are lodged with or without meals with payment on a daily or weekly basis.

Junkyard: Property used for indoor or outdoor storage, keeping or abandonment, whether or not for sale or resale, of junk, including scrap metal, rags, paper or other scrap materials, used lumber, salvaged house wrecking and structural steel materials and equipment, or for the dismantling, demolition or abandonment of automobiles or other vehicles or machinery or parts thereof.

Landfill: See "sanitary landfill."

Landscaping: The installation and permanent maintenance of trees, shrubs, ground covers, mulch, grass and other planting materials.

Landscape strip: A ground area installed with landscape materials such as street trees, shrubs, ground cover, etc. (Paving material such as gravel and concrete pavers may be used in combination with plant material.)

Laundry, self-service: A business rendering a retail service by renting to the individual customer equipment for the washing, drying and otherwise processing laundry, with such equipment to be serviced and its use and operation supervised by the management, and does not include processing the laundry by the management on behalf of the customer.

Loading space, off-street: Space logically and conveniently located for bulk pickups and deliveries, scaled to the size of delivery vehicles expected to be used.

Lot: A portion or parcel of land devoted to a common use or occupied by a building or group of buildings devoted to a common use, together with the customary accessories and open spaces belonging to the same.

Corner lot: A lot fronting on two (2) streets or their intersection, provided that the interior angle formed by the intersection is less than one hundred thirty-five (135) degrees. When the frontage on one (1) street exceeds the frontage on the other, the one with the least frontage shall be deemed the front of the lot.

Interior lot: A lot other than a corner lot.

Through lot: An "interior lot" having frontage on two (2) parallel or approximately parallel streets. When the frontage on one (1) street exceeds the frontage on the other, the one (1) with the least frontage shall be deemed the front of the lot.

Lot depth: The distance measured in a mean direction of the side lines of the lot from the midpoint of the front lot line to the midpoint of the opposite rear line of the lot.

Lot of record: A part of land subdivision, the map of which has been recorded in the office of the clerk of DeKalb County, Georgia.

Lot width: The horizontal distance between the side lines of a lot measured at the front building line.

Major recreational equipment: Boats and boat trailers, travel trailers, pickup campers or coaches (designed to be mounted on automobile vehicles), motorized dwellings tent trailers, and cases or boxes used for transporting recreational equipment, whether occupied by such equipment or not.

Microbrewery: An establishment primarily engaged in manufacturing (i.e., brewing) beer and/or malt beverage in an amount not to exceed two million gallons per calendar year.

Mixed-use development: Development projects that incorporate new residential and non-residential (commercial, community facility and light industrial) uses and are permitted as-of-right in certain zoning districts.

Modular home: A modular home is a factory fabricated transportable building consisting of units designed to be incorporated at a building site on a permanent foundation into a structure to be used for residential purposes.

Nursing home: A facility that admits patients on medical referral only and for whom arrangements have been made for continuous medical supervision, maintains the services and facilities for skilled nursing care, rehabilitative nursing care, and has a satisfactory agreement with a physician and dentist who will be available for any medical or dental emergency and who will be responsible for the general medical and dental supervision of the home.

Official zoning map: A legally adopted map that conclusively shows the location and boundaries of zoned districts.

Open space: An open, unoccupied, unobstructed space that provides a usable amenity area on the same lot as a building. Required yards and requirements for sidewalk zones and landscape zones which are constructed on private property may be counted towards this requirement. Open space may also include balconies, roof-top terraces, front yards, planted areas, fountains, parks, plazas, trails and paths, hardscape elements related to sidewalks and plazas, and similar features which are located on private property. Open space shall not include areas devoted to public or private vehicular access.

Outdoor storage: The location of any goods, wares, merchandise, commodities, junk, debris or any other item outside of a completely enclosed building for a continuous period longer than twenty-four (24) hours.

Parking lot: An area or plot of ground used for the storage or parking of motor vehicles either for compensation or to provide an accessory service to a business, industrial or residential use.

Permitted use: Any use allowed in a zoning district and subject to the restrictions applicable to that zoning district.

Personal care home: Any dwelling, whether operated for profit or not, which undertakes through its ownership or management to provide or arrange for the provision of housing, food service, and one or more personal services for two or more adults who are not related to the owner or administrator by blood or marriage. This term shall not include host homes, as defined in paragraph (18) of subsection (b) of O.C.G.A. Section 37-1-20.

Pervious paving: A surface that allows water to pass through voids in or between paving materials while providing a stable, load bearing surface for vehicles.

Planned unit development (PUD): A provision that allows more flexibility to development projects that incorporate two (2) or more buildings on a tract or several tracts of land than would otherwise be allowed by the underlying zoning district regulations. The following types of PUDs are allowed by this ordinance: Planned Residential Developments; Cottage Housing Developments, and Planned Mixed-use Developments; Planned Commercial Development.

Planning and zoning board: Refers to the planning and zoning board of the City of Clarkston as described in Chapter 15 of the Clarkston Code of Ordinances.

Poultry: Any domesticated fowl whether kept for the production of eggs, meat, feathers, or otherwise.

Private deed restrictions or covenants: Private deed restrictions or covenants are imposed on land by private land owners. They bind and restrict the land in the hands of present owners and subsequent purchasers. They are enforced only by the land owners involved and not by the city or other public agency.

Quasi-judicial officers, boards, or agencies: Quasi-judicial officers, boards, or agencies shall have the same meaning as defined in O.C.G.A. § 36-6-3.

Restaurant, carry-out: A building or portion thereof where food and/or beverages are sold in a form ready for consumption and where all or a significant portion of the consumption takes place or is designed to take place outside the confines of the building.

Restaurant, dine-in: A retail establishment where food and beverages are offered for sale to the public for either on-site consumption or for carry out to consume off-site.

Restaurant, drive-through: Any restaurant where all or a portion of the business activity is dedicated to serving customers by way of a drive-through window that allows customers to be served while inside an automobile.

Retail services: Establishments providing services or entertainment, as opposed to products, to the general public, including eating and drinking places, hotels and motels, finance, real estate and insurance, personal services, motion pictures, amusement and recreation services, health, educational and social services, museums and galleries.

Retail trade: Establishments engaged in selling goods or merchandise to the general public and for personal or household consumption and rendering services incidental to the sale of such.

Right-of-way: A strip of land acquired by reservation, dedication, forced dedication, prescription or condemnation and intended to be occupied or occupied by a road, crosswalk, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary storm sewer and other similar uses.

Sanitary landfill: An area of land utilized for sanitary disposal by filling with solid waste refuse and garbage, then covering with layers of earth.

Setback: The required space between a property line and a building or specified structure.

Sidewalk clear zone: An unobstructed walkway with a minimum width of seven (7) feet and hardscaped located between the building face and landscape strip.

Story: That portion of a building included between the surface of any floor and the surface of the next floor above it, or if there is no floor above it, then the space between such floor and the ceiling next above. Attic or daylight basement space is construed as one-half (½) story. A fully underground basement is not a story.

Street: A thoroughfare that affords the principal means of access to abutting property.

Street grade: The established grade of the front street or other higher street upon which the lot abuts at the midpoint of the frontage of the plot thereon.

Street line or highway margin: The dividing line between a lot, tract or plot of land and a contiguous street, road or highway right-of-way.

Structure: Anything constructed or erected on the ground or attached to something on the ground.

Structural alterations: Any change, except for repair or replacement, in the supporting members of a building such as load-bearing walls, columns, beams or girders, floor joists or roof joists.

Structural trim: The molding, battens, cappings, nailing strips, latticing, and platforms which are attached to any structure, including signs.

Subdivision: All divisions of a tract or parcel of for the purpose (whether immediate or future) of sale, lease, legacy or building development; it includes all divisions of land involving a new street to which the public has access (whether private or public) or change in an existing street and includes re-subdivision. Subdivision is also the process (and the result) of dividing a parcel of raw land into smaller buildable sites, blocks, streets, open space and public areas and the designation of the location of utilities and other improvements.

Temporary housing: Any tent, trailer, or other structure used for human shelter which is designed to be transportable, and which is not attached to the ground, to another structure, or to any utilities systems and which is not on the same premises for more than thirty (30) consecutive days.

Threshold, front door: Establishes location of new residential construction for purposes of controlling proportion of mass and building height to lot size.

Traffic Impact Study: A report which measures and analyzes data pertinent to the flow, rate of speed and density of traffic, to determine its impact on the safety of citizens within a neighborhood or affected area.

Variance: A grant of relief that modifies the strict dimensional or numerical requirements of this ordinance to permit construction in a manner that would otherwise be prohibited by this Code. A variance from the terms of

this ordinance may be granted per criteria established here within and provided that the variance not be contrary to the public interest.

Yard: An open space on a lot situated between the primary building or use on the lot and a lot line and unoccupied by any structure except as otherwise provided herein.

Yard, front: An open, unoccupied space on the same lot with a primary building or use, extending the full width of the lot and located between the street line and the front line of the building projected to the side lines of the lot.

Yard, rear: An open, unoccupied space not including parking on the same lot with a primary building or use or an accessory building or use, extending the full width of the lot and located between the rear line of the lot and the rear line of the building or use projected to the side lines of the lot.

Yard, side: An open, unoccupied space on the same lot with a primary building or use, located between the building or use and the side line of the lot and extending from the rear line of the front yard to the front line of the rear yard.

Zoning decision: Zoning decision shall have the same meaning as defined in O.C.G.A. § 36-6-3.

(Ord. No. 480, § 1, 6-6-23)



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	8G	Presentation/ Administrative Business	

SUBJECT: To consider an ordinance to amend the City of Clarkston Zoning Ordinance, Appendix A, Article IV to add amend the Use Table to expand the allowance of duplexes, townhomes, and home occupations.

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Planning and Economic Development

PURPOSE: To present proposed text amendments to Appendix A, Article IV of the Zoning Ordinance to expand the allowance of duplexes, townhomes, and home occupations within the Use Table.

IMPACT: To promote housing diversity, mixed-use development, and small scale home occupations. Allowing duplexes, townhomes, and home occupations in additional districts will enhance housing choice, support neighborhood vitality, and align the Use Table with existing zoning provisions.

FUNDING SOURCE:

RECOMMENDATION: Staff recommends approval of this text amendment.

STAFF ANALYSIS AND REPORT

To: City of Clarkston City Council

From: Richard Edwards, AICP

Subject: Proposed Text Amendments to the City of Clarkston Zoning Ordinance, Appendix A, Article IV to add amend the Use Table to expand the allowance of duplexes, townhomes, and home occupations.

Date: December 2, 2025

Background:

On October 7, 2025, the Clarkston City Council voted to adopt the City of Clarkston Summit Data and Recommendations from the Atlanta Regional Commission (ARC). One of the recommendations was for a zoning update for by-right zoning to diversify the housing types. Another of the recommendations was to consider adding residential uses to non-residential areas. This proposed text amendment to the Use Table is following those adopted recommendations from ARC's findings.

Analysis:

This text amendment is proposing the following changes:

1. Allow duplexes in the NR-2 with a conditional use permit (CUP) and the RC zoning district by right.
2. Allow townhomes in the TC zoning district with approval from City Council.
3. Allow home occupations in the NR-CD and RC zoning districts.

These recommendations are aligned with the City's 2040 Comprehensive Plan for the TC and RC zoned lots fall within the Mixed-Use future land use designation. This designation calls for the vertical and horizontal mix of uses.

The NR-2 zoned lots fall within the Single-Family future land use designation, which recommends townhomes and single-family homes. This is not a clear alignment with the Comprehensive Plan but the Zoning Code does call for the allowance of "attached residences."

The text amendment to allow home occupations in the NR-CD and RC zoning district will align the Use Table with the language found in Sec. 407, which states "in all residential zoning districts, any building used for residential occupancy may conduct a home occupation use..."

Further, these text amendments are aligned with the Zoning Code. Below are the purposed and intent statements found in the zoning code for each of the districts included in this text amendment.

NR-2, medium- density neighborhood residential district

Sec. 307(a) Purpose and intent. The NR-2 zoning district is intended for single-family detached, townhomes, and attached residences on smaller lots where large amounts of open space are not required and/or desired.

NR-CD, neighborhood residential-community development district

Sec. 315(a) Purpose and intent. The NR-CD zoning district is primarily intended for multi-family housing developments. However, the district allows for a mix of housing types, including single-family attached, townhomes, and detached structures, as well as some limited institutional and personal service uses that would be convenient to nearby residents.

RC, residential/commercial district

Sec. 316(a) Purpose and intent. The RC zoning district is intended to allow converted residential structures with commercial uses to coexist with residential uses. Commercial uses will be limited in order to maintain the current balance and aesthetic in the surrounding area. Residences converted to office uses are acceptable when kept at current scale.

TC, town center district

Sec. 317(a) Purpose and intent.

- (1) Promote development of a compact, pedestrian-oriented town center consisting of a high-intensity employment center, vibrant and dynamic mixed-use areas;*
- (2) Promote a diverse mix of residential, business, commercial, office, institutional, cultural and entertainment activities for workers, visitors, and residents;*
- (3) Encourage bicycle and pedestrian-oriented development at densities and intensities that will help to support transit usage and town center businesses;*
- (4) Promote the health and well-being of residents by encouraging physical activity, alternative transportation, and greater social interaction;*
- (5) Create a place that represents a unique, attractive, and memorable destination for visitors and residents; and*
- (6) Enhance the community's character through the promotion of high-quality urban design.*

AN ORDINANCE TO AMEND THE TEXT OF THE CLARKSTON ZONING ORDINANCE, APPENDIX A, ARTICLE IV TO PERMIT DUPLEXES IN THE NR-2 AND RC ZONING DISTRICTS; TO MAKE TOWNHOMES A CONDITIONAL USE IN THE TC ZONING DISTRICT; AND TO ALLOW HOME OCCUPATIONS IN THE NR-CD AND RC ZONING DISTRICTS.

WHEREAS, Table 4.1 of the City’s Zoning Ordinance sets forth certain permitted and conditional uses within City zoning districts, with unlisted uses being prohibited;

WHEREAS, the City Council finds that duplexes, townhomes, and home occupations should be available in additional zoning districts so as to encourage a diversity of housing options;

WHEREAS, the City Council desires to allow duplexes within the medium density neighborhood residential (NR-2) with a Conditional Use Permit (CUP) and Residential Commercial (RC) zoning district by right;

WHEREAS, the City Council desires to designate townhomes as a conditional use requiring a site-specific review within the Town Center (TC) zoning district;

WHEREAS, the City Council desires to allow home occupations within the Neighborhood Residential-Community Development (NR-CD) and Residential Commercial (RC) zoning districts; and

WHEREAS, the City has fully complied with the requirements of the Zoning Procedures Law in adopting this ordinance.

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

SECTION 1. Appendix A, Article IV, Division 1, Section 403 – Use Table, of the City of Clarkston Code of Ordinances is amended by deleting the existing Table 4.1 in its entirety and replacing it with the document entitled “Table 4.1 Use Table” attached hereto as Exhibit A.

SECTION 2. This ordinance is intended to be severable. Should any portion of this ordinance be judged invalid by a Court of competent jurisdiction, such order or judgment shall not invalidate the remainder of this ordinance.

SECTION 3. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

Notice Published in DeKalb Champion: 11/6/25

Public Hearing Held by City Council: 11/25/25

SO ORDAINED this ____ day of _____, 2025.

ATTEST:

CITY COUNCIL OF
CITY OF CLARKSTON, GEORGIA

Tomika Mitchell, City Clerk

Mayor Beverly H. Burks

Approved as to form:

Stephen G. Quinn, City Attorney

EXHIBIT “A”

Table 4.1 Use Table											
P: Permitted use C: Conditional use subject to the conditional use permit application procedures specified in article II of this chapter AP: Administratively approved use Pa: Accessory use as regulated by article IV of this chapter.	NR-1	NR-2	NR-3	NC-1	NC-2	TC	I	R-OS	NR-CD	RC	Supplemental Standards
Residential											
Apartment childcare or tutoring			P	P	P	P			P		Sec. 404
Assisted Living									P	P	
Boarding or Rooming House, except halfway houses									C	C	
Dwelling, Accessory	P	P	P						P	P	Sec. 413
Dwelling, Duplex		C	P						P	P	
Dwelling, Multi-family				P	P	P			P	P	
Dwelling, Single-family detached	P	P	P						P	P	
Dwelling, Townhome		P	P			C			P		
Dwelling, Triplex			P						P		
Dwelling, Quadruplex			P								
Home Occupation	P	P	P						P	P	Sec. 407
Non-commercial horticulture and agriculture	P	P	P								Sec. 408
Non-commercial poultry	P	P	P								Sec. 409
Personal Care Home									C	C	
Planned Unit Developments											
Cottage Housing Developments		P*	P*						P*	P*	
Planned Commercial Development				P*	P*	P*			P*	P*	
Planned Mixed-Use Development				P*	P*	P*			P*		
Planned Residential Development		P*	P*							P*	
Commercial and Retail											
Adult entertainment or establishment							C				
Antique shop				P	P	P				P	
Apparel store				P	P	P					
Art store/gallery				P	P	P			P	P	
Banks and financial institutions				P	P	P				P	
Bed and breakfast inns			C			P				C	Sec. 405
Book and video store (non-adult oriented)				P	P	P				P	
Bottle shop/package store					C	P	P				
Bowling Alleys						P	P		C		
Camera shop				P	P	P			P		
Car washes					C		C				
Child day care, adult day care											Sec. 406
Dry cleaner (except drive thru)				P	P						
Eating and drinking establishment, excluding drive-thru/drive-in establishments				P	P	P	P		P	P	

Electronics and appliance store						P					
Entertainment venues (non-adult oriented)							P				
Florist				P	P	P			P	P	
Funeral home (no on-site crematory services)							P				
Furniture and home furnishings						P					
Greenhouses and horticultural nurseries				P	P				P	P	
Grocery store						P					
Hookah/Vape Store											
Hospital							P				
Hotel						C					
Jewelry store				P	P	P			P	P	
Laundry, self-service				C	C		C				
Massage establishment							C				
Microbrewery				P	P	P	P		C		
Movie Theater (non-adult oriented)							P	P			
Non-automotive repair services (cameras, jewelry, shoes)				P	P	P	P				
Parking structure				Pa	Pa	Pa	Pa	Pa	Pa		
Personal service establishment (barber shop, hair salon, nail salon)				P	P	P			P	P	
Pet boarding/breeding kennel							P				
Pet grooming and supply shop				P	P	P					
Pharmacy or Drug store				P	P						
Recycling collection				Pa	Pa	Pa	Pa			Pa	
Recycling collection/drop off centers									Pa		
Research and experimental testing laboratories							C				
Retail, 2,500 - 5,000 s.f.					P	P			P	C	
Retail, 2,500 s.f. or less				P	P				P	P	
Retail, over 5,000 s.f.						P	P				
Shoe store				P	P	P					
Sporting goods store				P	P	P					
Tattoo parlor and piercing studio					P	P	P				
Title loan businesses, pawn shops							C				
Toy store				P	P	P					
Office, Institutional, and Cultural											
Library, Public				C	C	C	C	C	C	C	
Pre-schools and similar establishments				P	P	P			P	P	
Office (Professional)				P	P	P	P			P	
Office (Medical)				P	P	P	P			P	
Office (Veterinary without boarding)				P	P	P	P			P	
Parks/Green Space	P	P	P	P	P	P	P	P	P	P	
Places of assembly, including religious institutions	C	C	C	C	C		P		C	C	Sec. 411
Tutoring Establishments			P	P	P	P			P	P	
Industrial and Manufacturing											
Automobile, truck, motorcycle and heavy equipment					C		P				

sales/service/rental/parts/repair establishments												
Building and equipment supply/repair services (no outdoor storage)							P					
Commercial dry-cleaning plants							C					
Communications towers (cellular)							C					
Crematories							C					
Manufacturing and assembly, provided no gas, fumes or odors are emitted as a result of the activity							P					
Outdoor storage, commercial												
Trade shops (locksmith, gunsmith, sheet metal, upholstery, furniture, appliance, electrical, carpentry)							P					
Wholesaling and warehousing (entirely indoors)							P					
Temporary Uses												
Farmer's market				AP	AP	AP	AP	AP	AP	AP	AP	Sec. 414
Festival				AP	AP	AP	AP	AP	AP	AP	AP	Sec. 414
Food truck				AP	AP	AP	AP	AP	AP	AP	AP	Sec. 414
Seasonal activities and sales				AP	AP	AP	AP	AP	AP	AP	AP	Sec. 414
Storage of construction equipment				AP	AP	AP	AP	AP	AP	AP	AP	Sec. 414
Tent sale/sale of goods from temporary location				AP	AP	AP	AP	AP	AP	AP	AP	Sec. 414

Sec. 403. Use Table.

Table 4.1 indicates the permitted uses within the city zoning districts. Additional use restrictions or conditions may apply to permitted or conditional uses as set forth in the supplemental standards found in this Article.

- (a) The uses listed in table 4.1 shall be permitted only within the zoning districts identified, and no use shall be established, and no structure associated with such use shall be erected, structurally altered or enlarged unless the use is permitted as:
 - (1) A permitted use (P);
 - (2) A conditional use (C) subject to the conditional use permit application procedures specified in article II of this chapter;
 - (3) An administratively approved use (AP);
 - (4) An accessory use (Pa) as regulated by Article IV of this chapter. Table 4.1 does not list all accessory uses but clarifies uses acceptable as accessory, though not typically considered primary uses for the zoning classification;
 - (5) Uses lawfully established prior to the effective date of the ordinance from which this chapter is derived.
- (b) Any use not listed in Table 4.1 or interpreted to be allowed by the city manager pursuant to subsection d in this section is prohibited.
- (c) If there is a conflict between table 4.1 and the text of this chapter, the text shall prevail.
- (d) Interpretation of unlisted uses:
 - (1) Where a particular use is not specifically listed in table 4.1, the city manager shall have the authority to permit the use if the use is similar to uses permitted by this article. The city manager shall give due consideration to the purpose and intent statements contained in this zoning ordinance concerning the base zoning districts involved, the character of the uses specifically identified and the character of the uses in question.

