



CITY COUNCIL MEETING AGENDA
THURSDAY, AUGUST 6, 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 — July 2026

B. Business of the Month — July 2026

C. To approve the following meeting minutes:

1. July 7, 2026 - City Council Meeting
2. July 23, 2026 - Special Called Work Session with City Council and Downtown Development Authority
3. July 28, 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

8. CONSENT AGENDA

- A.** Approval of Resolution No. 2026-017 to ratify the contract for Skyline Engineering and Construction for civil engineering services for Milam Park Football Field Multi-Purpose Conversion proposal.
- B.** Approval of Ordinance No. 544 to amend Chapter 10 of the City Code related to the Return of Custody of Animals that have been impounded.
- C.** Approval of Resolution No. 2026-018 Authorizing the Execution of a Lease Supplement Under the Georgia Municipal Association (GMA) Direct Leasing Program for the Lease Purchase of Vehicles for Public Works and Administration - \$106,700.
- D.** Approval of Resolution No. 2026-020 Requesting Clarkston Roadways to be Approved for use of Speed Detection Devices.

9. NEW BUSINESS

- A.** Consideration and Presentation of a Proclamation of the City of Clarkston honoring Rupert Fike as 2026 Author of the Year.
- B.** Selection of Option A1 or Option B for implementation of the Greenway Phase I Trail Project.
- C.** Consideration of Resolution No. 2026-019 to enter a Master Service Agreement with Lexipol.

10. ADJOURNMENT

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Meeting at 7:00 PM. on Thursday, August 6, 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_qDec_j6_Q3Ciy0ybxSEzXw

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



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: AUGUST 6, 2026

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

SUBJECT: Employee of the Month — July 2026

PRESENTER CONTACT: Dwight Baker

PHONE NUMBER: 404-824-8135

DEPARTMENT: Human Resources

PURPOSE:

To recognize and reward exceptional employee contributions, 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.



CITY OF CLARKSTON

ITEM NO: XX

CITY COUNCIL WORK SESSION

MEETING TYPE:
Regular Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Presentation

MEETING DATE: August 6, 2026

SUBJECT: Employee of the Month – June 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 contributions, 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.
- Be featured in internal and social media communications.
- Become eligible for nomination as the Employee of the Year.



CITY COUNCIL

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AGENDA ITEM SUMMARY SHEET

MEETING DATE: AUGUST 6, 2026

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

SUBJECT: Business of the Month — July 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

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: AUGUST 6, 2026

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

SUBJECT: To approve the following meeting minutes:

1. July 7, 2026 - City Council Meeting
2. July 23, 2026 - Special Called Work Session with City Council and Downtown Development Authority
3. July 28, 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, JULY 7, 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 PM.

2. ROLL CALL

Present:

Mayor Beverly H. Burks

Vice Mayor Debra Johnson

Councilmembers Dean Moore, Sharifa Adde, YT Bell, Mark Perkins, and Lynn Bayonne

Absent: None

Staff present:

ChaQuias Miller-Thornton (City Manager)

Cynthia Hanson (City Clerk)

3. APPROVAL OF THE AGENDA

Councilmember Bell made a motion to move Item 8C: Approval of a Conditional Use Permit (CUP2026-002) to establish a coin-operated laundry at 3635 Church Street (parcel ID: 18 066 01 013), from the Consent Agenda to New Business, making it Item 9B. Councilmember Moore duly seconded the motion. Mayor Burks called for the vote and declared the motion approved/denied (6-0).

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

A. Employee of the Month - June 2026

City Manager, Ms. Miller-Thornton presented the June 2026 Employee of the Month to Court Record Clerk, Susie Keys.

B. Consideration of Meeting Minutes:

- City Council Meeting - June 2, 2026
- Special Called City Council Meeting and Public Hearing for Millage Rate - June 16, 2026 at 10:00AM
- Special Called City Council Meeting and Public Hearing for Millage Rate - June 16, 2026 at 6:30PM
- Special Called City Council Meeting and Public Hearing for Millage Rate - June 23, 2026 at 6:00PM

- City Council Work Session - June 23, 2026

Vice Mayor Johnson made a motion to approve the minutes of five (5) meetings as presented. Councilmember Moore seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

5. REPORTS

A. City Manager's Report

City Manager, ChaQuias Miller-Thornton gave a report covering events and project updates for all departments.

B. City Attorney's Report

No report.

C. City Council Reports

Council members gave reports regarding activities and trainings they participated in throughout June.

D. Mayor's Report

Mayor Burks reported on events, activities, and trainings that she participated in during the month of June.

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.

No public comments were made

7. OLD BUSINESS

8. CONSENT AGENDA

Councilmember Perkins made a motion to approve the Consent Agenda, Items 8A through 8B. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

A. Approval for Proclamation declaring July 2026 Parks and Recreation Month

B. Approval of Ordinance No. 543 to amend the Fiscal Year 2025 General Fund Budget for the City of Clarkston, Georgia, appropriating the amounts in the expenditures/expenses as amended, adopting the items of revenue

anticipations as amended and prohibiting expenditures or expenses from exceeding the actual funding available, and for other purposes.

9. NEW BUSINESS

- A.** Consideration of 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.

