



CITY COUNCIL MEETING AGENDA
TUESDAY, JUNE 2, 2026 - 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

Lynn Bayonne
Council
Member

Dean Moore
Council
Member

Mark Perkins
Council
Member

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. PRESENTATION/ ADMINISTRATIVE BUSINESS**
 - A.** Employee of the Month - May 2026
 - B.** Business of the Month — May 2026
 - C.** Recognition and Award Presentation to Officers and Detective
 - D.** To approve the following meeting minutes:
 - May 5, 2026 - City Council Meeting
 - May 26, 2026 - City Council Work Session
- 5. REPORTS**
 - A.** City Manager's Report
 - B.** City Attorney's Report
 - C.** City Council Reports
 - D.** Mayor's Report

6. PUBLIC COMMENTS

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

7. OLD BUSINESS

- A.** To consider Ordinance No. 539 to create a criminal nuisance property program that would identify criminal nuisance properties based on crime statistics and then require them to make improvements/changes to their property or the way it is managed to reduce crime.
- B.** To consider Ordinance No. 540 to set up a program for special service districts to tax a designated area and then use that revenue to make improvements or provide extra services within the area that are intended to reduce crime.

8. CONSENT AGENDA

- A.** To approve Ordinance No. 541 to establish a process by which the City Council, by annual resolution, will set forth the requirements for councilmember-initiated ordinances to amend the City Code to appear on meeting agendas.
- B.** To ratify the City of Clarkston's Partnership with DeKalb County as an Urban County Community Development Block Grant and Home Investment Partnership Grant participant for fiscal years 2027-2029.
- C.** To approve Resolution No. 2026-015 of City Council to Amend the FY2026 General Fund Budget to Establish the Downtown Development Authority Account Category within the City's General Fund.
- D.** To approve Resolution No. 2026-016 to assign signatories for the City of Clarkston treasury accounts.
- E.** To approve Acquisition of Police Department Capital Assets/Equipment - SPLOST II Purchase - \$155,036.

9. NEW BUSINESS

- A.** To discuss the 2026 preliminary ad valorem tax digest (no action necessary).
- B.** To consider Resolution No. 2026-013 to establish requirements for councilmember-initiated ordinances that would amend the City Code.
- C.** To consider recommendation of bid award and proposed contract for a Civil Engineering Consulting firm to prepare construction plans for the conversion of the Milam Park Grass Football Field to a Multi-Purpose Recreational Field.

10. ADJOURNMENT

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Meeting at 7:00 PM. on Tuesday, June 2, 2026. 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_GQJbktR1Tye23xS9HZgm8w

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



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: JUNE 2, 2026

Meeting Type	Item No.	Action Type	Public Hearing
City Council	2026-238	Presentation/ Administrative Business	NO

SUBJECT: Employee of the Month - May 2026

PRESENTER CONTACT: Dwight Baker

PHONE NUMBER: 404-824-8135

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:

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.
- Become eligible for nomination as the Employee of the Year.

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120 ♦ CLARKSTON, GEORGIA 30021
(404) 296-6489
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Item: 4.A.

ITEM REPORT

To: City Council

From:

Meeting Date: June 2, 2026

Department/Office: Human Resources

Item Name: Employee of the Month - May 2026

Summary:

Recommended Action:

Budget:

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

Attachments:

1. Agenda Summary Sheet EOM - May 2026



CITY OF CLARKSTON

ITEM NO: XX

CITY COUNCIL WORK SESSION

MEETING TYPE:
Regular Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Presentation

MEETING DATE: May 2, 2026

SUBJECT: Employee of the Month – May 2026

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO

PAGES:

PRESENTER CONTACT INFO: Dr. Dwight L. Baker
PHONE NUMBER: 404.824.8135

PURPOSE:

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

NEED/IMPACT:

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

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.
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CITY COUNCIL

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AGENDA ITEM SUMMARY SHEET

MEETING DATE: JUNE 2, 2026

Meeting Type	Item No.	Action Type	Public Hearing
City Council	2026-246	Presentation/ Administrative Business	

SUBJECT: Business of the Month — May 2026

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Planning and Economic Development

PURPOSE:

IMPACT:

FUNDING SOURCE:

RECOMMENDATION:



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: JUNE 2, 2026

Meeting Type	Item No.	Action Type	Public Hearing
City Council	2026-243	Presentation/ Administrative Business	NO

SUBJECT: Business of the Month - May 2026

PRESENTER CONTACT: Jacob Bouie

PHONE NUMBER: 470-292-9569

DEPARTMENT: Planning and Economic Development

PURPOSE: The purpose of this agenda item is to recognize the Business of the Month for its contributions to the Clarkston community, local economy, and overall business environment. This recognition highlights the business's commitment to service, entrepreneurship, community engagement, and continued investment in the City of Clarkston.

IMPACT: Recognizing a Business of the Month supports the City's ongoing economic development efforts by promoting local businesses, strengthening community pride, and encouraging residents and visitors to shop local. This initiative also helps increase visibility for Clarkston businesses, fosters stronger relationships between the City and the business community, and celebrates the entrepreneurs who contribute to the character, vitality, and economic growth of Clarkston.

FUNDING SOURCE: N/A

RECOMMENDATION: N/A



CITY COUNCIL

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AGENDA ITEM SUMMARY SHEET

MEETING DATE: JUNE 2, 2026

Meeting Type	Item No.	Action Type	Public Hearing
City Council	2026-244	Presentation/ Administrative Business	NO

SUBJECT: Recognition and Award Presentation to Officers and Detective

PRESENTER CONTACT: Xavier Todd

PHONE NUMBER: 404-790-7992

DEPARTMENT: Police Department

PURPOSE:

IMPACT:

FUNDING SOURCE:

RECOMMENDATION:



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: JUNE 2, 2026

Meeting Type	Item No.	Action Type	Public Hearing
City Council	4D	Presentation/ Administrative Business	NO

SUBJECT: To approve the following meeting minutes:

- May 5, 2026 - City Council Meeting
- May 26, 2026 - City Council Work Session

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: City Clerk's Office

PURPOSE:

IMPACT:

FUNDING SOURCE:

RECOMMENDATION:

MINUTES OF
THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON TUESDAY, MAY 5, 2026

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 7:00 p.m.

2. ROLL CALL

Present:

Mayor Beverly H. Burks

Vice Mayor Debra Johnson

Councilmembers Sharifa Adde, Yterenickia Bell, Dean Moore, and Mark Perkins.

Absent: Councilmember Lynn Bayonne

Staff present:

ChaQuias Miller- Thornton (City Manager)

Cynthia Hanson (City Clerk).

3. PRESENTATION/ ADMINISTRATIVE BUSINESS

A. Employee of the Month – April 2026

Dr. Baker presented the Employee of the Month for April 2026 to Detective Arim Saleh.

B. Business of the Month - April 2026

Jacob Bouie recognized Essential Hair Salon, 1295 Brockett Rd., Clarkston, Georgia as the Business of the Month for April 2026

C. To approve the following meeting minutes:

1. April 7, 2026 - City Council Meeting
2. April 28, 2026 - City Council Work Session

Councilmember Bell made a motion to approve the minutes. Councilmember Perkins seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

4. REPORTS

A. City Manager's Report

City Manager, ChaQuias Miller-Thornton gave a report covering events and project updates for all departments. Councilmember Perkins asked if there is a way to be released from the VC3 contract. Ms. Miller-Thornton and Keisha Dixon explained the process and cost for being released from the contract.

B. City Attorney's Report

Stephen Quinn updated the Mayor and Council on SB33.

C. City Council Reports

Council Members reported on meetings and events attended in the month of April.

D. Mayor's Report

Mayor Burks reported on meetings and events attended during the month of April.

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.

Comments offered by Chloe Chung, and Randal McGorrick.

6. OLD BUSINESS

None

7. CONSENT AGENDA

Councilmember Perkins made a motion to approve the Consent Agenda, Items 7A through 7I, correcting item 7H for the policy period 5/1/26 - 4/30/27, Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

- A.** Deferral of an ordinance to create a criminal nuisance property program that would identify criminal nuisance properties based on crime statistics and then require them to make improvements/changes to their property or the way it is managed to reduce crime to the May 26, 2026 Work Session for further review.
- B.** Deferral of an ordinance to set up a program for special service districts to tax a designated area and then use that revenue to make improvements or provide extra services within the area that are intended to reduce crime to the May 26, 2026 Work Session for further review.
- C.** Approval of a Resolution authorizing a proposed contract between the City of

Clarkston and Studio RNB for Facilities Master Plan Services - \$84,880.

- D. Approval of a Resolution to consider the appointment of Cynthia Hanson to serve as City Clerk.
- E. Approval to Rollover GDOT LRS Funding Allocation to FY2027 — \$134,496.46.
- F. Approval of a Proclamation naming May 17-23, 2026 National Public Works Week.
- G. Approval of a Proclamation establishing May 5, 2026 as Economic Development Week.
- H. Approval of the ratification of the GIRMA Property & Liability Coverage for the policy period 5/1/2026 - 04/30/2026 through the GMA Property & Liability Self Insurance Program funded through the General Fund Budget - \$217,662.00.
- I. Approval of Beverly Burk's resignation from the Downtown Development Authority (DDA) effective 04/14/2026.

8. NEW BUSINESS

- A. Consideration of the SS4A Safety Action Plan (SAP) Project Options for Bipartisan Infrastructure Law (BIL) Implementation Grant funding application.

City Engineer, Larry Kaiser asked that the Mayor and Council approve an application for BIL funding for either the SS4A Project or five (5) projects throughout the city. The deadline to apply for funding is May 26, 2026. After discussion, Councilmember Moore made a motion to not move forward with the application for the grant. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion was approved with a vote of three in favor, and two opposed (Bell, Perkins).

- B. Consideration of an appointment to fill a vacant position on the Downtown Development Authority (DDA).

Mayor Burks opened by giving Councilmember Bell and Councilmember Moore two minutes each to speak as to why she/he is the best elected official to serve on the Downtown Development Authority (DDA). Vice Mayor Johnson made a motion to nominate Dean Moore to the DDA, and Councilmember Moore duly seconded the motion. Mayor Burks called for the vote and declared the motion approved with a vote of three (3) in favor, one opposed (Perkins), and one abstention (Bell).

9. ADJOURNMENT

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

The meeting was adjourned at 8:45 p.m.

ATTEST:

Cynthia Hanson
Interim City Clerk

Beverly H. Burks
Mayor

MINUTES OF WORK SESSION
THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON TUESDAY, MAY 26, 2026

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 PM.

2. ROLL CALL

Present:

Mayor Beverly H. Burks

Vice Mayor Debra Johnson

Councilmembers Dean Moore, Sharifa Adde (via teleconference), YT Bell, Mark Perkins, and Lynn Bayonne

Absent:

None

Staff Present:

City Manager, ChaQuias Miller-Thornton

City Clerk, Cynthia Hanson

3. PRESENTATION/ ADMINISTRATIVE BUSINESS

A. Economic Mobility and Opportunity Special Assistants Program Update

1. To Present the Economic Mobility and Opportunity Special Assistants Program Progress Update

Economic Development Mobility Manager, McKinley Jeter updated the elected officials on projects, both completed and on-going, since January.

4. 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.

5. OLD BUSINESS

- A.** To discuss Ordinance No. 539 to create a criminal nuisance property program that would identify criminal nuisance properties based on crime statistics and then require them to make improvements/changes to their property or the way it is managed to reduce crime.

Vice Mayor Johnson gave a quick overview of the Ordinance. City Attorney, Stephen

Quinn updated the Council on a change to the draft ordinance regarding tenant protections, as the city does not have legal authority to impose conditions over the contract between tenant and landlord. Council consent was to put the item on the regular agenda for the Council Meeting.

Public comment: Michele Maserjian

- B.** To discuss Ordinance No. 540 to set up a program for special service districts to tax a designated area and then use that revenue to make improvements or provide extra services within the area that are intended to reduce crime.

Vice Mayor Johnson gave an overview of the ordinance. City Attorney, Stephen Quinn stated that the change was made removing tenant protections as the city does not have legal authority over the tenant/land lord contract. Council consent was to put the item on the regular agenda for the Council Meeting.

Public comment: None

6. NEW BUSINESS

- A.** To discuss the 2026 preliminary ad valorem tax digest and to consider a tentative 2026 Millage Rate for advertising purposes.

City Manager, ChaQuias Miller-Thornton presented calculations that affect the millage rate for 2026 based on the preliminary digest received from DeKalb County. The tentative rate agreed upon at this work session is not the final rate and is for advertising purposes only. The city cannot adopt a millage rate that is higher than advertised. The consensus of the Council was to advertise a tentative rate of 18.800 mills.

Public comment; Michele Maserjian

- B.** To discuss Ordinance No. 541 to establish a process by which the City Council, by annual resolution, will set forth the requirements for councilmember-initiated ordinances to amend the City Code to appear on meeting agendas.

City Manager, ChaQuias Miller-Thornton stated that the item originated from discussion at the Council Retreat. City Attorney, Stephen Quinn explained the ordinance and the ability to adjust it in the future if needed. The Council agreed for the item to be on the consent agenda for the Council Meeting.

Public comment: None

- C.** To discuss Resolution No. 2026-013 to establish requirements for councilmember-initiated ordinances that would amend the City Code.

City Attorney, Stephen Quinn summarized the resolution which establishes the rules for a Councilmember to initiate an agenda item for an ordinance that would amend the City Code. The Mayor and Council asked for a revision to the resolution removing item 4b

requiring the proposed legislation be reviewed by a standing advisory committee to make recommendations. The item will be on the regular agenda for the Council Meeting.

Public comment: None

- D.** To discuss recommendation of bid award and proposed contract for a Civil Engineering Consulting firm to prepare construction plans for the conversion of the Milam Park Grass Football Field to a Multi-Purpose Recreational Field.

City Engineer, Larry Kaiser explained the process for determining the highest ranked technical firm. He recommends accepting the proposal submitted by the Foresite Group LLC. The item will be on the regular agenda for the Council Meeting.

Public comment: Michele Maserjian

- E.** To discuss the City of Clarkston's Partnership with DeKalb County as an Urban County Community Development Block Grant and Home Investment Partnership Grant participant for fiscal years 2027-2029.

City Manager, ChaQuias Miller-Thornton explained how the partnership would affect grant applications in the future. The item will be on the consent agenda for the June Council Meeting as a ratification of the document in order to notify the County by the deadline on May 29, 2026.

Public comment: None

- F.** To discuss Resolution No. 2026-015 of City Council to Amend the FY2026 General Fund Budget to Establish the Downtown Development Authority Account Category within the City's General Fund.

City Manager, ChaQuias Miller-Thornton summarized the resolution and how it would affect the General Fund and audits. City Attorney, Stephen Quinn stated that the money is ARPA money that was established for the Downtown Development Authority. The item will be on the consent agenda for the Council Meeting.

Public comment: None

- G.** To discuss Resolution No. 2026-016 to assign signatories for the City of Clarkston treasury accounts.

City Manager, ChaQuias Miller-Thornton explained the resolution. The item will be on the consent agenda for the Council Meeting.

Public comment: Michele Maserjian

- H.** To discuss Acquisition of Police Department Capital Assets/Equipment - SPLOST II Purchase - \$155,036.

City Manager, ChaQuias Miller-Thornton introduced Assistant Chief Xavier Todd to discuss the need for equipment and how replacement of equipment would be phased. Council agreed that this item will be on the consent agenda for the Council Meeting.

Public comment: None

7. EXECUTIVE SESSION

Mayor Burks called for a motion to go into Executive Session to discuss a personnel matter. Councilmember Bell made a motion to go into Executive Session, duly seconded by Councilmember Moore. The motion passed unanimously.

A. To discuss a personnel matter.

Councilmember Perkins made a motion to come out of Executive Session at 9:47 PM, duly seconded by Councilmember Bell. Mayor Burks called for a vote and declared the motion passed (6-0).

No action was taken outside of Executive Session.

8. ADJOURNMENT

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

The meeting was adjourned at 9:49 p.m.

ATTEST:

Cynthia Hanson
Interim City Clerk

Beverly H. Burks
Mayor



CITY COUNCIL

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AGENDA ITEM SUMMARY SHEET

MEETING DATE: JUNE 2, 2026

Meeting Type	Item No.	Action Type	Public Hearing
City Council	5A	Presentation/ Administrative Business	

SUBJECT: City Manager's Report

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Administration

PURPOSE:

IMPACT:

FUNDING SOURCE:

RECOMMENDATION:



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: JUNE 2, 2026

Meeting Type	Item No.	Action Type	Public Hearing
City Council	5B	Presentation/ Administrative Business	

SUBJECT: City Attorney's Report

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Attorney's Office

PURPOSE:

IMPACT:

FUNDING SOURCE:

RECOMMENDATION:



CITY COUNCIL

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AGENDA ITEM SUMMARY SHEET

MEETING DATE: JUNE 2, 2026

Meeting Type	Item No.	Action Type	Public Hearing
City Council	5C	Presentation/ Administrative Business	

SUBJECT: City Council Reports

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Administration

PURPOSE:

IMPACT:

FUNDING SOURCE:

RECOMMENDATION:



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: JUNE 2, 2026

Meeting Type	Item No.	Action Type	Public Hearing
City Council	5D	Presentation/ Administrative Business	

SUBJECT: Mayor's Report

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Administration

PURPOSE:

IMPACT:

FUNDING SOURCE:

RECOMMENDATION:



CITY COUNCIL

CITY COUNCIL WORK SESSION

AGENDA ITEM SUMMARY SHEET

MEETING DATE: MAY 26, 2026

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

SUBJECT: To discuss Ordinance No. 539 to create a criminal nuisance property program that would identify criminal nuisance properties based on crime statistics and then require them to make improvements/changes to their property or the way it is managed to reduce crime.

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Administration

PURPOSE: To approve an ordinance to create a criminal nuisance property program that would identify criminal nuisance properties based on crime statistics and then require them to make improvements/changes to their property or the way it is managed to reduce crime. If the owner/manager of the property does not perform the corrective action, the City would have two avenues of enforcement. At an administrative level, the City could deny/revoke/suspend any permits (for example alcohol or business) associated with the property. At a legal level, the City could sue the property in municipal court and potentially obtain an order to do the corrective action work itself, which would result in a lien to cover the cost.