Table 4.1 Use Table											
P: Permitted use C: Conditional use subject to the conditional use permit application procedures specified in article II of this chapter AP: Administratively approved use Pa: Accessory use as regulated by article IV of this chapter.	NR-1	NR-2	NR-3	NC-1	NC-2	TC	I	R-OS	NR-CD	RC	Supplemental Standards
Residential											
Apartment childcare or tutoring			P	P	P	P			P		Sec. 404
Assisted Living									P	P	
Boarding or Rooming House, except halfway houses									C	C	
Dwelling, Accessory	P	P	P						P	P	Sec. 413
Dwelling, Duplex		C	P						P	P	
Dwelling, Multi-family				P	P	P			P	P	
Dwelling, Single-family detached	P	P	P						P	P	
Dwelling, Townhome		P	P			P*C			P		
Dwelling, Triplex			P						P		

Dwelling, Quadruplex			P								
Home Occupation	P	P	P						<u>P</u>	<u>P</u>	Sec. 407
Non-commercial horticulture and agriculture	P	P	P								Sec. 408
Non-commercial poultry	P	P	P								Sec. 409
Personal Care Home									C	C	
Planned Unit Developments											
Cottage Housing Developments		P*	P*						P*	P*	
Planned Commercial Development				P*	P*	P*			P*	P*	
Planned Mixed-Use Development				P*	P*	P*			P*		
Planned Residential Development		P*	P*							P*	
Commercial and Retail											
Adult entertainment or establishment							C				
Antique shop				P	P	P				P	
Apparel store				P	P	P					
Art store/gallery				P	P	P			P	P	
Banks and financial institutions				P	P	P				P	
Bed and breakfast inns			C			P				C	Sec. 405
Book and video store (non-adult oriented)				P	P	P				P	
Bottle shop/package store					C	P	P				
Bowling Alleys						P	P		C		
Camera shop				P	P	P			P		
Car washes					C		C				
Child day care, adult day care											Sec. 406
Dry cleaner (except drive thru)				P	P						
Eating and drinking establishment, excluding drive-thru/drive-in establishments				P	P	P	P		P	P	
Electronics and appliance store						P					
Entertainment venues (non-adult oriented)							P				
Florist				P	P	P			P	P	
Funeral home (no on-site crematory services)							P				
Furniture and home furnishings						P					
Greenhouses and horticultural nurseries				P	P				P	P	
Grocery store						P					
Hookah/Vape Store											
Hospital							P				
Hotel						C					
Jewelry store				P	P	P			P	P	
Laundry, self-service				C	C		C				
Massage establishment							C				
Microbrewery				P	P	P	P		C		
Movie Theater (non-adult oriented)						P	P				
Non-automotive repair services (cameras, jewelry, shoes)				P	P	P	P				

Parking structure				Pa	Pa	Pa	Pa	Pa	Pa		
Personal service establishment (barber shop, hair salon, nail salon)				P	P	P			P	P	
Pet boarding/breeding kennel							P				
Pet grooming and supply shop				P	P	P					
Pharmacy or Drug store				P	P						
Recycling collection				Pa	Pa	Pa	Pa			Pa	
Recycling collection/drop off centers									Pa		
Research and experimental testing laboratories							C				
Retail, 2,500 - 5,000 s.f.					P	P			P	C	
Retail, 2,500 s.f. or less				P	P				P	P	
Retail, over 5,000 s.f.						P	P				
Shoe store				P	P	P					
Sporting goods store				P	P	P					
Tattoo parlor and piercing studio					P	P	P				
Title loan businesses, pawn shops							C				
Toy store				P	P	P					
Office, Institutional, and Cultural											
Library, Public				C	C	C	C	C	C	C	
Pre-schools and similar establishments				P	P	P			P	P	
Office (Professional)				P	P	P	P			P	
Office (Medical)				P	P	P	P			P	
Office (Veterinary without boarding)				P	P	P	P			P	
Parks/Green Space	P	P	P	P	P	P	P	P	P	P	
Places of assembly, including religious institutions	C	C	C	C	C		P		C	C	Sec. 411
Tutoring Establishments			P	P	P	P			P	P	
Industrial and Manufacturing											
Automobile, truck, motorcycle and heavy equipment sales/service/rental/parts/repair establishments					C		P				
Building and equipment supply/repair services (no outdoor storage)							P				
Commercial dry-cleaning plants							C				
Communications towers (cellular)							C				
Crematories							C				
Manufacturing and assembly, provided no gas, fumes or odors are emitted as a result of the activity							P				
Outdoor storage, commercial											
Trade shops (locksmith, gunsmith, sheet metal, upholstery, furniture, appliance, electrical, carpentry)							P				
Wholesaling and warehousing (entirely indoors)							P				
Temporary Uses											
Farmer's market				AP	AP	AP	AP	AP	AP	AP	Sec. 414

Festival				AP	AP	AP	AP	AP	AP	AP	AP	Sec. 414
Food truck				AP	AP	AP	AP	AP	AP	AP	AP	Sec. 414
Seasonal activities and sales				AP	AP	AP	AP	AP	AP	AP	AP	Sec. 414
Storage of construction equipment				AP	AP	AP	AP	AP	AP	AP	AP	Sec. 414
Tent sale/sale of goods from temporary location				AP	AP	AP	AP	AP	AP	AP	AP	Sec. 414
* When approved by City Council												



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	8H	Presentation/ Administrative Business	

SUBJECT: To consider an ordinance to amend the City of Clarkston Zoning Ordinance, Appendix A, Articles III, Sec. 305 to amend residential zoning district dimensional requirements in the NR-1, NR-2, and NR-3 zoning districts.

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Planning and Economic Development

PURPOSE: To present proposed text amendments to Appendix A, Article III of the Zoning Ordinance to update development standards related to duplexes and townhomes.

IMPACT: The proposed amendments modernize development standards for duplexes and townhomes within the NR-2 and NR-3 zoning districts by refining density, lot size, setbacks, and open space requirements. These changes will support the creation of more attainable housing options, promote efficient land use, and better reflect existing neighborhood patterns while maintaining design quality and consistency with the City's 2040 Comprehensive Plan. The updates also advance the community's goal of encouraging diverse, walkable, and sustainable residential development.

FUNDING SOURCE:

RECOMMENDATION: Staff recommends approval of this text amendment.

STAFF ANALYSIS AND REPORT

To: City of Clarkston City Council

From: Richard Edwards, AICP

Subject: Proposed Text Amendments to the City of Clarkston Zoning Ordinance, Appendix A, Articles III, Sec. 305 to amend residential zoning district dimensional requirements in the NR-1, NR-2, and NR-3 zoning districts.

Date: December 2, 2025

Background:

In 2024, the Housing and Infrastructure Committee put forth a set of proposed text amendments to increase maximum floor area ratio (FAR), reduce minimum lot and increase maximum lot coverage for the NR-3 zoning district; to reduce the minimum lot width and remove side setback requirements for single-family attached dwelling units (townhomes); to increase the maximum building height for the TC district; and to reduce the parking requirements for certain dwelling types. These measures were not approved by the Mayor and City Council. However, the conversations on the need for updated development standards and definitions for townhomes developments have continued with the Housing Summit that was coordinated by the Atlanta Regional Commission (ARC).

On October 7, 2025, the Clarkston City Council voted to adopt the City of Clarkston Summit Data and Recommendations from the Atlanta Regional Commission (ARC). Some of the top concerns that were raised by citizens included:

- Low percentage of home ownership
- Increase housing types, quantity
- Old residents are being priced out
- Redo zoning code to make it easier to build missing middle housing
- Aging housing stock is in bad shape but with a high price
- Not enough options for young people
- Housing Unaffordability (69.2% of responses included affordability)

On May 22, 2025, the ARC presented at the City of Clarkston Housing Summit that the average cost of construction for a single-family home in 2024 was \$428,215 for the average single-family home, which consist of 2,647 sq. ft or \$162 per square foot. This cost excludes the purchase of land.

Based on citizen input and research by ARC, the City of Clarkston Summit Data and Recommendations included recommendations for zoning updates to help address affordability and diversifying housing types.

Analysis:

This packet includes the following proposed text amendments:

1. Increase the floor area ration (FAR) for NR-2 to 0.6 and NR-3 to 1.0. This would keep these zoning districts in line with their intent, as NR-2 is medium density residential and NR-3 is high density residential.
2. Creating a minimum 20% open space requirement for townhomes in NR-2 and NR-3.
3. Creating a minimum site area, which would be the minimum area required for a new lot in the applicable zoning district. This also includes reducing the total site area for NR-3 from 5,000 s.f. to 4,000 s.f..
4. Updating the minimum lot size to include 1,950 s.f. lots for townhomes in the NR-2 and NR-3 zoning districts and reducing the minimum lot size for single-family detached, duplex, and quadruplex to 4,000 s.f. in the NR-3 zoning district.
5. Creating a minimum site width, which would be the new width of any new lot created.
6. Updating the minimum lot width for duplex and townhomes in the NR-2 zoning district and updating the minimum lot widths for duplex, triplex/quadplex, and townhomes in the NR-3 zoning district.
7. Updating the minimum front setback for duplex and townhomes in the NR-2 zoning district to 25' and updating the minimum front yard setback for duplex, triplex/quadplex, and townhomes in the NR-3 zoning district to 15'.
8. Creating a 10' minimum building separation requirements for townhomes in the NR-2 and NR-3 zoning.
9. Adding a footnote at the bottom of Table 3.4 to clarify a 0' setback between attached townhome units.

Below are two tables comparing the proposed and current Clarkston regulations with other cities throughout DeKalb County. These regulations particularly focus on townhome developments.

NR-2 Comparison	Maximum Density (units/acre)	FAR	Maximum Lot Coverage	Minimum Site/Lot Size	Minimum Site Width	Minimum Lot width
Clarkston Proposed	--	0.6	50%	7,500 (1,950)	60'	60' (18')
Brookhaven (RSA-8)	8	-	50%	6,000	100'	20'
Tucker (MR-1)	8	-	80%	1,000	-	24'
Stone Mountain (MR-1)	20	-	60%	7,000	40'	-

There are currently three (3) single-family subdivision that are zoned NR-2 and below is an analysis of the existing development standards of those subdivisions.

Existing NR-2 Neighborhoods	Density (units/acre)	FAR	Lot Coverage	Minimum Lot Size	Lot Width
Market Street Commons	5.68 (36u /6.34a)	0.40-0.48	55%-60%	4,792	48'
Maclaren	5.1 (75u/14.7a)	0.40-0.45	50%-64%	4,356	50'
Market's Walk	4.26 (38u/8.92a)	0.40-0.46	25%-52%	4,356	55'

Townhome developments would still have to meet the “minimum site area” of 7,500 sq ft before a new 1,400 sq ft townhome lot could be created.

Based on the proposed NR-2 regulations, the approximate maximum townhome density would be 9 units per acre assuming 0.6 FAR, 50% maximum lot coverage, 20% minimum open space, and 20% of lot coverage for parking, driveways, and walkways.

This would be a density increase for townhomes and the density for single-family homes would be similar to the existing NR-2 zoned subdivisions.

The proposed amendment would increase density site size, site width, and allowable floor area while decreasing the maximum lot coverage compared to the existing NR-2 developments.

NR-3 Comparison	Units/Acre	FAR	Maximum Lot Coverage	Minimum Site/Lot Size	Minimum Site Width	Minimum Lot Width
Clarkston		1.0	65%	4,000 (1,950)	50'	50' (18')
Brookhaven (RSA-18)	18	-	80%	6,000	100'	20'
Tucker (MR-2)	12	-	85%	1,000	-	20
Stone Mountain (MR-1)	20	-	60%	7,000	40'	-

Based on the proposed NR-3 regulations, the approximate maximum density would be 19-20 units per acres. This calculation includes the 20% open space, 65% maximum lot coverage, and 20% lot coverage for driveways, streets, fire lanes, and parking.

Existing NR-3 Neighborhoods	Density (units/acre)	FAR	Lot Coverage	Minimum Lot Size	Lot Width
Twin Oaks Apts	20.51 (32u/1.56a)	0.37	56%	6,534 s.f.	79'
Clarkston Townhomes*	13.38 (91u/6.8a)	0.37	57%	6.8 acres	393'
Smith Street Apartments	15 (18u/1.2a)	0.31	50%	1.2 acres	157'
Brockett Place Condos	16.6 (40u/2.41a)	-	62%	2.41 acres	313'
Lovejoy Street Townhomes	15.1 (12u/0.79a)	0.44	65%	1,742	20'

*Peachtree Creek runs through the eastern part of this property deeming it undevelopable.

The proposed townhome regulations would increase the density for townhome developments from approximately 8.7 units per acre, based on a minimum 5,000 square foot lot, to 19-20 units per lot. This proposed amendment is similar to neighboring cities in DeKalb County for high-density residential zoning districts.

The proposed amendment would increase density while also decreasing lot coverage when compared to the existing high-density NR-3 developments.

Single-Family	Density (units/acre)	FAR	Minimum Lot Coverage	Minimum Lot Size	Lot Width
Existing Single-Family Regs.	8.7	0.4	50%	5,000 sf	50'

Proposed Single-Family Regs.	10.89	0.6	50%	4,000 sf	50'
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The proposed single-family amendment would slightly increase density and increase the allowable floor area of new homes while maintaining the lot coverage and lot width requirements. The proposed text amendment changes would resemble the lot sizes found in the Clemsil Neighborhood, which are as small as 3,485 sq ft.

These text amendments are aligned with the City of Clarkston 2040 Comprehensive Plan. The NR-2 zoned lots fall within the Single-Family future land use designation, which recommends preservation of single-family homes, both historic as well as new development. This designation also recommends allowance of townhomes and single-family homes.

The NR-3 zoning district predominantly falls within the Traditional Neighborhood future land use designation, which recommends the nurturing of traditional neighborhood development patterns and housing types. This includes walkable areas of single-family homes, duplexes and triplexes, cottage courtyard housing, 4-6 unit walk-up apartment buildings, and townhomes.

Further, these amendments are aligned with the city's Zoning Code. Below are the purpose and intent statements for the NR-2 and NR-3 zoning districts.

NR-2, medium- density neighborhood residential district

Sec. 307(a) Purpose and intent. The NR-2 zoning district is intended for single-family detached, townhomes, and attached residences on smaller lots where large amounts of open space are not required and/or desired.

NR-3, high-density neighborhood residential district

Sec. 308(a) Purpose and intent. The NR-3 zoning district is intended for residences at a greater density on smaller lots in order to provide for a variety of housing types, including single family detached, single-family attached, duplexes, triplexes, quadruplexes, cluster homes and condominiums. This district may also serve as a transitional zone between light commercial/office uses and districts reserved for lower density single-family uses.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TEXT OF THE CLARKSTON ZONING ORDINANCE, APPENDIX A, ARTICLE III OF THE CITY CODE, TO ADD MINIMUM SITE AREA AND SITE WIDTH REQUIREMENTS FOR RESIDENTIAL DISTRICTS; TO INCREASE THE MAXIMUM FLOOR AREA RATIO IN THE NR-2 AND NR-3 DISTRICTS; TO ADD MINIMUM OPEN SPACE REQUIREMENTS AND MINIMUM BUILDING SEPARATION STANDARDS FOR TOWNHOMES; TO REDUCE THE MINIMUM LOT SIZE AND LOT WIDTH FOR TOWNHOMES; TO INCREASE THE MAXIMUM LOT COVERAGE ALLOWED IN THE NR-3 DISTRICT; AND TO ENCOURAGE THE DEVELOPMENT OF MULTIPLE DWELLING TYPES WITHIN THE NR-2 AND NR-3 ZONING DISTRICTS.

WHEREAS, the City desires to encourage housing diversity and affordability, and to that end encourages the development of multiple types of housing within the City limits;

WHEREAS, the modification of certain dimensional requirements for zoning districts in which residential development is permitted will expand housing options within the City limits;

WHEREAS, the City Council desires to amend the Zoning Ordinance to facilitate appropriate development within the City; and

WHEREAS, the City has fully complied with the requirements of the Zoning Procedures Law in adopting this ordinance.

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

SECTION 1. Appendix A, Article III, Division 2, Section 305 of the City of Clarkston Code of Ordinances is amended by deleting existing Table 3.4 and replacing it with the following:

Table 3.4 Residential Zoning District Dimensional Requirements			
	NR-1	NR-2	NR-3
Primary Structure			
Maximum FAR	0.4	0.6	1.0
Minimum Unit Size	1000 s.f.	900 s.f.	800 s.f.
Maximum Lot Coverage	50%	50%	65%
Minimum Open Space (townhome)	N/A	20%	20%
Maximum Building Height	35'	35'	35'
Minimum Site Area	9,000 s.f.	7,500 s.f.	4,000 s.f.
Minimum Lot Size	SF detached – 9,000 s.f. Duplex – N/A Triplex/Quadplex – N/A Townhome – N/A	SF detached – 7,500 s.f. Duplex – 7,500 s.f. Triplex/Quadplex – N/A Townhome – 1,950 s.f.	SF detached – 4,000 s.f. Duplex – 4,000 s.f. Triplex/Quadplex – 4,000 Townhome – 1,950 s.f.
Minimum Site Width	75'	60'	50'
Minimum Lot Width	SF detached - 75'	SF detached - 60'	SF detached - 50'

	Duplex – N/A Triplex/Quadplex – N/A Townhome – N/A	Duplex – 60’ Triplex/Quadplex – N/A Townhome – 18’	Duplex – 50’ Triplex/Quadplex – 50’ Townhome – 18’
Minimum Front Setback	SF detached - 30’ Duplex – N/A Triplex/Quadplex – N/A Townhome – N/A	SF detached - 25’ Duplex – 25’ Triplex/Quadplex – N/A Townhome – 25’	SF detached - 15’ . Duplex – 15’ Triplex/Quadplex – 15’ Townhome – 15’
Minimum Side Setback [1]	10’	7’	5’
Minimum Building Separation (Townhome)	N/A	10’	10’
Minimum Rear Setback	25’	20’	15’
Accessory Dwelling Unit			
Maximum Height	See Section 413		
Minimum Side Setback	10’	7’	5’
Minimum Rear Setback	10’	7’	5’

[1] Townhomes shall have 0’ setback between attached units.

SECTION 2. This ordinance is intended to be severable. Should any portion of this ordinance be judged invalid by a Court of competent jurisdiction, such order or judgment shall not invalidate the remainder of this ordinance.

SECTION 3. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

Notice Published in DeKalb Champion: 11/6/25

Public Hearing Held by City Council: 11/25/25

SO ORDAINED this _____ day of _____, 2025.

ATTEST:

CITY COUNCIL OF
CITY OF CLARKSTON, GEORGIA

Tomika Mitchell, City Clerk

Mayor Beverly H. Burks

Approved as to form:

Stephen G. Quinn, City Attorney

Sec. 305. Dimensional Standards.

Dimensional requirements for residential zoning districts are established in Table 3.4, Residential Zoning Districts Dimensional Requirements. Buffer requirements on Table 5.3 also apply.

Table 3.4 Residential Zoning District Dimensional Requirements			
	NR-1	NR-2	NR-3
Primary Structure			
Maximum FAR	0.4	0.6 0.4	1.0 0.4
Minimum Unit Size	1000 s.f.	900 s.f.	800 s.f.
Maximum Lot Coverage	50%	50%	65% 50%
<u>Minimum Open Space (townhome)</u>	<u>N/A</u>	<u>20%</u>	<u>20%</u>
Maximum Building Height	35'	35'	35'
Minimum <u>Site Area Lot Size</u>	9,000 s.f.	7,500 s.f.	54,000 s.f.
<u>Minimum Lot Size</u>	<u>SF detached – 9,000 s.f.</u> <u>Duplex – N/A</u> <u>Triplex/Quadplex – N/A</u> <u>Townhome – N/A</u>	<u>SF detached – 7,500 s.f.</u> <u>Duplex – 7,500 s.f.</u> <u>Triplex/Quadplex – N/A</u> <u>Townhome – 1,950 s.f.</u>	<u>SF detached – 4,000 s.f.</u> <u>Duplex – 4,000 s.f.</u> <u>Triplex/Quadplex – 4,000</u> <u>Townhome – 1,950 s.f.</u>
<u>Minimum Site Width</u>	<u>75'</u>	<u>60'</u>	<u>50'</u>
Minimum Lot Width	<u>SF detached - 75'</u> <u>Duplex – N/A</u> <u>Triplex/Quadplex – N/A</u> <u>Townhome – N/A</u>	<u>SF detached - 60'</u> <u>Duplex – 60'</u> <u>Triplex/Quadplex – N/A</u> <u>Townhome – 18'</u>	<u>SF detached - 50'</u> <u>Duplex – 50'</u> <u>Triplex/Quadplex – 50'</u> <u>Townhome – 18'</u>
Minimum Front Setback (SF detached)	<u>SF detached - 30'</u> <u>Duplex – N/A</u> <u>Triplex/Quadplex – N/A</u> <u>Townhome – N/A</u>	<u>SF detached - 25'</u> <u>Duplex – 25'</u> <u>Triplex/Quadplex – N/A</u> <u>Townhome – 25'</u>	<u>SF detached - 15'</u> <u>Duplex – 15'</u> <u>Triplex/Quadplex – 15'</u> <u>Townhome – 15'</u>
Minimum Front Setback (duplex/triplex)	N/A	N/A	15'
Minimum Front Setback (townhome)	N/A	15'	15'
Minimum Side Setback <u>[1]</u>	10'	7'	5'
<u>Minimum Building Separation (Townhome)</u>	<u>N/A</u>	<u>10'</u>	<u>10'</u>
Minimum Rear Setback (SF detached)	25'	20'	15'
Minimum Rear Setback (duplex/triplex)	N/A	N/A	15'
Accessory Dwelling Unit			
Maximum Height	See Section 413		
Minimum Side Setback	10'	7'	5'
Minimum Rear Setback	10'	7'	5'

[1] Townhomes shall have 0' setback between attached units.