City Engineer, Larry Kaiser reported that four firms answered the Request for Technical Proposals, with one firm being disqualified from consideration. Skyline Engineering and Construction was determined to be the most qualified company for the project. The civil engineer design of the project will be funded out of SPLOST II.

Councilmember Perkins made a motion to award the bid to provide professional consulting services in the amount of \$237,530.00.

Councilmember Perkins rescinded his first motion and made a new motion to award the bid to provide professional consulting services in the amount of \$237,530.00 and approve the contract with Skyline Engineering and Construction. Councilmember Moore duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

- C.** Approval of a Conditional Use Permit (CUP2026-002) to establish a coin-operated laundry at 3635 Church Street (parcel ID: 18 066 01 013).

Moved from Consent Agenda to New Business during the Agenda Approval process.

Councilmember Bell made a motion to approve CUP 2026-002 with the condition that there is no expansion to the boundaries of the current footprint. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

10. ADJOURNMENT

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

The meeting was adjourned at 8:30 p.m.

ATTEST:

Cynthia Hanson
City Clerk

Beverly H. Burks
Mayor

MINUTES OF SPECIAL CALLED JOINT WORK SESSION WITH DDA
THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON THURSDAY, JULY 23, 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 6:00 p.m.

2. ROLL CALL

Elected Officials present:

Mayor Beverly H. Burks

Vice Mayor Debra Johnson

Councilmembers Dean Moore, Sharifa Adde, YT Bell, Mark Perkins, and Lynn Bayonne

Downtown Development Authority Members present:

Vice Chairperson Adria Marshall

Secretary/Treasurer Michele Maserjian

Directors Sydney Jakes, Akber Lassi, Ganaro Makor, and Dean Moore

Staff present:

ChaQuias Miller-Thornton (City Manager)

Cynthia Hanson (City Clerk)

Keedra Jackson (Planning & Zoning Director)

Jacob Bouie (Economic Development Coordinator)

3. PRESENTATION/ ADMINISTRATIVE BUSINESS

A. Facilitation Agenda and Workshop Guide

Representatives from the Georgia Tech Center for Economic Development Research facilitated an interactive work session between the Downtown Development Authority and City Council. The purpose of the session was to strengthen collaboration, establish a shared understanding of the DDA's responsibilities and potential role as a strategic partner, and identify opportunities for the DDA to support existing City initiatives. Participants reviewed the DDA's mission, vision, responsibilities, and four priority areas: relationship building, placemaking, small business support, and housing. Through a facilitated mapping exercise, the group considered how current City initiatives aligned with these priority areas and identified initiatives where DDA involvement could be beneficial. Participants then engaged in small group discussions regarding the potential role of the DDA, the resources and partnerships needed to advance selected initiatives, and the possible local application of economic development funding mechanisms and tools. The session concluded with group reports, a review of key takeaways, and encouragement for continued coordination between the DDA and City Council. No

formal action was taken.

4. ADJOURNMENT

Vice Mayor Johnson 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 7:18 p.m.

ATTEST:

Cynthia Hanson
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, JULY 28, 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 Dean Moore, Sharifa Adde (via teleconference), YT Bell, Mark Perkins, Lynn Bayonne

Absent:

None

Staff Present:

ChaQuias Miller-Thornton (City Manager)

Cynthia Hanson (City Clerk)

Mayor Burks called for any changes to the agenda. Hearing none, she declared the agenda approved by common consent.

3. PRESENTATION/ ADMINISTRATIVE BUSINESS

A. Presentation of the Fiscal Year 2024 Comprehensive Annual Financial Report.

Josh Carroll, Maudlin & Jenkins, presented the FY 2024 Audit including a brief introduction of Maudlin & Jenkins and the role the company plays as the auditor for the city. The audit had a single finding from the audit stating that the city has failed to submit the audit in a timely fashion.

Ms. Miller-Thornton went over changes to be made in order to be better equipped to submit audits by the yearly deadline to include adhering to year-end deadlines, purchasing new financial software and hiring a new financial director.

B. Presentation of the Clarkston Housing Assessment Initiative - Kristin Allin (Atlanta Regional Commission), Presenter.

Kristin Allin, Atlanta Regional Commission (ARC) presented the Clarkston Housing Assessment Initiative and the two-year timeline for the project ending in May 2027. The project includes completing CDAP applications and developing a Housing Task Force of

18-24 members. The Task Force will meet four or five times, facilitated by ARC completing certain tasks to assist with completing the assessment.

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.** Discussion of Resolution No. 2026-017 to ratify the contract for Skyline Engineering and Construction for civil engineering services for Milam Park Football Field Multi-Purpose Conversion proposal.

City Manager ChaQuias Miller-Thornton stated the contract was formally approved at the July Council Meeting. However, a resolution was not presented at that time. In order to follow procedure, the resolution needs to be approved and recorded in the minutes. Item will be on the Consent Agenda for the August 6, 2026 Council Meeting.

Public Comment: Michele Maserjian

6. NEW BUSINESS

- A.** Proclamation of the City of Clarkston honoring Rupert Fike as 2026 Author of the Year.

Mayor Burks gave a brief summary of why the proclamation is being given. The item will be considered and presented to Mr. Fike at the August 6, 2026 Council Meeting.