IMPACT:

FUNDING SOURCE:

RECOMMENDATION: Council review of the draft ordinance for discussion.

ORDINANCE NO. _539

AN ORDINANCE TO AMEND CHAPTER 5 OF THE CITY CODE REGARDING BUILDINGS, CONSTRUCTION AND RELATED MATTERS; TO ADOPT NEW ARTICLE IX OF SAID CHAPTER TO ESTABLISH A CRIMINAL NUISANCE PROPERTY PROGRAM; TO PROVIDE FOR DEFINITIONS, OBJECTIVE DESIGNATION CRITERIA, CORRECTIVE ACTION PLANS, INSPECTION AUTHORITY, AND ADMINISTRATIVE ENFORCEMENT MECHANISMS; TO PROVIDE FOR IN REM PROCEEDINGS IN MUNICIPAL COURT TO ABATE CRIMINAL NUISANCE PROPERTY CONDITIONS; TO PROVIDE FOR LIENS UPON CRIMINAL NUISANCE PROPERTIES WHEN THE CITY EXPENDS FUNDS TO ABATE A CRIMINAL NUISANCE; TO PROVIDE FOR APPEALS; TO PROVIDE STANDARDS FOR PROPERTIES TO BE REMOVED FROM CRIMINAL NUISANCE STATUS UPON REMEDIATION; TO PROVIDE ADMINISTRATIVE REPORTING REQUIREMENTS; AND FOR OTHER PURPOSES.

WHEREAS, the City Council is authorized to define and abate nuisances within the City of Clarkston by its Charter, specifically Section 1.03, subsections (k), (n) and (o); and

WHEREAS, the City Council hereby finds that there exist properties within the City that constitute a nuisance because they are operated and maintained in a manner that fosters an environment that leads to incidents of violent crime; and

WHEREAS, these criminal nuisance properties constitute threats to public health, safety, and welfare and have required a disproportionate amount of police, fire, and code enforcement resources; and

WHEREAS, the City Council seeks, by this ordinance, to establish a formal, legally defined set of criteria to objectively identify criminal nuisance properties; and

WHEREAS, this ordinance establishes a program for the owners/managers of criminal nuisance property to remediate nuisance conditions through execution of a corrective action plan; and

WHEREAS, if owners/managers of criminal nuisance properties fail or refuse to remediate nuisance conditions, this ordinance sets forth due process for the City to bring an *in rem* action in municipal court to obtain an order that would allow the City to abate the nuisance if the owner/manager continues to fail or refuse to do so, with the cost of abating such nuisance to become a lien against the subject property.

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

Section 1. New Article IX of Chapter 5 of the Clarkston City Code is hereby enacted and shall read as follows:

“ARTICLE IX. CRIMINAL NUISANCE PROPERTIES.

Sec. 5-501. Purpose and Intent.

The purpose of this article is to protect public health, safety and welfare by preventing and deterring violent crime at locations where it persists at such high levels as to constitute a nuisance. The article is intended to provide a framework for owners and managers of high-crime properties to take meaningful steps to prevent violent crime on their property and incentivize them to do so. In the absence of appropriate and necessary action by property owners and managers to address a criminal nuisance on their property, the purpose and intent of this article is to allow the city to abate such nuisance through *in rem* proceedings in municipal court.

Sec. 5-502. Definitions.

As used in this article, the following terms shall have the indicated meanings:

Corrective Action Plan means a written plan approved by the city manager outlining measures to address criminal activity at a Criminal Nuisance Property.

Crime Prevention Through Environmental Design (“CPTED”) means an approach to reducing crime by designing physical environments—such as using, for example, natural surveillance, access control, and territorial reinforcement—to deter criminal behavior and improve quality of life. It focuses on enhancing visibility, defining space ownership, and maintaining properties to eliminate criminal opportunities.

Criminal Nuisance Property means a property where any of the following thresholds are met for reported events within the Measurement Period:

1. One (1) homicide;
2. Three (3) or more Violent Incidents; or
3. Ten (10) or more police responses for incidents involving a violation of State criminal law (exclusive of “family violence” incidents as defined by O.C.G.A. § 19-13-1).

Manager means any person or entity having managerial responsibility for a property.

Measurement Period means a rolling twelve (12) month period immediately preceding the date of review for determining whether a property meets nuisance thresholds. (For reporting purposes, the city will separately compile annual summaries for each calendar year.)

Owner means any person or entity holding legal title to real property, according to DeKalb County property records.

Violent Incident means any of the following events occurring on a subject property or on public property immediately adjacent to the subject property (exclusive of “family violence” incidents as defined by O.C.G.A. § 19-13-1):

1. Homicide;
2. Aggravated assault or aggravated battery;
3. Armed robbery;

4. The discharge of a firearm; or
5. Any “forcible felony” as defined by O.C.G.A. § 16-11-131(e).

Sec. 5-503. Designation as Criminal Nuisance Property.

(a) *Monitoring Violent Incidents.* The chief of police shall monitor and track calls for service and inform the city manager or designee if the chief believes that a property qualifies as a Criminal Nuisance Property based on calls for service during the Measurement Period.

(b) *Notice of Designation.* Upon determining that a property qualifies as a Criminal Nuisance Property, the city manager or designee shall issue a written notice of designation to the Owner and the Manager of the property. Such notice shall include, at minimum, the following information:

1. A summary of incidents within the Measurement Period;
2. A statement requiring that the Owner and/or Manager attend a mandatory meeting with the city manager within twenty-one (21) days for the purpose of developing a Corrective Action Plan;
3. Notice of the tenant and victim protections established by this article; and
4. A statement in Arabic, Amharic, Swahili, Dari/Pashto, Spanish, and Nepali informing the Owner and Manager of the property that translation services will be provided by the city, for both written materials and the meeting with the city manager, upon request.

(c) *Delivery of Notice.* The city manager or designee shall cause the notice of designation to be delivered to the Owner at the Owner’s address (as registered with the DeKalb County Tax Commissioner) by U.S. Priority Mail and to the Manager (or the person apparently in charge of the property on behalf of the Manager) via hand delivery.

Sec. 5-504. Corrective Action Plan.

(a) If the city manager determines that conditions exist upon a Criminal Nuisance Property that contribute to criminal activity occurring there and could be corrected, then a Corrective Action Plan shall be developed to correct such conditions.. The Owner and/or Manager of the property shall have the opportunity to provide input to the city manager regarding the Corrective Action Plan at the mandatory meeting, but the Owner/Manager failing or refusing to attend the meeting shall not prevent the city manager from approving a Corrective Action Plan. The city manager shall have the ultimate authority to approve the final Corrective Action Plan, so long as it meets the criteria in subsection (b) of this section.

(b) The Corrective Action Plan shall be carefully tailored by the city manager to include measures sufficient to address criminal nuisance activity without being unduly burdensome or expensive to carry out. Appropriate measures to consider for a corrective action plan include, but are not limited to:

1. Installation or repair of lighting systems;

2. Installation or upgrade of security cameras with minimum 30-day retention;
 3. Hiring of licensed security personnel or off-duty police;
 4. Repair of fencing, gates, or controlled access points;
 5. CPTED improvements to landscaping, visibility, or building layout;
 6. Establishment of on-site management;
 7. Enforcement of trespass or lease provisions; and/or
 8. Remediation of code or property maintenance violations.
- (c) The Corrective Action Plan shall include a reasonable timeline for accomplishing its objectives, with specific deadlines for the Owner or Manager of the property to accomplish designated benchmarks to achieve the completion of the Corrective Action Plan in a timely manner.
- (d) The city manager shall cause the approved Corrective Action Plan to be reduced to writing and shall sign the Corrective Action Plan, which shall be maintained as a city record. The Owner and Manager of the associated Criminal Nuisance Property shall be provided with a copy of the corrective action plan by the same means of delivery specified in subsection (c) of Section 5-503.

Sec. 5-505. Inspection authority.

When a Corrective Action Plan is active, the police department and code enforcement officers are authorized to conduct inspections of the Criminal Nuisance Property in order to determine compliance with the Corrective Action Plan. Such inspections may include:

1. Exterior areas;
2. Common areas;
3. Security systems;
4. Lighting systems;
5. CPTED measures; and
6. Any additional aspect of the work to be performed pursuant to the corrective action plan.

Any inspection of an area where a person has a reasonable expectation of privacy shall comply with constitutional protections and applicable state law.

Sec. 5-506. Removal from Criminal Nuisance Property status.

When the city manager or designee finds that the Owner or Manager of a designated Criminal Nuisance Property has complied with all terms of the Corrective Action Plan and the chief of police confirms that the same property does not meet the criteria for a Criminal Nuisance Property during the current

Monitoring Period, then the property shall be removed from Criminal Nuisance Property status. Such removal shall not prevent the same property from being designated as a Criminal Nuisance Property again in the future if the criteria specified in this article are met during a future Monitoring Period.

Sec. 5-507. Administrative enforcement upon non-compliance.

The appropriate city official (depending on the type of license) may suspend, revoke, or deny renewal of any business, alcohol or other license associated with a Criminal Nuisance Property, or recommend such action to the city council (depending on the type of license) if the Owner or Manager is not in compliance with the Corrective Action Plan or has violated the tenant and victim protection provisions of this article. Appeal of any such suspension, revocation or denial shall be pursuant to the terms for appeal established by this code of ordinances for the subject license.

Sec. 5-508. Nuisance abatement through *in rem* action in municipal court.

If the Owner and Manager of a designated Criminal Nuisance Property fail to execute the Corrective Action Plan, the city manager may direct the city attorney to initiate a proceeding in municipal court pursuant to this section. Such an action shall proceed as follows:

(a) *In rem complaint.* The city attorney shall file a complaint against the property in the municipal court stating the facts upon which the subject property was designated as a Criminal Nuisance Property and the manner in which the Owner and Manager of such property have failed to comply with the Corrective Action Plan.

(b) *Rule Nisi.* Upon filing of the complaint, the judge of municipal court shall schedule, by rule nisi order, a hearing on the matter. Such hearing shall be scheduled for a date that is not less than 45 days and not more than 75 days from the date that the complaint is filed.

(c) *Service.* The city attorney shall cause the complaint and rule nisi order to be personally served upon the Manager or any person appearing to be in charge of the property in the absence of the Manager. The complaint and rule nisi may be personally served by any person over the age of 18, including but not limited to an officer of the city police department or code enforcement officer. The complaint and rule nisi shall also be served by certified mail to the address of the Owner (as listed with the DeKalb County Tax Commissioner) and to any person registered with the city as an agent for any license held in connection with the subject property. A rebuttable presumption of service pursuant to this section shall be established by filing an affidavit of personal service and certified mail receipt(s) establishing that the notice was mailed.

(d) *Standard for ordering abatement.* If the judge of municipal court finds, by a preponderance of the evidence, that the subject property was properly designated as a Criminal Nuisance Property by the city manager, that the Corrective Action Plan established by the city manager was reasonable, and that the Owner/Manager has failed to complete the Corrective Action Plan or elements thereof by deadlines established in said plan, then the judge may order that the nuisance presented by the subject property be abated by performance of the Corrective Action Plan. Any order for nuisance abatement under this article shall allow the Owner/Manager a reasonable amount of time to complete the Corrective Action Plan and shall authorize the city, if the Owner/Manager fails to do so, to complete the Corrective Action Plan.

(e) *Appeal*. The Owner of the subject property, or the city, may appeal any final decision of the municipal court made under this section to the Superior Court of DeKalb County pursuant to a petition for review under state general law.

Sec. 5-509. Liens.

(a) *Lis pendens*. Upon filing a complaint in the municipal court pursuant to this article, the city attorney may cause a lis pendens to be filed in the property records of DeKalb County for the Criminal Nuisance Property to give notice to the public of the proceedings in municipal court and the potential for a lien for the cost of nuisance abatement to be placed upon the subject property.

(b) *Claim of lien*. If the city acts to abate a nuisance pursuant to this article then the city shall be entitled to recover the cost of abating such nuisance, including the cost of labor and materials, legal costs, and any administrative costs, by placing a lien in the amount of such costs upon the subject real property. The city attorney shall cause a claim of lien to be filed in the property records of DeKalb County reflecting the total cost of abatement. Said lien shall be subject to interest and penalties until paid pursuant to state general law.

Sec. 5-510. Reserved.

Sec. 5-511. Reporting and transparency.

(a) *Quarterly Reports*. The city manager or designee and chief of police or designee shall provide quarterly reports to the city council specifying:

1. Each active designated Criminal Nuisance Property;
2. The status of progress on the Corrective Action Plan for each designated property; and
3. Criminal incidents and calls for police service trends at designated Criminal Nuisance Properties.

(b) *Data Dashboard*. The city manager may maintain an online public dashboard to inform the public regarding criminal activity and its locations.

Sec. 5-512. Remedies cumulative.

The remedies for Criminal Nuisance Properties set forth in this article are cumulative of all other rights and remedies available to the city under this code of ordinances and state law. No action taken or not taken pursuant to this article in any way prejudices the city's right to enforce its code or to exercise any other available remedy at law or in equity."

Section 2. The provisions of this ordinance are intended to be severable. Should any court of competent jurisdiction declare any aspect or provision of this ordinance to be invalid, the City Council hereby declares that it would have adopted the ordinance without that provision and the remainder of this ordinance shall remain in full force and effect without such invalid provision.

Section 3. This ordinance shall become effective immediately upon its approval by the City Council and signature by the Mayor.

SO ORDAINED, this _____ day of _____, 2026.

ATTEST:

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

Cynthia Hanson, City Clerk

Beverly H. Burks, Mayor

Approved as to Form:

Stephen Quinn
Stephen G. Quinn, City Attorney



CITY COUNCIL

CITY COUNCIL WORK SESSION

AGENDA ITEM SUMMARY SHEET

MEETING DATE: MAY 26, 2026

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

SUBJECT: To discuss Ordinance No. 540 to set up a program for special service districts to tax a designated area and then use that revenue to make improvements or provide extra services within the area that are intended to reduce crime.

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Administration

PURPOSE: To present and discuss an ordinance to set up a program for special service districts to tax a designated area and then use that revenue to make improvements or provide extra services within the area that are intended to reduce crime. The ordinance would not actually create such a district (that would be a subsequent step). If one or more districts are created, the City Council would then establish a millage rate for the district(s) that would be charged on top of the general millage rate.

IMPACT:

FUNDING SOURCE:

RECOMMENDATION: Council review of the draft ordinance for discussion.

ORDINANCE NO. 540

AN ORDINANCE BY THE CITY OF CLARKSTON TO ADD NEW ARTICLE IV TO CHAPTER 8 OF THE CITY CODE, REGARDING FINANCE, TAXATION AND PROPERTY; TO ESTABLISH THE CITY OF CLARKSTON PUBLIC SAFETY SPECIAL SERVICE DISTRICT PROGRAM; TO AUTHORIZE THE CREATION OF ONE OR MORE SPECIAL SERVICE DISTRICTS BY RESOLUTION; TO PROVIDE FOR SPECIAL TAXATION FOR ENHANCED PUBLIC SAFETY SERVICES WITHIN DISTRICTS THAT MAY BE DESIGNATED; TO DEFINE PUBLIC SAFETY IMPROVEMENTS; TO PROVIDE FOR ADMINISTRATION OF DISTRICTS, OVERSIGHT, ACCOUNTABILITY, AND SUNSET REVIEW; AND FOR OTHER PURPOSES.

WHEREAS, Art. IX, Sec. II, Para. VI of the 1983 Georgia Constitution provides that “special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor”; and

WHEREAS, the City Council finds that there exist within the City certain areas where sustained patterns of elevated crime, violent incidents, disorder, and excessive police call-for-service volumes persist, most notably the **Brockett Road, Montreal Road and N Indian Creek Drive** corridors, as well as other high-activity commercial and multi-family zones; and

WHEREAS, properties within these corridors have required a disproportionate level of police, code enforcement, and emergency response services, creating inequitable demands on City resources, including personnel, equipment, and funds; and

WHEREAS, environmental conditions including inadequate lighting, lack of surveillance systems, insufficient access control, and deteriorating property conditions contribute to unsafe environments and place burdens on the City’s public safety infrastructure; and

WHEREAS, establishing one or more Public Safety Special Service Districts would allow the City to provide targeted, enhanced public safety services—such as dedicated patrols, camera systems, license plate readers (“LPRs”), lighting upgrades, Crime Prevention Through Environmental Design (“CPTED”) improvements, and enhanced code enforcement; and

WHEREAS, a special service district approach allows these important public safety improvements to be fairly funded by the property owners that benefit most directly from the extra services.

NOW THEREFORE, BE IT ORDAINED as follows:

Section 1. New Article IV of Chapter 8 of the City Code is hereby created and codified. Such Article shall read as follows:

“ARTICLE IV. PUBLIC SAFETY SPECIAL SERVICE DISTRICT PROGRAM.

Sec. 8-41. Purpose and Intent.

The purpose of this article is to protect the public health, safety and welfare by reducing crime within certain districts determined to be high-crime areas and to fairly assess the costs of additional public safety measures against the properties that will benefit directly from them.

Sec. 8-42. Establishment of Public Safety Special Service District Program.

(a) *Program Authorized.* The Public Safety Special Service District Program is hereby established to allow the creation of one or more special districts wherein enhanced public safety services would be provided.

(b) *Creation of Districts by Resolution.* The City Council may, by resolution, establish:

1. The boundaries of each district;
2. The properties included; and
3. The specific services to be provided.

(c) *Initial Priority Corridors.* Due to documented elevated police calls and public safety concerns, the City Council has identified the following areas as priority candidates for potential district creation:

1. Brockett Road Corridor;
2. Montreal Road Corridor; and
3. N. Indian Creek Drive Corridor.

This identification does not limit the authority of the City Council to create additional districts elsewhere.

Sec. 8-43. Annual taxation.

The City may establish, on an annual basis, a special tax millage rate to be levied within any special district pursuant to the procedures prescribed by general law.

Sec. 8-44. Segregation of funds and authorized Public Safety Special District expenditures.