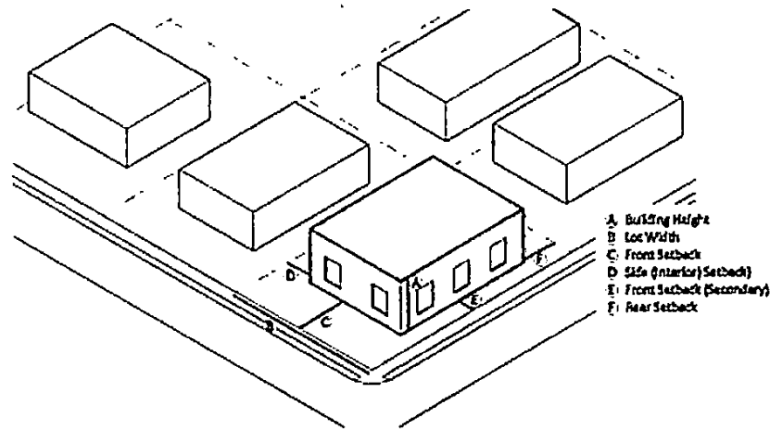


Figure 3.1 Residential Standards

(Ord. No. 480, § 1, 6-6-23)



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	8I	Presentation/ Administrative Business	

SUBJECT: To consider an ordinance to amend the City of Clarkston Zoning Ordinance, Appendix A, Article III to update development standards for townhomes in the NR-CD, RC, and TC zoning districts.

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Planning and Economic Development

PURPOSE: To present proposed text amendments to Appendix A, Article III of the Zoning Ordinance to update development standards related to townhomes in the Mixed Use zoning districts.

IMPACT: The proposed amendments modernize dimensional and design standards for townhome development within the NR-CD, RC, and TC zoning districts. Updates to lot size, site area, setbacks, building height, and separation requirements will enhance design flexibility, encourage high-quality infill development, and support mixed-use, pedestrian-oriented neighborhoods. These changes align with the City's 2040 Comprehensive Plan and Zoning Code by promoting diverse housing options and advancing the community's vision for compact, well-designed, and inclusive growth.

FUNDING SOURCE:

RECOMMENDATION: Staff recommends approval of this text amendment.

STAFF ANALYSIS AND REPORT

To: City of Clarkston City Council

From: Richard Edwards, AICP

Subject: Proposed Text Amendments to the City of Clarkston Zoning Ordinance, Appendix A, Article III to update development standards for townhomes in the NR-CD, RC, and TC zoning districts.

Date: December 2, 2025

Background:

On October 7, 2025, the Clarkston City Council voted to adopt the City of Clarkston Summit Data and Recommendations from the Atlanta Regional Commission (ARC). The recommendations from ARC's engagement and research included zoning updates to help address affordability, diversifying housing types, and to consider adding residential uses to non-residential areas. Further, input from citizens included finding ways to address missing middle housing, increasing housing types and quantity, and addressing affordability.

Analysis:

This packet includes the following proposed text amendments:

1. Sec. 314. Dimensional Standards for Mixed Use Districts to include the following:
 - a. Amending "minimum lot size" to "minimum site area," which will allow townhome developments to have a minimum site area but still allow for a smaller lot size for the individual townhome units.
 - b. Increases the maximum building height in the TC zoning district from 5 stories/75' to 7 stories/100'.
 - c. Clarifies minimum site area for townhomes at 5,000 sf in NR-CD zoning districts.
 - d. Reduces the RC site area from 7,200 to 5,000.
 - e. Included minimum site width requirements, which reflect the existing lot width requirements.
 - f. Updates to the minimum lot width requirements for townhomes in the NR-CD zoning district to 14'.
 - g. Updates to the front setback requirements for townhomes in the NR-CD zoning district to 10'.
 - h. Updates to the side setback requirements for townhomes in the NR-CD zoning district.
 - i. Creates a 10' minimum building separation for townhomes in the NR-CD zoning district.
 - j. Adding a footnote at the bottom of Table 3.6 to clarify a 0' setback between attached townhome units.

NR-CD Townhomes	Density (units/acre)	FAR	Lot Coverage	Minimum Lot Size	Lot Width
Glendale Rowes	12.10 (60u /4.98a)	0.46	70%	1,800	20'
Woodland Ave Townhomes	10 (14u/1.40a)	0.53	54.5%	1,800	22'

These recommendations are aligned with the City's 2040 Comprehensive Plan for the TC and RC zoned lots fall within the Mixed-Use future land use designation. This designation calls for the vertical and horizontal mix of uses.

Further, these text amendments are aligned with the Zoning Code. Below are the purposed and intent statements found in the zoning code for each of the districts included in this text amendment.

NR-CD, neighborhood residential-community development district

Sec. 315(a) Purpose and intent. The NR-CD zoning district is primarily intended for multi-family housing developments. However, the district allows for a mix of housing types, including single-family attached, townhomes, and detached structures, as well as some limited institutional and personal service uses that would be convenient to nearby residents.

RC, residential/commercial district

Sec. 316(a) Purpose and intent. The RC zoning district is intended to allow converted residential structures with commercial uses to coexist with residential uses. Commercial uses will be limited in order to maintain the current balance and aesthetic in the surrounding area. Residences converted to office uses are acceptable when kept at current scale.

TC, town center district

Sec. 317(a) Purpose and intent.

- (1) Promote development of a compact, pedestrian-oriented town center consisting of a high-intensity employment center, vibrant and dynamic mixed-use areas;*
- (2) Promote a diverse mix of residential, business, commercial, office, institutional, cultural and entertainment activities for workers, visitors, and residents;*
- (3) Encourage bicycle and pedestrian-oriented development at densities and intensities that will help to support transit usage and town center businesses;*
- (4) Promote the health and well-being of residents by encouraging physical activity, alternative transportation, and greater social interaction;*
- (5) Create a place that represents a unique, attractive, and memorable destination for visitors and residents; and*
- (6) Enhance the community's character through the promotion of high-quality urban design.*

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TEXT OF THE CLARKSTON ZONING ORDINANCE, APPENDIX A, ARTICLE III OF THE CITY CODE, TO ADD MINIMUM SITE WIDTHS FOR MIXED USE DISTRICTS; TO ADD MINIMUM SITE AREA REQUIREMENTS, MINIMUM FRONT AND SIDE SETBACK REQUIREMENTS, AND MINIMUM BUILDING SEPARATION STANDARDS FOR TOWNHOMES; TO REDUCE THE MINIMUM LOT SIZE AND LOT WIDTH FOR TOWNHOMES; TO REDUCE THE MINIMUM SITE AREA AND LOT SIZE FOR THE RC DISTRICT; AND TO ENCOURAGE MULTIPLE DEVELOPMENT TYPES WITHIN THE NR-CD, RC, AND TC ZONING DISTRICTS.

WHEREAS, the City desires to encourage diversity and affordability in housing, and to that end encourages the development of multiple types of housing within the City limits;

WHEREAS, the modification of certain dimensional requirements for districts in which residential development is permitted will expand housing options within the City limits;

WHEREAS, the City Council desires to amend the zoning ordinance to facilitate appropriate development within the City; and

WHEREAS, the City has fully complied with the requirements of the Zoning Procedures Law in adopting this ordinance.

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

SECTION 1. Appendix A, Article III, Division 2, Section 314 of the City of Clarkston Code of Ordinances is hereby amended by deleting existing Table 3.6 and replacing it with the following:

Table 3.6 Mixed-Use Zoning District Dimensional Requirements			
	NR-CD	RC	TC
Primary Structure			
Maximum FAR	2	1	5
Minimum Unit Size	700 s.f.	800 s.f.	700 s.f.
Maximum Lot Coverage	80%	50%	80%
Minimum Open Space	20%	20%	20%
Maximum Building Height	50'	35'	7 stories/ 100'
Minimum Site Area	Single-Family Use: 5,000 sq. ft. Multi-Family Use: N/A Non-Residential Use: N/A Townhome: 5,000 sq. ft.	5,000s.f.	N/A
Minimum Lot Size	Single-Family Use: 5,000 sq. ft. Multi-Family Use: N/A Non-Residential Use: N/A	5,000 s.f.	N/A

	Townhome: 1,400 sq. ft.		
Minimum Site Width	Single-Family Use: 60' Multi-Family Use: 75' Non-Residential Use: 75' Townhome: 75'	60'	50'
Minimum Lot Width	Single-Family Use: 60' Multi-Family Use: 75' Non-Residential Use: 75' Townhome: 14'	50'	N/A
Minimum Front Setback	Single-Family Use: 10' Multi-Family Use: 10' Non-Residential Use: 30' Townhome: 10'	15'	0'
Minimum Side Setback [1]	Single-Family Use: 15' between units Multi-Family Use: 10' Non-Residential Use: 15' Townhome: 15'	7'	0'
Minimum Building Separation (Townhome)	10'	N/A	N/A
Minimum Rear Setback	25'	20'	0'
Accessory Dwelling Unit			
Maximum Height	See Section 413		
Minimum Side Setback	5'	5'	5'
Minimum Rear Setback	5'	5'	5'

[1] Townhomes shall have 0' setback between attached units.

SECTION 2. This ordinance is intended to be severable. Should any portion of this ordinance be judged invalid by a Court of competent jurisdiction, such order or judgment shall not invalidate the remainder of this ordinance.

SECTION 3. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

Notice Published in DeKalb Champion: 11/6/25

Public Hearing Held by City Council: 11/25/25

SO ORDAINED this _____ day of _____, 2025.

ATTEST:

CITY COUNCIL OF
CITY OF CLARKSTON, GEORGIA

Tomika Mitchell, City Clerk

Mayor Beverly H. Burks

Approved as to form:

Stephen G. Quinn, City Attorney

PART II - CODE OF ORDINANCES
APPENDIX A - ZONING
ARTICLE III. - ZONING DISTRICT REGULATIONS
DIVISION 4. MIXED USE DISTRICTS

DIVISION 4. MIXED USE DISTRICTS

Sec. 314. Dimensional Requirements.

Dimensional requirements for mixed use zoning districts are established in Table 3.6, Mixed-Use Zoning Districts Dimensional Requirements. Buffer requirements on Table 5.3 also apply.

Table 3.6 Mixed-Use Zoning District Dimensional Requirements			
	NR-CD	RC	TC
Primary Structure			
Maximum FAR	2	1	5
Minimum Unit Size	700 s.f.	800 s.f.	700 s.f.
Maximum Lot Coverage	80%	50%	80%
Minimum Open Space	20%	20%	20%
Maximum Building Height	50'	35'	7 stories/ 100' 5 stories/75'
Minimum <u>Site Area</u> <u>Lot Size</u>	Single-Family Use: 5,000 sq. ft. Multi-Family Use: N/A Non-Residential Use: N/A <u>Townhome: 5,000 sq. ft.</u>	7,200 <u>5,000</u> -s.f.	N/A
<u>Minimum Lot Size</u>	<u>Single-Family Use: 5,000 sq. ft. Multi-Family Use: N/A Non-Residential Use: N/A</u> <u>Townhome: 1,400 sq. ft.</u>	<u>5,000 s.f.</u>	<u>N/A</u>
<u>Minimum Site Width</u>	<u>Single-Family Use: 60'</u> <u>Multi-Family Use: 75'</u> <u>Non-Residential Use: 75'</u> <u>Townhome: 75'</u>	<u>60'</u>	<u>50'</u>
Minimum Lot Width	Single-Family Use: 60' Multi-Family Use: 75' Non-Residential Use: 75' <u>Townhome: 14'</u>	50'	N/A
Minimum Front Setback	Single-Family Use: 10' Multi-Family Use: 10' Non-Residential Use: 30' <u>Townhome: 10'</u>	15'	0'
Minimum Side Setback <u>[1]</u>	Single-Family Use: 15' between units Multi-Family Use: 10' Non-Residential Use: 15' <u>Townhome: 10'</u>	7'	0'

<u>Minimum Building Separation (Townhome)</u>	<u>10'</u>	<u>N/A</u>	<u>N/A</u>
Minimum Rear Setback	25'	20'	0'
Accessory Dwelling Unit			
Maximum Height	See Section 413		
Minimum Side Setback	5'	5'	5'
Minimum Rear Setback	5'	5'	5'

[1] Townhomes shall have 0' setback between attached units.

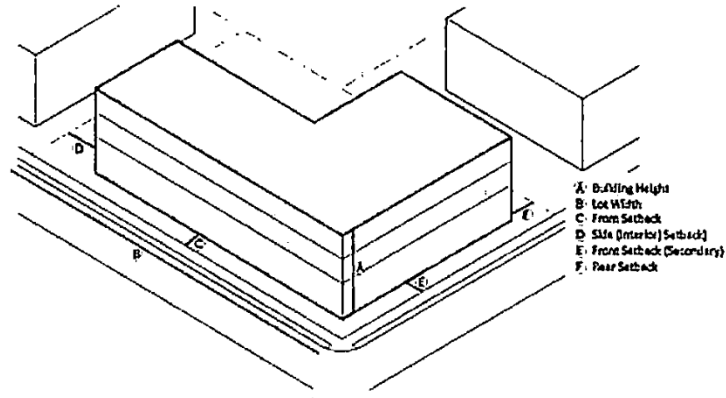


Figure 3.3 Mixed-Use Standards



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	8J	Presentation/ Administrative Business	

SUBJECT: To consider an ordinance to amend the City of Clarkston Zoning Ordinance, Appendix A, Article VI to amend the off-street parking requirements.

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Planning and Economic Development

PURPOSE:

IMPACT:

FUNDING SOURCE:

RECOMMENDATION:

STAFF ANALYSIS AND REPORT

To: City of Clarkston City Council

From: Richard Edwards, AICP

Subject: Proposed Text Amendments to the City of Clarkston Zoning Ordinance, Appendix A, Article VI to add amend the off-street parking requirements.

Date: December 2, 2025

Background:

This text amendment is intended to fix some errors in the language of Sec. 607 and to update the off-street parking requirements to be closer aligned with the Institute of Transportation Engineers (ITE) Parking Generation Manual for residential use types.

Analysis:

This text amendment is proposing the following changes:

1. Removes Sec. 607 (a)(b) due to conflicting and redundant language.
2. Amends the off-street parking requirements for apartments, condominiums, and other multi-family attached uses:
 - 0.85 spaces per studio unit
 - 0.9 spaces per 1 bedroom unit
 - 1.65 spaces per 2 bedroom unit
 - 2 spaces per 3 bedroom unit
 - 0.15 spaces per unit for guest parking
3. Amends the off-street parking requirements for cottage housing to require one (1) parking space per dwelling and 0.15 spaces per unit for guest parking.
4. Amends the off-street parking requirements for residences including duplexes, triplexes, and quadplexes to require one (1) space per dwelling unit and 0.15 spaces per unit for guest parking.
5. Amends the off-street parking requirement for townhomes to 1.5 spaces per dwelling unit.
5. Separates single family residences from other residential use types and maintains the two (2) parking spaces per dwelling unit.
6. Adds accessory dwelling unit (ADU) to Table 6.1 and maintains the required one (1) space per ADU pursuant to Sec. 413.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TEXT OF THE CLARKSTON ZONING ORDINANCE, APPENDIX A, ARTICLE VI OF THE CITY CODE, TO REDUCE PARKING REQUIREMENTS FOR CERTAIN DWELLING TYPES TO ENCOURAGE THE DEVELOPMENT OF MULTIPLE DWELLING TYPES WITHIN THE CITY LIMITS.

WHEREAS, the City's Zoning Ordinance includes certain requirements for the development of real property located within the City limits; and

WHEREAS, the City Council desires to update parking standards for residential use types to be aligned with the Institute of Transportation Engineers (ITE) Parking Generation Manual; and

WHEREAS, the City Council desires to add guest parking requirements for multi-family and single-family attached uses; and

WHEREAS, the City has fully complied with the requirements of the Zoning Procedures Law in adopting this ordinance.

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

SECTION 1. Appendix A, Article VI, Section 607 of the City of Clarkston Code of Ordinances is hereby amended by deleting subsections (a) and (b).

SECTION 2. Appendix A, Article VI, Section 607 of the City of Clarkston Code of Ordinances is hereby further amended by deleting existing Table 6.1 and replacing it with the following:

Table 6.1 Parking Requirements	
Use	Minimum Number of Spaces Required
Commercial:	
Government, Office, Retail, Service Establishment, Restaurant, and Similar Commercial Uses	1.5 per 300 square feet of gross floor
Vehicle Repair Garages, Paint and Body Shops, Welding Shops, and Similar Establishments	1 per 200 square feet of gross floor area
Vehicle rental establishment	1 per 200 square feet of gross floor area plus one space for every vehicle for rent
Vehicle service garages	3 spaces per service bay
Hotel and motel	.75 spaces per guest room
Bed and Breakfast Inn	1 parking space per guest room, plus 1 for the owner-operator
Recreation—Subdivision recreation area	1 space per 10 dwelling units
Recreation—Commercial and public	1 space per 200 sq. ft. of recreational space
Wholesale stores	1 space per 600 sq. ft. of gross floor area, plus 1 space 2000 sq. ft. of gross storage area
Institutional:	

Places of worship and other places of assembly	1 per each 8 seats in the sanctuary or meeting room where seating is fixed or 1 per 50 square feet of gross floor area of sanctuary or meeting room where seating is not fixed
Theaters, Auditoriums, Funeral Homes, Community Centers and Other Places of Assembly	1 per each 4 seats where seating is fixed; 1 per 25 square feet of gross floor area of assembly area where seating is not fixed
Social organizations including lodges and fraternal organizations	1 space per 250 sq. ft.
Hospitals or group homes	1 space per 2 beds
Libraries, galleries, and similar uses	1 space per each 400 sq. ft. of gross space to which the public has access
Schools (elementary, middle, high schools)	2 per classroom, plus 1 space per each 8 seats in auditorium or assembly area where seating is fixed or 1 per 50 square feet of gross floor area of auditorium or assembly area where seating is not fixed
Schools (colleges, universities or adult education facilities)	As determined as part of the design approval
Daycare or nursery	2 spaces per classroom
Offices:	
Offices—Government, banks, professional, medical, general	1.5 per 300 square feet of gross floor
Residential:	
Apartments, townhomes, condominiums, and other multi-family attached uses	0.85 spaces per studio unit 0.9 spaces per 1 bedroom unit 1.65 spaces per 2 bedroom unit 2 spaces per 3 bedroom unit 0.15 spaces per unit for guest parking
Boarding or rooming houses	1 space per 2 bedrooms
Cottage housing	1 space per dwelling unit as regulated in Section 529 and 0.15 spaces per unit for guest parking
Residences including duplexes, triplexes, and quadruplexes.	1 spaces per dwelling units and 0.15 spaces per unit for guest parking
Townhomes	1.5 spaces per dwelling unit
Single Family Residences (detached)	2 Spaces per dwelling unit
Accessory Dwelling Units (ADU)	1 space per ADU pursuant to Sec. 413.
Senior citizen independent living facility	.75 space per unit

SECTION 3. This ordinance is intended to be severable. Should any portion of this ordinance be judged invalid by a Court of competent jurisdiction, such order or judgment shall not invalidate the remainder of this ordinance.

SECTION 4. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

Notice Published in DeKalb Champion: 11/6/25

Public Hearing Held by City Council: 11/25/25

SO ORDAINED this _____ day of _____, 2025.

ATTEST:

CITY COUNCIL OF
CITY OF CLARKSTON, GEORGIA

Tomika Mitchell, City Clerk

Mayor Beverly H. Burks

Approved as to form:

Stephen G. Quinn, City Attorney

Sec. 607. Off-street parking requirements.

The following are the minimum number of off-street parking spaces required by type of permitted use. The square footage is the gross square footage unless otherwise indicated.

(a) ~~The total number of permitted parking spaces shall not exceed one hundred (100) percent of the minimum number of off-street parking spaces required by type of permitted use.~~

(b) ~~The number of off-street parking spaces required by use are as follows:~~

Table 6.1 Parking Requirements	
Use	Minimum Number of Spaces Required
Commercial:	
Government, Office, Retail, Service Establishment, Restaurant, and Similar Commercial Uses	1.5 per 300 square feet of gross floor
Vehicle Repair Garages, Paint and Body Shops, Welding Shops, and Similar Establishments	1 per 200 square feet of gross floor area
Vehicle rental establishment	1 per 200 square feet of gross floor area plus one space for every vehicle for rent
Vehicle service garages	3 spaces per service bay
Hotel and motel	.75 spaces per guest room
Bed and Breakfast Inn	1 parking space per guest room, plus 1 for the owner-operator
Recreation—Subdivision recreation area	1 space per 10 dwelling units
Recreation—Commercial and public	1 space per 200 sq. ft. of recreational space
Wholesale stores	1 space per 600 sq. ft. of gross floor area, plus 1 space 2000 sq. ft. of gross storage area
Institutional:	
Places of worship and other places of assembly	1 per each 8 seats in the sanctuary or meeting room where seating is fixed or 1 per 50 square feet of gross floor area of sanctuary or meeting room where seating is not fixed
Theaters, Auditoriums, Funeral Homes, Community Centers and Other Places of Assembly	1 per each 4 seats where seating is fixed; 1 per 25 square feet of gross floor area of assembly area where seating is not fixed
Social organizations including lodges and fraternal organizations	1 space per 250 sq. ft.
Hospitals or group homes	1 space per 2 beds
Libraries, galleries, and similar uses	1 space per each 400 sq. ft. of gross space to which the public has access
Schools (elementary, middle, high schools)	2 per classroom, plus 1 space per each 8 seats in auditorium or assembly area where seating is fixed or 1 per 50 square feet of gross floor area of auditorium or assembly area where seating is not fixed
Schools (colleges, universities or adult education facilities)	As determined as part of the design approval
Daycare or nursery	2 spaces per classroom
Offices:	

Offices—Government, banks, professional, medical, general	1.5 per 300 square feet of gross floor
Residential:	
Apartments, townhomes , condominiums, and other multi-family attached uses	Minimum of 1 space per dwelling unit 0.85 spaces per studio unit 0.9 spaces per 1 bedroom unit 1.65 spaces per 2 bedroom unit 2 spaces per 3 bedroom unit 0.15 spaces per unit for guest parking
Boarding or rooming houses	1 space per 2 bedrooms
Cottage housing	1 1.25 to 2.0 spaces per dwelling unit as regulated in Section 529 and 0.15 spaces per unit for guest parking
Residences including single family , duplexes, triplexes, and quadruplexes.	2 1 spaces per dwelling units and 0.15 spaces per unit for guest parking
<u>Townhomes</u>	<u>1.5 spaces per dwelling unit</u>
<u>Single Family Residences (detached)</u>	<u>2 Spaces per dwelling unit</u>
<u>Accessory Dwelling Units (ADU)</u>	<u>1 space per ADU pursuant to Sec. 413.</u>
Senior citizen independent living facility	.75 space per unit

(Ord. No. 480, § 1, 6-6-23)

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CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	8K	Action Item	

SUBJECT: To consider a resolution awarding a professional service agreement to the most responsive and responsible bidder, Pond & Company, for the re-write of the City's Comprehensive Plan in the amount of \$151,458.00, to be funded out of the General Fund budget.