- B.** Presentation and Discussion of Final Draft Form of the City of Clarkston Parks and Recreation Master Plan for Council Consideration of Adoption - Perez Planning + Design, Presenter.

Mick Stevens of Perez Planning and Design gave an overview of the implementation strategy for the project and the phasing of capital projects over the next ten (10) years. Funding options include SPLOST, bonds, and possible grants, as well as the general fund. A draft list of prioritized capital projects was presented.

Parks and Recreation Director Michael Duncan spoke about the design of placing a baseball field in the open area at Milam Park and how it could be used for multiple events, sports and festivals.

Mr. Stevens stated that comments could be received over the next couple of weeks with a final plan being available toward the end of August.

ChaQuias Miller-Thornton stated the item will be brought to the Council at the August Work Session for consideration in September.

Public Comment: Michele Maserjian, Martha Brown

- C.** Discussion and presentation to select either Option A1 or Option B for implementation of the Greenway Phase I Trail Project.

City Engineer Larry Kaiser presented two options to install Phase 1 of the Greenway Trail. Both options will require replacement of an existing box culvert under Montreal Road in order to mitigate flooding. Mr. Kaiser reviewed how the project could be funded. Option A1 includes two (2) creek crossings and connects with trails into Friendship Park. Option B stays mostly on one side of the creek with one crossing, does not tie into Friendship Park, and includes a large retaining wall.

The item will be on the regular agenda for the August 6, 2026 Council Meeting.

Public Comment: Martha Brown, William Cunningham

- D.** Discussion and presentation of a draft list of new policies and ordinances derived from the SS4A technical analysis and public input.

City Engineer Larry Kaiser presented a list of policy recommendations that align with the goal of safety as determined by the SS4A analysis. He suggested looking at a few that can be easily implemented and taking action to approve them.

Item was for information purposes only and will not appear on the Council agenda.

Public Comment: None

- E.** Discussion of Ordinance No. 544 to amend Chapter 10 of the City Code related to the Return of Custody of Animals that have been impounded.

City Attorney Stephen Quinn reviewed the changes that will match the city ordinance to the state and county laws regarding the determination of whether an impounded animal is returned to the owner.

Item will be on the Consent agenda for the August 6, 2026 Council Meeting.

Public Comment: None

- F.** Discussion of Resolution No. 2026-018 Authorizing the Execution of a Lease Supplement Under the Georgia Municipal Association (GMA) Direct Leasing Program for the Lease Purchase of Vehicles for Public Works and Administration - \$106,700.

City Manager ChaQuias Miller-Thornton presented the adopted budget appropriation of \$65,000 for Georgia Municipal Association Lease Proceeds and an equivalent/offsetting \$65,000 expense purchase for a vehicle for the Administration Department and a quote of \$63,590 for the vehicle. The Public Works Department is also requesting Council consideration of a lease/purchase for a vehicle in the amount of \$43,110. Ms. Miller-

Thornton went over funding from the City's Debt Service Fund and the amortization schedule. Staff recommends approval of the Lease Purchase as presented.

Item will be on the Consent agenda for the August 6, 2026 Council meeting.

Public Comment: None

G. Discussion of Resolution No. 2026-019 to enter a Master Service Agreement with Lexipol.

Police Chief James Bullock explained how Lexipol reviews and sets policy that aligns with state laws. The process will assist with state certification of the Clarkston Police Department, provide transparency to citizens, and training for officers. Costs for the first year will be \$19,011.40 with continuing cost of \$17,493.30 annually.

The item will be on the regular agenda for the August 9, 2026 Council Meeting.

Public Comment: William Cunningham

H. Discussion of Resolution No. 2026-020 Requesting Clarkston Roadways to be Approved for use of Speed Detection Devices.

Police Chief James Bullock explained the requirement for Council approval of roadways during the renewal process for the City's permit from the Georgia Department of Public Safety to use speed detection devices for enforcing speed limits. The only change is removing Norman Road from the list due to the 15 mile per hour speed limit. Speed detection devices cannot be used on roads with a speed limit less than 25 miles per hour.

The item will be on the Consent agenda for the August 6, 2026 Council Meeting.

Public Comment: Martha Brown

7. ADJOURNMENT

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

The meeting was adjourned at 9:46 p.m.

ATTEST:

Cynthia Hanson
City Clerk

Beverly H. Burks
Mayor



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: AUGUST 6, 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: AUGUST 6, 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

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: AUGUST 6, 2026

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

SUBJECT: City Council Reports

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Mayor/ City Council

PURPOSE:

IMPACT:

FUNDING SOURCE:

RECOMMENDATION:



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: AUGUST 6, 2026

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

SUBJECT: Mayor's Report

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Mayor/ City Council

PURPOSE:

IMPACT:

FUNDING SOURCE:

RECOMMENDATION:



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: AUGUST 6, 2026

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

SUBJECT: Approval of Resolution No. 2026-017 to ratify the contract for Skyline Engineering and Construction for civil engineering services for Milam Park Football Field Multi-Purpose Conversion proposal.