Each special district shall have a dedicated programmatic revenue and expense line items in the city budget and tax revenues collected for the district shall be accounted for separately from other city revenue sources. Special district funds may be used only for district-specific improvements and services specified by the resolution, such as:

1. Police patrols;
2. Real-time camera networks and retention systems;

3. Installation of license plate reader (LPR) systems;
4. Lighting upgrades, wiring, poles, sensors;
5. CPTED improvements—including landscaping, access control, and visibility enhancements;
6. Code enforcement sweeps;
7. Sidewalk, crosswalk, and pedestrian safety enhancements related to public safety;
8. Community violence prevention programs; and
9. Maintenance of public safety infrastructure within the district.

Sec. 8-45. Reserved.

Sec. 8-46. Administration.

(a) For each active public safety special service district, the city manager shall designate the City department(s) responsible for:

1. Police deployment;
2. Public safety infrastructure installation;
3. Code enforcement coordination;
4. Financial administration; and
5. Reporting and oversight.

(b) For each active public safety special service district, the city manager shall prepare and present to the City Council an annual plan including:

1. Budget allocation;
2. Safety priorities;
3. Planned improvements;
4. Deployment schedules; and
5. Progress metrics.

Sec. 8-47. Public Safety Special District Advisory Committees.

(a) *Establishment.* For each active district, the City Council may establish an Advisory Committee comprised of:

1. district property owners or representative(s);
2. tenant or resident representative(s);
3. police department representative(s);

4. code enforcement representative(s);
5. community development representative(s); and/or
6. city manager designee.

(b) *Duties.* Each committee shall:

1. review annual plans and budgets for its district;
2. provide recommendations on district operations;
3. evaluate effectiveness and report findings; and
4. assist in community outreach.

Sec. 8-48. Accountability and reporting.

(a) *Financial Reporting.* Each public safety special district fund must be separately accounted for and audited annually in conjunction with the city's annual regular audit.

(b) *Quarterly report.* For each active district, the chief of police and the city manager shall provide quarterly reports to the city council, to include:

1. district call-for-service data;
2. violent incident trends;
3. public safety improvements installed;
4. expenditures and fund balance; and
5. progress metrics.

Sec. 8-49. Sunset review.

Every third year after the creation of a district, the city council shall conduct a public review of such district to determine whether the district should be continued, discontinued, modified, or consolidated with another district in order to best serve public safety and welfare."

Section 2. The provisions of this ordinance are intended to be severable. Should any court of competent jurisdiction declare any aspect or provision of this ordinance to be invalid, the City Council hereby declares that it would have adopted the ordinance without that provision and the remainder of this ordinance shall remain in full force and effect without such invalid provision.

Section 3. This ordinance shall become effective immediately upon its approval by the City Council and signature by the Mayor.

[signatures on following page]

SO ORDAINED, this _____ day of _____, 2026.

ATTEST:

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

Cynthia Hanson, City Clerk

Beverly H. Burks, Mayor

Approved as to Form:

Stephen Quinn
Stephen G. Quinn, City Attorney



CITY COUNCIL

CITY COUNCIL WORK SESSION

AGENDA ITEM SUMMARY SHEET

MEETING DATE: MAY 26, 2026

Meeting Type	Item No.	Action Type	Public Hearing
City Council	8A	New Business Items	NO

SUBJECT: To discuss Ordinance No. 541 to establish a process by which the City Council, by annual resolution, will set forth the requirements for councilmember-initiated ordinances to amend the City Code to appear on meeting agendas.

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Administration

PURPOSE: To codify the requirement of an annual resolution of Mayor and Council that sets forth the process for council-member initiated ordinances that amend the City Code to appear on City Council meeting agendas.

IMPACT: Provides a consistent course for ordinances that are initiated by Council and that amend the City Code to appear on Council meeting agendas.

FUNDING SOURCE: N/A

RECOMMENDATION:

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND CHAPTER 2, ARTICLE 2 OF THE CITY CODE CONCERNING COUNCIL MEETINGS; TO ESTABLISH A PROCESS BY WHICH THE CITY COUNCIL, BY ANNUAL RESOLUTION, WILL SET FORTH THE REQUIREMENTS FOR COUNCILMEMBER-INITIATED ORDINANCES THAT WOULD AMEND THE CITY CODE TO APPEAR ON WORK SESSION AND REGULAR MEETING AGENDAS.

WHEREAS, City Charter § 2.02(d) provides that “the council may, by ordinance, adopt rules and by-laws to govern the conduct of its business;” and

WHEREAS, proposed ordinances to amend the City Code may involve a substantial investment of resources in terms of staff time and legal engagement to develop the written ordinance for final adoption and the City Council desires to establish a process to ensure that this investment is not made on proposals that do not enjoy a minimum threshold of support; and

WHEREAS, the City Council desires to provide flexibility to each iteration of the Council by providing that the rules for Councilmember-initiated ordinances that would amend the City Code will be set by resolution to be adopted annually or as needed.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON AS FOLLOWS:

SECTION 1. Section 2-35 of the City Code is hereby amended to repeal subsection (a) of Section 2-35 and replace such subsection with the following language:

(a) *Adding items to the agenda in advance:*

1. The city manager may place any business item on the agenda that he or she deems pertinent to the business of the City.
2. *Councilmember-initiated items.* This subsection governs adding items that are councilmember-initiated to a meeting agenda.
 - i. *Items that would not amend the City Code.* In order for councilmembers to place an item that does not involve a proposal to amend the code of ordinances (including, but not limited to, presentations, resolutions and ordinances that do not amend the code) on a council meeting agenda prior to the meeting, one councilmember must sponsor the item, and a second councilmember must affirmatively indicate to the city manager their agreement to have the item placed on the agenda. If such an item is sponsored by the mayor, two councilmembers must affirmatively indicate to the city manager their agreement to have the item placed on the agenda. The councilmember (or mayor) who sponsors an item shall provide any supporting materials that are available at the time of sponsoring the item to

the city manager for the agenda packet and provide all supporting materials to the city clerk by the deadline for inclusion in the agenda packet.

ii. *Ordinances that would amend the City Code.* The city council shall adopt by resolution its procedural rules and requirements for such ordinances to appear on work session or regular meeting agendas. The council should adopt or affirm such resolution annually, but the most recent such resolution shall control until it is repealed and replaced by the council.

3. In the case of work sessions only, each councilmember and the mayor are limited to sponsoring a maximum of two agenda items per meeting for advance placement on the agenda. However, a majority of the council may vote to add an additional item or items sponsored by the same councilmember when adopting the meeting agenda.

4. For continuity, all agenda items on a work session agenda must appear on the immediately following city council meeting agenda.

SECTION 2. This ordinance shall become effective immediately upon its adoption by the City Council and signature of the Mayor. Any ordinance in conflict herewith is hereby repealed.

SO ORDAINED, this _____ day of _____, 2026.

ATTEST:

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

By _____
Cynthia Hanson, City Clerk

Beverly H. Burks, Mayor

Approved as to Form:

Stephen Quinn
Stephen G. Quinn, City Attorney



CITY COUNCIL

CITY COUNCIL WORK SESSION

AGENDA ITEM SUMMARY SHEET

MEETING DATE: MAY 26, 2026

Meeting Type	Item No.	Action Type	Public Hearing
City Council	8B	New Business Items	

SUBJECT: To discuss the City of Clarkston's Partnership with DeKalb County as an Urban County Community Development Block Grant and Home Investment Partnership Grant participant for fiscal years 2027-2029.

PRESENTER CONTACT: ChaQuias Miller-Thornton

PHONE NUMBER: 404-984-8186

DEPARTMENT: Administration

PURPOSE: DeKalb County is in the process of re-qualifying for entitlement status as an Urban County Community Development Block Grant and Home Investment Partnership Grant participant for fiscal years 2027-2029, in accordance with the provisions of Title I, Section 102 (2) (6)(A) of the Housing and Community Development Act for 1974 and the amendments thereto. The City of Clarkston is invited to renew its status as a participant for FY 2027-2029.

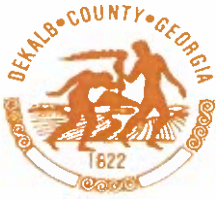
IMPACT: Upon signing the Cooperation Agreement Notification of Intent, DeKalb County will continue to provide the City of Clarkston with consideration to essential community development funding requests. The County will have the final responsibility for selecting activities and annually filing CDBG and HOME grant applications with HUD.

FUNDING SOURCE: The source of Urban Community Development Block Grant

(CDBG) funds is the Federal Government, as appropriated by Congress through the annual Transportation, Housing and Urban Development (THUD) appropriations bills.

The City does not fund the program but may need to provide local match for any city project that is awarded CDBG funds in an amount that does not cover the full cost of the project.

RECOMMENDATION: The Administration recommends approval.



Chief Executive Officer
Lorraine Cochran-Johnson

May 1, 2026

The Honorable Beverly Burks
Mayor, City of Clarkston
736 Park North Blvd, Suite 120
Clarkston, GA 30021-1711

Dear Mayor Burks:

DeKalb County is in the process of re-qualifying for entitlement status as an Urban County Community Development Block Grant and Home Investment Partnership Grant participant for fiscal years 2027-2029, in accordance with the provisions of Title I, Section 102 (2) (6)(A) of the Housing and Community Development Act for 1974 and the amendments thereto. The City of Clarkston is invited to renew its status as a participant for FY 2027-2029.

The City's current Cooperation Agreement with DeKalb County has no specified end date, and your Agreement will automatically be renewed for three years. However, HUD requires that each municipality execute the attached Cooperation Agreement Notification of Intent with the County to indicate their intent to automatically renew or cancel the Agreement at the end of the current qualification period.

Please return the Cooperation Agreement Notification of Intent via email with your electronic signature to DeKalb County Community Development Department no later than Friday, May 29, 2026 to the attention of Grants & Administrative Manager, Byron Campbell at bkcampbell@dekalbcountyga.gov.

Upon signing the Cooperation Agreement Notification of Intent, DeKalb County will continue to provide your City with proper consideration to your request of essential community development needs and proposed activities. The County will have the final responsibility for selecting activities and annually filing CDBG and HOME grant applications with HUD.

However, your City will waive its individual entitlement to CDBG and HOME funds. Additionally, the City of Clarkston will not be eligible to apply for grants under the Small Cities, State CDBG programs or enter into a consortium agreement with any other local entity for funding for the duration of the Agreement.

We welcome your continued participation and look forward to hearing from you. If you have any questions, please contact Allen Mitchell, Director of Community Development, at (404) 969-9921.

Sincerely,


Lorraine Cochran-Johnson
Chief Executive Officer
DeKalb County Government

Attachment

cc: Allen Mitchell, Director of Community Development Department

Board of Commissioners

District 1
Robert Patrick

District 2
Michelle Long Spears

District 3
Nicole Massiah

District 4
Chakira Johnson

District 5
Mereda Davis Johnson

District 6
Edward "Ted" Terry

District 7
LaDena Bolton

DeKalb County 2027-2029 CDBG and HOME Cooperation Agreement Notification of Intent for Participating Municipalities

Municipality: City of Clarkston, Georgia

Date: _____

YES, the incorporated area of the City of Clarkston in DeKalb County, Georgia elects to be included as part of the Urban County designation for DeKalb County for the three-year period January 1, 2027 through December 31, 2029. My signature confirms my understanding that the existing Cooperation Agreement that expires December 31, 2026 will automatically be renewed for the next three-year period and will allow the city to apply for CDBG and HOME funding through DeKalb County.

Beverly Burks, Mayor
City of Clarkston

NO, the incorporated area of the City of Clarkston in DeKalb County, Georgia does not elect to be included as part of the Urban County designation for DeKalb County for the three-year period beginning January 1, 2027 through December 31, 2029 and will apply for grant funding through the Small Cities, State CDBG and HOME Programs or enter into a consortium agreement with other local entities. My signature confirms my understanding that the existing Cooperation Agreement will terminate effective December 31, 2026.

Beverly Burks, Mayor
City of Clarkston

Please return this document with electronic signature by email to the DeKalb County Community Development Department; attention Byron K. Campbell at bkcampbell@dekalbcountyga.gov, no later than Friday, May 29, 2026.



CITY COUNCIL

CITY COUNCIL WORK SESSION

AGENDA ITEM SUMMARY SHEET

MEETING DATE: MAY 26, 2026

Meeting Type	Item No.	Action Type	Public Hearing
City Council	8C	New Business Items	

SUBJECT: To discuss Resolution No. 2026-015 of City Council to Amend the FY2026 General Fund Budget to Establish the Downtown Development Authority Account Category within the City's General Fund.

PRESENTER CONTACT: ChaQuias Miller-Thornton

PHONE NUMBER: 404-984-8186

DEPARTMENT: Finance

PURPOSE: In February 2026, former Chair of the Downtown Development Authority (Dr. Garcia) closed the DDA LLC checking account after resigning from the position of DDA Chair. Official Cashier's Check in the amount of \$33,750.51 was presented to the City and was ultimately deposited into and secured within the City's General Fund. Expenses incurred by the DDA have since been expensed from the City's General Fund, and manually charged against the original deposited amount. To appropriately account for DDA LLC funds, the Administration - in consultation with the DDA Board Treasurer - is presenting 2026 Budget Amendment to the City Council for establishment of DDA related Revenue and Expense Accounts within Department 7500 of the City's General Fund. Being that the DDA's operations are so deeply integrated with the City, the DDA will be blended into the city's financial reports. The proposed method for accounting for the DDA's fund activity provides for this blended reporting. This means that the DDA's financial activity is reported as a specific department or special account within the city's General Fund, rather than as an entirely separate set of statements.

IMPACT: The DDA will be represented as a legally separate but component unit of the City and will be included in the City's financial audit reports. Currently, the DDA's activities are funded by contribution made by the City in the original amount of \$50,000. The City's also subsidizes DDA activity with staff support from the City's Planning and Economic Development Department - with the staff support remaining as employees of the City.

FUNDING SOURCE:

RECOMMENDATION: The Administration/ Finance Departments recommend approval of the Budget Amendment establishing DDA accounts (department 7500) within the City's General Fund 100.

CITY OF CLARKSTON
FY2026 BUDGET AMENDMENT
ESTABLISHMENT OF THE DOWNTOWN DEVELOPMENT AUTHORITY FUND

NAME: **Proposed FY26 Amendment**
FUND: **100**

DATE: **05/21/26**

Amendment Number

Revenues:

Dept.	Account Number	Account Name	Original Budget	Amended Budget	Net Change
	391107	Fund Reserve - DDA	\$ -	\$ 33,751.00	\$ 33,751.00
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -

Expenses:

Dept.	Account Number	Account Name	Original Budget	Amended Budget	Total Change
7500	70-521215	Professional Services	\$ -	\$ 33,751.00	\$ 33,751.00
7500	70-523500	Travel	\$ -	\$ -	\$ -
7500	70-523700	Education and Training	\$ -	\$ -	\$ -
7500	70-523910	Other Misc Expense	\$ -	\$ -	\$ -
				Sum Balance	\$ -

JUSTIFICATION:

Finance Director:	City Manager	Mayor's Approval		City Council
Date: 05/21/2026	Recommend Approval: Yes / No Date:	Date:	Yes / No	Meeting Date: 06/02/2026 Action: City Clerk:

RESOLUTION NO. _____

**A RESOLUTION TO AMEND THE FISCAL YEAR 2026 BUDGET FOR THE
GENERAL FUND OF THE CITY OF CLARKSTON, GEORGIA, ESTABLISHING
DEPARTMENT 7500 DOWNTOWN DEVELOPMENT AUTHORITY, ESTABLISHING
REVENUE AND EXPENSE ACCOUNTS FOR THE DOWNTOWN DEVELOPMENT
AUTHORITY ACTIVITIES, AND FOR VARIOUS OTHER REASONS.**

WHEREAS, the Downtown Development Authority is enabled by and subject to Chapter 36, Title 42-1 of The Code of Georgia, and was activated by resolution of the Clarkston City Council on January 1, 2024; and

WHEREAS, the Downtown Development Authority LLC is a legally separate corporate entity whose activity is deeply integrated with the City of Clarkston; and

WHEREAS, the DDA was created and activated to aid in the revitalization and redevelopment of Clarkston's central business district; and

WHEREAS, both the DDA and Clarkston desire to work collectively in revitalization and redevelopment efforts for and within Clarkston's central business district; and

WHEREAS, pursuant to Intergovernmental Agreement between the Downtown Development Authority of Clarkston and the City of Clarkston, Clarkston paid Fifty Thousand Dollars (\$50,000) to the DDA in 2025; and

WHEREAS, Thirty-three Thousand, Seven Hundred Fifty Dollars, and Fifty-one cents (\$33,750.51) of the original funds paid to the DDA were presented to Clarkston in January 2026 and deposited into the Clarkston's General Fund Treasury Account on February 4, 2026; and

WHEREAS, beginning February 4, 2026 expenditures incurred by the DDA have been expensed from the City's General Fund, and manually charged against the deposited amount; and

WHEREAS, the DDA's activities are funded by the contribution made by Clarkston in the original amount of \$50,000; and

WHEREAS, Clarkston also subsidizes DDA activity with staff support from the Clarkston's Planning and Economic Development Department - with the staff support remaining as employees of the City; and

WHEREAS, Clarkston and the DDA wish to represent the DDA as a legally separate entity with blended operations with the City; and

WHEREAS, Clarkston wishes to include the DDA's activities within the Clarkston FY2026 General Fund Budget and to account for such activity through blended financial reporting; and

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

WHEREAS, the Mayor and City Council of the City of Clarkston have reviewed the Proposed FY 2026 budget amendment as presented by the City Manager; and

WHEREAS, the fund amendment, as presented, is a balanced budgeted transaction, so that anticipated revenues and other financial resources are equal to the proposed expenditures or expenses; and

WHEREAS, the Mayor and City Council wishes to adopt this proposal as an amendment to the fiscal Year 2026 General Fund Budget,.

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

Section 1. That the Fiscal Year 2026 Budget Amendment, attached hereto and incorporated herein as a part of this Resolution is hereby adopted.

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

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

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

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

RESOLVED this _____ day of June 2, 2026.