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Planning and Economic Development

PURPOSE: To review and authorize a contract for professional services with Pond & Company to re-write the City's Comprehensive Plan.

IMPACT:

FUNDING SOURCE: Professional Services line item in the Planning & Economic Development Department, General Fund budget.

RECOMMENDATION: Staff recommends approval of this contract.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AWARDDING A PROFESSIONAL SERVICES AGREEMENT TO POND & COMPANY FOR THE RE-WRITE OF THE CITY'S COMPREHENSIVE PLAN.

* * * * *

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

Section 1. That the City Council awards a professional services agreement to Pond & Company, for the re-write of the City's Comprehensive Plan in the amount of \$151,458, to be funded out of the Professional Services line item in the Planning & Economic Development Department, General Fund budget. A copy of said contract is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

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

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A



City of Clarkston

Professional Qualifications for

Comprehensive Plan Rewrite

September 21, 2025



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Letter of Transmittal

September 21, 2025

City of Clarkston
736 Park North Blvd, Suite 120
Clarkston, GA 30021

RE: RFP Comprehensive Plan Rewrite

Dear members of the City of Clarkston selection committee,

The Comprehensive Plan Rewrite is an opportunity to rethink Clarkston's future and, more importantly, how we get there. A Comprehensive Plan should do more than satisfy state requirements, it must reflect the identity of this unique community, anticipate the pressures of growth, and guide change that strengthens rather than diminishes what makes Clarkston special.

Nowhere is this more critical than here, in one of Georgia's most diverse cities, where residents from more than 70 nationalities live, work, and build their lives together. Clarkston's diversity is its strength, and this plan is an opportunity to translate that strength into action.

Our team has worked with Clarkston before and this project is personal to us. We know the community's character, its leadership, and its aspirations. That is why our proposal is not just a blueprint, it is a roadmap to an inclusive, actionable, and resilient future. Together, we will not only imagine that future, we will craft it with you.

We believe the most successful plans are born out of partnership, with elected officials, City staff, and, most importantly, the community itself. Our role is to create a framework that helps Clarkston harness its diversity, strengthen its identity, and position itself for funding and partnerships that bring projects to life.

We hear your priorities:

- **Engage inclusively:** From council interviews to multilingual public meetings, surveys, and pop-ups, we will affirm Clarkston's diverse community is at the center of shaping its own plan.
- **Focus on action:** The Comprehensive Plan will be state-compliant and visionary, but most importantly, implementable, outlining clear steps to advance housing, mobility, and placemaking priorities.
- **Support catalytic change:** By developing actionable strategies for the two Small Area Plans, this process will demonstrate how redevelopment can meet community needs while attracting investment.
- **Build momentum for funding:** A strong, adopted plan will position Clarkston to secure state, regional, and federal resources to carry initiatives into implementation.

We are excited about the opportunity to continue our partnership with Clarkston through this project. Thank you for considering our proposal, we look forward to discussing our approach with you and answering any questions.

***Additionally, Pond acknowledges that final negotiations with the contractor will require the submittal of a W-9 and a detailed staffing plan prior to award.**

Sincerely,
Pond & Company



Randy Gibbs
Project Manager and
Primary Point-of-Contact
Randy.Gibbs@pondco.com
404.956.9730



Matt Wilder, PLA, ASLA
Principal-in-Charge
Matt.Wilder@pondco.com
404.405.4261

Corporate Background & Qualifications



We earn the trust that sets us apart.

POND

FIRM NAME

Pond & Company

FIRM SIZE

850+ Employees
20 Offices World-wide

CORPORATE STRUCTURE

Corporation

CORPORATE BACKGROUND & QUALIFICATIONS

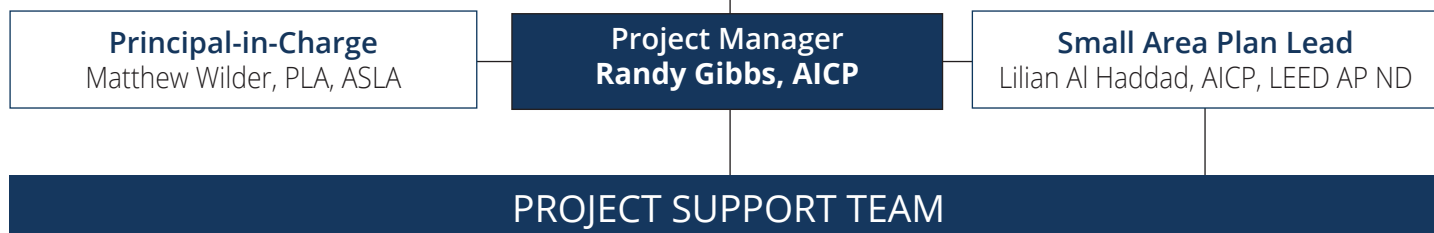
Founded in 1965, Pond is a full-service consulting firm offering integrated planning, engineering, architecture, and program/construction management solutions. We bring a robust, interdisciplinary approach to comprehensive planning that balances community aspirations with market realities.

Pond has decades of experience leading comprehensive plans across Georgia. Our multidisciplinary team of land use and transportation planners, urban designers, and economists has delivered more than 25 comprehensive plans statewide, including work for cities and counties of all sizes. This deep Georgia experience equips us with the insight and agility to address the unique needs of Clarkston while meeting all requirements of the Georgia Department of Community Affairs.

We understand that engagement is at the heart of a successful comprehensive plan. Pond has a proven track record working with diverse and multilingual communities across Georgia—confirming all voices are heard and reflected in the final vision. Our team has also developed small area plans, affordable housing strategies, sustainability initiatives, and trail/recreation plans, aligning directly with Clarkston's priorities for this update.

Our firm's history, local experience, and collaborative culture make us uniquely qualified to partner with Clarkston in shaping a forward-looking plan that reflects the City's identity, aspirations, and growth.

Detailed Listing of all Staff



Transportation and Mobility

Kat Onore, AICP

Planning

Lauren Patterson, PLA, ASLA

Alma Basave

Stormwater

Cody Owenby, PE

Engagement

Ed Caddell, AICP | Sycamore Consulting
Madison Davis, AICP | Sycamore Consulting
Alma Basave (Language Specialist)

QA/QC

Kat Onore, AICP

Strategic Partner for Public Engagement & Outreach



Sycamore Consulting, Inc. (DBE Firm)

Since 1996, Sycamore Consulting, Inc., a certified woman- and minority-owned firm based in Decatur, Georgia, has delivered thoughtful, results-oriented stakeholder and public engagement services across the state. Their seasoned team brings over 50 years of combined experience and has successfully supported planning efforts with GDOT, GRTA, MARTA, ARC, SRTA, and many local communities.

Sycamore deploys a full spectrum of engagement tools—pop-ups, forums, surveys, focus groups, workshops, online portals, and media campaigns—to foster transparent, two-way communication that builds consensus and empowers communities. Their work on platforms like the City of South Fulton's digital outreach portal exemplifies their ability to create inclusive processes that connect with Georgians where they live.

In teaming with Pond, Sycamore will verify Clarkston's comprehensive plan is rooted in real community voices, weaving authentic public input into a collaborative vision for the city's future.

RANDY GIBBS AICP

PROJECT MANAGER

Randy Gibbs is a seasoned planning professional with over a decade of experience leading comprehensive plans, economic development strategies, and housing assessments. Known for his collaborative approach, Randy listens closely to communities to confirm each plan reflects local values and priorities.

He has managed planning efforts for cities across Georgia—including Stonecrest, South Fulton, and Fairburn—bringing together meaningful engagement, data-driven analysis, and actionable strategies. Randy's ability to lead complex projects while staying rooted in community character makes him a strong fit for communities like Clarkston.

Special Skills



*Randy brings a unique strength in managing complex, multi-disciplinary planning efforts with clarity, consistency, and precision. His **leadership guarantees project teams stay on schedule, deliverables meet regulatory and community expectations, and collaboration across staff, stakeholders, and consultants remains productive.** Randy's ability to navigate competing priorities, maintain momentum, and deliver polished, actionable plans makes him a trusted and effective project manager.*

Project Experience

Comprehensive Plan, Port Wentworth, GA, Planner

Reviewed and provided feedback on the 2045 Comprehensive Plan Update

Comprehensive Plan Update*, City of South Fulton, Project Manager

Managed a multi-disciplinary consultant team to update the city's comprehensive plan, focusing on legacy land use challenges.

Comprehensive Plan Update*, City of Stonecrest, Project Manager

Led an overhaul of the comprehensive plan and realigned land use districts to reflect the city's evolving growth strategy.

Comprehensive Plan Update*, Clayton County, Engagement Lead

Supported the plan update through stakeholder interviews and community engagement strategy.

Comprehensive Plan Update*, Henry County, Planner*

Updated the county's future land use maps and policies, and facilitated public meetings to clarify land use impacts.

Fairburn Connectivity and Gateway LCI*, City of Fairburn, Project Manager

Directed planning efforts to enhance downtown gateways and improve pedestrian and cyclist experiences.

Campus Master Plan Update*, Savannah State University, Community Engagement Lead

Led stakeholder engagement and conducted facility audits to inform a strategic campus master plan update.

Arts & Culture Program Assessment*, Atlanta Regional Commission, Planner

Evaluated progress and performance of ARC's regional arts and culture initiatives.

*Experience gained prior to joining Pond.



MS, Public Policy, Georgia Institute of Technology

AICP Certified Planner
#372825

Areas of Expertise

- Comprehensive Planning & Economic Development Strategy
- Community-Driven Engagement & Consensus Building
- Project Management & Implementation-Focused Planning

Hours Dedicated to this project

330 Hours Total



Randy leading Comp Plan Community Engagement activities.



MATT WILDER PLA, ASLA

PRINCIPAL-IN-CHARGE

As Principal-in-Charge, Matt Wilder brings over 25 years of experience leading community-focused planning and design projects across the Southeast. He directs Pond's interdisciplinary Local Government team, guiding planners, landscape architects, and engineers in delivering impactful, collaborative solutions. Matt has led numerous comprehensive plans, park master plans, and visioning efforts that reflect community values while balancing growth and preservation. His leadership style emphasizes inclusive engagement, regulatory alignment, and implementable strategies—making him well-equipped to guide The City of Clarkston's Comprehensive Plan Rewrite and establish a thoughtful, forward-looking plan.

Special Skills



*With over two decades of experience designing public spaces rooted in community values, **Matt brings a deep understanding of mobility, greenspace access, and context-sensitive design that directly aligns with Clarkston's heritage and strategic planning goals.** His knowledge extends beyond personal expertise—Matt is an effective leader who **empowers his team to internalize and deliver on these principles.** Whether refining land use scenarios or shaping long-range visions, Matt guides interdisciplinary teams to **develop plans that not only meet DCA standards but also uphold the high quality of life, safety, and character that Clarkston residents expect.***

PROJECT EXPERIENCE

Town Center Vision & Plan, Johns Creek, GA, *Principal-in-Charge*

Comprehensive Plan, Guyton, GA, *Principal-in-Charge*

Comprehensive Plan & Comprehensive Transportation Plan Update, Lawrenceville, GA, *Principal-in-Charge*

Comprehensive Plan Update, Cherokee County, GA, *Principal-in-Charge*

Comprehensive Plan, Forsyth County, GA, *Principal-in-Charge*

Comprehensive Plan, Port Wentworth, GA, *Principal-in-Charge*

Downtown Master Plan, Dayton, GA, *Principal-in-Charge*

Downtown Master Plan, Winder, GA, *Principal-in-Charge*

Tara Boulevard Livable Communities Initiative, Jonesboro, GA, *Principal-in-Charge*

Visioning & Concept Design, Effingham, GA, *Principal-in-Charge*

DeKalb County Master Plan for Arabia Mountain, Stonecrest, GA, *Project Manager*

Blueprint 2.0, Atlanta, GA, *Principal-in-Charge*

Edge City, Dunwoody, GA, *Principal-in-Charge*

ABI Subarea Master Plans, Atlanta, GA, *Principal-in-Charge*

Comprehensive Transportation Plan (CTP), Henry County, GA, *Principal-in-Charge*



MLA, University of Georgia

Professional Landscape Architect, GA #001386

Areas of Expertise

- Leadership in Interdisciplinary Collaboration
- Downtown & Small Area Comprehensive Planning
- Urban Design & Placemaking
- Green Infrastructure

Hours Dedicated to this project

10 Hours Total

Matt leading innovative VR engagement activity



LILIAN AL HADDAD AICP, LEED AP ND

SMALL AREA PLAN LEAD

With more than 17 years of experience in urban planning, urban design, and housing, Lilian brings the expertise needed to lead the Small Area Plan component of Clarkston's Comprehensive Plan Update. A LEED AP in Neighborhood Development, she is recognized as a skilled place-maker with a focus on sustainable planning and smart cities. Lilian has directed master planning and mixed-use development projects across regional and local contexts, with proven success in residential, community, and sustainable urbanism initiatives. She excels at blending visionary design with practical implementation and fostering collaboration among stakeholders, ensuring Clarkston's Small Area Plans will be both innovative and achievable.

Special Skills



Small Area Planning & Housing Solutions Specialist

Lilian combines deep expertise in housing strategies with proven leadership in small area planning, creating frameworks that balance community needs, market realities, and long-term sustainability. She excels at shaping inclusive, livable neighborhoods through context-sensitive design and equitable growth strategies, and has a track record of translating complex housing challenges into clear, actionable solutions that strengthen communities.

PROJECT EXPERIENCE

Winder Comprehensive Plan & Zoning Update, Winder, GA, *Planner*

DeKalb Stone Mountain Trail Master Plan, DeKalb County, GA, *Project Manager*

Stone Mountain LCI, Connecting Parks, PATHs, and Public Spaces, Stone Mountain, GA, *Project Manager*

Presidential Parkway and Embury Hills Placemaking Strategy and SAP, DeKalb County, GA, *Project Manager*

Aerotropolis Atlanta Blueprint 2.0, Atlanta, GA, *Project Manager*

Tara Boulevard Livable Communities Initiative, Jonesboro, GA, *Project Manager*

Cumberland CID Creative Placemaking Study, Cumberland, GA, *Project Manager*

ECCOG Housing Assessment Strategy, Denver, CO, *Project Manager and Housing Expert*

Town of Dayton Downtown Master Plan, Dayton, GA, *Project Manager*

Effingham Gateway Vision and Concept Master Plan, Effingham County, GA, *Urban Planner*



MLA, Urban Design,
American Institute of Beirut

BArch, Architecture,
American Institute of Beirut

Areas of Expertise

- Small Area Planning & Master Planning
- Housing Strategies & Policy
- Urban Design & Placemaking
- Sustainable Planning & Smart Cities

Hours Dedicated to this project

65 Hours Total

KAT ONORE *AICP*

TRANSPORTATION AND MOBILITY PLANNER, QA/QC

Kat is dedicated to helping communities identify priorities and develop strategic, context-sensitive plans with clear implementation strategies. Kat helps community members understand key trends and trade-offs to get to the core of stakeholders' concerns. She believes in an open, continuous engagement program that makes it easy for people to contribute. With over twelve years of experience, she has led and contributed to a diverse range of projects, including comprehensive plans, corridor plans, downtown and master plans, walking and biking master plans, trail master plans and feasibility studies, design guidelines, wayfinding initiatives, parking studies, and grant writing. Her work spans small rural towns to complex urban centers, tailoring solutions to fit the unique needs and challenges of each community.

Project Experience

Winder Comprehensive Plan & Zoning Update, Winder, GA, *Project Manager*

Lawrenceville Comprehensive Plan & Comprehensive Transportation Plan Update, Lawrenceville, GA, *Project Planner*

Cherokee Comprehensive Plan Update, Cherokee County, GA, *Project Manager*

Port Wentworth Comprehensive Plan, Port Wentworth, GA, *Project Planner*

Birmingham Comprehensive Plan*, Birmingham, AL, *Project Planner*

Clarkston Zoning Rewrite, Clarkston, GA, *Planner*

Clarkston Parks and Trails Plan, Clarkston, GA, *Project Manager**

**Prior to Pond Experience*

LAUREN PATTERSON *PLA, ASLA*

PLANNER AND LANDSCAPE ARCHITECT

Lauren is a seasoned Planner and Landscape Architect with over 11 years of professional experience leading diverse projects across the United States. Her portfolio spans large-scale regional planning initiatives, intricate park master plans, and detailed immersive designs, demonstrating her ability to guide projects from concept through completion. Lauren excels at creating thoughtful, context-sensitive solutions that balance innovation, sustainability, and community needs. Her expertise extends beyond design, as she is deeply involved in outreach and advocacy for smart planning and sustainable design initiatives nationwide. Lauren's collaborative approach and commitment to enhancing communities through impactful designs make her an invaluable leader for any project.

PROJECT EXPERIENCE

Port Wentworth Comprehensive Plan, Port Wentworth, GA, *Project Manager*

DeKalb Stone Mountain Trail Master Plan, DeKalb County, GA, *Planner*

Stone Mountain LCI, Connecting Parks, PATHs, and Public Spaces, Stone Mountain, GA, *Planner*

Parks and Recreation Comprehensive Master Plan, Athens-Clarke County, GA, *Deputy Project Manager*

Cumberland CID Creative Placemaking Study, Cumberland CID, *Planner*

Effingham Gateway Vision and Concept Master Plan, Effingham County, GA, *Project Manager*

Kernersville Park System Master Plan, Kernersville, NC, *Planner*



MS, City & Regional Planning,
Georgia Institute of
Technology

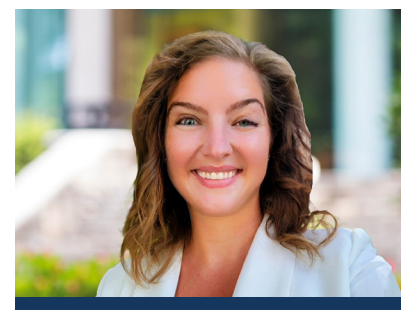
AICP Certified Planner
#410466

Areas of Expertise

- Multimodal Transportation & Safety
- Quality Assurance & Quality Control

Hours Dedicated to this project

60 Hours Total



MS, Landscape Architecture,
Kansas State University

Professional Landscape
Architect, NC #2417

Areas of Expertise

- Parks and Recreation
- Character Areas

Hours Dedicated to this project

20 Hours Total

CODY OWENBY, PE

STORMWATER ENGINEER

Cody brings 15 years of civil and transportation engineering experience with a portfolio that spans roadway design, multi-use trails, and complex intersection improvements across Georgia and South Carolina. His expertise extends beyond transportation into civil/site design and stormwater engineering, equipping him to address infrastructure challenges that intersect with planning and urban design. For Clarkston, he will provide technical support on stormwater needs, ensuring that recommendations in the Comprehensive Plan are both visionary and feasible from an engineering perspective.

Project Experience

PATH Westside Connector Trail, Atlanta, GA, *Stormwater Engineer*

Athens St. Corridor, Gainesville, GA, *Stormwater Engineer*

Downtown Streetscapes, Cedartown, GA, *Stormwater Engineer*

Lenox Road Phase I, Atlanta, GA, *Stormwater Engineer*

Custer Avenue Relief Project, Atlanta, GA, *Stormwater Engineer*

UGA Campus Connectivity Study, Atlanta, GA, *Stormwater Engineer*

Lexington Bike Pedestrian Improvements, Athens-Clarke County, GA, *Stormwater Engineer*



BS, Civil Engineering
Technology, Southern
Polytechnic State University
Professional Engineer (PE) GA
#047343

Areas of Expertise

- Stormwater Engineering & Civil/Site Design
- Transportation & Roadway Design

Hours Dedicated to this project

20 Hours Total

ALMA BASAVE

PLANNER AND ENGAGEMENT (LANGUAGE) SPECIALIST

Since joining Pond, Alma Basave has contributed to a wide range of municipal projects, from conceptual park master plans to detailed construction documents. Her expertise in hardscape and landscape detailing enhances the functionality and character of community spaces, making her a valuable addition to the team. Alma is also bilingual, a skill that has proven essential in engaging diverse communities and ensuring inclusive participation during public engagement processes. For Clarkston's Comprehensive Plan Rewrite, her ability to connect with multilingual stakeholders will directly support the City's goal of engaging its richly diverse population, helping to confirm community voices are heard and reflected in the planning process.