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Administration

PURPOSE:

IMPACT:

FUNDING SOURCE:

RECOMMENDATION:

RESOLUTION NO. 2026-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA TO RATIFY A PROFESSIONAL SERVICES AGREEMENT WITH SKYLINE ENGINEERING AND CONSTRUCTION FOR CIVIL ENGINEERING SERVICES FOR MILAM PARK FOOTBALL FIELD MULTI-PURPOSE CONVERSION PROPOSAL.

* * * * *

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

Section 1. That during the July 7, 2026 Regular City Council Meeting the City Council awarded a professional services agreement to Skyline Engineering and Construction for civil engineering services for the Milam Park Football Field Multi-Purpose proposal in the amount of \$237,530, to be funded out of the Recreational Project Category of the SPLOST II Program. A copy of said contract is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2026.

Beverly H. Burks, Mayor

ATTEST:

Cynthia Hanson, City Clerk

EXHIBIT A

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT ("Agreement" or "Contract") is entered into this July 17th day of 2020 by and between **SKYLINE ENGINEERING & CONSTRUCTION, 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 concept plans, engineering site plans, a biddable set of construction plans, specifications and related professional services for the conversion of grass field at Milam Park to a multi-purpose recreational field, as more fully described in this Agreement and its 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 2 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 June 7, 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 2 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 compensate the CONSULTANT on an hourly basis as set forth in Exhibit C. However, the total amount of fees and expenses for CONSULTANT to perform the Scope of Work shall not exceed **Two Hundred and Seven Thousand, Five Hundred Thirty Dollars (\$207,530)**, regardless of the number of hours spent on the Scope of Work by CONSULTANT. In addition to the Scope of Work, CITY may at its sole discretion direct CONSULTANT to perform additional related work on an hourly basis; **such contingency cost not to exceed Thirty Thousand Dollars (\$30,000)**. The total contract amount of **Two Hundred and Thirty-Seven Thousand, Five Hundred Thirty Dollars (\$237,530)** 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 February 1, 2027. 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 June 7, 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 February 1, 2027, 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.
 - (h) 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.
 - (i) 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. **CONSULTANT Not to Discriminate.** During the performance of this Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment, subcontractor, qualified client, or recipient of services, because of race, creed or belief, political affiliation, color, sex, national origin, age, religion, handicap, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The CONSULTANT will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed or belief, political affiliation, color, sex, national origin, age, religion, handicap, or disability which does not preclude the applicant from performing the essential functions of the job. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any Work covered by the Contract so that such provision will be binding upon each sub-consultant, providing that the foregoing provisions shall not apply to contracts or sub-consultants for standard commercial supplies of raw materials.
26. **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.
27. **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.
28. **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.
29. **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:

SKYLINE Engineering & Construction, LLC

6755 Peachtree Industrial Blvd., Suite 250

Atlanta, Georgia 30360

ATTN: Mark D. Cooke, P.E.

30. **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 31 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.

31. **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.
32. **Cooperation with Government Requirements.** CONSULTANT will be required to satisfy all local and state requirements pertaining to this project.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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

BY: Beverly H. Burks
Beverly H. Burks, Mayor
736 Park N Blvd, Ste 120
Clarkston, GA 30021
(Printed Name, Title and Address)

Date: July 7, 2026

Approved as to form:

Stephen Quinn
Stephen G. Quinn, City Attorney

CONSULTANT

BY: Mark D. Cooke
MARK D. COOKE, P.E. PARTNER
6755 PEACHTREE IND. BLVD, ATLANTA GA 30360
250
(Printed Name, Title and Address)

Date: July 17, 2026



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: AUGUST 6, 2026

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

SUBJECT: Approval of Ordinance No. 544 to amend Chapter 10 of the City Code related to the Return of Custody of Animals that have been impounded.

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Administration

PURPOSE:

IMPACT:

FUNDING SOURCE:

RECOMMENDATION:

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND CHAPTER 10, ARTICLE V OF THE CITY CODE REGULATING ANIMALS; TO PROVIDE FOR THE RETURN OF AN IMPOUNDED ANIMAL TO ITS LAWFUL OWNER UNDER CERTAIN CIRCUMSTANCES IN ACCORDANCE WITH STATE LAW; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 4-11-18 authorizes local governing authorities to enact animal control ordinances provided they do not conflict with state law; and

WHEREAS, in 2021, the City of Clarkston adopted an animal control ordinance specific to Clarkston; and

WHEREAS, the City Council now desires to amend Clarkston's animal control ordinance to ensure consistency with state law regarding the return of an impounded animal to its owner.

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

SECTION 1. Section 10-46 of the City Code is hereby repealed and replaced with the following language:

"Sec. 10-46. Enforcement generally; penalties.

- (a) Upon information learned by/made known to, or complaint lodged with any officer of the Clarkston Police Department or code enforcement, that an animal custodian or custodian of any dog or animal is in violation of this article, the Clarkston Police or code enforcement shall cause a summons to be issued requiring the custodian of the animal to appear before a judge of the municipal court, at a date and time certain, to appear for the violation. If a violation has not been personally witnessed by a police or code enforcement officer, a subpoena shall be issued by the municipal court to the person making the complaint, along with any witness(es), to appear on the date and time set, to testify on behalf of the city.
- (b) The police may respond to anonymous complaints of violations of this chapter. If the custodian or custodian of an animal is unknown or not present, and such animal is upon the public streets, alleys, sidewalks, school grounds or other public places or premises, or is upon another person's property without permission or absent proper restraint, or is a classified animal as to which the registration, confinement or insurance requirements have not been met, the police and/or DeKalb County Animal Services shall immediately impound the animal in a facility designated for the detention of animals.
- (c) In the enforcement of the provisions of this article, all animal control officers employed as such by DeKalb County are specifically deputized as animal control officers of the city for the purposes described in this section when they witness, while on duty, violation of the provisions of this article within the corporate limits of the city.
- (d) Any stray cat without any traceable form of identification that is impounded or brought to the animal service center and deemed eligible may be transferred immediately to the community cat program.