Beverly M. Burks, Mayor

ATTEST:

Cynthia Hanson, City Clerk



CITY COUNCIL

CITY COUNCIL WORK SESSION

AGENDA ITEM SUMMARY SHEET

MEETING DATE: MAY 26, 2026

Meeting Type	Item No.	Action Type	Public Hearing
City Council	6H	New Business Items	

SUBJECT: To discuss Resolution No. 2026-016 to assign signatories for the City of Clarkston treasury accounts.

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Administration

PURPOSE: To discuss a Resolution of the City of Clarkston to assign signatories for the City of Clarkston treasury accounts and to establish the requirement for a duly approved resolution of Council to open any new account on behalf of the City.

IMPACT:

FUNDING SOURCE:

RECOMMENDATION:

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY OF CLARKSTON, GEORGIA
DESIGNATING SIGNATORIES ON THE CITY'S BANK ACCOUNTS.**

WHEREAS, in the course of the City of Clarkston's ("City") business it establishes relationships with various Financial Institutions for purposes including, but not limited to depository of City funds, borrowing money, or making payments on bonds issued by the City; and

WHEREAS, Financial Institutions with whom the City does business normally require a City resolution designating which City officials are authorized to open bank accounts and to execute checks and other orders for payment of City funds; and

WHEREAS, the City desires its Mayor and Council to be the authorizing authority for opening bank accounts on behalf of the City; and

WHEREAS, the City desires to designate certain City officials to open bank accounts, execute checks and other orders for payment, deposit, or transfer of City funds;

WHEREAS, the City of Clarkston maintains multiple bank accounts at Truist Bank and Wells Fargo Bank and the accounts are generally described as follows:

<u>Fund</u>	<u>Account</u>
100	GENERAL FUND
100	POLICE IT
210	FEDERAL DRUG SEIZURE
211	CITY DRUG SEIZURE
260	ARPA
320	SPLOST REVENUE
320	SPLOST CONSTRUCTION
500	STORMWATER
540	SANITATION
770	AFFORDABLE HOUSING TRUST

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

Section 1. The establishment of new Bank Accounts in addition to those listed above requires duly approved Resolution of the Mayor and City Council.

Section 2. That the City officials listed below are hereby authorized to sign or act on behalf of the City in conformance with this resolution ("Authorized Signatories"):

**City Manager
City Clerk
Finance Director**

Section 3. That the City Manager shall certify to a Financial Institution the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the Authorized Signatories as necessary.

Section 4. That any two (2) Authorized Signatories may endorse all checks, drafts, notes and other items payable to or owned by the City for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and may accept drafts and other items payable at the Financial Institution.

Section 5. That the person occupying the position of **Human Resources Director** with the City is authorized to act as an authorized signatory on behalf of the City in the absence, at the same time, of any two (2) of the Authorized Signatories identified above.

Section 6. That this Resolution shall continue in full force and effect from and after its date of adoption and until express written notice of its rescission or modification has been furnished to and received by a Financial Institution.

SO RESOLVED this _____ day of June 2, 2026.

CITY COUNCIL,
CITY OF CLARKSTON, GEORGIA

Beverly M. Burks, Mayor

ATTEST:

Cynthia Hanson, City Clerk



CITY COUNCIL

CITY COUNCIL WORK SESSION

AGENDA ITEM SUMMARY SHEET

MEETING DATE: MAY 26, 2026

Meeting Type	Item No.	Action Type	Public Hearing
City Council	8E	New Business Items	

SUBJECT: To discuss Acquisition of Police Department Capital Assets/Equipment - SPLOST II Purchase - \$155,036.

PRESENTER CONTACT: ChaQuias Miller-Thornton, Xavier Todd

PHONE NUMBER: 404-984-8186, 404-790-7992

DEPARTMENT: Police Department

PURPOSE: 2023 SPLOST II project approvals included Police Assets/Facilities/Equipment purchases in the amount of \$600,000 (\$200,000 per year). The Police Administration is requesting formal approval of capital asset purchases for 2-2026 Ford Interceptors to include outfitting and graphics, and 4 Motorola APXN70 Radios.

IMPACT: Regular and timely purchase of vehicles serves to ensure that there is vehicle fleet capacity to service the needs of the Police Department patrol and detail functions. Periodically replacing police vehicles is vital to minimize maintenance costs, ensure officer safety, and maintain operational reliability.

FUNDING SOURCE: 2023 SPLOST II

RECOMMENDATION: The Police Administration recommends approval.



Date Monday, May 11, 2026
 State Contract
 Account Manager Lacreitia Howard
 Direct Number 404.274.5524
 Customer CLARSTON POLICE
 Contact XAVIER TODD
 Phone 404.790.7992
 Email XTODD@CITYOFCLARKSTON

VEHICLE		TRADE	
Vehicle	2026 FORD POLICE INTERCEPTOR	Vehicle	
Color	CARB GRAY	Vin	
Stock #	MULTIPLE	Miles	
PRICING		Actual Value	
Vehicle Price	\$53,755.00	Tires	-
Stock Fee	\$0.00	Mileage adjustment	-
Tag/Registration Fee	\$0.00	Mechanical repairs	-
DOC	\$0.00	Brakes	-
Vehicle Selling Price	\$53,755.00	Scratches / Paint	-
Total Upfit	\$0.00	Body Damage / Dents	-
Customer Rebates / GPC	- \$7,650.00	Extra Allowance	+
Difference	\$46,105.00	Allowance	\$0
Taxes 7%	+ \$0.00	FLEETAIL	
Trade Payoff	+ \$0.00	Name	
Maintenance Plan 7 / 100	+ \$1,895.00	Address	
Service Plan 7 / 100	+ \$0.00	Phone	
Shipping Fee	+ \$0.00	Email	
Balance Due (estimate)	\$48,000.00		
Total Quantity	3/2 96,000.00		
Order Total	\$144,000.00		
Notes			
<i>This sales order does not guarantee availability. A purchase order is required to guarantee availability.</i> <i>To take advantage of the significant discounts and price concessions offered, we strongly recommend securing your purchase within the next 5 business days.</i> <i>Pricing is subject to change and availability cannot be guaranteed beyond this timeframe.</i>			

X
 Buyer _____ Date _____

Lacreitia Howard
 Account Manager _____ 5/11/2026



Alabama Upfitters
3046 Eastern Blvd
Montgomery, AL 36116
334-651-5058

Bill of Material (BOM)

2026 FPIU (K8A)

5/12/2026

Customer :	Clarkston PD	PLEASE NOTE THAT THERE WILL BE A 15% OF LABOR CHARGE ON
Address:		
Email:	xtodd@cityofclarkston.com	
Phone:		

Quote Valid for 30 Days

PLEASE MARK COLOR OF BUILD ALL COLORS WILL HAVE FLASHING WHITE UNLESS SPECIFIED OTHERWISE	BLUE		RED		RED/BLUE
---	------	--	-----	--	----------

Part Number	Source	Install	Qty Reqd	Parts Count	Description	Install Location	Agency Price
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PACKAGES

Allegiant Light Bar Package:

ALGT53JX-P3LC	Fed Sig	X	1	Red - Blue - White Front / Amber Rear Allegiant Lightbar	Roof Mounted	\$ 2,003.76
HKB-FPIU20-HP	Fed Sig	X	1	Hook Kit		\$ -
PF200R	Fed Sig	X	1	Pathfinder Siren / LightBar Controller		\$ 1,181.51
ES-100C	Fed Sig	X	1	Siren Speaker	Inside Grille	\$ -
ESBL-FPIU25	Fed Sig	X	1	Speaker Bracket	Inside Grille	\$ -
425-6742	Jotto	X	1	2020+ FPIU Printer Console		\$ 727.38
425-6729	Jotto	X	1	Dual Cupholder		\$ 49.34
425-1849	Jotto	X	1	Side Armrest		\$ 102.47
425-6666	Jotto	X	1	Pathfinder Remote Faceplate		\$ -
425-6701	Jotto	X	1	Power Faceplate (2) 12V and (2) USB Outlets		\$ 88.55
425-0150/4138	Jotto	X	1	Mamba Mount Universal Laptop Stand		\$ 702.08
FREIGHT						\$ 27.50
Labor						\$ 536.25
Allegiant Lightbar Package Total						\$ 5,418.82

Base Lighting Package:

416918-RBW	Fed Sig	X	4	Corner Strobes LED	Headlamp/Taillamp	\$ 333.96
MPS123U-RBW	Fed Sig	X	2	MicroPulse Ultra 12 LED head - low profile	Side Quarter Glass	\$ 339.02
MPSM12U-WIN	Fed Sig	X	2	12 Head Adhesive Mount	Side Quarter Glass	\$ 101.20
MPS63U-RBW	Fed Sig	X	2	MicroPulse Ultra 6 LED head - low profile	Rear Hatch-bottom	\$ 285.89
MPS63U-RBW	Fed Sig	X	2	MicroPulse Ultra 6 LED head - low profile	License Tag	\$ 285.89
MPS63U-RBW	Fed Sig	X	2	MicroPulse Ultra 6 LED head - low profile	Grille	\$ 285.89
Labor						\$ 357.50
Base Lighting Package Total						\$ 1,989.35

Push Bumper:

DFC-PB-FPIU25	Fed Sig	X	1	Push Bumper		\$ 742.01
DFC-TCDF2FT	Fed Sig	X	1	DynaFlare Top Channel		\$ 32.89
DFC-WC-FPIU25	Fed Sig	X	1	DFC Wire Cover		\$ 41.75
MPS63U-RBW	Fed Sig	X	2	MicroPulse Ultra 6 LED head - low profile	Side of Pushbumper	\$ 321.64
DR2-RBW	Fed Sig	X	1	DynaFlare 2FT	Top Channel	\$ 657.53

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Sales Quote

Telephone: 800-845-0045

Sales Quote No.	629632
Customer No.	CLARK

Bill To
CITY OF CLARKSTON CLARKSTON, GA 30021

Ship To
CITY OF CLARKSTON 736 Park North Blvd Ste 120 Clarkston, GA 30021

Contact:
Telephone:
E-mail: AP@CITYOFCLARKSTON.COM;chudson@ci

Contact: Lt G Trumble
Telephone: (404) 292-9465
E-mail: gtrumble@cityofclarkston.com;ap@cityofclarkstc

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
05/20/26	UPS GROUND FREIGHT			PPAY & ADD TO INVOICE	GRAPHICS	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jake Porter			JAKE PORTER-Atlanta		Lt. G Trumble		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	GRAPHICS GRAPHICS FOR VEHICLE Warehouse: ATLA 2025 Design Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days			1,295.0000	1,295.00

Print Date	05/20/26
Print Time	11:57:48 AM
Page No.	1

Subtotal	1,295.00
Freight	0.00
Order Total	1,295.00

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.

Billing Address:
CLARKSTON, CITY OF
3921 CHURCH ST
CLARKSTON, GA 30021
US

Quote Date:05/08/2026
Expiration Date:06/20/2026
Quote Created By:
Jackson Webb
jacksonwebb@callmc.com

End Customer:
CLARKSTON, CITY OF
Xavier Todd
xtodd@cityofclarkston.com
404-292-9465

Contract: 39809 - SOURCEWELL 020625-
MOT
AGREEMENT: STATE OF GEORGIA

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70					
1	H35UCT9PW8AN	PORTABLE RADIO APX N70 7/800 MODEL 4.5	4		\$5,365.00	\$3,166.45	\$12,665.80
1a	H38DA	ADD: SMARTZONE OPERATION	4		\$1,412.00	\$1,030.76	\$4,123.04
1b	Q173CA	ADD: SMARTZONE OMNILINK	4		\$0.00	\$0.00	\$0.00
1c	Q361CD	ADD: P25 9600 BAUD TRUNKING	4		\$353.00	\$257.69	\$1,030.76
1d	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	4		\$607.00	\$443.11	\$1,772.44
1e	QA00580BA	ADD: TDMA OPERATION	4		\$530.00	\$386.90	\$1,547.60
1f	QA09001AM	ADD: WIFI CAPABILITY	4		\$353.00	\$257.69	\$1,030.76
1g	QA08821AA	ALT: 7800 STUBBY 762-870MHZ	4		\$30.60	\$22.34	\$89.36
1h	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE	4		\$0.00	\$0.00	\$0.00
1i	QA08853AA	ADD: CPS ENABLEMENT*	4		\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1j	QA09028AA	ADD: VIQI VC RADIO OPERATION	4		\$0.00	\$0.00	\$0.00
1k	QA05100AA	EHN: STD 1 YR WARRANTY APPLIES	4		\$0.00	\$0.00	\$0.00
1l	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	4		\$0.00	\$0.00	\$0.00
1m	H869DB	SOFTWARE LICENSE ENH: MULTIKEY	4		\$388.00	\$283.24	\$1,132.96
2	PSV01S03059A	APX NEXT PROVISIONING WITH CPS*	1		\$0.00	\$0.00	\$0.00
3	PMNN4816A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION IP68 3200T	4		\$225.50	\$164.62	\$658.48
4	LSV00Q00202A	DEVICE PROGRAMMING	4		\$115.00	\$115.00	\$460.00
5	PMMN4128A	PORTABLE RSM RM780, IP68, 3.5MM JACK, EMER, 2 PROG, VOL CTRL, LARGE	4		\$184.90	\$134.98	\$539.92
6	PMPN4604A	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	4		\$221.64	\$161.80	\$647.20
7	PSV01S02944A	PROVISIONING SUPPORT*	1		\$0.00	\$0.00	\$0.00
8	SSV01S01406A	SMARTCONNECT	4	1 YEAR	\$144.00	\$144.00	\$576.00
Product Services							
9	LSV01Q00387A	ASTRO TECHNICAL ASSISTANCE One hour of Bench Tech time for codeplug template creation	1		\$158.75	\$158.75	\$158.75

Grand Total

\$26,433.07(USD)

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- **Promotions:**

The following promotion(s) have been applied:

* Line #1 - APX N SERIES TRADE-IN PROMO available from 04/06/2026 to 06/20/2026

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
1h	QA09016AA	ENDUSERT = POLICE PROTECTION
1i	QA08853AA	Incomplete
2	PSV01S03059A	Incomplete
7	PSV01S02944A	Incomplete



APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port



connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a “peek-in” device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning (“TKP”), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.

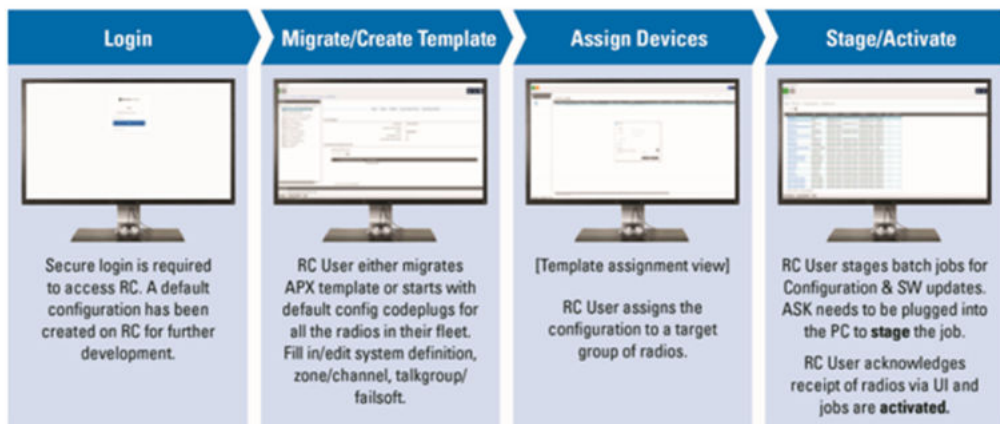


Figure 1: APX N70 Provisioning via Radio Central





Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: JUNE 2, 2026

Meeting Type	Item No.	Action Type	Public Hearing
City Council	9A	New Business Items	YES

SUBJECT: To discuss the 2026 preliminary ad valorem tax digest (no action necessary).

PRESENTER CONTACT: ChaQuias Miller-Thornton

PHONE NUMBER: 404-984-8186

DEPARTMENT: Administration

PURPOSE:

To review the 2026 preliminary digest. To consider the tentative 2026 millage rate for advertising purposes. To discuss digest versus fiscal year 2026 budget comparison.

IMPACT:

The City of Clarkston received Consolidation and Revaluation Report from DeKalb County Tax Assessors Office in preparation for the Fiscal Year (FY) 2026 millage (tax) adoption process. Based on computation of the millage rate using relative digest data, the City Manager's (Administration) and Finance Offices have prepared the attached presentation. The millage rate is the tax rate applied to the assessed value of real estate to calculate annual property taxes. The final adopted millage rate will determine the amount of property tax revenue necessary to fund local government services such

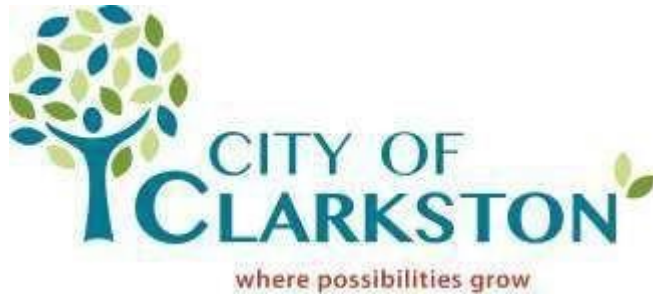
as police, public works, parks and recreation, etc.

FUNDING SOURCE: No funding is required as a result of this item's consideration.

Funding for advertising of the City's tentative millage rate has been appropriated with adoption of the City's FY2026 General Fund Budget.

RECOMMENDATION:

Staff recommends consent/consideration of the proposed **tentative** 2026 millage rate for advertising purposes only. See attached.