PROJECT EXPERIENCE

Aerotropolis Atlanta Blueprint 2.0, Atlanta, GA, *Public Engagement Specialist*

RAD Streetscape, Rome, GA, *Public Engagement Specialist*

Downtown Streetscapes, Cedartown, GA, *Public Engagement Specialist*

Tara Boulevard Livable Communities Initiative, Jonesboro, GA, *Public Engagement Specialist*

Athens St. Corridor, Gainesville, GA, *Public Engagement Specialist*

Collier Road Corridor Study, Atlanta, GA, *Public Engagement Specialist*

Recreation Master Plan, Effingham County, GA, *Public Engagement Specialist*



BS, Landscape Architecture,
University of Georgia

Areas of Expertise

- Bilingual Engagement & Multilingual Outreach
- Public Engagement & Facilitation
- Community Centered Communication

Hours Dedicated to this project

550 Hours Total

ED CADDELL, AICP

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Ed is a seasoned public engagement specialist and AICP certified planner who has led outreach campaigns for a wide range of municipal and agency clients. He is skilled in both virtual and in-person strategies—including interactive websites, surveys, formal public meetings, and informal pop-up activities—and is particularly experienced in engaging multilingual, multicultural communities. In addition to his strong facilitation and communication expertise, Ed brings technical skills in data visualization, GIS mapping, report writing, and transportation planning and analysis, ensuring public input is effectively integrated into decision-making.

Project Experience

- City of Clarkston Greenway Plan**, Clarkston, GA, *Public Involvement Lead*
- City of Clarkston Safety Action Plan**, Clarkston, GA, *Public Involvement Lead*
- City of Clarkston Parks and Recreation Master Plan**, Clarkston, GA, *Public Involvement Support*
- City of Chamblee Safety Action Plan**, Chamblee, GA, *Public Involvement Lead*
- City of Chamblee Comprehensive Plan Update**, Chamblee, GA, *Public Involvement Lead*
- MARTA Kensington Station Transit Oriented Development (TOD) Master Plan**, DeKalb County, GA, *Public Involvement Lead*



MS, City & Regional Planning,
Georgia Institute of
Technology

BA, History, Florida State
University

American Institute of Certified
Planners, Nov 2023

Areas of Expertise

- Public Engagement
- Virtual and In-Person
interactive meetings

Hours Dedicated to this project

170 Hours Total

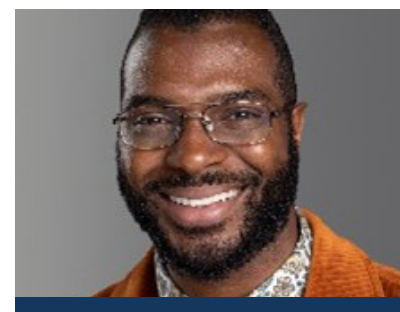
MADISON DAVIS, AICP

PLANNER AND COMMUNITY / STAKEHOLDER ENGAGEMENT

Madison is a certified planner with expertise in land use and transportation planning, research, and public engagement. Skilled at synthesizing outreach data, Madison excels at transforming community input into meaningful recommendations, translating complex findings into clear, actionable insights for both technical partners and the community. He works with public clients at all levels, from local municipalities to state agencies across Georgia.

Project Experience

- South Fulton 2040 Comprehensive Plan Update**, City of South Fulton, GA, *Public Involvement Lead*
- Stonecrest 2038 Comprehensive Plan Update**, City of Stonecrest, GA, *Public Involvement Lead*
- Clayton County Comprehensive Plan Update**, Clayton County, GA, *Public Involvement Lead*
- South Fulton Design Services**, City of South Fulton, GA, *Public Involvement Lead*
- Paulding County Comprehensive Safety Action Plan**, Paulding County, GA, *Public Involvement Lead*
- Downtown Atlanta Passenger Rail Terminal Study**, Atlanta Regional Commission, Atlanta, GA, *Public Involvement Lead*
- Statewide Rural Active Transportation Plan**, Georgia Department of Transportation, *Public Involvement Support*



MS, City & Regional Planning,
University of North Texas

American Institute of
Certified Planners, Nov 2023

Areas of Expertise

- Land Use and
Transportation Planning
- Community Engagement
- Synthesizing outreach data

Hours Dedicated to this project

130 Hours Total

C. Experience, record of accomplishments, reputation, and past performance in providing similar services to municipalities of size and location.

Your Trusted Partner in Comprehensive Planning and Engagement

Pond brings unmatched experience delivering comprehensive planning, on-call, and standby contracts, with more than 250 projects completed for local, state, and federal agencies. Our team of over 850 professionals combines organizational flexibility, reliable management, and proven workflow processes that allow us to deliver projects of every type and scale. More than 75% of our work comes from repeat clients, underscoring our reputation for responsiveness, accountability, and high-quality results.

With over 60 years of service and a growing, diverse staff of engineers, architects, planners, and designers, Pond is proud to serve municipalities across Georgia and beyond. Our extensive experience enables us to manage projects efficiently, navigate varying organizational structures, and provide tailored solutions that align with each client's priorities.

For Clarkston, our experience directly supports the City's vision. **We have led award-winning multilingual engagement programs, delivered state-compliant comprehensive plans and zoning updates, and advanced projects that address affordable housing, sustainability, parks, and small area planning.**

City and Local Government Planning and Engagement Experience

Serving local and regional governments through comprehensive planning, zoning, and engagement is the cornerstone of Pond's success. Recent, relevant experience includes:

- City of Winder Comprehensive Plan & Zoning Ordinance Rewrite – public visioning, character areas, and urban growth boundary

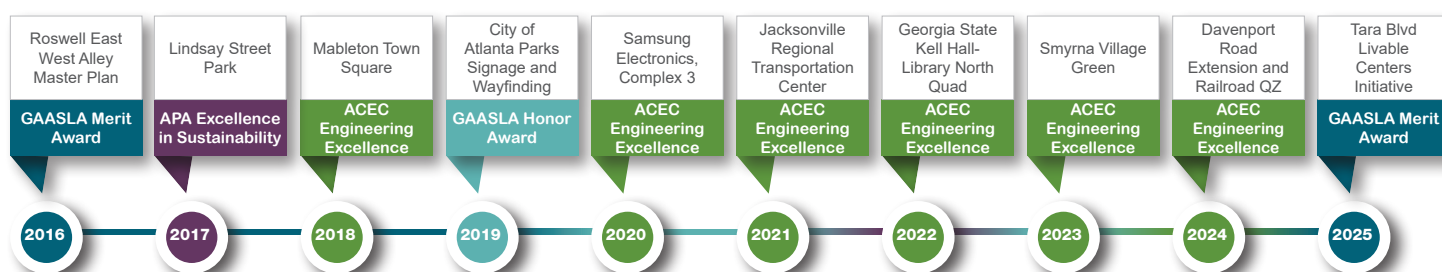
- Atlanta BeltLine & PATH Trails – multimodal planning and community engagement
- Cities of Atlanta, Acworth, Alpharetta, Duluth, Newnan, Roswell, Peachtree City, Sandy Springs, and many more across Georgia

Team and Resources

- Largest AE firm headquartered in Georgia, with 850+ professionals across 20+ offices worldwide
- Multilingual and Culturally Competent Engagement – experience reaching Clarkston's diverse community through translation, interpretation, and trusted ambassador programs.
- State-Compliant Planning – deep knowledge of Georgia DCA requirements for comprehensive plans and small area plans.
- Housing & Sustainability Expertise – proven ability to integrate affordable housing strategies and sustainability practices into planning projects.
- Full-Service Support – blending planning, design, architecture, engineering, and program management enables seamless delivery.
- Proven Track Record – delivering high-quality projects on time, within budget, and with strong community buy-in.

Recognition and Awards

- Tara Blvd LCI - GA ASLA Merit Award (2025)
- Johns Creek Town Center Vision & Plan - Georgia Planning Association - Best Planning Process (2022)
- Lindsay Street Park – APA Excellence in Sustainability (2017)
- Matt Wilder, PLA, ASLA (PIC) - GA ASLA President's Award (2025)
- Additional ACEC and ASLA awards for planning, parks, and sustainability projects are shown in the graphic below.



D. Attributes, special capabilities, techniques, or resources that make the firm uniquely qualified

Pond's team is uniquely positioned to support the City of Clarkston's Comprehensive Plan Rewrite because of our award-winning engagement expertise, in-house multilingual capacity, and full-service planning and design resources. We recognize that Clarkston is one of the most diverse cities in Georgia, and our team is prepared to meet the community where they are — in their own language, with engagement techniques that build trust and foster meaningful participation.

Our unique qualifications include:

- **Multilingual Capacity** – Our staff collectively speak more than a dozen languages, allowing us to directly communicate with residents without relying solely on third-party translation. This capability helps us build authentic relationships and confirms Clarkston's diverse community is fully represented in the planning process.

Below is a table of the language skills and diversity that Pond employees bring to this project.

Language Skills	Count of Language Skills
Spanish	62
Korean	9
French	9
Japanese	4
Chinese	3
Portuguese	3
German	2
Dutch	1
Indonesian	1
Bengali	1
Gujarati	1

This multilingual capacity is a unique resource Pond brings to Clarkston — enabling direct, culturally sensitive communication with residents representing the City's most spoken languages.

- **Award-Winning Engagement Methods** – We have been recognized by the several Georgia Associations including Georgia ACEC, Georgia APA, and Georgia ASLA for innovation, sustainability, and engineering excellence.
- **Cross-Disciplinary Expertise** – With planners, architects, engineers, GIS specialists, and public engagement professionals in-house, we provide comprehensive solutions from visioning through implementation.
- **Affordable Housing & Sustainability Experience** – Our team has extensive experience integrating affordable housing strategies, green infrastructure, and sustainability goals into comprehensive planning.
- **Proven Workflow** – More than 85% of our work is repeat business, reflecting our ability to deliver responsive, high-quality projects that build long-term trust.

Past performance in providing similar services to municipalities of size and location.

ZONING REWRITE

Clarkston, GA

Pond worked with the City of Clarkston on a rewrite of the zoning ordinance that modernized code language and integrated the community's updated vision for growth. The last update to the zoning ordinance occurred in 2012. Since that time, the community has grown in population as well as land area, annexing several properties adjacent to the city limits. The City was updating its previous Comprehensive Plan in parallel with the Zoning Rewrite, and Pond worked closely with ARC staff to incorporate any changes needed to the zoning ordinance to reflect the community's vision for its future development. The two project teams conducted a joint community meeting to educate citizens about the relationship between the comprehensive plan and zoning. In addition to considering the outcomes of the comprehensive plan update, the zoning rewrite also included:

- Review of the current zoning ordinance, development regulations, and fee structure
- Evaluation of the City's unique neighborhoods, corridors, and districts to create appropriate context-sensitive regulations
- Incorporation of graphics and tables to increase accessibility and understanding of the document by all user groups
- Update of the City's zoning map
- Legal review by the City Attorney to verify compliance with local, state, and federal regulations



The Pond Team Difference

Innovative Features and project delivery methods:

- **Integrated Planning Approach.** Coordinated zoning rewrite alongside Clarkston's vision for Downtown, aligning the vision with regulatory framework.
- **Accessible & Inclusive Tools.** Introduce infographics, tables, visuals, and simple language content to make zoning regulations more understandable for a wide range of users.
- **Community Education.** Design engagement methods that not only gather input but also inform residents about how zoning and comprehensive planning work together.

Relevant Characteristics:

- **Direct local experience.** Recently completed the City of Clarkston zoning ordinance rewrite, providing deep familiarity with Clarkston's community character, growth patterns, and regulatory framework.
- **Integration of planning efforts.** Coordinated zoning updates with ARC's five-year Comprehensive Plan update, demonstrating ability to align zoning, land use, and visioning efforts.
- **Community engagement expertise.** Conducted joint community meetings to educate residents on the connection between the Comprehensive Plan and zoning, supporting inclusive and accessible engagement.
- **Implementation focus.** Delivered training and implementation assistance to City staff, ensuring long-term usability of the ordinance and alignment with future planning initiatives.

COMPREHENSIVE PLAN & COMPREHENSIVE TRANSPORTATION PLAN

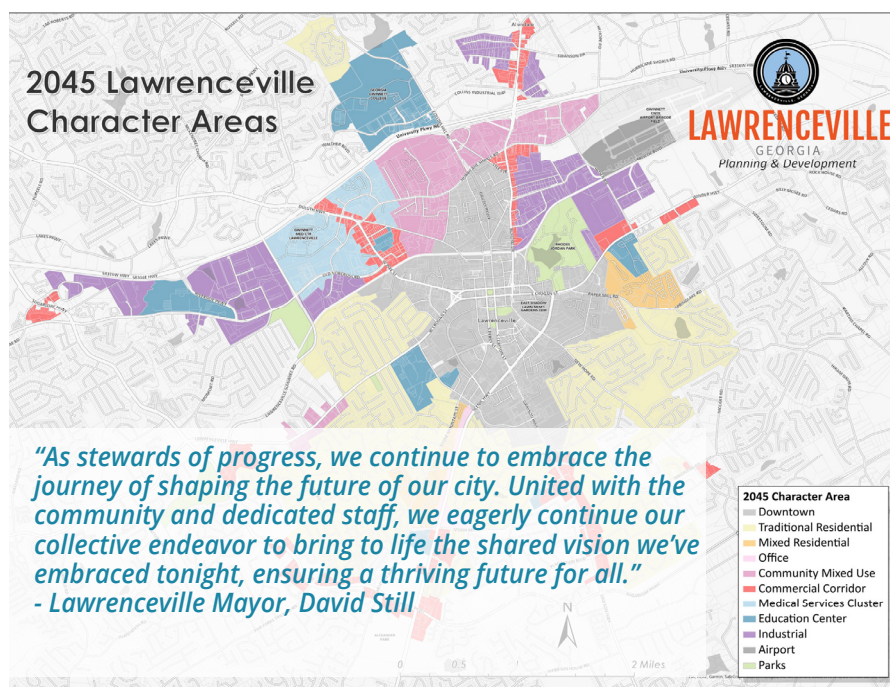
Lawrenceville, GA | Adopted in 2022

Pond partnered with the City of Lawrenceville to spearhead its Comprehensive Plan update and create its first Transportation Master Plan, signaling a pivotal moment in the city's urban planning landscape. This initiative provided Lawrenceville with a unique opportunity to shape its growth and development trajectory amidst local and regional economic expansion, all while safeguarding its distinctive small-town charm and infrastructure integrity.

Key elements of the planning process included:

- Implementing a comprehensive engagement strategy with city officials, stakeholders, and residents.
- Applying a context-sensitive approach that accounted for historical significance, current land use, and community aspirations.
- Identifying tailored growth areas that complement existing character while addressing future needs.
- Refining Future Land Use and Character Area maps to align each zone's development with its unique identity.

In tandem with these efforts, Pond spearheaded the development of Lawrenceville's inaugural Transportation Master Plan, which prioritizes the promotion of multi-modal transportation alternatives, including walking, biking, and safety measures. This comprehensive plan aligns Lawrenceville's transportation initiatives with the objectives outlined by the Atlanta Regional Commission, creating a cohesive, safe, and sustainable network that enhances quality of life while advancing regional connectivity.



The Pond Team Difference

Innovative Features and project delivery methods:

- **Comprehensive Plan and Comprehensive Transportation Plan were combined into a single streamlined.** process to align goals and implementation strategy, while reducing the engagement burden on community members.
- **Utilized online mapping survey tools.** to ask respondents about areas to preserve vs change, and the intensity of development that's appropriate for places where change is anticipated.

Relevant Characteristics:

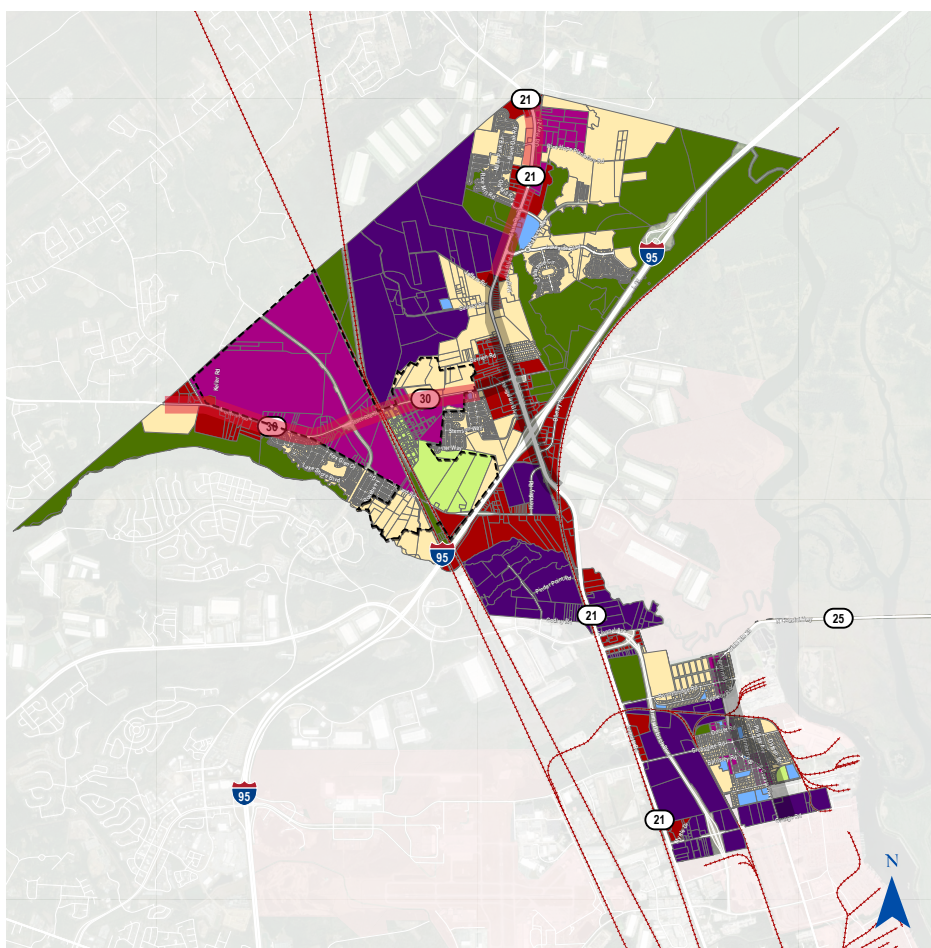
- **Comprehensive planning expertise.** Led Lawrenceville's full Comprehensive Plan update, aligning growth strategies with community goals and regional priorities.
- **Transportation integration.** Developed Lawrenceville's first Transportation Master Plan, advancing multi-modal connectivity in coordination with ARC priorities.
- **Robust engagement process.** Designed and implemented an inclusive engagement strategy with officials, stakeholders, and residents, ensuring broad community input.
- **Context-sensitive approach.** Balanced preservation of small-town character with identification of tailored growth areas, similar to Clarkston's need to reflect evolving community identity.
- **Future-ready mapping.** Refined Land Use and Character Area maps to confirm development aligns with each area's identity and long-term vision.

COMPREHENSIVE PLAN

Port Wentworth, GA

Pond was selected by the City of Port Wentworth to lead its Comprehensive Plan Update, building on the city's rapid growth and evolving community needs. The plan is designed to meet all Georgia Department of Community Affairs (DCA) requirements while also serving as a strategic roadmap for Port Wentworth's future. The process includes a robust evaluation of existing conditions, analysis of needs and opportunities, and development of an updated vision, goals, and policies that will guide growth, land use, transportation, housing, and economic development. The plan integrated existing studies, including the Transportation Master Plan, Trails Master Plan, Stormwater Master Plan, and Conceptual Streetscape Plan, to verify consistency across city initiatives.

Community engagement is central to this effort. Pond facilitated stakeholder committee meetings, public open houses, Pop-Up events, and online engagement through an interactive project website. The process also includes council presentations at key milestones to maintain alignment with leadership and residents. Deliverables included an updated Character Areas Map, a new Community Work Program, a Capital Improvements Element, and a visually compelling final plan document. By combining technical analysis with broad-based public input, Pond helped Port Wentworth create an actionable and forward-thinking plan that balances growth with livability, sustainability, and resilience.



The Pond Team Difference

Innovative Features and project delivery methods:

- **Scenario-based planning.** Explored alternative growth and development futures with leadership and residents, helping the city weigh tradeoffs and select a preferred path.
- **Implementation-focused process.** Structured each phase of the plan to directly feed into actionable steps, ensuring momentum does not stop at adoption.

Relevant Characteristics:

- **Full DCA compliance.** Designed to meet all Georgia Department of Community Affairs requirements, ensuring the city remains in good standing with state mandates.
- **Holistic planning approach.** Integrated multiple existing studies (transportation, trails, stormwater, streetscape) into the comprehensive plan, aligning parallel initiatives.
- **Robust community engagement.** Facilitated stakeholder meetings, public open houses, pop-up events, and an interactive project website, ensuring inclusive participation.
- **Leadership alignment.** Conducted council presentations at key milestones to maintain transparency and reinforce elected officials' priorities.
- **Actionable deliverables.** Produced updated Character Areas Map, Community Work Program, and Capital Improvements Element to guide implementation.

DEKALB STONE MOUNTAIN TRAIL MASTER PLAN

Stone Mountain, GA

The DeKalb County Stone Mountain Trail Master Plan, funded through ARC's Community Development Assistance Program (CDAP), reimagines the Stone Mountain corridor as more than a trail upgrade, it is a civic spine for equity, housing stability, economic vitality, and community identity.

Spanning Clarkston, Scottdale, Stone Mountain, Avondale Estates, and parts of unincorporated DeKalb, the plan addresses pressing challenges of affordability, displacement, mobility gaps, and aging infrastructure while positioning the corridor as a catalyst for inclusive growth. Housing emerged as a central theme: recommendations preserve naturally occurring affordable housing, support community land trusts, and introduce workforce and mixed-income development near transit to support long-time residents remaining in place.