- (e) Any community cat or free-roaming cat without a custodian that is not healthy in the opinion of qualified county employees or designees shall be impounded. No healthy community cat shall be impounded unless it:
 - (1) Damages the personal or private property of a person or legal entity that seeks its impoundment; or
 - (2) Creates unsanitary conditions, offensive or objectionable odors.
- (f) An animal may be euthanized when it is determined that:
 - (1) At the scene of an accident an animal is injured beyond medical help in the judgment of the police chief, and no traceable form of identification is displayed on the animal; or
 - (2) An animal presented to the animal service center without traceable form of identification is injured beyond medical help, or exhibits obvious signs of infectious disease or parasite infestation that would impose a health risk to animals housed in the animal service center; or
 - (3) A veterinarian has determined from all the circumstances that it would be inhumane not to euthanize a particular animal.
- (g) The judge of any superior court of competent jurisdiction within the state may order the euthanasia of an animal if the court finds, after notice and opportunity for hearing, that the animal has seriously injured a human or presents a danger to humans not suitable for control under this chapter and:
 - (1) The custodian or custodian of the animal has been convicted of a violation of any state criminal law and the crime was related to such animal; or
 - (2) Any local governmental authority has filed with the court a civil action requesting the euthanasia of the animal.
- (h) A judge of the magistrate court or the superior court shall order the euthanasia of any animal if the court finds, after notice and the opportunity for hearing, that the animal has caused a serious injury to a human on more than one (1) occasion; provided, however, that no injury occurring before July 1, 2012, shall count for purposes of this subsection.
- (i) A lawful owner may be allowed to reclaim custody of an impounded animal provided the requirements of O.C.G.A. § 4-11-9.3 (c) - (d) and all other applicable state and local laws have been satisfied.
- (j) The police may use any force necessary to remove any animal locked in a closed vehicle if the animal exhibits distress, including but not limited to, excessive panting or drooling, seizures, state of unconsciousness, or hyperactivity. If the vehicle is damaged during such removal, the police chief shall not be liable for any damage to the vehicle.
- (k) Any person who has been convicted of, pled guilty to, or pled nolo contendere to animal cruelty, neglect, dogfighting, or abandonment of an animal as provided in this chapter or state law shall not be allowed to own a pet in their household in the City of Clarkston for five (5) years measured from the date of the plea or conviction.
- (l) Any person who has been convicted of failure to keep an animal under restraint while on custodian's property as provided in this chapter, or has been ordered by a court to meet additional confinement requirements and has not complied with the court's order, shall not be allowed to own a pet in their household in unincorporated DeKalb County for five (5) years measured from the date of conviction or court order.

- (m) A dangerous animal or potentially dangerous animal may be immediately impounded by any police officer, code enforcement officer or animal enforcement officer if such animal or its custodian has violated any of the requirements of this chapter.
- (l) The custodian of a dangerous animal or potentially dangerous animal shall notify the police chief, or designated representative, immediately if the animal is on the loose, unconfined, or has attacked a human or another animal and failure to so notify the police chief, or designated representative, shall be a violation of this chapter by the custodian of the animal.
- (o) It shall be a violation of this chapter for any person to possess within the city a dangerous animal or potentially dangerous animal without a certificate of registration issued in accordance with the provisions of this chapter.
- (p) Upon a second and subsequent conviction of any violation of this chapter by a dangerous or potentially dangerous animal or its custodian, the court shall impose a fine of not less than five hundred dollars (\$500.00) in addition to any other penalty or punishment imposed by the court.
- (q) Upon a second or subsequent conviction for a violation of this chapter by a dangerous animal or its custodian, the court may order the dangerous animal to be euthanized.
- (r) Upon a second and subsequent conviction for a violation of section 10-45, the court shall impose a fine of not less than five hundred dollars (\$500.00) in addition to any other penalty or punishment imposed by the court.
- (s) Upon a third and subsequent conviction within a twenty-four-month period, as measured from the date of issuance of previous court summonses for which convictions were obtained, for a violation of section 10-44, the court shall impose a fine of not less than five hundred dollars (\$500.00) in addition to any other penalty or punishment imposed by the court.
- (t) Upon a second and subsequent conviction for a violation of subsection 10-42(c), the court shall impose a fine of not less than two hundred fifty dollars (\$250.00) in addition to any other penalty or punishment imposed by the court.
- (u) Upon a third and subsequent conviction within a twenty-four-month period, as measured from the date of issuance of previous court summonses for which convictions were obtained, for a violation of subsection 10-42(d), the court shall impose a fine of not less than five hundred dollars (\$500.00) in addition to any other penalty or punishment imposed by the court."