Memo

To: Mayor and City Council

From: ChaQuias Thornton, City Manager

Date: May 20, 2026

Re: Ad Valorem Tax/Millage Rate 2026 – Preliminary Digest Review and Tentative Millage Rate Adoption for Advertising Purposes Only

NOTE: **ADMINISTRATIVE SUMMARY AND RECOMMENDATION shown on page 6.**

On 05/15/2026, DeKalb County Tax Assessors Office released preliminary Consolidation and Revaluation Reports to the DeKalb cities as of 05/14/2026. Based on computation of the millage rate using relative digest data, the City Manager's (Administration) Office makes the following presentation:

The Revaluation Report submitted by the County as of 05/15/2025 represents a **1.02%** increase in real property value and a **6.68%** increase in personal property value for 2026. These percentages represent the following digest changes:

- Real Property - +**\$3,952,676**, from **\$389,423,232** in 2025 to **\$393,375,908** in **2026**, and
- Personal Property - +**\$3,657,038**, from **\$15,349,972** in **2025** to **\$19,007,010** in **2026**

In 2025 Clarkston adopted a mil rate of 15.800. The mil rate that will render the same amount of "as billed" revenue in 2026 as billed in 2025, based on current year's valuation of property, is calculated at **15.687 mils**. This rate is known as the **roll back rate**. Please note that this rate is lower than the most recent adopted rate of 15.800. Tables 1.1 and 1.2 shown on page 2 provide the estimated revenue versus budget scenario based on the 05/14/2026 consolidated values at:

- the current mil of 15.800, and
- the roll back rate of 15.687

Memo - Page 1

Table 1.1

Description	5/14/2026					
Taxable Real Property	393,357,668					
Exempt Veterans	0					
Exempt Widows of Veterans	0					
Exempt Seniors	0					
Appeals Differential Value	(35,008,832)					
Real Property Digest	358,348,836					
Taxable Public Utility	7,044,655					
Taxable Motor Vehicle	379,850					
Taxable Personal Property Value	19,007,010					
Estimated Adjustments	-					
Adjusted Value	19,007,010					
		CURRENT RATE		ROLLBACK RATE		
		Rev As Billed 15.800	Revenue at Collection Rate	Rev As Billed 15.687	Revenue at Collection Rate	Adopted Budget
Taxable Digest						
Estimated Taxable RE Digest	358,348,836	5,661,912	4,869,244	5,621,418	4,834,420	5,052,343
Taxable Public Utility	7,044,655	111,306	107,966	110,510	107,194	89,770
Taxable Motor Vehicle	379,850	189,925	189,925	189,925	189,925	220,560
Taxable PP Value	19,007,010	300,311	296,647	298,163	294,525	240,935
Estimated Adjustments	(9,276,105)	(146,562)	(126,044)	(145,514)	(125,142)	
Adjusted Value - Gross Digest	375,504,246	6,116,892	5,337,738	6,074,502	5,300,922	5,603,608
RE Property Rev over/under Budget		513,284	(265,870)	470,894	(302,686)	

Based on previous year's collection summary (unaudited) the City's real property collection rate is 86%.

During adoption of the 2026 budget, total tax revenue for ad valorem style taxes (current year) was budgeted at \$5,603,608. Estimated collection of revenue **at the collection rate of 86%** and at the current mil assessment of **15.800** is \$5,337,738 (**\$265,870 less** than budgeted). Estimated collection of revenue **at the collection rate of 86% and** at the roll back rate of **15.687** mils is \$5,300,922 (**\$302,686 less** than budgeted). **Note: "As billed" expectations do not represent the percentage of billed revenue that, on average, remains uncollected at year-end.**

Summary of the above analysis is shown below.

Table 1.2

Mil Rate	Collections	Estimated Revenue	FY2026 Budget	Over/ Under
Current 15.8	As Billed (100%)	\$ 6,116,892	\$ 5,603,608	\$ 513,284
	Est. Collection (86%)	5,337,738	5,603,608	(265,870)
Rollback 15.687	As Billed (100%)	\$ 6,074,502	\$ 5,603,608	\$ 470,894
	Est. Collection (86%)	5,300,922	5,603,608	(302,686)

With no change in the previously adopted mil rate of 15.800, adoption of the same rate in 2026 will result in a 0.72% property tax increase. However maintaining the current rate or adopting the rollback rate will result in revenue deficit as budgeted. **NOTE:** Any rate above the rollback rate of 15.687 will require advertisement of a tax increase.

Please also note that the current FY2026 budget only accounts for revenues, expenditures and special projects considered at budget adoption. The budget does not include average contingencies (7%) for shortfalls in revenue, unplanned increase in expenditures, unexpected projects, implementation of the compensation study results, or cost of living adjustments.

As shown in Tables 2.1 and 2.2 below, a mil rate of **16.616** is needed to maintain approximate current year ad valorem tax revenue as budgeted, at the "Collection Rate".

Table 2.1

		Rev As Billed 16.616	Revenue at Collection Rate	Adopted Budget	Net Revenue Budget vs Estimated Collections
Estimated Taxable RE Digest	358,348,836	5,954,324	5,120,719	5,052,343	68,376
Taxable Public Utility	7,044,655	117,054	113,542	89,770	23,772
Taxable Motor Vehicle	379,850	189,925	189,925	220,560	(30,635)
Taxable PP Value	19,007,010	315,820	311,967	240,935	71,032
Estimated Adj. - Exemptions M&O	(9,276,105)	(154,132)	(132,553)		
Adjusted Value - Gross Digest	375,504,246	6,422,991	5,603,600	5,603,608	(8)
RE Property Rev over/under Budget		819,383	(8)		

Table 2.2

Mil Rate	Collections	Estimated Revenue	FY2026 Budget	Over/ Under
16.616	As Billed (100%)	\$ 6,422,991	\$ 5,603,608	\$ 819,383
	Est. Collection (86%)	5,603,600	5,603,608	(8)

NOTE: Mil rate adopted at less than **16.616** mills will result in a shortfall in revenues expectancy for the 2026 fiscal year. Any substantial shortfall may warrant extreme budget and/or service cuts.

A **16.616** mil rate results in a **5.92%** tax increase.

LOSS IN VALUE DUE TO APPEALS

NOTE: The scenarios on pages 2 and 3 includes consideration of an average appeals differential value of approximately 8.9%. (Average of loss values 2022-2025)

Loss in values due to appeals - 2022-2025:

2022 \$ 16,067,752 (6%)
 2023 \$ 27,195,246 (7.6%)
 2024 \$ 39,802,914 (11%)
 2025 \$ 42,812,199 (11%)

CONSIDERATION OF COLA AND COMPENSATION STUDY IMPLEMENTATION AS OF JULY 2026

Mayor and Council consented in December 2025 to adopt the FY2026 budget with consideration of Cost of Living Adjustments and Compensation Study Implementation at April 1, 2026. The following represents a consideration for COLA, Compensation Study Implementation as of July 2026, and a Police Department restructuring component..

Est. cost of COLA implementation July 2026 (3%) \$ 52,640
Est. cost of Compensation Study implementation \$ 60,165
Est. cost of 2nd Lieutenant Implementation(Aud-Dec) \$ 38,750
Total Salaries Increase **\$151,555**

\$151,555 plus employer taxes, retirement and group health are estimated at a total of \$189,573

To meet budget expectation, with the implementation of COLA and Compensation Study projections the necessary mil rate will be: **17.200**. A 17.200 mil rate will result in a tax increase of 9.64%. See the table below.

Table 3.1

		Rev As Billed 17.200	Revenue at Collection Rate	Adopted Budget
Estimated Taxable RE Digest	358,348,836	6,163,600	5,300,696	5,052,343
Taxable Public Utility	7,044,655	121,168	117,533	89,700
Taxable Motor Vehicle	379,850	189,925	189,925	220,560
Taxable PP Value	19,007,010	326,959	322,970	240,935
Estimated Adj. - Exemptions M&O	(9,276,105)	(159,549)	(137,212)	189,573
Adjusted Value - Gross Digest	375,504,246	6,642,103	5,793,912	5,793,111
RE Property Rev over/under Budget		848,992	801	

NOTE:

The Administration is recommending organizational structure change for the Clarkston Police Department to include the establishment of a second lieutenant position (Lieutenant – Administrative).

It was observed and confirmed that a majority of the collective command functions had been held in a sole Lieutenant position. When too much responsibility is held in one position a “single point of failure” is created, where an operational bottleneck is formed and the officer is overburdened. Operational effectiveness most often suffers because the single position has to manage many administrative and operational functions like patrol, training, scheduling, evidence and fleet management, investigative supervision, etc. – simultaneously. The observation became confirmed with resignation of the lieutenant position in February 2026. As remedy to this structural issue, the recommendation is made to create a second lieutenant position (Lieutenant – Administration with the police department being divided into two divisions (Uniform Patrol & Support /Administration). The Support and Administration division will consist of CID and Records.

Uniform Patrol will keep its' current rank structure to include (4) Sergeants, but the current Lieutenant position would be assigned strictly to Uniform Patrol and the (4) Sergeants would report to the Uniform Patrol Lieutenant. The Uniform Patrol Lieutenant will also be responsible for the Training Program in the department until manpower will afford the opportunity to dedicate at least two individuals full-time in this role.

ADMINISTRATIVE SUMMARY AND RECOMMENDATIONS

Millage Rate Advertising – Tentative Rate

Any rate advertised at an amount more than the roll back rate of 15.687 mills must be advertised as a tax increase.

The Administration is requesting Council consideration of the rate at which the City will advertise as its **tentative (preliminary)** mil rate for the 2026 tax year. **The final rate is not set to be adopted until June 23rd, 2026.** **NOTE:** The final rate adopted **cannot** exceed the rate advertised.

The Administration recommends **tentative** adoption of a rate of no less than **17.200** mills. This mil rate will fund the current city's general fund budget and allow for Council implementation of Compensation Study Results and 3% COLA increases for employee related salaries beginning July 1. Again, this tentatively approved rate is **NOT** the final adopted rate. This rate is adopted for initial advertising purposes only. A rate equal to or lower than the millage rate advertised can be adopted. The suggested rate for advertising provides for the following:

- Continued review of property tax data presented by the DeKalb County Assessors and Tax Commissioners Offices
- Continued review of digest data versus budget forecasts.
- Continued review of 2026 appeals through final adoption consideration.
- Increased number of required public hearings (3 hearings required) to give official and public opportunity for Mayor and Council to receive stakeholder input.

NOTE: The Administration understands the importance of balancing the administrative and operational needs of the City with consideration for the tax burden that is placed on its real and personal property taxpayers. Please know that during the time between consent of a tentative millage rate for advertising purposes and final adoption of millage rate on June 23rd, 2026, the Administration will work to provide recommendation of the most favorable taxing scenario.

Please see the tentative timeline for adoption of the 2026 millage rate attached.

Please do not hesitate to contact me if you should have questions or concerns regarding the information that is provided within this memorandum.

Thank you,
CMThornton

Reference Notes:

As reference, the following represents the Clarkston millage rate history back to Fiscal Year (FY) 2014:

FY	MILLAGE
2014	21.110
2015	17.110
2016	15.890
2017	15.890
2018	15.890
2019	15.890
2020	15.890
2021	14.890
2022	14.890
2023	13.890
2024	13.890
2025	15.800

Value of 1 mil: 2024 - \$391,768

Value of 1 mil: 2025 - \$404,378

Value of 1 mil: 2026 - \$410,513

The adjusted value of 1 mil in 2026 with estimated 8.9% appeals differential = \$375,504

As estimated the tentative millage rate of 17.200 will result in an increase of 1.513 mils over the rollback rate of 15.687 mils and 1.400 mils above the previously adopted rate of 15.800.

For a home with a fair market value of \$275,000 the increase is estimated at \$189.12.

SB 33 Notes:

Also attached here is SB 33 as presented by the Association of the County Commissioners of Georgia. Senate Bill 33 was signed by Governor Kemp on May 11, 2026.

CONSOLIDATION AND EVALUATION OF DIGEST 2026

COUNTY NAME: DeKalb				COUNTY NO: 44				Sheet # 40 - CITY OF CLARKSTON (34, 34A)				Total Parcel Count: 1,575							
RESIDENTIAL				FOREST LAND CONSERVATION USE				EXEMPT PROPERTY				SUMMARY							
Code	Count	Acres	40% Value	Code	Count	Acres	40% Value	Code	Count	40% Value		PROPERTY CLASS	COUNT	ACRES	ASSESSED VALUE				
R1	1,194		97,648,281	J3	0	0.00	0	E0	0	0		Residential Real	1,317	326.95	126,527,828				
R3	1,284	275.90	28,674,467	J4	0	0.00	0	E1	37	21,111,880		Residential Personal	0		0				
R4	7	8.52	205,080	J5	0	0.00	0	E2	26	4,294,960		Residential Total	1,317	326.95	126,527,828				
R5	0	0.00	0	J6	0	0	0	E3	6	1,093,640		Residential Trans.	0	0.00	0				
R6	0		0	FLPA FAIR MARKET ASMT				E4	0	0		Historic	0	0.00	0				
R9	26	42.53	0	Code	Count	Acres	40% Value	E5	0	0		Agricultural Real	0	0.00	0				
RA	0		0	F3	0	0.00	0	E6	4	2,367,320		Agricultural Personal	0		0				
RB	0		0	F4	0	0.00	0	E7	0	0		Agricultural Total	0	0.00	0				
RF	0		0	F5	0	0.00	0	E8	0	0		Preferential	0	0.00	0				
RI	0		0	F6	0	0	0	E9	1	6,895,040		Conservation Use	0	0.00	0				
RZ	0		0	Total		0	0	TOTAL	74	35,762,840		Environmentally Sen	0	0.00	0				
RESIDENTIALTRANSITIONAL				ENVIRONMENTALLY SENSITIVE				HOMESTEAD & PROPERTY EXEMPTIONS				Commercial Real	159	413.62	219,426,040				
Code	Count	Acres	40% Value	Code	Count	Acres	40% Value	Code	Count	M&O AMOUNT	BOND AMOUNT	Commercial Personal	277		10,384,639				
T1	0		0	W3	0	0.00	0	S1	0	0	0	Commercial Total	436	413.62	229,810,679				
T3	0	0.00	0	W4	0	0.00	0	SC	0	0	0	Industrial Real	25	81.29	47,403,800				
T4	0	0.00	0	W5	0	0.00	0	S3	0	0	0	Industrial Personal	5		8,622,371				
HISTORIC				COMMERCIAL				S4	0	0	0	Industrial Total	30	81.29	56,026,171				
Code	Count	Acres	40% Value	Code	Count	Acres	40% Value	S5	2	210,040	210,040	Forest Lnd Con Use	0	0.00	0				
H1	0		0	C1	135		185,436,573	SD	1	126,526	126,526	Brownfield Property	0	0.00	0				
H3	0	0.00	0	C3	138	91.99	11,121,448	SS	0	0	0	Qualified Timberland	0	0.00	0				
AGRICULTURAL				C4	15	235.07	16,104,019	SE	0	0	0	Real Total	1,501	821.86	393,357,668				
Code	Count	Acres	40% Value	C5	4	86.56	6,764,000	SG	0	0	0	Personal Total	282		19,007,010				
A1	0		0	C9	2	0.00	0	S6	0	0	0	Digest Total	1,783	821.86	412,364,678				
A3	0	0.00	0	CA	0		0	S8	0	0	0	Public Utility	9	0.00	7,044,655				
A4	0	0.00	0	CB	0		0	S9	0	0	0	Motor Vehicle	332		379,850				
A5	0	0.00	0	CF	159		3,081,656	SF	5	6,198,681	6,198,681	Mobile Home							
A6	0		0	CI	115		6,538,740	SA	0	0	0	Timber - 100%	0	0.00	0				
A9	0	0.00	0	CP	3		764,243	SB	0	0	0	Heavy Duty Equip.							
AA	0		0	CZ	0		0	SP	77	180,858	180,858	Gross Digest Total	2,124	821.86	419,789,183				
AB	0		0	INDUSTRIAL				SH	0	0	0	Exemptions-Bonds			6,716,105				
AF	0		0	Code	Count	Acres	40% Value	ST	0	0	0	Net Bond Digest			413,073,078				
AI	0		0	I1	21		40,210,771	SV	0	0	0	Gross Digest Total	2,124	821.86	419,789,183				
AZ	0		0	I3	19	31.24	3,021,270	SJ	0	0	0	Exemptions-M & O			9,276,105				
PREFERENTIAL				I4	6	50.05	4,171,759	SX	0	0	0	Net M & O Digest			410,513,078				
Code	Count	Acres	40% Value	I5	0	0.00	0	SN	0	0	0	TYPE	MILLAGE	ASSESSED	TAX				
P3	0	0.00	0	I9	0	0.00	0	DO NOT USE L1 THRU L9 CODES ON STATE SHEET						VALUE					
P4	0	0.00	0	IA	0		0	L1	0	0	0	M & O	0.015800	410,513,078	6,486,107				
P5	0	0.00	0	IB	0		0	L2	128	2,560,000	0	BOND		413,073,078					
P6	0		0	IF	2		3,099,584	L3	0	0	0	I, Nicole M. Golden, receiver of tax returns in and for said county, do hereby certify that the above and foregoing is a true and correct consolidation of all the tax returns received from the taxpayer (or assessed against defaulters) in said county of DeKalb for the year 2026, and duplicate digests have been made and delivered to the county governing authority and tax collector of said county as required by law.							
CONSERVATION USE				II	1		88,349	L4	0	0	0								
Code	Count	Acres	40% Value	IP	2		5,434,438	L5	0	0	0								
V3	0	0.00	0	IZ	0		0	L6	0	0	0								
V4	0	0.00	0	PUBLIC UTILITY				L7	0	0	0								
V5	0	0.00	0	Code	Count	Acres	40% Value	L8	0	0	0								
V6	0		0	U1	0		0	L9	0	0	0								
BROWNFIELD PROPERTY				U2	9	0.00	7,044,655	L10	0	0	0								
Code	Count	Acres	40% Value	U3	0	0.00	0	L11	0	0	0								
B1	0		0	U4	0	0.00	0	L12	0	0	0								
B3	0	0.00	0	U5	0	0.00	0	L13	0	0	0								
B4	0	0.00	0	U9	0	0.00	0	L14	0	0	0								
B5	0	0.00	0	UA	0		0	L15	0	0	0								
B6	0		0	UB	0		0	L16	0	0	0								
Qualified Timberland				UF	0		0	TOTAL	213	9,276,105	6,716,105	Witness my hand and official signature, this 31st day of July 2026. R.T.R. Tax Commissioner							
Code	Count	Acres	40% Value	UZ	0		0												
Q4	0	0.00	0																
Q5	0	0.00	0																