Economic development strategies focus on strengthening retail and small-business nodes in Clarkston and Scottdale, promoting adaptive reuse of industrial space for makers and creative industries, and tying workforce training directly to the corridor's employment assets. These measures connect residents to jobs while keeping spending local.

Placemaking and engagement were also core to the process. Over 3,600 voices shaped the plan through multilingual surveys, Pop-Ups, focus groups, and public design workshops. Public art, storytelling, and identity-building strategies reinforce community pride while ensuring residents see themselves in the future corridor.

The final plan integrates technical analysis with community priorities into short, medium and long term implementation roadmap that balances infrastructure investment with anti-displacement protections, equitable development, and sustainable growth.

The Pond Team Difference

Innovative Features and project delivery methods:

- **Multilingual & Inclusive Engagement.** Outreach across multiple languages, ensuring immigrant, youth, and long-time resident voices drove the plan.
- **Housing + Economic Development Lens.** Elevated housing stability, anti-displacement, and small-business growth as equal priorities to trail mobility and design.
- **Placemaking through Storytelling.** Wove public art and cultural identity into the plan, making the corridor both a community connector and a platform for local pride.

Relevant Characteristics:

- **Community-focused engagement.** Used workshops, surveys, and Pop-Up events to achieve inclusive public participation.
- **Equity & livability.** Advanced zoning and placemaking strategies to support affordable housing and preserve community identity.
- **Regional coordination.** Aligned with ARC's Livable Centers Initiative to promote mixed-use development, transit, and multimodal access.



WINDER COMPREHENSIVE PLAN & ZONING UPDATE

Winder, GA

Pond worked with the City of Winder to develop their Comprehensive Plan and update their zoning ordinance. As the first city-led Comprehensive Plan, this represents a unique opportunity for the community to establish its vision for growth and development. This planning process comes when Winder is experiencing immense growth and grappling with how it will accommodate that growth, given its small-town character and infrastructure. Pond worked closely with City staff and elected officials to design an engaging public program, including a website, interactive map, open houses, and Pop-Up events. The public shared their preferences via “Change and Preserve” and “Community Scale” map exercises, which showed where community members wanted to see change and what type of change they envisioned. Pond used this feedback to overhaul the future development map, establishing character areas customized to the City of Winder and providing the right balance of direction and flexibility for decision-makers. The plan also includes a proposed urban growth boundary, which the City can use to guide decision-making about annexation requests.

Pond also worked with the City to update their zoning ordinance in parallel with the Comprehensive Plan. Revisions focus on making the ordinance more consistent and cohesive, thus increasing its accessibility for property owners and supporting decision-making for elected officials. Doing these two efforts in tandem provides an opportunity to move directly from planning to implementation. The ordinance revisions directly advance the goals and objectives established in the Comprehensive Plan, such as increasing housing affordability and choice.

A
Change & Preserve

B
Community Scale

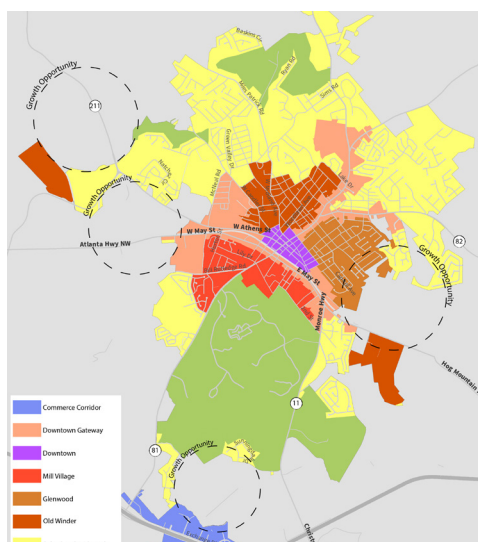
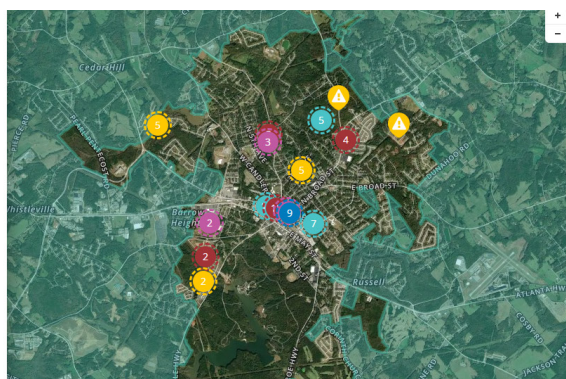
C
Issues & Concerns

D
Opportunities & Ideas

E
New Uses & Amenities

Use the pins provided to identify any concerns within City of Winder that you think should be addressed.

- Bicycle & Pedestrian Safety Concern** - Identify locations that might be dangerous for walking and biking. This might include areas where pedestrian crashes have occurred or uneven sidewalks exist.
- Traffic Congestion** - Locate segments of streets where you typically encounter traffic.
- Development Concern** - Let us know if there are new or existing developments that are not in line with the community's vision or if there is a missed development opportunity in the City
- Environmental Concern** - Identify any places where wildlife is endangered, where open space should be preserved, or where hazardous activity should be closely monitored.
- Other Concerns** - Any other thoughts? Drop this pin, and leave a comment to let us know.



The Pond Team Difference

Innovative Features and project delivery methods:

- **Dual Planning Approach.** Advanced the Comprehensive Plan and Zoning Ordinance Update in tandem, ensuring seamless translation of community vision into regulatory tools.
- **Interactive Public Visioning.** Used maps, online platforms, infographics, creative engagement exercises, and pop-up events to let residents directly shape character areas and growth boundaries.

Relevant Characteristics:

- **Growth management expertise.** Balanced rapid growth with preservation of small-town character through tailored Character Areas and an urban growth boundary.
- **Engagement-driven process.** Used interactive tools (maps, open houses, pop-up events, online platform) to capture community vision.
- **Planning-to-implementation.** Updated zoning ordinance in tandem with the Comprehensive Plan, ensuring goals translated directly into regulatory tools.

CLARKSTON GREENWAY FEASIBILITY STUDY

Clarkston, GA



The City of Clarkston launched the Clarkston Greenway Feasibility Study to identify ways to connect people to parks, greenspaces, and popular destinations on foot or bicycle within the city and beyond.

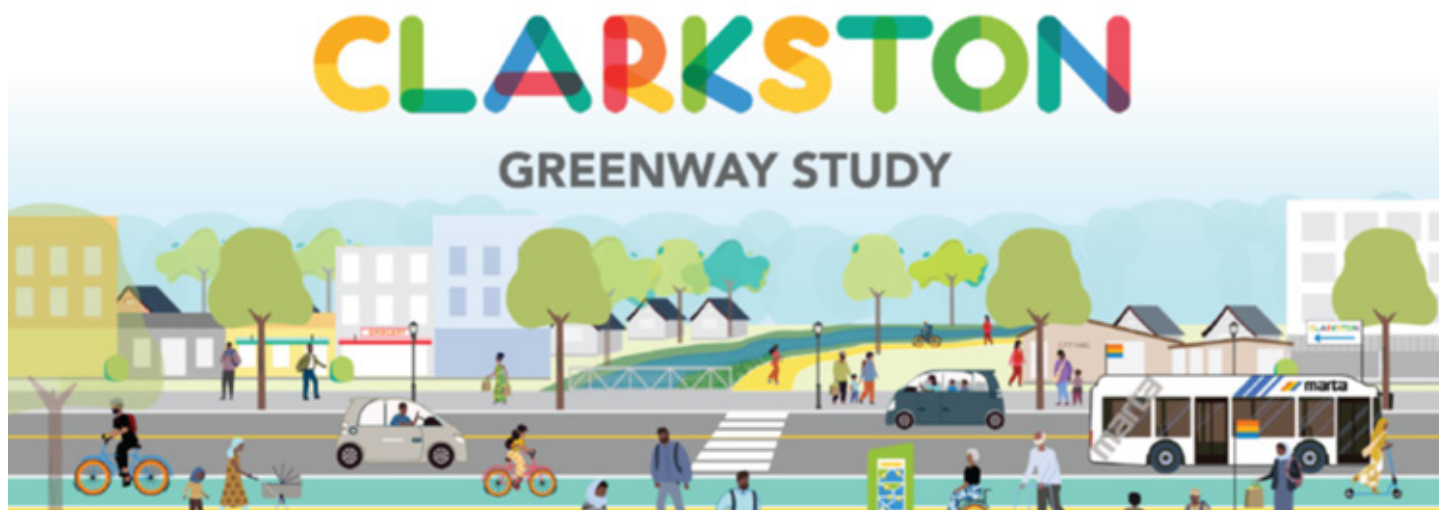
A certified DBE Firm, Sycamore Consulting led the public engagement efforts supporting the development of the study. Sycamore coordinated stakeholder interviews, a Project Advisory Group, a Project Ambassador outreach group comprised of community members representing Clarkston's most-spoken languages, targeted focus group meetings, project promotions, outreach events, educational presentations at area schools, translation and interpretation, and development of online content.

In 2024, the study was honored with two awards, the Outstanding Public Involvement award from the Georgia Planning Association and the Award of Excellence in Analysis and Planning by the Georgia Chapter of the American Society of Landscape Architects.

The Pond Team Difference

Relevant Characteristics:

- **Extensive public engagement with multilingual communities.** The Greenway Study's outreach model (Project Ambassadors, multilingual translation/interpretation, focus groups, school presentations, and online content) aligns directly with the RFP's priority on engaging Clarkston's diverse community in multiple languages and formats.
- **Experience integrating existing plans and community goals.** The study focused on connecting parks, greenspaces, and destinations, which ties into the RFP's requirement to review and integrate plans around recreation, sustainability, and connectivity.
- **Proven success recognized by peers.** The Greenway Study was honored with awards for outstanding public involvement and excellence in planning, demonstrating the team's ability to deliver high-quality, innovative planning processes that exceed state engagement requirements.
- **Commitment to DBE Inclusion.** Pond and Sycamore's collaboration reflects a meaningful partnership with a certified DBE firm, reinforcing Clarkston's equity goals and the project's DBE participation target. Sycamore's leadership in engagement not only brings cultural competence, but ensures that DBE contributions are central to project delivery.



E. Any pending litigation in the last five (5) years.

From time to time, Pond is involved in routine litigation and alternative dispute resolution proceedings. However, upon knowledge and belief, formed after reasonable inquiry, there are no current outstanding matters that, in the opinion of Pond's management, could reasonably be expected to materially and adversely affect the financial condition of Pond or its ability to perform services under this or any contract. In an effort to be fully responsive to this request, please find the following litigation matters related to the performance of services during the past five (5) years. This list of claims excludes (i) related parties of Pond and (ii) claims involving employment matters and property damage claims not otherwise connected with the claims identified below.

- Department of Justice/Federal Bureau of Investigation vs. CI-Pond (American Arbitration Association, Case No. 01-20-0015-1618, settled in 2022 by agreement of parties)
- Consult Mechanical (Court File No. CV-22-00000894-0000) filed in Ontario Superior Court; February 20, 2021 (settled in 2025 by agreement of the parties)
- Process Group, Inc. (Court File No. CV-22-00685793-0000) filed in Ontario Superior Court; August 19, 2022. (settlement under discussion)

"Job well done, this is exactly how CTP modeling should be performed, so congratulations on successfully modeling this CTP."

- Guy Rosseau, Atlanta Regional Commission

Response to Scope of Work

RESPONSE TO SCOPE OF WORK

A. PROPOSED APPROACH

Community Engagement Highlights

Our team will partner with **Sycamore Consulting** to lead the community engagement process. Sycamore brings a proven track record of local success, having recently facilitated the Clarkston Greenway Feasibility LCI Study, which earned the Award of Excellence from the Georgia Chapter of the American Society of Landscape Architects. Pond and Sycamore also worked with Clarkston on the previous Zoning Rewrite, with Sycamore at the helm for public engagement. Their expertise in engaging diverse communities and knowledge of local stakeholders makes Sycamore the perfect partner for rewriting your Comprehensive Plan.

Translation Services

We will translate project materials and presentations into six (6) languages designated by the City of Clarkston to support accessibility for the City's diverse communities. While presentations will be delivered in English, translated materials (e.g., printouts, boards, and handouts) will be provided to make the content understandable to the widest possible audience.

For translation services, we propose the identification of Community Ambassadors who can speak the appropriate languages. These Community Ambassadors will be part of the Planning Advisory Group (PAG), and asked to attend public events to help with live translation. When appropriate, we will also compensate Community Ambassadors to provide translation and interpretation support, further strengthening outreach efforts.

Project Team and Stakeholder Groups

Distinct groups will be created to build the plan. The Consultant Team will work with the City representatives to identify the best individuals to participate on the respective groups. These groups are as follows:

- **Project Management Team** – A Project Management Team (PMT), composed of City staff and consultants, will meet monthly to monitor progress, address emerging issues, and maintain accountability to the timeline and deliverables.
- **Planning Advisory Group (PAG)** – This group is established to help verify that the planning effort can reach and resonate with the Clarkston Community. The PAG will convene prior to each Community Meeting to guide presentation material and promote Comprehensive Planning events to their respective groups. The PAG will be comprised of 12-15 participants, and will include representatives of neighborhoods, businesses, youth, and immigrant groups.
- **Stakeholder Committees** – We will have two (2) targeted stakeholder groups on the topics of housing and local business and economic development. We will work with the City staff to identify the best individuals to participate in these committees.

Pond has **extensive experience managing and engaging large Project Advisory Groups (PAGs)**. On numerous planning projects, our team has successfully facilitated collaboration with sizable PAGs. Below are a few photos showcasing our team engaging with a large PAG on our current planning projects.



Small Area Plans (SAPs) Highlights

The Small Area Plans will serve as focused frameworks for two pre-identified locations: Brockett Pointe and Tahoe Village. These sites are two of the most visible and strategically located commercial nodes in the area.

Brockett Pointe is located along the highly visible Brockett Road corridor, and also serves as a gateway to Clarkston. Today, the site is defined by fragmented commercial uses, deep parking setbacks, and limited pedestrian amenities. However, its proximity to residential neighborhoods and the regional trail makes it an ideal location for mixed-use redevelopment that combines housing, retail, and public space.

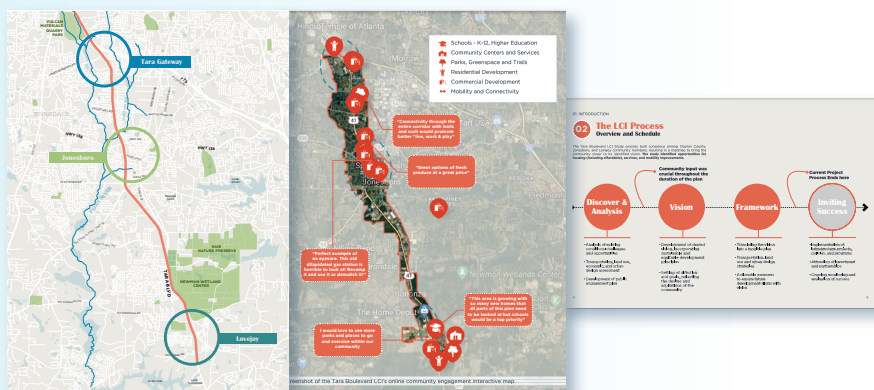
At Brockett Pointe, preserving affordable units will likely be a major focal point. Based on previous studies in Clarkston, there is an interest in introducing mixed-income housing and curated local retail. Streetscape improvements and trail connections will make the area safer for pedestrians and cyclists while positioning it as a neighborhood anchor where existing residents feel included in future growth.

Tahoe Village is an older commercial strip center that has struggled to keep pace with changing market demands. It has underutilized buildings and parking areas, creating an environment that feels disconnected and unsafe for pedestrians. Despite these challenges, its location and scale make it a promising site for adaptive reuse and economic revitalization.

Similarly, the strategy at Tahoe Village is expected to prioritize small-business development and affordable housing elements. Possible strategies include subdividing large retail spaces for immigrant-owned shops, layering in co-working or training spaces, and introducing multifamily or mixed-income housing on excess parking areas. Public improvements, lighting, landscaping, gathering spaces, will be critical in repositioning Tahoe Village as a community hub that celebrates Clarkston's multicultural identity.

Tara Boulevard - Lovejoy Node

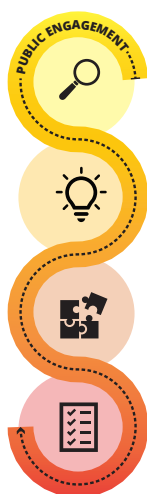
We applied a similar approach in developing a small area plan for Tara Boulevard, using market analysis, zoning, and future land use and character area studies to guide growth. This process balanced diverse goals and community preferences, ensuring the plan reflected the stakeholder's vision and provided clear direction for Clayton County.



Proposed Work Plan

Our planning approach is divided into four distinct phases, with each having specific deliverables to fulfill DCA's Comprehensive Plan requirements.

Our approach is organized into four phases, detailed below. A schedule for these phases, including milestones, is shown on the following page.



PHASE 1 **Research & Discovery**

After the Notice to Proceed, we will hold Kickoff Meetings with City leaders and commissioners. Our team will assess Clarkston's land use, development patterns, transportation network, resources, demographics, and economy while coordinating with City staff, PAG, and the community to identify needs, opportunities, and priorities.

PHASE 2 **Vision**

Findings will be shared with PAG and presented to the public through in-person, online, and Pop-Up engagements. Afterwards, we will provide outreach summaries and draft Needs and Opportunities, Vision, Goals, and Strategies statements.

PHASE 3 **Framework**

We will translate community input into actionable solutions, including the Future Land Use Maps and Community Work Program. These will be refined through feedback to align with City goals by month nine.

PHASE 4 **Inviting Success**

All updated elements will be compiled into a roadmap for adoption. Following City approval, we will submit the plan to ARC and DCA. Once receiving approval from ARC and DCA, we will facilitate the formal adoption of the new plan.

Phase 1: Discovery and Analysis

The initial phase is intended to formalize our planning efforts, inform Clarkston's residents and key stakeholders, and begin our understanding of Clarkston's past, present, and future. This phase will serve as our baseline activities for the planning effort.

■ 1.1 Project Initiation & Management

We will begin with a Kickoff Meeting that brings together the Project Management Team (PMT) to establish goals, clarify roles, finalize the schedule, and establish communication protocols. The PMT will include core team members from Pond and Sycamore, and the City of Clarkston's project manager. The initial kick off meeting typically also includes any key City staff who will be involved throughout the project, such as communications staff. During this meeting, we will confirm the details of the Public Engagement Plan (PEP). The PMT will continue to meet on a monthly basis to track progress and discuss any outstanding questions.

■ 1.2 Online Platforms

In addition to in-person events, we will utilize an online platform to extend engagement opportunities. This platform will be used to launch an initial community survey, gather feedback on the draft plan, and provide a consistent digital forum for participation. The website will have the ability to translate into a wide variety of languages, beyond the six languages identified as a priority in this process.

During community meetings, we will use a virtual polling tool such as Mentimeter to create a digital "twin" for online participants to fully engage in meetings in real time.

■ 1.3 Public Hearing #1 – Kickoff

The first official public hearing is a key DCA requirement that must occur at the very start of the process. The purpose is to introduce the community to the planning effort, its purpose, and opportunities for involvement from the public. This meeting will be advertised in The Champion Newspaper.

■ 1.4 Interviews with Mayor and City Council Members (2–3 meetings)

Small group interviews will capture leadership perspectives, priorities, and insights to inform the plan's direction. We will conduct these interviews in small groups to avoid a quorum.

1.5 Stakeholder Committees

We will hold two (2) meetings with the stakeholder groups on the priority topics of housing and the local business and industry needs. These conversations will confirm that the insights and interests of these key groups receive a thorough understanding at the beginning of the process.

1.6 Record of Accomplishments

We will work with the City to review the accomplishments according to the previous Comprehensive Plans' Community Work Program (CWP). This step is crucial to initiate early to baseline Clarkston's adherence to the previous planning document and understand how their priorities may have shifted in recent years. This step is also required by DCA.

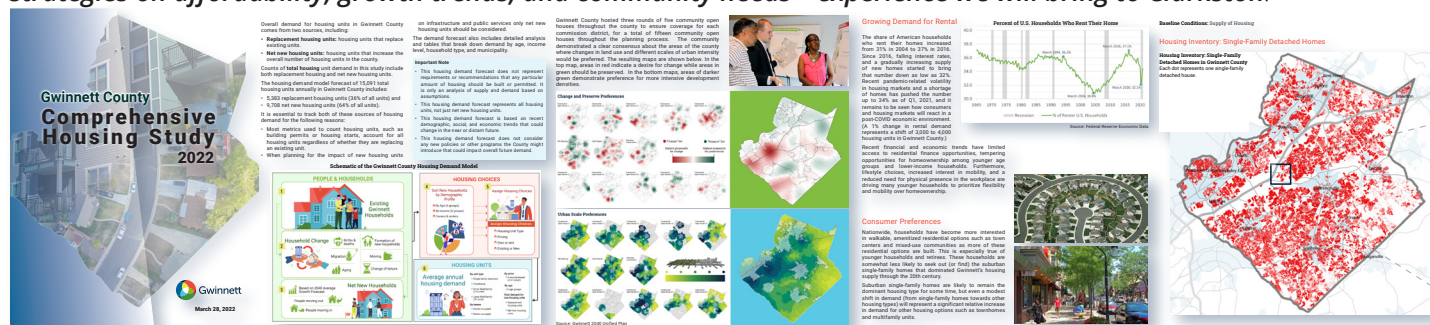
1.7 Review of Prior Plans, Studies, and Market Data

As part of our Existing Conditions Analysis, the project team will review relevant past studies and planning documents to ground the comprehensive plan in Clarkston's existing efforts. Particular attention will be paid to the outcomes of the Housing Forum, ensuring that the momentum generated by that event directly informs the new plan. Additionally, we will review current demographic and market data to get a holistic quantitative picture of the City.