SECTION 2. This Ordinance shall be effective immediately upon its adoption by the City Council and signature by the Mayor.

SECTION 3. All provisions of the City Code in conflict herewith are hereby repealed.

[signature page follows]

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

AGENDA ITEM SUMMARY SHEET

MEETING DATE: AUGUST 6, 2026

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

SUBJECT: Approval of Resolution No. 2026-018 Authorizing the Execution of a Lease Supplement Under the Georgia Municipal Association (GMA) Direct Leasing Program for the Lease Purchase of Vehicles for Public Works and Administration - \$106,700.

PRESENTER CONTACT: ChaQuias Miller-Thornton

PHONE NUMBER: 404-984-8186

DEPARTMENT: Administration

PURPOSE: City Council approved the appropriation of \$65,000 for Georgia Municipal Association Lease Proceeds and an equivalent/offsetting \$65,000 expense purchase for a vehicle for the Administration Department. Quote for the vehicle purchase is provided in the amount of \$63,590. The purpose of the purchase is to provide a vehicle to the Executive/Administrative Office and for the current vehicle assigned to that office to be reassigned to the Planning and Development Office of the city. The Public Works Department is also requesting Council consideration of lease purchase of a Public Works vehicle in the amount of \$43,110 for use in administration and operations of the department. Presently the department does not have adequate vehicle capacity to service the different roles and functions of the department. Cost is estimated at \$2,500 more than the quoted price for the vehicle because Public Works Director Seaton has decided that trade-in of a public works vehicle is not operationally appropriate at this time - due to recent hire of a previously vacant public works position.

IMPACT: Lease purchase option secures low interest financing over the term of the lease. The loan terms have been approved by GMA financing at 4 years, 4.5900%.

Both vehicles will be long-term investments for the City. The Tahoe, unlike smaller sedans/vehicles, generally has high resale and trade-in values and a longer life-span. It is expected that the Tahoe will be a cost-effective municipal asset over a 10-15 year period (6-11 years beyond the life of the lease). The Chevy Silverado will provide operations capacity and visibility for public works-related functions spanning across several operations (transportation, buildings and grounds maintenance, sanitation, storm water).

FUNDING SOURCE: Payment will be expensed from the City's Debt Service Fund.

Previously, debt service payments for the lease in the amount of \$14,256 were approved by City Council in the FY2026 budget. However, amortization schedule of payments as provided within the attached lease document estimates a FY2026 lease payment (Payment Number 1) of \$7,337.75 (\$6,918.25 less than budgeted for the FY26 cycle). Annual payment for years 2027-2029 is \$29,351 per year and annual payment for year 2030 is \$22,013.25. Total payments over the term of the lease are estimated at \$117,404 (\$106,700 principal and \$10,704 interest).

RECOMMENDATION: The Administration and Public Works Department recommends approval of the Lease Purchase as presented.

RESOLUTION NO. 2026-18

A RESOLUTION OF THE CITY OF CLARKSTON, GEORGIA
AUTHORIZING THE EXECUTION OF A LEASE SUPPLEMENT UNDER
THE GEORGIA MUNICIPAL ASSOCIATION (GMA) DIRECT LEASING
PROGRAM FOR THE LEASE/PURCHASE OF VARIOUS CITY VEHICLES
IN 2026 IN THE PRINCIPAL AMOUNT OF \$106,700.

* * * * *

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

Section 1. The City Council hereby approves the execution of a lease supplement under the Georgia Municipal Association Direct Leasing Program for the lease/purchase of various city vehicles in 2026 in the principal amount of \$106,700. A copy of said lease supplement is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

PASSED, APPROVED, AND RESOLVED this _____ day of _____, 2026.

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

Beverly H. Burks, Mayor

ATTEST:

Cynthia Hanson, City Clerk

“Exhibit A”



President
Andrea Gibby
Mayor, Young Harris

July 23, 2026

First Vice President
James Burnette
Mayor, Suwanee

Ms. ChaQuias Miller Thornton
City Manager
City of Clarkston
736 Park North Boulevard
Clarkston, Georgia 30021

Second Vice President
Carlos Duffey
Mayor, Jackson

Third Vice President
Rochelle Robinson
Mayor, Douglasville

RE: Direct Installment Program

Immediate Past President
Bianca Motley Broom
Mayor, College Park

Dear Ms. Miller Thornton:

CEO & Executive Director
Larry H. Hanson

Please find enclosed the proposed lease supplement between your city and the Georgia Municipal Association. GMA will file all necessary forms including the state UCC-1 and federal 8038. **Please keep in mind the payment schedule (Schedule B) may change slightly depending on the closing date.**

Please return the documents and invoice to GMA by August 31, 2026 to guarantee the 4.59% interest rate. You may wish to send the documents by overnight courier to assure prompt delivery.

PLEASE PAY CAREFUL ATTENTION TO SIGNATURES AND SEALS. OUR LENDERS WILL NOT PROCESS INCOMPLETE PAPERWORK. IF YOU ARE UNSURE ABOUT A DATE FIELD, LEAVE IT BLANK.

If you have any questions, please contact me at (678) 686-6274.

Sincerely,

A handwritten signature in black ink that reads 'Philip Potter'.