DEKALB COUNTY TANGIBLE REAL AND PERSONAL PROPERTY VALUE CHANGES 2026
AS OF 05/14/2026

TAX DISTRICT	ROLL	2025 7/31/2025	2026 5/14/2026	CHANGE IN DIGEST	VARIANCE 5/14/2026	GROWTH 5/14/2026	REVALUATION 5/14/2026
UNINCORPORATED (04)	RE	\$23,199,328,957	\$23,152,046,379	-\$47,282,578	-0.20%	\$172,652,148	-\$219,934,726
	PP	\$664,179,093	\$685,436,671	\$21,257,578	3.20%	\$0	\$0
	MH	\$1,373,846	\$1,691,733	\$317,887	23.14%	\$0	\$0
ATLANTA (61)	RE	\$3,953,395,952	\$4,162,184,138	\$208,788,186	5.28%	\$123,973,165	\$84,815,021
	PP	\$44,981,566	\$45,762,257	\$780,691	1.74%	\$0	\$0
	MH	\$0	\$0	\$0		\$0	\$0
AVONDALE (14)	RE	\$433,654,351	\$521,047,287	\$87,392,936	20.15%	\$40,730,240	\$46,662,696
	PP	\$2,482,102	\$2,853,412	\$371,310	14.96%	\$0	\$0
	MH	\$0	\$0	\$0		\$0	\$0
BROOKHAVEN (20)	RE	\$6,630,731,086	\$7,066,441,879	\$435,710,793	6.57%	\$60,025,200	\$375,685,593
	PP	\$116,337,895	\$108,063,737	-\$8,274,158	-7.11%	\$0	\$0
	MH	\$0	\$0	\$0		\$0	\$0
CHAMBLEE (24)	RE	\$2,825,395,995	\$3,066,254,765	\$240,858,770	8.52%	\$52,265,120	\$188,593,650
	PP	\$398,851,710	\$471,584,285	\$72,732,575	18.24%	\$0	\$0
	MH	\$0	\$0	\$0		\$0	\$0
CLARKSTON (34)	RE	\$389,423,232	\$393,357,668	\$3,934,436	1.01%	\$1,005,360	\$2,929,076
	PP	\$15,349,972	\$19,007,010	\$3,657,038	23.82%	\$0	\$0
	MH	\$0	\$0	\$0		\$0	\$0
DECATUR (92)	RE	\$2,774,038,689	\$2,911,823,262	\$137,784,573	4.97%	\$106,374,435	\$31,410,138
	PP	\$22,146,625	\$20,870,664	-\$1,275,961	-5.76%	\$0	\$0
	MH	\$0	\$0	\$0		\$0	\$0
DUNWOODY (50)	RE	\$5,894,865,019	\$6,015,165,852	\$120,300,833	2.04%	\$16,547,920	\$103,752,913
	PP	\$145,795,102	\$146,040,487	\$245,385	0.17%	\$0	\$0
	MH	\$0	\$0	\$0		\$0	\$0
DORAVILLE (44)	RE	\$1,360,114,718	\$1,509,961,507	\$149,846,789	11.02%	\$15,793,200	\$134,053,589
	PP	\$233,833,160	\$222,339,090	-\$11,494,070	-4.92%	\$0	\$0
	MH	\$0	\$0	\$0		\$0	\$0
LITHONIA (54)	RE	\$71,779,261	\$71,073,572	-\$705,689	-0.98%	\$702,560	-\$1,408,249
	PP	\$1,404,016	\$1,520,628	\$116,612	8.31%	\$0	\$0
	MH	\$316,637	\$319,760	\$3,123	0.99%	\$0	\$0
PINE LAKE (74)	RE	\$47,611,322	\$46,464,900	-\$1,146,422	-2.41%	\$184,840	-\$1,331,262
	PP	\$404,430	\$380,738	-\$23,692	-5.86%	\$0	\$0
	MH	\$0	\$0	\$0		\$0	\$0
STONE MTN (84)	RE	\$232,742,982	\$232,380,255	-\$362,727	-0.16%	\$507,680	-\$870,407
	PP	\$4,990,811	\$4,635,372	-\$355,439	-7.12%	\$0	\$0
	MH	\$570	\$1,743	\$1,173	205.79%	\$0	\$1,173
TUCKER (90)	RE	\$3,486,813,909	\$3,693,103,976	\$206,290,067	5.92%	\$13,591,000	\$192,699,067
	PP	\$388,497,048	\$408,012,715	\$19,515,667	5.02%		\$0
	MH						\$0
STONECREST (80)	RE	\$3,154,569,562	\$3,220,501,864	\$65,932,302	2%	\$10,412,428	\$55,519,874
	PP	\$260,272,644	\$257,518,268	-\$2,754,376	-1.06%	\$0	\$0
	MH						\$0

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2026**COUNTY:** 002 - DEKALB**TAXING JURISDICTION:** CLARKSTON**ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW**

DESCRIPTION	2025 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2026 DIGEST
REAL	389,423,232	2,929,076	1,005,360	393,357,668
PERSONAL	21,378,838		4,672,827	26,051,665
MOTOR VEHICLES	464,550		(84,700)	379,850
MOBILE HOMES	0		0	0
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	411,266,620	2,929,076	5,593,487	419,789,183
EXEMPTIONS	7,260,622		2,015,483	9,276,105
NET DIGEST	404,005,998	2,929,076	3,578,004	410,513,078
	(PYD)	(RVA)	(NAG)	(CYD)
2025 MILLAGE RATE: 15.800		2026 MILLAGE RATE: 15.800		

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2025 Net Digest	PYD	404,005,998	
Net Value Added-Reassessment of Existing Real Property	RVA	2,929,076	
Other Net Changes to Taxable Digest	NAG	3,578,004	
2026 Net Digest	CYD	410,513,078	
			(PYD+RVA+NAG)
2025 Millage Rate	PYM	15.800	PYM
Millage Equivalent of Reassessed Value Added	ME	0.113	(RVA/CYD) * PYM
Rollback Millage Rate for 2026	RR - ROLLBACK RATE	15.687	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2026 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

Rollback Millage Rate	15.687
2026 Millage Rate	15.800
Percentage Tax Increase	0.72%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors

Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner

Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2026 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2026 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2026 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2026 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party

Title

Date

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2026**COUNTY:** 002 - DEKALB**TAXING JURISDICTION:** CLARKSTON**ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW**

DESCRIPTION	2025 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2026 DIGEST
REAL	389,423,232	2,929,076	1,005,360	393,357,668
PERSONAL	21,378,838		4,672,827	26,051,665
MOTOR VEHICLES	464,550		(84,700)	379,850
MOBILE HOMES	0		0	0
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	411,266,620	2,929,076	5,593,487	419,789,183
EXEMPTIONS	7,260,622		2,015,483	9,276,105
NET DIGEST	404,005,998	2,929,076	3,578,004	410,513,078
	(PYD)	(RVA)	(NAG)	(CYD)
2025 MILLAGE RATE: 15.800		2026 MILLAGE RATE: 16.616		

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2025 Net Digest	PYD	404,005,998	
Net Value Added-Reassessment of Existing Real Property	RVA	2,929,076	
Other Net Changes to Taxable Digest	NAG	3,578,004	
2026 Net Digest	CYD	410,513,078	
			(PYD+RVA+NAG)
2025 Millage Rate	PYM	15.800	PYM
Millage Equivalent of Reassessed Value Added	ME	0.113	(RVA/CYD) * PYM
Rollback Millage Rate for 2026	RR - ROLLBACK RATE	15.687	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2026 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

Rollback Millage Rate	15.687
2026 Millage Rate	16.616
Percentage Tax Increase	5.92%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors

Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner

Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2026 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2026 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2026 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2026 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party

Title

Date

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2026

COUNTY: 002 - DEKALB

TAXING JURISDICTION: CLARKSTON

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2025 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2026 DIGEST
REAL	389,423,232	2,929,076	1,005,360	393,357,668
PERSONAL	21,378,838		4,672,827	26,051,665
MOTOR VEHICLES	464,550		(84,700)	379,850
MOBILE HOMES	0		0	0
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	411,266,620	2,929,076	5,593,487	419,789,183
EXEMPTIONS	7,260,622		2,015,483	9,276,105
NET DIGEST	404,005,998	2,929,076	3,578,004	410,513,078
	(PYD)	(RVA)	(NAG)	(CYD)
2025 MILLAGE RATE:	15.800		2026 MILLAGE RATE:	17.200

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2025 Net Digest	PYD	404,005,998	
Net Value Added-Reassessment of Existing Real Property	RVA	2,929,076	
Other Net Changes to Taxable Digest	NAG	3,578,004	
2026 Net Digest	CYD	410,513,078	(PYD+RVA+NAG)
2025 Millage Rate	PYM	15.800	PYM
Millage Equivalent of Reassessed Value Added	ME	0.113	(RVA/CYD) * PYM
Rollback Millage Rate for 2026	RR - ROLLBACK RATE	15.687	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2026 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

Rollback Millage Rate	15.687
2026 Millage Rate	17.200
Percentage Tax Increase	9.64%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors

Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner

Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2026 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2026 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2026 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2026 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party

Title

Date

MILLAGE RATE PUBLIC HEARINGS AND ADOPTION SCHEDULE 2026

MAY 27, 2026	9:00AM	Submit 1st Notice of Property Tax Increase to Champion Newspaper for Millage Rate Public Hearings on: • June 16th at 10:00AM • June 16th at 6:30PM • June 23rd at 6:00PM
MAY 27, 2026	9:00AM	Submit 5-Year History of Levy to Champion Newspaper
JUNE 4, 2026	-	1st Notice of Property Tax Increase published in Champion Newspaper for all (3) three Millage Rate Public Hearings & Post 1st Notice of Property Tax Increase on city website
JUNE 4, 2026	-	5-Year History of Levy published in Champion Newspaper & Post on city website
JUNE 4, 2026	8:30AM	Press Release must be issued (<i>emailed</i>) to local media at the same time of the 1st Notice of Property Tax Increase is published in Champion Newspaper
JUNE 3, 2026	9:00AM	Submit 2nd Notice of Property Tax Increase to Champion Newspaper for Millage Rate Public Hearing & Adoption on: • June 23rd at 6:00PM
JUNE 3, 2026	9:00AM	Submit Current Tax Digest and 5-Year History of Levy to Champion Newspaper
JUNE 16, 2026	10:00AM	SPECIAL CALLED CITY COUNCIL MEETING / PUBLIC HEARING - MILLAGE RATE PUBLIC HEARING AT 10:00AM
JUNE 16, 2026	6:30PM	SPECIAL CALLED CITY COUNCIL MEETING / PUBLIC HEARING - MILLAGE RATE PUBLIC HEARING AT 6:30PM
JUNE 11, 2026	-	2nd Notice of Property Tax Increase published in Champion Newspaper for June 26th Millage Rate Public Hearing & Adoption
JUNE 11, 2026	-	Current Tax Digest and 5-Year History of Levy published in Champion Newspaper & Post on city website
JUNE 23, 2026	6:00PM	SPECIAL CALLED CITY COUNCIL MEETING/ PUBLIC HEARING & ADOPTION - MILLAGE RATE PUBLIC HEARING AND ADOPTION AT 6:00PM

SB 33 (HB 1116 / SB 382)

Homeownership Opportunity and Market Equalization Act of
2026 (HOME) Act

As Passed House and Senate

Revised: April 3, 2026

AM 59 0041

Staff Contact: Clint Mueller, Deputy Director | cmueller@accg.org

Summary: SB 33 – As Passed House and Senate (Version - AM 59 0041)

Part I. The HOME Act

Section 1-1: The Homeownership Opportunity and Market Equalization Act of 2026

Part II. Local Homestead Option Sales Tax (LHOST)

Section 2-1: Local Sales Tax Limits

Allows for a new LHOST to be levied as an alternative to the FLOST. This provision does not increase the amount of sales tax which may be levied in a jurisdiction.

Section 2-2: Provisions for the New LHOST

- A. Purpose: Funds dollar-for-dollar tax relief based on local homestead exemptions adopted by local Act and, if available, proportional reductions in applicable millage rates.
- B. Rate and Duration:
 - 1. A rate of 1 percent.
 - 2. The tax may run for up to ten years before renewal.
- C. Eligibility:

Counties and cities, provided that they actually levy and collect property taxes and have the required local Act in place that grants the LHOST homestead exemption.
- D. Enacting the LHOST:

An LHOST commences following the approval of the voters of the county of a local homestead exemption that authorizes the LHOST.

ACCG OFFERS REFERENCE MATERIAL AS A GENERAL SERVICE TO COUNTY OFFICIALS AND STAFF. THIS MATERIAL DOES NOT REPRESENT ANY INTERIM OR FINAL POSITION(S) TO BE TAKEN BY ACCG IN COMPLIANCE WITH ITS POLICY-DEVELOPMENT PROCEDURES. THE INFORMATION PROVIDED HERE DOES NOT ESTABLISH AN ATTORNEY CLIENT RELATIONSHIP AND SHOULD NOT BE INTERPRETED OR USED AS A SUBSTITUTE FOR A LEGAL OPINION FROM THE COUNTY ATTORNEY OR OTHER QUALIFIED COUNSEL.

E. Collection, Remittance, Accounting, Distribution, and Disbursements:

1. Collection and Remittance:

The funds are collected by the state revenue commissioner along with other sales taxes and remitted on a regular basis to the county.

2. Accounting:

The funds are deposited in interest-bearing account held in trust by the county.

3. Distribution / Allocation of Proceeds:

- i. The amount of the funds in the countywide trust account as of August 1 of each year are used to determine the maximum amount of homestead exemption that may be applied throughout the special district to reduce the assessed value for all jurisdictions that have the required local homestead exemption in effect.
- ii. In the event there are excess funds, those funds are distributed throughout the special district to proportionately reduce the millage rates in effect for eligible local governments throughout the special district.

4. Disbursements:

The proceeds are disbursed within 30 days of the jurisdiction's mailing of their tax bills. The amount disbursed is equal to the amount of revenue that was forgone by the jurisdiction due to the homestead exemptions and or reductions actually provided to taxpayers.

Part III. School District Finances

Section 3-1: Provisions related to calculations of QBE for Education Purposes

Section 3-2: Reserve Funds for Local Boards of Education

Increases the maximum allowable balance in reserve funds from 15% to 25%.

ACCG OFFERS REFERENCE MATERIAL AS A GENERAL SERVICE TO COUNTY OFFICIALS AND STAFF. THIS MATERIAL DOES NOT REPRESENT ANY INTERIM OR FINAL POSITION(S) TO BE TAKEN BY ACCG IN COMPLIANCE WITH ITS POLICY-DEVELOPMENT PROCEDURES. THE INFORMATION PROVIDED HERE DOES NOT ESTABLISH AN ATTORNEY CLIENT RELATIONSHIP AND SHOULD NOT BE INTERPRETED OR USED AS A SUBSTITUTE FOR A LEGAL OPINION FROM THE COUNTY ATTORNEY OR OTHER QUALIFIED COUNSEL.

Part IV. Dates Available for to Hold Local Tax Referenda

Section 4-1.

In short, the change from current law is that referenda for local taxes can no longer be held in conjunction with a presidential preference primary. Available options for the local referenda remain as, for all years, the Tuesday after the first Monday each November. Plus, for odd-numbered years, the third Tuesday in March, and for even-numbered years, the date of the general primary (May).

Part V. Eliminating HB 581 Opt-Out; Property Tax Administration Changes

Section 5-1. Mandates HB 581 (Floating Base Year Homestead Exemption) Statewide

A. Eliminates the ability for local governments and local school districts to elect to opt out of the HB 581 (2024) Base Year Floating Homestead Exemption. In short, all jurisdictions that had previously opted-out of the HB 581 exemption are now subject to it, prospectively. The base year is the year prior to the first applicable year of the homestead exemption for that jurisdiction.

B. Makes a handful of revisions to HB 581 to address edge-case scenarios related to property improvements and homeowners becoming re-eligible for the homestead exemption on a given property.

C. In conjunction with SB 566 (2026), revises certain required information for tax billing.

Section 5-2. Deadlines for Municipal and School Tax Officials

This Section establishes a duty and deadline for municipal and school tax officials to review and revise their assessment of property tax returns for their respective jurisdictions. Under current law, these duties fall only on the county board of tax assessors with a deadline of July 15 in most cases.

Section 5-3. No Recourse for Factual Errors in the Digest

Limits the ability to collect taxes owed by taxpayers who improperly receive homestead exemptions. It appears that the local tax official will assume a duty to prove that an improperly allowed homestead exemption was due to an intentional misrepresentation or fraudulent act by the taxpayer, in order to recover any of the improperly received tax benefits.

Part VI. Effective Dates and Applicability

Section 6-1: Effective Date – On Governor's Signature

Section 6-2: General Repealer

ACCG OFFERS REFERENCE MATERIAL AS A GENERAL SERVICE TO COUNTY OFFICIALS AND STAFF. THIS MATERIAL DOES NOT REPRESENT ANY INTERIM OR FINAL POSITION(S) TO BE TAKEN BY ACCG IN COMPLIANCE WITH ITS POLICY-DEVELOPMENT PROCEDURES. THE INFORMATION PROVIDED HERE DOES NOT ESTABLISH AN ATTORNEY CLIENT RELATIONSHIP AND SHOULD NOT BE INTERPRETED OR USED AS A SUBSTITUTE FOR A LEGAL OPINION FROM THE COUNTY ATTORNEY OR OTHER QUALIFIED COUNSEL.



CITY COUNCIL

CITY COUNCIL WORK SESSION

AGENDA ITEM SUMMARY SHEET

MEETING DATE: MAY 26, 2026

Meeting Type	Item No.	Action Type	Public Hearing
City Council	9B	New Business Items	

SUBJECT: To discuss Resolution No. 2026-013 to establish requirements for councilmember-initiated ordinances that would amend the City Code.

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Administration

PURPOSE: Annually, City Council will consider, by resolution, a process for council-initiated ordinances that amend City Code to appear on Council meeting agendas.

IMPACT: To provide a consistent process for council-initiated ordinance that amend City Code to appear on Council meeting agendas.

FUNDING SOURCE: N/A

RECOMMENDATION:

RESOLUTION NO. _____

A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO ESTABLISH PROCEDURAL RULES AND REQUIREMENTS FOR COUNCILMEMBER-INITIATED ORDINANCES THAT PROPOSE TO AMEND THE CITY’S CODE OF ORDINANCES.