1.8 Bus Tour

The second part of our Existing Conditions Analysis will be a guided bus tour with Clarkston's City staff. This site visit throughout the City will allow Clarkston's decision-makers and the consultant team to see firsthand the opportunities and challenges across Clarkston. This step is critical to make certain that both the City staffers and consultant team have a common understanding of the current conditions experienced in Clarkston. We will rely on the City of Clarkston to provide the bus and driver for the tour.

*Pond brings proven expertise in housing studies, a key priority for Clarkston's Comprehensive Plan. Shown here are sample pages from the Final Report of a countywide housing study we delivered for Gwinnett County, which provided **actionable strategies on affordability, growth trends, and community needs**—experience we will bring to Clarkston.*



Phase 1 Deliverables

- PMT Meeting Minutes
- Project Website
- Record of Accomplishments
- Existing Conditions Chapter
 - Plans and Study Summary
 - Bus Tour Summary
- Phase 1 Engagement Summary
 - Stakeholder Engagement Summary
 - Interviews of Mayor and City Council Summary
- Public Engagement Plan
- Public Hearing Presentation

Phase 2: Visioning

This phase of the project will focus on hearing directly from the community residents and translating what we hear into a cohesive and actionable vision.

2.1 PAG Meeting #1

This first meeting with the PAG will preview the initial findings of the discovery and analysis conducted in Phase 1 – to include stakeholder interviews, plans and studies summaries, and record of accomplishments – as the consultant team prepares for the first community meeting.



Stakeholder Meeting

2.2 Community Meeting #1 – Kickoff, Vision, and Goals Setting

This Kickoff meeting for the community will invite residents and stakeholders to review the findings from Phase 1. We will use a virtual polling tool such as Mentimeter to facilitate input from both in-person and online participation.

Most importantly, this meeting is used to identify strengths, challenges, and aspirations of Clarkston residents and stakeholders. Community input will directly inform the Future Land Use Map (FLUM), the community's vision and goals statements, and the Small Area Plans (SAPs).



Bus Tour with Team & Stakeholders

2.3 Pop-Up Engagement #1

Pop-Up events at community gathering spots (such as parks, markets, or festivals) will broaden outreach by meeting residents where they are. The first Pop-Up will follow Community Meeting #1, with the intent to receive additional input on the FLUM, Vision and Goals Statements and the SAPs. We will plan to present a subset of the information shared at the community meeting, with interactive exercises that draw people in and maximize input over the course of a quick interaction. Community Ambassadors will support live translation and cultural interpretation at engagement events as needed.



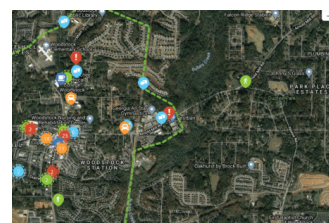
Focus Group Exercise

2.4 Needs and Opportunities

After the first Community Meeting and Pop-Up engagement, we will identify our Needs and Opportunities for the FLUM, and draft the Goals and Vision Statements. We will also develop initial concepts for the SAPs at Brockett Pointe and Tahoe Village.



Interactive Mapping Exercise



Online Engagement

Phase 2 Deliverables

- Community Meeting #1 Presentation and Materials
- Needs and Opportunities Memo – Future Land Use Map
- Initial Concepts – Small Area Plans
- Draft Vision, Goals, and Strategies Statements Memo

MEETING THE DAILY USERS



Whether it be an indoor meeting open to the public after work hours, or a weekend event that the whole family can attend, we seek to intentionally set these meeting with the remembrance of how busy everyone's daily lives can be. To get the best participation and thus the most impactful final result, we seek to meet the public on their time, in a way that everyone will enjoy.

Phase 3: Framework

During this phase of the Comprehensive Plan, we integrate the community's vision into land use strategies, SAPs, and policy guidance. This is when the policy document begins to take shape.

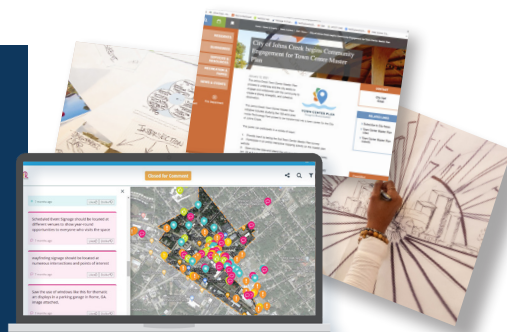
3.1 PAG Meeting #2

During the second PAG meeting, we will review the findings of the previous engagement activities and preview the engagement intended at the second community meeting. We will present the Needs and Opportunities, Goals and Vision Statements, Record of Accomplishments, and the initial SAP concepts.

3.2 Community Meeting #2 – Workshop

This “Workshop” meeting will provide a review of the previous phases to the community, with interactive exercises for community members to share how they would like development to occur in their community. During this meeting, residents will describe the physical characteristics desired for the FLUM and two (2) SAPs.

Empowering projects with purpose: Unlocking the true potential of success lies in the heart of community engagement. More than just a step in the process, it transforms ideas into meaningful realities that uplift and reflect the collective aspirations of the community. **By actively involving the community, we cultivate a shared vision, where diverse perspective coalesce into a powerful force for positive change.**



3.3 Draft Future Land Use Map

Based largely on residential input, we will draft updated Future Land Use Maps. For each Future Land Use category, we will provide a map, a list of desired uses, precedent imagery, and relevant policy strategies.

3.4 Draft Community Work Program (CWP)

We will develop a new CWP based on results of the Record of Accomplishments and new priorities. The CWP will be organized as an implementation action matrix with associated activities, timelines, responsible parties, and funding opportunities. CWP is a key item required by DCA regulations.

3.5 Develop Small Area Plans

Similarly, based largely on the contributions of the Clarkston residents, we will develop two (2) conceptual Small Area Plans for Brockett Pointe and Tahoe Village. Both Small Area Plans will feature the following attributes of each site:

- Proposed Residential and Commercial Uses
- Proposed Densities
- Proposed Activities, Land Uses, and Amenities
- Vehicular Circulation Plan
- Pedestrian Circulation Plan
- Area Context Map
- Massing Diagram
- Placemaking Elements
- Character Areas and Reference Imagery

*Note: 3-D Renderings will not be included in the base price of this plan

3.6 Pop-Up Engagement #2

The second Pop-Up will follow Community Meeting #2 and will focus on drafts of the Future Land Use and the two (2) SAPs.

3.7 Develop Comprehensive Plan Document

As the updated content for the Comprehensive Plan unfolds, we will inserting all the pieces of the planning effort into a draft of the final report document with appendices. The elements within the final report are as follows:

- Public Engagement Summaries
- Future Land Use Map
- Vision and Goals Statements
- SWOT Analysis
- Broadband Analysis
- Transportation
- Water Resources
- Natural and Historic Resources
- Economic Development
- Record of Accomplishments from the 2021 Comprehensive Plan
- Community Work Program

Sample plan document from relevant experience:



Phase 3 Deliverables

- Draft Future Land Use Map
- Draft Community Work Program (CWP)
- Community Meeting #2 – Workshop Presentation and Materials
- Pop-Up #2 Summary
- Two (2) Conceptual Small Area Plans
- Draft Report and Appendix

Phase 4: Inviting Success

The final phase focuses on refinement and adoption of the Comprehensive Plan. We will confirm that the final report reflects the community's voices and is aspirational, actionable, and compliant with all DCA's requirements.

■ 4.1 Finalize DRAFT Report

The planning effort will conclude with a full, illustrated, and easy-to-understand comprehensive plan document, accompanied by a 10-page Executive Summary ("Snapshot"). The Executive Summary will be translated into six (6) languages. Both will be available in print and online.

The full DRAFT Report will have finalized versions of the Vision Statements, Goal Statements, Finalize Future Land Use Maps, Small Area Plans and Community Work Program.

■ 4.2 PAG Meeting #3

As with previous PAG meetings, this will serve as a preview of the third Community Meeting. We will share the DRAFT Final Report to the PAG, which will officially begin our public review period prior to submitting to ARC.

■ 4.3 Community Meeting #3

This public meeting will serve as an opportunity to review and provide meaningful critique to all components of the DRAFT Final Report provided by the consultant team. Community residents will have a limited time after this meeting to provide their comments on the plan to the consultant team.

■ 4.4 Public Hearing #2 – Pre-ARC and DCA Submittal

This meeting is necessary to confirm that Clarkston's Mayor and City Council and community stakeholders can review the DRAFT Final Report prior to its submittal to ARC and DCA. This meeting will be advertised in The Champion Newspaper.

■ 4.5 Atlanta Regional Commission (ARC) and Georgia Department Community Affairs (DCA) Review

Our team will facilitate the transmittal of the document, appendices, maps, and other documents for ARC and DCA's approval. The consultant will coordinate any requested edits with the City as necessary.

We are aware of DCA's required timeline of at least 30 days for review. We understand how the DCA and ARC review period must be staged between appropriate Council meetings in order to properly sequence the final months of the project while ensuring enough time for review and edits. It is critical that stakeholders and decisions makers are not rushed through this final review process.

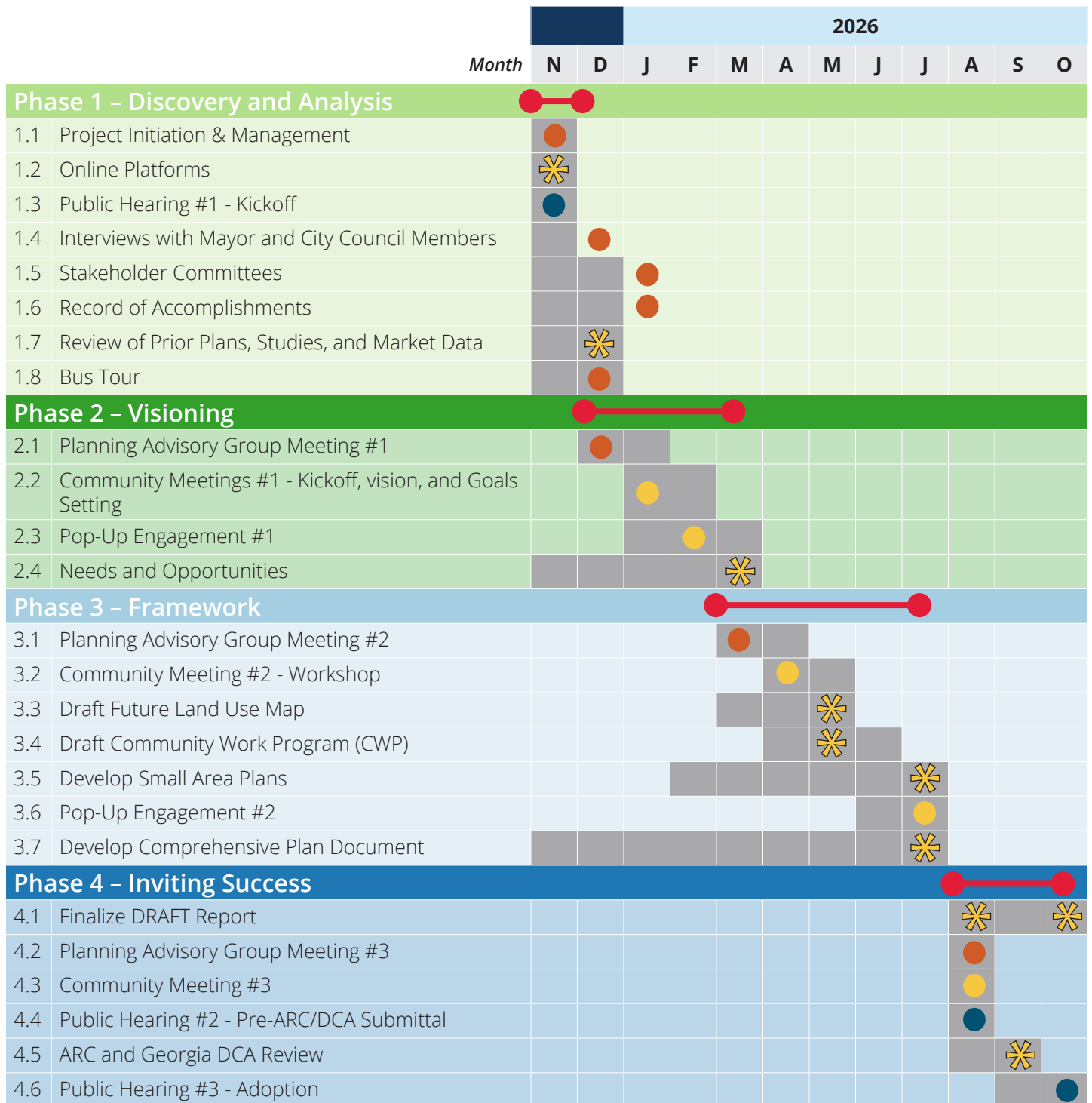
■ 4.6 Public Hearing #3 - Adoption

During this meeting, we will present the DCA and ARC-approved plan for final adoption from Clarkston's Mayor and City Council. This meeting will be advertised in The Champion Newspaper.

Phase 4 Deliverables

- Community Meeting #3 Presentation and Materials
- Draft and Final Report
 - Final Vision and Goals Statements
 - Final FLUM, CWP, and SAP
 - Executive Summary (in six languages)
- Submitted Document to ARC and DCA for Approval
- Adoption Resolution

Project Schedule



Schedule Key: ● Commission/Council Meetings ● Stakeholder Event ● Public Event ✱ Deliverable ■ Task Progress

B. APPROACH AND METHODOLOGY TO CONTRACT MANAGEMENT

Contract Management

The Project Manager (PM) will serve as the City's primary day-to-day point of contact, available as needed to respond to questions, facilitate coordination, and maintain project momentum. Additionally, Pond will establish a Project Management Team (PMT) to provide transparency and accountability of the Comprehensive Plan update process.



Management Responsibility & Accountability

Strong leadership and robust management are the cornerstones of a successful project. Our team consists of experienced and hands-on decision makers who will work collaboratively with your team. Each team member is directly accountable to our Project Manager.

Randy Gibbs, AICP will serve as the Project Manager and is ultimately responsible for the project's success. As an experienced Project Manager, Randy is committed to excellence and continuous improvement. Our approach focuses on the following key elements:

- **Listening to You: Understanding community needs and city leadership's priorities to tailor strategies.**
- **Quality Focus: Deliver a clear, actionable plan that meets DCA requirements.**
- **Advocacy: Acting as a trusted partner to help Clarkston achieve its vision.**



Resolving Issues While Maintaining Commitments

In any community, it is typical to have stakeholders, decision makers, and residents with competing priorities and opinions. It is our role to make sure everyone feels heard, and to align what we hear into a path forward. We foster collaboration among Council, staff, and community members by addressing challenges quickly through transparent teamwork. From the outset, we establish clear communication protocols and a Teaming Charter for all participants. Recognizing that each stakeholder may have different priorities, we provide clear, accessible information to facilitate informed decision-making and maximize project value. Our goal is to align all voices to deliver an outstanding Comprehensive Plan and Small Area Plans that reflect Clarkston's future.



Transparent & Inclusive Communication

Randy Gibbs will oversee daily communication from project initiation to completion. Our integrated planning and analysis team delivers efficient communication. We engage stakeholders actively, resolving issues through transparent and proactive collaboration. Our Teaming Charter clarifies responsibilities, safeguarding no confusion among team members.

We employ structured communication methods, including meetings, File Transfer Protocol (FTP), email, phone, online video conferencing, and record management. Daily discussions and document management protocols verify timely dissemination of information. We document all communication utilizing Newforma and electronic project folders, ensuring prompt issue resolution. Our approach fosters continuous feedback, facilitating effective issue management and resolution.

At the beginning, the PMT will hold an internal kickoff meeting to confirm team roles, establish a master project schedule, and outline key deliverables, including community meetings, document submissions, and public hearings. The PMT will meet monthly to review project progress, address emerging issues, and confirm milestones are achieved on schedule. This team will include representatives from the City of Clarkston, such as Planning and Zoning, Community Development, Parks and Recreation, and Communications, as well as key Consultant Partners.

To confirm transparency, minutes will be taken after every PMT meeting and promptly shared with the City. In addition, the consultant team will prepare summaries of every community meeting and engagement activity (Pop-Ups, Bus Tours, workshops, online activities, etc.) to document participation levels, feedback received, and outcomes. Both the meeting minutes and community engagement summaries will be incorporated into the appendices of the final report, as required by the Georgia Department of Community Affairs (DCA), serving as evidence of extensive and inclusive engagement efforts.



STEP 1

ENGAGE. Pond, in collaboration with Sycamore, will establish a foundation by engaging key stakeholders and ensuring their active involvement throughout the project. This involves identifying stakeholders, forming a PAG, conducting monthly meetings, and providing regular updates.



STEP 2

ANALYZE. Base the project on comprehensive data by collaborating with stakeholders to inventory existing datasets, assess their usability, and identify additional data requirements. Conduct a thorough analysis of plans and studies, inventory current land use, housing, sustainability, and infrastructure conditions, and identify opportunities and challenges across the city.



STEP 3

FORECAST. Project future housing, demographic, and economic trends to understand long-term needs, growth pressures, and opportunities for equitable development.



STEP 4

SMALL AREA PLANNING. Develop detailed, actionable Small Area Plans for targeted locations. Test growth scenarios, align land use and zoning, and confirm strategies reflect community input.

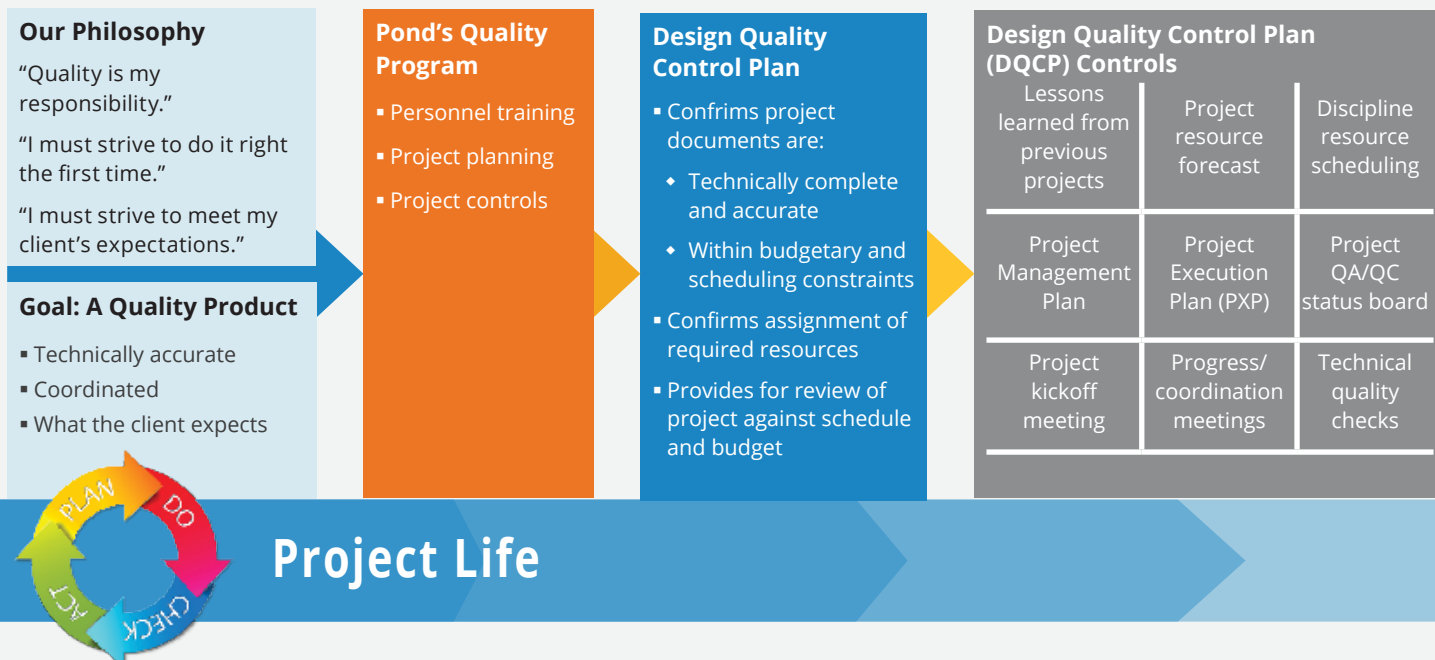


STEP 5

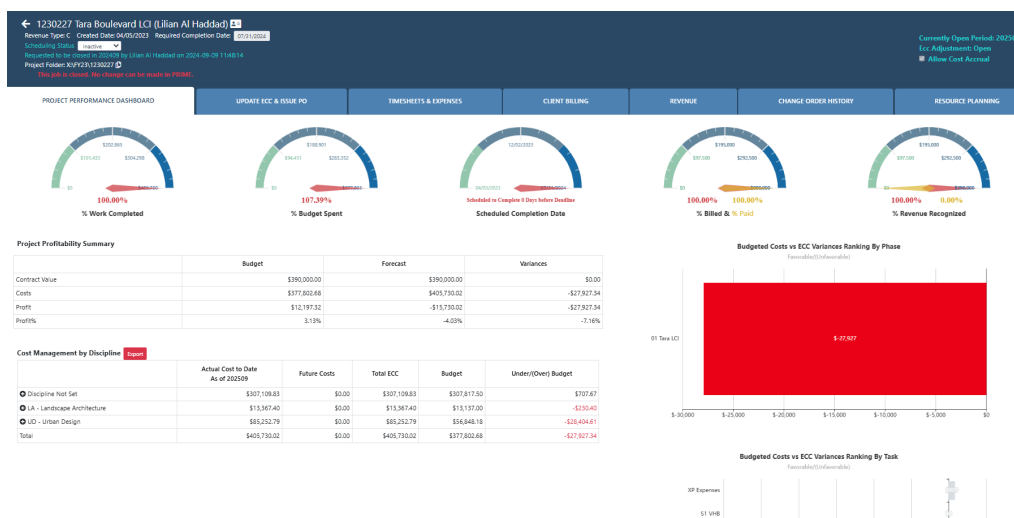
DOCUMENT & DELIVER. Prepare a complete Comprehensive Plan, snapshot summary, and interactive tools. Clearly define an implementation program with strategies for housing, sustainability, and infrastructure.