Philip Potter
Financial Services Manager

/PP
Enclosures

DOCUMENT NOTES

LEASE SUPPLEMENT

NOTE: ON ALL PROPERTIES REQUIRING TITLE, A COPY OF THE MV - 1 APPLICATION LISTING GMA AS LIENHOLDER MUST ACCOMPANY LEASE DOCUMENTS.

Exhibit E - Lease Supplement: Please complete requested information. Please also sign on the Lessee position, which is marked with the City's name. The City Clerk should attest this document.

Exhibit E - Schedule A: Please insert appropriate information as requested (i.e., add serial number, amount, or model number).

Exhibit E- Schedule B: No action is required for this schedule.

Exhibit E- Schedule C: Please date, sign, and have the City Clerk attest this document.

Exhibit E- Schedule D: IRS Form 8038: Please add the city's Tax I.D. number and sign at the bottom. GMA will complete this document at closing.

Exhibit E- Schedule F: Resolution/Ordinance for Supplemental Lease: Please add necessary information, date, and sign this document. The Resolution/Ordinance must be adopted at a regular council meeting at which the Mayor may designate the appropriate city officials to enter into subsequent leases for the appropriate amount. The City Clerk should sign and seal at the bottom of the page.

Please return the enclosed document and all attachments (i.e., clips, etc.) to:

Georgia Municipal Association
Attention: Financial Services Program Manager
P.O. Box 105377
Atlanta, Georgia 30348

IF YOU HAVE ANY QUESTIONS OR SHOULD NEED ANY ASSISTANCE, PLEASE DO NOT HESITATE TO CALL THE FINANCIAL SERVICES PROGRAM MANAGER AT (888) 488-4462. LEASE DOCUMENTS MUST BE EXECUTED COMPLETELY AND CORRECTLY BEFORE ANY CHECKS WILL BE ISSUED BY THE SERVICING BANK.

Note: GMA's Lienholder Code is 10288896

EXHIBIT "E"
LEASE SUPPLEMENT

THIS LEASE SUPPLEMENT (this "Lease Supplement") by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia non-profit corporation ("Lessor") and the municipal corporation of the State of Georgia signing below ("Lessee"), is made and entered into the date of its execution by the Lessor.

RECITALS:

Lessor and Lessee have entered into a Master Lease (the "Master Lease") dated June 8, 2012, which provides for Lessor to lease to Lessee certain property (the "Property") to be specified in Lease Supplements to be executed and delivered by Lessor and Lessee from time to time; and

Lessor and Lessee are entering into this Lease Supplement pursuant to the Master Lease to specify the terms for the lease of certain Property.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. Definitions. Unless a different meaning or intent is required by this Lease Supplement, the capitalized terms used in this Lease Supplement shall have the meanings set forth in the Master Lease.
2. Property. The Property described on the Property Schedule incorporated as Schedule A to this Lease Supplement is specified as the Property that initially is the subject hereof.
3. Lease Payments. The Rental Schedule, incorporated as Schedule B to this Lease Supplement describes the initial amounts and payment dates of the Rentals for the Lease, and the Purchase Price for the Property. The Termination Payment may become due and payable upon the circumstances described in Section 4.2 of the Master Lease.
4. Term of Lease. The Starting Term of the Lease of the Property shall begin on the date hereof (the "Starting Date") and end on December 31 of the same year. The Lease will be renewed for successive calendar year Renewal Terms (the "Renewal Terms"), and an Ending Term (the "Ending Term") commencing January 1 of the last calendar year appearing on the Rental Schedule, and ending on the date of the final payment shown on the Rental Schedule (the "Ending Date"), unless Lessee gives a Nonrenewal Notice or there occurs an Event of Nonappropriation, as provided in the Master Lease. The "Lease Term" is the period from the Starting Date to the Ending Date, subject to the earlier expiration or termination of the Lease as provided in the Master Lease.
5. Agreements, Representations and Warranties. Lessee represents, warrants and agrees as follows:
 - (a) Lessee's representations, warranties and agreements contained in the Master Lease are true, accurate, complete and effective as of the date hereof;
 - (b) *(this clause (b) applies only if this Lease is designated as a Bank-Qualified Lease below)* in order to enable Lessor to offer the interest rate contained in this Lease, Lessee represents and warrants that it has not issued, nor does it (taken together with the entities with which it must be aggregate pursuant to Section 265(b)(3)(E) of the Code) reasonably expect to issue (taking into account the Leases) more than \$10 million of tax-exempt obligations (other than private activity bonds) for the calendar year during which the Lease becomes effective; as provided in Code Section 265(b)(3)(B)(II), Lessee specifically designates the Lease as a "qualified tax-exempt obligation" as provided by Code Section 265(b)(3);
 - (c) Lessee will take no action that will directly or indirectly affects the deductibility of that portion of Lessor's interest expense allocable to this Lease;
 - (d) Lessee has made an available appropriation of and included in its current operating budget all Rentals for the Starting Term and the Termination Payment applicable to this Lease;
 - (e) Unless Property funds are escrowed, Lessee has received, tested, and finally accepted the Property;