WHEREAS, City Code Section 2-35(a)(2)(ii) provides that the City Council shall enact by resolution its procedural rules and requirements for Councilmember-initiated ordinances that would amend the City Code to appear on Council meeting agendas for discussion and action; and

WHEREAS, proposed ordinances to amend the City Code may involve a substantial investment of resources in terms of staff time and legal engagement to develop the written ordinance for final adoption and the City Council desires to establish a process to ensure that this investment is not made on proposals that do not enjoy a minimum threshold of support; and

WHEREAS, depending on the specific nature of a proposal, the Council may desire to refer the matter to a committee for investigation and reporting to the Council before directing City staff and the city attorney to develop an ordinance document.

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

1. When a councilmember (or the mayor) proposes an amendment to the City Code, such councilmember shall complete the form attached to this resolution and provide the completed form to all fellow councilmembers, the mayor, the city manager, the city clerk and the city attorney.
2. If two councilmembers (excluding the mayor) indicate in writing their concurrence for the proposed amendment to the City Code to appear on a work session agenda for its initial appearance, then the item shall be placed on the next work session agenda for which the deadline to submit items established by the city manager has not passed.
3. During the initial appearance at a work session, the sponsor of the proposal to amend the City Code shall have the opportunity to present an outline of the proposal and how it would benefit the community or is otherwise desirable and the entire council will have the opportunity to discuss the matter. The only written supporting documents at the initial work session appearance of such a proposal will be the form completed by the legislation’s sponsor (see #1 above) and a copy of the existing portions of the City Code that are relevant to the proposed legislation.
4. The proposed legislation will not be brought to a vote at the regular meeting immediately following its work session initial appearance, but the council may take any of the following actions by majority vote:

- a. Direct staff and/or the city attorney to prepare a written ordinance to give effect to the proposed legislation (with such caveats and direction as a majority of the council may deem appropriate) to be presented at a future work session before proceeding to a regular meeting for a vote on the legislation; or
- b. Create an *ad hoc* committee for the purpose of studying the subject of the proposed legislation and refer the proposed legislation to such committee to study the matter and make a recommendation back to the city council by a date certain; or
- c. Reject the proposed legislation so that it will not appear on a future agenda as proposed.

SO RESOLVED, this ____ day of _____, 2026.

**CITY COUNCIL
CITY OF CLARKSTON, GEORGIA**

Beverly H. Burks, Mayor

ATTEST:

Cynthia Hanson, City Clerk

Approved as to Form:

Stephen Quinn
Stephen G. Quinn, City Attorney

**CITY OF CLARKSTON
PROPOSED AMENDMENT TO THE CITY CODE**

1) Describe the proposed legislation in one or two sentences:

2) Describe the purpose/intent of the proposed legislation in one paragraph:

3) Identify each chapter/section of the City Code that you believe will be impacted by the proposed legislation:

4) Attach any supporting materials that you deem pertinent (optional).

Sponsored by: _____

Mayor or Councilmember Name

date



CITY OF CLARKSTON

ITEM NO: 9C

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Review/Discussion

MEETING DATE: May 26, 2026

SUBJECT: Present to City Council and Mayor the Civil Engineering Technical and Fee Proposal for the development of concept plans and set of biddable construction plans for the conversion of the Milam Park grass football field to a multi-purpose recreational field

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: YES ☒ NO
Pages: 21

INFORMATION CONTACT: Larry Kaiser, PE
PHONE NUMBER: 404-909-5619

PURPOSE: Present staff recommendation for the selection of the highest ranked civil engineering firm to prepare concept plans and a biddable set of construction plans for the conversion of the Milam Park grass football field to a multi-purpose recreational field.

NEED/ IMPACT: The cost to perform the planning and engineering tasks is included in the Recreational Project Category of the SPLOST II Program.

PROJECT DETAILS: This project is identified in the Parks Master Plan Report. The design and construction plan development was identified as a city-funded required task in the CDBG grant (construction phase funding) that was submitted to DeKalb County in April.

The City received technical and fee proposals from the following civil engineering firms:

- STANTEC - \$180,500
- FORESITE GROUP - \$196,200

The City Manager, Parks & Recreation Director and City Engineer evaluated the proposal submittals and ranked the proposals based on the criteria set forth in the RFP. The highest ranked firm was identified as FORESITE GROUP. The FORESITE GROUP scope of work was negotiated to re-allocate 50% of the consulting hours for the PIOH task to the “owners contingency” task. The negotiated fee and work scope are attached including the draft Agreement.

Next Steps

If Council and Mayor concurs with the administration and staff recommendation, the FORESITE GROUP will be issued a NTP with a deadline to complete all engineering tasks in the contract by December 1, 2026. This date coincides with the deadline provided in the CDBG grant application to ensure that the CDBG grant for the construction phase, if awarded, can be completed by August 2027. Refer to the attached CDBG grant submittal.

Attachment(s): Draft Contract (requires S. Quinn to approve)
Highest Ranked technical & fee proposal
CDBG grant submittal

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT (“Agreement” or “Contract”) is entered into this ____ day of 20____ by and between **FORESITE GROUP, LLC** (“CONSULTANT”), a Georgia limited liability company, 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 professional civil engineering services for the development of engineering site plans, a biddable set of construction plans, specifications and related professional services for the conversion of an under-utilized grass field at Milam Park to a multi-purpose recreational field, as more fully described in the CONSULTANT Services Agreement and associated Exhibits; 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:

1. Engagement of CONSULTANT

- (a) CONSULTANT submitted a technical and fee proposal, addendum acknowledgement and associated documents (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) 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 agrees that all of the work to be performed by CONSULTANT under or pursuant to this Agreement shall be done (i.) with the Standard of Care ordinarily provided by competent 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 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) 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.
- (f) CONSULTANT Final (negotiated) Scope of Work and Fee (negotiated is based on the CITY issued Request for Proposal dated May 5, 2026 attached as Exhibit E.

2. **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.
3. **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

4. **Compensation.** The CITY agrees to pay the CONSULTANT for all fees and expenses for all Services in an amount **not to exceed One Hundred Ninety-Six Thousand and Two Hundred Dollars (\$196,200)** as set forth in Exhibit C. This contract amount of \$196,200 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, person-hours, rate per hour, and labor classifications on a per task basis.

5. **Project Schedule and Deliverable Dates.** Exhibit D reflects the various tasks and services to be delivered including the deadline for City approved concept plan development and approved biddable plan set. 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. Final deliverables shall be provided to the City by no later than December 1, 2026. Any changes in milestone deliverables or final deliverables shall be submitted to the CITY by the CONSULTANT with specifics details justifying schedule modifications. The CITY shall review the request (s) and issue a decision.

6. **Appropriation of Funds.** The City has appropriated sufficient funding to fund the cost of the Civil Engineering Design Services described herein.

7. **Merger Clause.** This written agreement, which includes Exhibit A - the CONSULTANTS Proposal and associated documents, Exhibit B – Scope of Work (negotiated Scope of Work), Exhibit C – Negotiated CONSULTANT Fees, Exhibit D – Project Schedule, and Exhibit E – City Request for Proposal dated May 5, 2026, constitutes the entire Agreement of the parties. No other promises or consideration are a part of this Agreement.

8. **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.

9. **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.
10. **Assignment.** The CONSULTYANT 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.
11. **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.
12. **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.
13. **Term of Agreement.** This agreement commences on the date first written above and will expire on December 1, 2026, unless terminated sooner as provided for herein.

14. 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.

- 15. 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.

16. **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.
17. **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
18. **CITY Not Obligated to Third Parties.** CITY shall not be obligated or liable hereunder to any party other than the CONSULTANT.
19. **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.
20. **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.

The indemnification under this section shall include CONSULTANT's obligation to proportionally reimburse 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.

21. **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 Sub-CONSULTANTS. 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, during completion of the Services.

22. **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.
23. **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.
24. **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.
25. **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

26. 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.
27. **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.
28. **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.
29. **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.
30. **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
736 Park North Boulevard
Suite 120
City of Clarkston, Georgia 30321
ATTN: Mayor Beverly H. Burks

If to the CONSULTANT:

Foresite Group, LLC
3740 Davinci Ct., Suite 100
Peachtree Corners, GA 30092
ATTN: Anthony Pappas, RLA, ASLA, CLARB

31. **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.

32. **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.
33. **Cooperation with Government Requirements.** CONSULTANT will be required to satisfy all local and state requirements pertaining to this project.
34. **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.

35. **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.
36. **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.
37. **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.
38. **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

FORESITE GROUP

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

GENERAL PROJECT APPROACH

Our approach to the Milam Park project is centered around staying organized, communicating clearly, and keeping things moving. We understand this is a fairly fast-paced project with a defined schedule, so our focus is on being proactive, responsive, and easy to work with from start to finish. We will lead the project with a single point of contact who is responsible for coordinating the full team and keeping communication flowing with the City of Clarkston. We will manage subconsultants, track progress against the schedule, and provide regular updates so there are no surprises. Bi-weekly check-ins, clear meeting notes, and consistent follow-up will keep the project aligned and moving forward.

PROJECT DURATION

Based upon the draft schedule developed, we anticipate the project to have a contractual length of **223 days for pre-design, design, and permitting**. We anticipate the project bidding and construction duration to last 198 days.

PROJECT TEAM

FORESITE GROUP - PRIME CONSULTANT

POINT OF CONTACT: Anthony Pappas, RLA | apappas@fg-inc.net | 770.368.1399

Main project office/Headquarters: 3740 Davinci Court, Suite 100, Peachtree Corners, GA 30092

Staffing (main project office): 66 Associates | Staffing (firm-wide): 170 Associates

Role: Lead Consultant, Civil Engineering, Landscape Architecture

MULTIPLEX - SUBCONSULTANT

Main project office/Headquarters: 3505 Koger Blvd, Suite 210, Duluth, GA 30096

Role: Civil Engineering

PROFESSIONAL LAND SURVEYORS (PLS) - SUBCONSULTANT

Main project office/Headquarters: 317 Grassdale Road, Cartersville, GA 30120

Role: Surveying

CUMBERLAND ENGINEERING CONSULTANTS - SUBCONSULTANT

Main project office/Headquarters: 327 Cumberland Avenue, Dallas, GA 30157

Role: Geotechnical Engineering

SPECIFIC PROJECT APPROACH

TASK 1 – PROJECT MANAGEMENT

Foresite Group will complete the following:

1. Conduct a kick-off meeting with the City in the field to review the site conditions, scope of the project, and schedule.
2. Schedule and conduct meetings as outlined in the RFP.
3. Prepare materials and participate in one City Council Meeting.
4. Prepare materials and participate in one Public Information Open House meeting.
5. Coordinate various members of the prime consultant team.
6. Provide monthly status reports

Deliverables:

- *Meeting memos*
- *Exhibits/maps for meetings*
- *Schedule*

TASK 2 – CONCEPTUAL SITE PLANNING

Foresite Group will complete the following:

1. Phase 1 Concept Development:
 - a. Develop two (2) concept plans for phase 1 based on the scope defined by the City.
 - b. Develop a probable estimate of construction costs document utilizing task descriptions as unit prices for each of the two (2) concept plans for phase 1.
 - c. Meet with City to review draft concept plans and probable estimates of construction costs for phase 1.
 - d. Incorporate City comments into one final revised concept plan and probable estimate of construction costs for phase 1.
 - e. Included are up to a maximum of (3) plan revisions by city staff for selected phase 1 concept plan and probable estimate of construction costs.
2. Phase 2 Concept Development:
 - a. Develop two (2) concept plans for phase 2 based on the scope defined by the City, including the elements of the final phase 1 concept and all future uses such as track and field and others defined by the City.
 - b. Develop a probable estimate of construction costs document utilizing task descriptions as unit prices for each of the two (2) concept plans for phase 2.
 - c. Meet with City to review draft concept plans and probable estimates of construction costs for phase 2.
 - d. Incorporate City comments into one final revised concept plan and probable estimate of construction costs for phase 1.
 - e. Included are up to a maximum of (3) plan revisions by city staff for selected phase 2 concept plan and probable estimate of construction costs.

Deliverables:

- *PDF of draft concept plans*
- *PDF of final Phase 1 and Phase 2 concept plans*
- *PDF of probable estimates of construction costs*

TASK 3A – TOPOGRAPHIC AND UNDERGROUND UTILITY SURVEY

A subconsultant of Foresite Group will provide the following:

PLS, will provide a topographic survey of the above referenced property. The total area to be topographically surveyed after accounting for an overlap onto adjacent properties and rights of way is approximately 15.2-acres. A survey of the delineated area will be completed to locate all visible improvements and topographic features including but not limited to buildings, curbs, walks, driveways, fences, sewer, and storm drainage. Underground utilities will be shown based upon markings placed by an 811 locate unless private utility locate requested.

Deliverables:

- *PDF and DWG file of survey*

TASK 3B – GEOTECHNICAL REPORT

A subconsultant of Foresite Group will provide the following:

Cumberland Engineering will provide a total of 4 infiltration tests in areas utilizing runoff reduction.

Deliverables:

- *PDF of geotechnical report*

TASK 4 – 30% PLANS

Foresite Group will complete the following:

1. Organize material product specification sample review between the City and turf vendors.
2. Organize a site visit to review a local sports field(s) turf sample if desired.
3. Provide material product specifications- site furnishings and scoreboard product recommendations and review with Client for feedback.
4. Revise recommendations based on feedback.
5. Prepare 30% level (schematic design) construction plans. The schematic design plans will include the following drawings:
 - a) Cover Sheet
 - b) Existing Conditions Plan
 - c) Demolition Plan
 - d) Staking Plan
 - e) Grading and Drainage Plan
 - f) Construction Details
 - g) Tree Protection and Landscape Plan
6. Prepare preliminary hydrology study model.
7. Prepare an updated opinion of probable cost.
8. Incorporate Client comments.

Deliverables:

- *PDF of schematic design plans*
- *PDF of preliminary hydrology model*
- *PDF of updated opinion of probable cost*
- *Material product specifications*

TASK 5 – 90% PLANS

Foresite Group will complete the following:

1. Prepare 90% level (design development) construction plans. The design development will include the following drawings:
 - a) Cover Sheet
 - b) Existing Conditions Plan
 - c) Demolition Plan
 - d) Staking Plan
 - e) Grading and Drainage Plan
 - f) Utility Plan
 - g) Construction Details
 - h) Stormwater Management Details
 - i) Stormwater Management Profiles
 - j) Erosion Control Notes
 - k) Three-Phase Erosion Control Plans
 - l) Erosion Control Details
 - m) Tree Protection and Landscape Plan and Details
 - n) Site Electrical Plan
 - o) Irrigation Plans and Details
2. Prepare an updated cost estimate for the design development plans.
3. Meet with the Client to review the design development level plans and cost estimate.
4. Incorporate Clients comments into the design.

Deliverables:

- *PDF of design development plans*
- *PDF of design development cost estimate*
- *Material product specifications*

TASK 6 – 100% PLANS, PERMITTING AND SPECIFICATIONS***Foresite Group will complete the following:***

1. Prepare 100% level construction plans and specifications to the Client for final review. The construction plan set will include the following drawings:
 - a) Cover Sheet
 - b) Existing Conditions Plan
 - c) Demolition Plan
 - d) Staking Plan
 - e) Grading and Drainage Plan
 - f) Construction Details
 - g) Utility Plan
 - h) Stormwater Management Details
 - i) Stormwater Management Profiles
 - j) Erosion Control Notes
 - k) Three-Phase Erosion Control Plans
 - l) Erosion Control Details
 - m) Site Electrical Plans
 - n) Tree Protection and Landscape Plan and Details
 - o) Irrigation Plans and Details
2. Update the cost estimate based on the 100% construction plans.
3. Complete the hydrology report.
4. Meet with the Client to review the construction documents and updated cost estimate.
5. Submit plans to City of Clarkston Planning and Development for review.
6. Revise plans in response to City of Clarkston comments.
7. Prepare specifications.

Deliverables:

- *PDF of construction plans*
- *PDF of updated opinion of probable cost*
- *PDF of specifications*
- *Material product specifications*
- *Hydrology report*

TASK 7 – PUBLIC INVOLVEMENT***Foresite Group will complete the following:***

1. Prepare materials and participate in one Public Information Open House meeting.
2. Attend Public Information Open House meeting and present summary of project and address any questions.

Deliverables:

- *Exhibits/maps for meetings*

TASK 8 – CONTINGENCY TASK (OWNER REQUESTED HOURLY NTE)***Foresite Group will complete the following:***

1. Develop additional revisions, attend meetings, or provide support for any City requests related to the project on an as-requested hourly not-to-exceed basis.

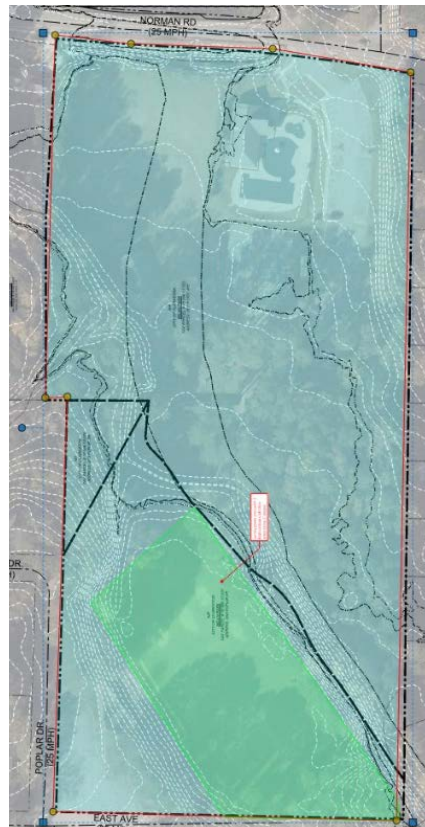
ADDITIONAL SERVICES – NOT INCLUDED IN SCOPE

1. Traffic study and traffic counts
2. Electrical and Lighting Design
3. EPD buffer variance
4. Floodplain mitigation
5. Streambank restoration
6. MSE wall design
7. Private utility design
8. Offsite water main extension design
9. LEED Certification
10. Custom site signage design
11. Photometric testing
12. Bidding assistance
13. Construction administration assistance

PROJECT ASSUMPTIONS

1. Limits of survey for 1' contours versus 2' contours are defined in Exhibit 'A'.
2. No state waters buffer variance or US Army Corps of Engineer permitting will be required.
3. Water connections are available within 100' of the property.
4. Wetland delineation is not included within this scope.
5. "Task 5 - Material Product Specifications" - we have a great deal of experience on. This task has been absorbed into the design task
6. No rezoning or buffer variances are anticipated.
7. The fees included herein are good for 3 months from date of proposal.
8. Permitting fees will be paid by the Client.
9. Photometric tests are not included in the scope.