Internally, Pond maintains a robust Quality Assurance/Quality Control (QA/QC) process to confirm all public-facing materials are accurate, polished, and aligned with the City's objectives. This commitment verifies that the City of Clarkston is consistently represented in a professional and credible manner.

Pond's Quality Assurance Program



Pond employs PRIME Software to track project progress and maintain strong budgetary controls. This system provides real-time monitoring of financial health, confirms work remains within scope, and delivers detailed budget tracking for both Pond and sub-consultant partners. Pond will consolidate all sub-consultant invoices into a single, comprehensive monthly invoice for the City, reinforcing efficiency, clarity, and accountability in billing practices.



Dedication to quality, proactive planning, systematic commitment, and results-driven client service are at the core of each member of the Pond Team. ***Our commitment is to achieve consistent success through the systematic execution of established Standard Operating Procedures (SOPs) and proper oversight of their execution.***

Forms



Form of Proposal

To: City of Clarkston
Clarkston, GA 30021

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

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

Proposal Submitted By:

Company Name	Pond & Company
Address	3500 Parkway Lane Suite 500
City, State, Zip	Peachtree Corners, GA 30092
Phone	678.336.7740
Email	Randy.Gibbs@pondco.com
Website	www.pondco.com
Print/Type Name	Matthew Wilder, PLA, ASLA
Signature	
Title	Vice President
Date	09/19/2025

Form **W-9**

(Rev. March 2024)

Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**Go to www.irs.gov/FormW9 for instructions and the latest information.**Give form to the
requester. Do not
send to the IRS.****Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Pond & Company, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 3500 Parkway Lane, Suite 500		
6 City, state, and ZIP code Peachtree Corners, GA 30092		
7 List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

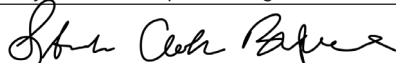
Social security number										
			-				-			
or										
Employer identification number										
5	8	-	1	6	3	9	1	2	8	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 1/13/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
12/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:		
INSURED Pond & Company, Inc. 3500 Parkway Lane Suite 500 Peachtree Corners GA 30092 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Greenwich Insurance Company		22322
	INSURER B: Allied World Surplus Lines Insurance Co		24319
	INSURER C: XL Specialty Insurance Co		37885
	INSURER D: XL Insurance America Inc		24554
	INSURER E:		
INSURER F:			

COVERAGES
CERTIFICATE NUMBER: 570110210113

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			CGD740998405	12/31/2024	12/31/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			CAH740998505	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical Payments Lia \$5,000
D	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION			US00149323LI24A	12/31/2024	12/31/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	CWG740998305	12/31/2024	12/31/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Architects & Engineers Professional			03123252 Prof Liab - Claims Made SIR applies per policy terms & conditions	12/31/2024	12/31/2025	Each Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

Pond & Company 3500 Parkway Ln Ste. 500 Peachtree Corners GA 30092 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

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ACORD 25 (2016/03)

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Holder Identifier :

Certificate No : 570110210113

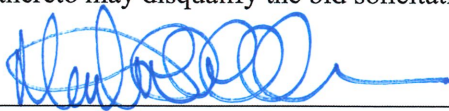
Clarkston Procurement Department
(General Instructions to Offeror)

1. The following instructions are to be considered an integral part of this proposal, unless otherwise requested and must be typewritten or printed in blue ink. The person signing the bid solicitation documents must initial any changes or corrections made to this proposal, using blue ink.
2. The Offeror shall submit their proposal electronically unless otherwise directed. Submitted and received proposals may not be withdrawn or modified in any way after the cut-off date and time displayed.
3. The blackout period begins from the issue date of the solicitation and until a supplier is selected. A supplier's violation of the restriction on communication will result in (immediate) disqualification of the supplier's response from consideration for contract award and/or other disciplinary action such as suspension or debarment.
4. If there are any questions whatsoever regarding any portion of the advertised solicitation, it becomes the responsibility of the person, firm, or company to seek clarification using BidNet Question & Answers portal prior to the deadline of question, answer and clarification.
5. Addendum(s) will be published with the corresponding solicitation within the BidNet Direct website www.bidnetdirect.com/georgia/cityofclarkston, no later than the suggested deadline.
6. It shall be the person, firm, or company's responsibility to check the BidNet Direct website www.bidnetdirect.com/georgia/cityofclarkston to locate documents associated with this bid solicitation.
7. The Offeror shall clearly indicate any variation(s) from the specification(s) in writing and include with their proposal.
8. The apparent silence of the specifications and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning; that only the best practices are to prevail and that only materials of first quality and correct type, size and design are to be used.
 - a. All workmanships shall be of a high quality.
 - b. All interpretations of the specification(s) shall be made upon the basis of the statement.
9. All bid solicitations shall be awarded to the most responsive and responsible offeror unless additional criteria and qualifications are established by the solicitation. If no criteria are specified in the solicitation, the award will be based upon the lump sum price alone.
10. In most cases, proposals shall be evaluated on the following items, but not necessarily in this order:
 - a. Cost (not always the winning proposal).
 - b. Offeror adheres to specifications.
 - c. Deliverables of good/service(s).
 - d. Past performance of person, firm or company to the City of Clarkston.
11. The City of Clarkston desires delivery of the material and/or services specified at the earliest possible time after the date of the award.
 - a. The offer shall provide an estimated time.
 - b. An unreasonable delivery proposal may be cause for the disqualification of a bid solicitation.
12. All prices shall be for delivery, our destination, and F.O.B. freight prepaid and allows, Clarkston, Georgia unless otherwise shown. *(if applicable)*
13. Cash discounts or end of month terms should be shown separately, even if terms are NET.
14. The City of Clarkston:

- a. Reserves the right to accept or reject any or all bid solicitations, due to past performance, etc. and waive any informality. Further, the City reserves the right to postpone the opening of the proposal(s) for its own convenience and to reject any or all proposals in response to this bid solicitation without indicating any reasons for such rejection(s).
 - b. Request and consider the submission of proposal modifications at any time before the award is made, if such is in the best interest of the City.
 - c. Requests for clarification and/or additional information can be requested from received Offerors only during the evaluation process.
 - d. Negotiate with the selected Offeror to include further services not identified in this bid solicitation.
 - e. In the event of contract termination, the City can enter into contract negotiations with another qualified Offeror that submitted acceptable proposals, rather than redoing the proposal process for the project.
 - f. Will reject the offeror's entire bid solicitation package upon discovery of changed bid solicitation documents without an addendum issued by the City of Clarkston Procurement Department.
 - g. Will accept or reject all bid solicitations within 90 days from the date of the bid opening.
15. The Offeror or contractor shall provide a copy of the person, firm, or company's Workers' Compensation Insurance with a limit of not less than required by the State of Georgia or otherwise stated in the bid solicitation instructions.
16. The Offeror or contractor shall provide a copy of the person, firm, or company's Commercial General Liability Insurance. *(if applicable)*
17. Federal or State Sales Tax are inapplicable to the City of Clarkston:
- a. Employer Identification Number (EIN) 58-6003756, form provided upon request.
 - b. Sales and Use Tax Exemption under O.C.G.A. § 48-8-3, form provided upon request.
 - c. Unique Entity ID (UEI) number, provided upon request.

The undersigned on the bid solicitation proposal certifies that the Offeror has carefully examined the instructions to bidders, terms, and specifications applicable to and made a part of this proposal.

The Offeror further certifies the prices shown in the schedule of items on which the person, firm or company is bidding, are in accordance with the conditions, terms, and specifications of the proposal and that any exception taken thereto may disqualify the bid solicitation.

SIGNATURE:  DATE: 09/19/2025

NOTE: This bid solicitation document is a standard boilerplate form. In addition, take into consideration this may not be modified for every bid solicitation.



Contractor's Code of Ethics

The City of Clarkston ("City"), through its Procurement Department, is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public.

To achieve these purposes, the Procurement Department requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

The Contractor affirms, they will:

1. Offer a proposal competitive, consistent, and appropriate to the bid documents.
2. Complete all aspects of any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
3. Submit timely, accurate, and appropriate invoices for goods and/or services performed under the contract.
4. Disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a vendor contracted by the City.
5. Comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices.
6. Request their suppliers including temporary labor agencies to do the same.
7. Conform their practices to any published standards for their industry are in compliance with laws, regulations and practices include, but are not limited to the following:
 - a. Obtaining and maintaining all required environmental permits. Further, the Contractor will endeavor to minimize natural resource consumption through conservation, recycling, and substitution methods.
 - b. Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employees can report health and safety incidents, as well as providing adequate safety training.
 - c. Providing workers with an environment free of discrimination, harassment, and abuse, which includes establishing a written anti-discrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

The Contractor affirms, they will not:

1. Discuss or consult with other competitors intending to bid on the same contract or similar City contract for the purpose of limiting competition. The vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
2. Disclose the terms of their bids or proposal, directly or indirectly, to any other competing company prior to the bid or proposal closing date.
3. Change the official bid solicitation documents, in any manner. When discovered, the entire bid solicitation package will be rejected.
4. Offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
5. Cause, influence or attempt to cause or influence any City employee or family member or City Official or family member, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

SIGNATURE:  DATE: 09/19/2015

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.



Vendor Questionnaire

1. Awardee acknowledges requirement to provide 100% Performance and Payment Bond before execution of contract? (construction & paving projects only) Yes
2. Offeror acknowledges permit will be secured Yes
3. Offeror acknowledges reviewing Terms and Conditions pages? Yes
4. Offeror has previously conducted business with Clarkston? Yes
5. Is the offeror's physical location within the corporate city limits of Clarkston? No
6. Is your company a certified minority-owned business? No

If yes, indicate category letter(s) and include a copy of current certificate(s)

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

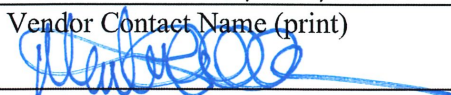
a.	African American Business Enterprise (AABE)	d.	Hispanic Business Enterprise (HBE)
b.	Asian Business Enterprise (ABE)	e.	Minority Veteran (MV)
c.	Female Business Enterprise (FBE)	f.	Native American Business Enterprise (NABE)

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

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

1. Has a person, firm or company ever been debarred from doing business with any federal, state, or local agency? No

If yes, on a separate sheet of paper, provide details including agency name, date(s) and reason for debarment.

Matthew Wilder, PLA, ASLA	Vice President
Vendor Contact Name (print)	Title
	09/19/2015
Vendor Contact Signature	Date



Reference Request

The City of Clarkston requests the offeror provides between three (3) to five (5) references to be potentially contacted for this proposal. The offeror's references can consist of current and/or past government agencies, educational institutions, and/or commercial accounts of similar size and scope for this proposal from within five (5) years of this bid solicitation.

The City of Clarkston requests the offeror's references list not to consist of any work performed and completed on behalf of the City of Clarkston; nor should the offeror's references be current of former City of Clarkston employees.

<u>REFERENCE # 1</u>	
Name of Company/Entity:	City of Stone Mountain
City/State:	Stone Mountain, GA
Contact Person:	Maggie Dimov, Economic Development Director
Contact Email:	mdimov@stonemountaincity.org
Contact Phone:	470.925.3286
Date(s) Work Performed:	October 2024 - Estimated October 2025
Brief Narrative of Work:	Stone Mountain 10-Year Livable Communities Initiative Update - Updated LCI to create a more walkable, vibrant, and sustainable community.

<u>REFERENCE # 2</u>	
Name of Company/Entity:	DeKalb County
City/State:	DeKalb County, GA
Contact Person:	Tricia Prevost, Senior Planner
Contact Email:	tcprevost@dekalbcountyga.gov
Contact Phone:	470.453.2278
Date(s) Work Performed:	October 2024 - Estimated October 2025
Brief Narrative of Work:	Stone Mountain CDAP - Reimagined the Stone Mountain Corridor addressing challenges of affordability, displacement, mobility gaps, and aging infrastructure.

<u>REFERENCE # 3</u>	
Name of Company/Entity:	City of Winder
City/State:	Winder, GA
Contact Person:	Beth Reynolds
Contact Email:	beth.reynolds@cityofwinder.com
Contact Phone:	678.425.6868
Date(s) Work Performed:	July 2022 - May 2024
<i>Brief</i> Narrative of Work:	Winder Comprehensive Plan & Zoning Update - Developed their Comprehensive Plan, a vision for growth and development, and updated their zoning ordinance.

<u>REFERENCE # 4</u>	
Name of Company/Entity:	City of Lawrenceville
City/State:	Lawrenceville, GA
Contact Person:	Helen (Appenzeller) Balch
Contact Email:	Helen.Balch@lawrencevillega.gov
Contact Phone:	678.407.6400
Date(s) Work Performed:	September 2022 - December 2023
<i>Brief</i> Narrative of Work:	Lawrenceville Comprehensive Plan & CTP - Comprehensive Plan update and created first Transportation Master Plan to shape its growth and development trajectory.

<u>REFERENCE # 5</u>	
Name of Company/Entity:	Atlanta Regional Commission (ARC)
City/State:	Atlanta, GA
Contact Person:	Keri Stevens, Project Manager
Contact Email:	kstevens@atlantaregional.org
Contact Phone:	404.455.4745
Date(s) Work Performed:	Tara Blvd LCI April 2023 - July 2024 Blueprint 2.0 July 2021 - March 2024
<i>Brief</i> Narrative of Work:	Tara Boulevard LCI - Developed a holistic vision for an 11-mile section of Tara Blvd. and Blueprint 2.0 - Economic Development plan for the Aerotropolis region surrounding the airport.



Non-Collusion

By signing below, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

In addition, the selected company will be required to comply with all existing State and Federal laws, including applicable equal opportunity employment provisions. The Contract between the company and the City shall be construed and governed in accordance with the law of the State of Georgia and the City of Clarkston. The company, at its own expense, shall secure all occupational and professional licenses and permits necessary for the fulfillment of its obligations under this contract.

It shall be unethical for any City Employee or City Official to transact any business or participate directly or indirectly in a procurement contract when the City Employee or City Official knows; the City Employee or City Official or immediate family of such has a substantial interest pertaining to the procurement contract, except that the purchase of goods and services from businesses, which a member of the city council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.

Vendor Name: Pond & Company

Physical Address: 3500 Parkway Lane, Suite 500

City, State, Zip: Peachtree Corners, GA 30092

Phone: 678.336.7740 Fax: 678.336.7744

Signature: 

Date: 09/19/2015



Primary Contractor E-verification Affidavit

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

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

1624474

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

01.08.2021

Date of Authorization

Pond & Company

Legal Business Name of City of Clarkston Contract Holder/Applicant

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

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

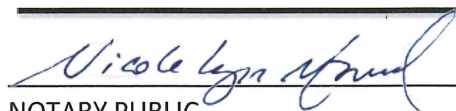
Executed on September, 18, 2025 in Peachtree Corners (city) GA (state)



Signature of Authorized Owner/Officer

Matthew Wilder, PLA, ASLA | Vice President

Printed Name and Title of Authorized Owner/Officer



NOTARY PUBLIC

My Commission Expires: February 14, 2029



Subcontractor

I will / will not propose to subcontract some of the work on this project? We will
(response)

I propose to subcontract work to the following:

	Subcontractor Print Name	Brief Description of Work to be Performed by Subcontractor	Percent of Work	DBE (Y/N)
1	Sycamore Consulting	Public Engagement	21%	Y
2				
3				
4				
5				
6				
7				
8				
9				
10				

Kristine Hansen-Dederick

Principal

Vendor Contact Name (print)

Title



9/17/25

Vendor Contact Signature

Date

Note:

1. The City of Clarkston requires the (primary) contracted vendor to complete no less than fifty-one (51%) percent of the proposed project.
2. It shall be responsibility of the selected bidder to ensure that all subcontractors comply with the same insurance requirements reference above.
3. For all construction contracts that are valued at \$5,000.00 or more, a Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, must be provided by the successful Bidder.



Subcontractor Affidavit

Under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Sycamore Consulting, Inc.

(name of subcontractor) on behalf of THE CITY OF CLARKSTON, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

138138

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

July 2007

Date of Authorization

Pond

Name of Contractor

City of Clarkston Comprehensive Plan Update

Name of Project

City of Clarkston

Name of Public Employer

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

Executed on September 15, 2025 in Decatur (city) GA (state)

Ka

Signature of Authorized Owner/Officer

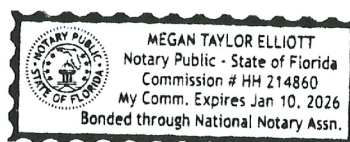
Kristine Hansen-Dederick, Principal

Printed Name and Title of Authorized Owner/Officer

Megan Elliott

NOTARY PUBLIC

My Commission Expires: JAN 10, 2026





ADDENDUM ACKNOWLEDGEMENT

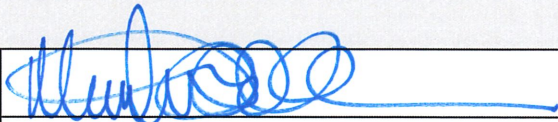
The offer has examined, carefully studied the specification(s), and acknowledge review of the following addendum(s):

Addendum No.	1	Dated	08.29.2025
Addendum No.	2	Dated	09.05.2025
Addendum No.	3	Dated	
Addendum No.	4	Dated	
Addendum No.	5	Dated	
Addendum No.	6	Dated	
Addendum No.	7	Dated	
Addendum No.	8	Dated	
Addendum No.	9	Dated	
Addendum No.	10	Dated	

There was no addendum(s) published (initial): _____

I/We the undersigned hereby offer and agree to supply and deliver the service as outlined in the bid solicitation documents. The signature below acknowledge that I/we have read and agree with the procedures outlined in the solicitation documents.

Proposals that fail to acknowledge the offeror's receipt of any/all addenda can result in the rejecting of the proposal.

Signature	
Print/Type Name	Matthew Wilder, PLA, ASLA
Title	Vice President
Date	09/19/2025

POND

Cobb
3100 Interstate N Circle
Suite 600
Atlanta, GA 30339
678.336.7740

Headquarters
3500 Parkway Lane
Suite 500
Peachtree Corners, GA
30092
678.336.7740

Midtown
55 Ivan Allen Jr. Boulevard
Suite 850
Atlanta, GA 30308
678.336.7740



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	8L	New Business Items	NO

SUBJECT: To consider a resolution requesting that a sound barrier be erected along the eastern right-of-way of Interstate 285.

PRESENTER CONTACT: Councilmember Carroll

PHONE NUMBER:

DEPARTMENT: Mayor/ City Council

PURPOSE: The agenda item is a resolution to request a sound barrier along the Clarkston side of Highway 285 when the additional lane is added.

IMPACT: Clarkston residents have long been disturbed by the noise of Highway 285. Congressman Hank Johnson's office has indicated that the best chance for federal funding of a sound barrier along Highway 285 is when the lane is added to Highway 285. Research has also shown that the sound barriers may reduce pollution from the nearby highway. Therefore, I am requesting a city resolution to request the sound barrier.

FUNDING SOURCE: Federal and/or state funds.

RECOMMENDATION: N/A

RESOLUTION NO. _____

**A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO REQUEST THAT A SOUND BARRIER
BE ERECTED ALONG THE EASTERN RIGHT OF WAY OF INTERSTATE 285.**

WHEREAS, Interstate 285 passes through the City of Clarkston and the area to the east of I-285 is residential; and

WHEREAS, traffic traveling I-285 (especially heavy trucks) generates an excessive amount of noise that has long disturbed the peace and quiet repose of Clarkston residents; and

WHEREAS, sound barriers erected between an Interstate and a residential area significantly reduce the noise disturbance inflicted upon residents by Interstate traffic; and

WHEREAS, scientific research also suggests that sound barriers may also reduce pollution particles from traveling from the Interstate to nearby residential areas; and

WHEREAS, other segments of I-285 that traverse residential areas have sound barriers in place to protect residents from the noise and pollution, but no such barriers exist along the Clarkston portion of I-285; and

WHEREAS, an upcoming project by the Georgia Department of Transportation to add a lane to I-285 presents an opportunity to install a sound barrier along the east boundary of the Interstate to protect Clarkston residents from noise and pollution.

NOW THEREFORE, BE IT RESOLVED that the Clarkston City Council does hereby respectfully request that the the Federal Department of Transportation and/or the Georgia Department of Transportation allocate funding for a sound barrier for Clarkston and install such barrier along the eastern side of I-285 in Clarkston during the upcoming project.

SO RESOLVED this _____ day of _____, 2025

CLARKSTON CITY COUNCIL

Mayor Beverly H. Burks

ATTEST:

Tomika Mitchell, City Clerk



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: DECEMBER 2, 2025

Meeting Type	Item No.	Action Type	Public Hearing
City Council	8M	New Business Items	NO

SUBJECT: To consider amending the Parks Master Plan to include consideration of the Clarkston Lake area.

PRESENTER CONTACT: Councilmember Carroll

PHONE NUMBER:

DEPARTMENT: Mayor/ City Council

PURPOSE: The agenda item is an amendment to the Parks Master Plan to add the Milam Lake area (on the other side of Norman Rd.) to the Parks Master Plan.

IMPACT: Residents of the Milam Lake area have indicated an interest in having some public events on the Milam Lake, but residents have mixed feelings about what events should be allowed. The Parks Master Plan will give the city feedback on what the residents of the Milam Lake area want done with the lake area in terms of public events.

FUNDING SOURCE: DeKalb County funds, if needed.

RECOMMENDATION: N/A