EXHIBIT 'A' LIMITS OF SURVEY





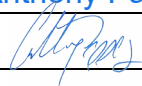
Form of Proposal

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	Foresite Group, LLC
Address	3740 Davinci Ct, Suite 100
City, State, Zip	Peachtree Corners, GA 30092
Phone	770.368.1399
Email	apappas@fg-inc.net
Website	www.foresitegroup.net
Print/Type Name	Anthony Pappas
Signature	
Title	Senior Project Manager
Date	5/18/26

COST PROPOSAL

Bidding Company: **Foresite Group, LLC**

Company Rep: Anthony Pappas

Project Name: **Milam Park Football Field Conversation**

[illegible]

SIGNATURE:  DATE: 5/18/2026

FEES ARE NEGOTIABLE. SEE ATTACHED SHEET FOR FURTHER BREAKDOWN BY ANTICIPATED HOURS. TOTAL MAY BE REDUCED BY REDUCING SIZE OF REQUIRED TREE CALIPER FOR SURVEY.

DETAILED COST PROPOSAL

TASK 1	PROJECT MANAGEMENT			
	BILLING CATEGORY	HOURS	RATES	FEE
	Principal-in-Charge	2	\$220.00	\$440.00
	Project Manager	132	\$160.00	\$21,120.00
	Licensed Civil Engineer	50	\$150.00	\$7,500.00
	Clerical	1	\$85.00	\$85.00
	Reimbursables			\$295.00
			SUBTOTAL:	\$29,000.00

TASK 2	CONCEPT PLAN			
	BILLING CATEGORY	HOURS	RATES	FEE
	Principal-in-Charge	1	\$220.00	\$220.00
	Project Manager	40	\$160.00	\$6,400.00
	Licensed Civil Engineer	40	\$150.00	\$6,000.00
	Unlicensed Civil Engineer	20	\$110.00	\$2,200.00
	Licensed Landscape Architect	40	\$140.00	\$5,600.00
	Unlicensed Landscape Architect	28	\$110.00	\$3,080.00
	Clerical	2	\$85.00	\$170.00
	Reimbursables			\$330.00
			SUBTOTAL:	\$24,000.00

TASK 3	SURVEY AND GEOTECHNICAL			
	BILLING CATEGORY	HOURS	RATES	FEE
	Project Manager	14	\$160.00	\$2,240.00
	Licensed Surveyor	60	\$150.00	\$9,000.00
	Unlicensed Surveyor	109	\$110.00	\$11,990.00
	Two Person Crew	40	\$140.00	\$5,600.00
	Geotechnical	20	\$175.00	\$3,500.00
	Clerical	6	\$85.00	\$510.00
	Reimbursables			\$360.00
			SUBTOTAL:	\$33,200.00

TASK 4	30% PLANS			
	BILLING CATEGORY	HOURS	RATES	FEE
	Principal-in-Charge	2	\$220.00	\$440.00
	Project Manager	18	\$160.00	\$2,880.00
	Licensed Civil Engineer	60	\$150.00	\$9,000.00
	Unlicensed Civil Engineer	60	\$110.00	\$6,600.00
	Licensed Landscape Architect	6	\$140.00	\$840.00
	Unlicensed Landscape Architect	6	\$110.00	\$660.00
	Clerical	4	\$85.00	\$340.00
	Reimbursables			\$240.00
			SUBTOTAL:	\$21,000.00

TASK 5	90% PLANS			
	BILLING CATEGORY	HOURS	RATES	FEE
	Principal-in-Charge	6	\$220.00	\$1,320.00
	Project Manager	50	\$160.00	\$8,000.00
	Licensed Civil Engineer	120	\$150.00	\$18,000.00
	Unlicensed Civil Engineer	170	\$110.00	\$18,700.00
	Licensed Landscape Architect	18	\$140.00	\$2,520.00
	Unlicensed Landscape Architect	12	\$110.00	\$1,320.00
	Irrigation Designer	60	\$105.00	\$6,300.00
	Clerical	4	\$85.00	\$340.00
	Reimbursables			\$500.00
			SUBTOTAL:	\$57,000.00

TASK 6	100% PLANS, PERMITTING AND SPECIFICATIONS			
	BILLING CATEGORY	HOURS	RATES	FEE
	Principal-in-Charge	2	\$220.00	\$440.00
	Project Manager	34	\$160.00	\$5,440.00
	Licensed Civil Engineer	55	\$150.00	\$8,250.00
	Unlicensed Civil Engineer	40	\$110.00	\$4,400.00
	Licensed Landscape Architect	8	\$140.00	\$1,120.00
	Unlicensed Landscape Architect	12	\$110.00	\$1,320.00
	Irrigation Designer	4	\$105.00	\$420.00
	Clerical	4	\$85.00	\$340.00
	Reimbursables			\$270.00
			SUBTOTAL:	\$22,000.00

TASK 7	PUBLIC INVOLVEMENT			
	BILLING CATEGORY	HOURS	RATES	FEE
	Principal-in-Charge	1	\$220.00	\$220.00
	Project Manager	15	\$160.00	\$2,400.00
	Licensed Civil Engineer	8	\$150.00	\$1,200.00
	Unlicensed Civil Engineer	5	\$110.00	\$550.00
	Unlicensed Landscape Architect	4	\$110.00	\$440.00
	Clerical	1	\$85.00	\$85.00
	Reimbursables			\$105.00
			SUBTOTAL:	\$5,000.00

TASK 8	OWNER'S CONTINGENCY			
	Owner's Contingency			\$5,000.00
			SUBTOTAL:	\$5,000.00

TOTAL:	\$196,200.00
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Beverly H. Burks, **Mayor**

City Council

Debra Johnson, Vice Mayor

Sharifa Adde

Lynne Bayonne

Yterenickia Bell

Dean Moore

Mark Perkins

ChaQuias Miller-Thornton, City Manager

April 6, 2026

Director Allen Mitchell
DeKalb Community Development
178 Sams Street, Decatur, GA 30303
Email: bhcamp@dekalbcountyga.gov

RE: Community Development Block Grant Submittal – 2026 Application
Provide Accessibility to High Quality Recreational Facilities

Dear Mr. Mitchell:

On behalf of the Clarkston City Council and Mayor Burks, I am pleased to submit the attached City of Clarkston 2026 Community Development Block Grant Block Grant request for your consideration.

Clarkston (“the City”) understands the significant value that the CDBG grant program brings to a community. The City was a 2011 grant recipient when council received partial funding to construct the Milam Park Aquatic Center. This seed funding allowed the city to build a facility that has proven to be a valuable community asset for all residents to enjoy. The City followed up with a grant application and received funding in 2017 for sidewalk connectivity - which included crosswalks and ADA installations where none existed on the well-traveled eastern end of East Ponce de Leon Ave.

The Project

The City has carefully chosen the attached project for your consideration. There are several CDBG grant eligible project opportunities in the City but, after much consideration, the City Administration believes the conversion of an under-utilized grass field at Milam Park to a multi-purpose field would be viewed favorably by your selection committee.

The existing grass field has served a variety of recreational uses over the past several decades but due to poor infrastructure - such as drainage, lighting, inadequate field dimensions for various sporting events and high maintenance of the grass surface, the full potential of the field has never been fully realized.

The City has completed Phase I of this sports field upgrade with the recent installation of sports field stadium light towers – an investment of \$180,000. Phase II includes the City contracting with a civil engineering firm to perform site engineering, surveying, construction plan development and specifications for the field delineation/layout, grading, field drainage, synthetic grass and associated infrastructure. The estimated cost for the civil engineering task is between \$100,000 and \$130,000. Funding for the engineering has been identified and approved by City Council as a SPLOST II project. An engineering firm is expected to be under contract by mid-summer with all deliverables available to the city for advertising to-bid for contracting services by the fall of 2026, or as soon as the CDBG process

will allow. In addition to the inclusion of language required by the Program, the bid package will include a required completion date of August 2027.

Estimate of Construction Costs

The Probable Estimate of Construction Cost is \$1,129,495. Refer to Exhibit C. This phase includes all costs associated with the construction of a multi-purpose field. The recreational uses will include public access youth recreational programs for football and soccer. Exhibit A provides a location plan of the future multi-purpose field including the overall Milam Park facility. A draft Invitation-to-Bid package and a scope of work are attached as Exhibit B.

Funding Request

The 2026 CDBG funding request is for \$700,000 to accomplish Phase III.

Future Phase

Phase IV, which will be undertaken in later years, will include public access to future tracks that will offer opportunities for jogging, sprinting, and field events for all fitness levels, including other specialized youth programs. It is to be noted that the public use for Phase III is not dependent on Phase IV completion. Phase III is a standalone project and is master-planned as such. It should be noted that the City is within a few weeks of completing its first city-wide Parks Master Plan and this plan clearly identifies community interest in the project identified herein. The Interim Plan, attached as Exhibit D, identifies the need for this project on pages 92 and 93.

Conclusion

The project, described in the attached documents, will have a significant and positive impact to that sector of the community where social and physical barriers to physical activity exists in Clarkston and nearby communities. With Clarkston's median income being \$48,654, the project will benefit and serve low to moderate income persons – as is a primary national objective of the United States Department of Housing and Urban Development. Additionally, the project has the potential to directly serve Clarkston's 14,557 residents plus DeKalb residents within a 5-mile radius of the City's incorporated boundary. As a note, the National Institute of Health has presented that municipal sports field use is substantially higher for persons under age 20. Thirty-nine percent of Clarkston's residents are 19 years old or younger.

The Clarkston City Council and I hope you will see the value of this project to Clarkston to our DeKalb neighboring communities. We believe the attached documents will clearly define the need and justification for the requested funding. We look forward to a favorable response.

Sincerely,

ChaQuias Miller-Thornton
City Manager

Cc: City Council
Mayor Beverly Burks

Attachments: Exhibit A
Exhibit B
Exhibit C
Exhibit D

736 Park North Boulevard, Suite 120 ♦ Clarkston, GA 30021
Phone: (404) 296-6489 ♦ Fax (404) 296-6480



EXHIBIT A

EXHIBIT A

MILAM PARK - OVERALL SITE



EXHIBIT A

**MILAM PARK
EXISTING FIELD TO BE CONVERTED**





EXHIBIT B



City of Clarkston
736 Park North Blvd., Suite 120
Clarkston, GA 30030
404-296-6489

DRAFT

INVITATION-TO-BID

(to be refined after the civil engineer plans and specifications are completed)

City of Clarkston, Georgia

Conversion of Existing Grass Soccer Field to Synthetic Turf Field

ITB Issue Date: September 30, 2026

Issued By: City of Clarkston – City Manager’s Office / Parks & Recreation Department

1. Introduction

The City of Clarkston, Georgia, is soliciting sealed bids from qualified and experienced contractors to convert the existing natural-grass soccer field at Milam Park into a full-size synthetic turf field suitable for regulation football-sized play. The purpose of this project is to enhance field durability, expand year-round programming capacity, reduce long-term maintenance costs, and improve safety and playability for residents and program participants.

This ITB outlines the scope of work, submission requirements, evaluation criteria, and contractual obligations. All interested firms are invited to submit a proposal in accordance with the guidelines provided.

2. Project Objectives

- Replace the existing natural-grass field with a high-quality, multi-sport synthetic turf system.
- Improve drainage and field resiliency to support year-round use.
- Ensure the field meets regulation football-sized dimensions and accommodates soccer, baseball, kickball and other recreational activities.
- Provide a long-lasting, safe, and low-maintenance playing surface for the community.

3. Scope of Work.

3.1 Demolition and Site Preparation

- Remove existing grass, topsoil, and organic material to required depth.
- Remove, cap, or reroute irrigation lines as directed.
- Excavate and regrade the field to meet engineered specifications.
- Install subbase and base layers, including aggregate base, leveling layer, and geotextile fabric (if required).

3.2 Drainage System Installation

- Install a complete subsurface drainage system designed for synthetic turf fields.
- Provide perforated drainage pipes, collector lines, and connection to existing stormwater infrastructure.
- Ensure compliance with all state and local stormwater regulations.

3.3 Synthetic Turf System Installation

- Provide and install a high-quality synthetic turf system suitable for soccer and football.
- Turf must meet industry standards for shock attenuation, G-max ratings, UV resistance, and durability.
- Install infill material (rubber, sand, or alternative infill as specified).
- Install permanent inlaid field markings for soccer, football, and baseball/t-ball.

3.4 Perimeter and Field Accessories

- Install field edging, curbing, and anchoring systems.
- Ensure compatibility with existing fencing or recommend upgrades.
- Provide and install goals, goal sleeves, corner flags, and optional protective netting.

3.5 Post-Construction Requirements

- Conduct field testing (G-max, infill depth, seam strength, surface evenness).
- Provide as-built drawings, maintenance manuals, and warranty documentation.
- Train City staff on routine maintenance and field care.

4. Proposal Submission Requirements

All proposals must include the following:

- Cover Letter summarizing the firm's interest and qualifications.
- Company Profile including history, ownership, and relevant experience.
- Project Team with resumes of key personnel.
- Project Schedule with major milestones.
- Cost Proposal including unit pricing for all components with a LS total bid amount
- References for at least three comparable projects completed within the last five years.
- Proof of Insurance and Bonding Capacity as required by the City.
- Signed Addenda (if applicable).

5. Evaluation Criteria and Scoring Matrix

The following criteria will be utilized in assessing the lowest and most responsive bidder.

Category
Technical
Experience & Qualifications
Turf System Quality
Schedule & Capacity
References

6. Legal Requirements

6.1 Compliance

Contractors must comply with all applicable federal, state, and local laws, including OSHA regulations, Georgia procurement laws, and City of Clarkston ordinances.

6.2 Permits

The selected contractor is responsible for obtaining all necessary permits and coordinating inspections.

6.3 Non-Discrimination

The contractor shall not discriminate based on race, color, religion, gender, national origin, age, disability, or any other protected class.

6.4 Prevailing Wage

Contractor must comply with prevailing wage requirements if mandated by funding sources.

6.5 Background Checks

All contractor personnel working on site must pass required background checks if accessing City facilities.

7. Insurance and Bonding Requirements

The selected contractor must provide proof of the following:

- Commercial General Liability Insurance: Minimum \$1,000,000 per occurrence.
- Automobile Liability Insurance: Minimum \$1,000,000 combined single limit.
- Workers' Compensation Insurance: As required by Georgia law.
- Professional Liability Insurance (for engineering services): Minimum \$1,000,000.
- Performance Bond: 100% of contract value.
- Payment Bond: 100% of contract value.

Certificates of insurance must list the City of Clarkston as an additional insured.

8. Project Timeline

- ITB Issuance: September 30, 2026
- Pre-Bid Meeting (Optional): TBD
- Questions Due: TBD
- Bids Due: TBD
- Anticipated Award Date: TBD
- Estimated Construction Start: TBD
- Estimated Completion: August 2027

9. Questions and Contact Information

All questions regarding this RFP must be submitted in writing to:

Michael N. Duncan
Parks & Recreation Director
City of Clarkston, Georgia
mduncan@cityofclarkston.com
404-725-8466

NOTE: ALL CDBG GRANT REQUIREMENTS INCLUDING DAVIS-BACON, WILL BE INCLUDED IN THE ITB PACKAGE. THE CDBG LEGAL ADVERTISEMENT WILL BE USED AND ADVERTISEMENT TO OCCUR ON GA. PROCUREMENT REGISTRY AND BID.NET



EXHIBIT C

EXHIBIT D**CONCEPTUAL ENGINEERING ESTIMATE OF CONSTRUCTION COSTS****EXISTING GRASS FIELD CONVERSION TO MULTI-PURPOSE FACILITY FIELD**

Proposed Construction: Provide all labor and materials to convert existing grass field to a multi-purpose field with dimensions of 160 ft. x 360 ft. including the installation of an underdrain system, high quality synthetic turf and all associated base materials. The multi-purpose field will also include team benches, basic sound system and scoreboard and planning for future track facilities that will encircle the field.

TASK	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	PRICE
Clearing, Grubbing and Fine Grading	Removal of existing grass and underlying grass root system, perform laser grading, soil compaction and import suitable soil to ensure proper elevations	Sq. Ft.	\$2	57,600	\$115,200
Install Under Drainage System and all outfall structures	Full blanket drainage layer under the turf to allow for playing after a rain event including capturing of storm water runoff at the outfall structures	Sq. Ft	\$4	57,600	\$230,400
Synthetic Turf	Slit Film turf for durability; includes all labor and materials	Sq. Ft	\$5	57,600	\$288,000
Crushed Stone Aggregate Base Material	4 in. base under turf for stability and drainage	Tons	\$32	1500	\$48,000
Turf Infill	SBR (styrene-butadiene rubber); i.e. crumb rubber. Provides crucial cushioning for player safety including supporting the synthetic turf fibers	Sq. Ft	\$3	57,600	\$172,800
Accessories	Multi-Purpose scoreboard (20 ft. x 10 ft. - \$24k), aluminum goal posts (\$14k for 2), sound systems (\$10k) and bleachers (10 row/30 ft. for 200 persons - \$25k); corner flags, and optional protective netting; perimeter edging & all anchoring systems	LS	LS	LS	\$73,000
Soil Testing Services	Materials testing firm to provide soil and stone compaction testing and soil permeability testing	LS	LS	LS	\$8,000
CE&I Services	Const. Management/Eng. and inspection services (5% of Tt. Const. Costs)	LS	LS	LS	\$46,770
				Sub-Total	\$982,170
				Contingency (15%)	\$147,325
				TOTAL	\$1,129,495

Est. Prepared By: Lawrence Kaiser, PE #18762

4/4/2026

Lawrence Kaiser