- (f) The portion of the Rentals representing principal, when taken together with the principal portion outstanding under any other contract entered into by Lessee pursuant to the authority of O.C.G.A. § 36-60-13, together with the amount of debt outstanding incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983, as amended, does not exceed 10% of the assessed value of all taxable property within the jurisdictional limits of Lessee;
 - (g) The Property that is the subject hereof has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the calendar year in which this Lease is entered into for any of the four immediately preceding calendar years;
 - (h) If the Property subject to this Lease is real property: and unless the Property has been approved in the most recent referendum calling for the levy of a special county 1% sales and use tax pursuant to O.C.G.A. Tit. 48, Chapt. 8, Art. 3, Pt. 1, neither of the following has occurred:
 - (i) the average annual payments on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease, do not exceed 7.5% of the governmental fund revenues of Lessee for the last calendar year preceding the date of delivery of this Lease (provided, however, that there may be added to such governmental fund revenues any special county 1% sales and use tax proceeds collected pursuant to O.C.G.A. § 48-8-111 legally available to pay amounts on this Lease or such other contracts); and
 - (ii) the outstanding principal balance on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease does not exceed \$25,000,000.00
 - (i) If the property subject to this Lease is real property, Lessee held a public hearing with respect to this Lease prior to the delivery of this Lease, notice of which hearing was published at least once in each of the two weeks preceding the week of the hearing in a newspaper of general circulation in the jurisdiction of Lessee.
 - (j) No Event of Default or Event of Nonappropriation has occurred with respect to any Lease entered into under the Master Lease.
6. Non-Arbitrage Certificate. The Property that is subject to the Lease has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the Ending Date. Monies appropriated for the payment of amounts under the Lease will be paid from Lessee's general fund and will not be pledged for the Lease or be otherwise separately identified or accounted for (unless the Lease is to be paid from sales tax receipts). Lessee has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations. No proceeds or "gross proceeds" of the Lease are expected to be invested prior to an allocation for governmental use, unless an Escrow Agreement has been entered into in connection with this Lease. The proceeds of the Lease will not be used in a manner and no other action will be taken or omitted that would cause the Lease to be an "arbitrage bond" under Section 148 or a "private activity bond" under Section 141 of the Internal Revenue Code of 1986, as amended and the regulations promulgated under that Section.
7. Quitclaim. At the outset of this Lease, the Lessee does hereby assign, transfer, convey and quitclaim to Georgia Municipal Association, Inc. ("Lessor") such ownership interests as it may possess, if any, in and to the "Property," as is necessary to permit the Property to be leased by Lessor to Lessee pursuant to the terms of this Lease Supplement and the Master Lease in accordance with their terms. Pursuant to Section 2.2 of the Master Lease, Lessor further transfers title to Lessee to the extent provided therein, and Lessee accepts such transfer in accordance with such Section 2.2. This quitclaim is given in consideration of the advance by or on behalf of the Lessor of the purchase price of the Property and the undertaking of the Lessor represented by this Lease Supplement.
8. Active Municipality. The Lessee certifies that it does, and expects to continue (a) providing at least three of the following services, either directly or by contract: law enforcement; fire protection (which may be furnished by a volunteer fire force) and fire safety; road and street construction or maintenance; solid waste management; water supply or distribution or both; waste-water treatment; storm-water collection and disposal; electric or gas utility services; enforcement of building, housing, plumbing, and electrical codes and other similar codes; planning and zoning; recreational facilities; (b) holding at least six regular, monthly or bimonthly, officially recorded public meetings each year; and (c) qualifying for and holds a regular municipal election as provided by law.

9. Effect of Lease Supplement. This Lease Supplement is intended as a separate Lease of the items of Property described in this Lease Supplement pursuant to the Master Lease. The terms, conditions and provisions of the Master Lease are hereby incorporated in this Lease Supplement to the same extent as if fully set forth in this Lease Supplement in this place, except to the extent expressly amended or modified by this Lease Supplement. The owner of Lessor's interest in this Lease shall have all rights, powers and remedies of Lessor with respect to this Lease under the Master Lease. This Lease Supplement may be executed in multiple counterparts, each of which shall constitute an original. This Lease Supplement shall be effective only upon the due completion and execution of the Schedules listed below and the delivery thereof to the Servicer.

10. Bank-Qualified or Non-Bank-Qualified.

☐ The Lease under this Lease Supplement is a Non-Bank-Qualified Lease;

OR: (Check 1 box)

☒ The Lease under this Lease Supplement is a Bank-Qualified Lease and Lessee has designated the Lease under the Lease Supplement as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. The Lessee and its subordinate entities, and the entities that issue obligations on behalf of Lessee have not issued other tax-exempt obligations (other than private activity bonds, except Qualified 501(c)(3) Bonds) in the current calendar year, and Lessee does not expect that it and such other entities will issue such tax-exempt obligations such that all of such obligations, taken together with the Lease Amount under the Lease Supplement, would exceed \$10,000,000 in such calendar year. The only tax-exempt obligations issued or expected to be issued in the current calendar year by such parties are as follows (type title, date and amount):

	TITLE	DATE	AMOUNT
(1)	_____	_____	_____
(2)	_____	_____	_____

11. Payments Direction. Lessee authorizes and directs the Servicer under this Lease Supplement to pay the vendors of the Property as indicated below:

<u>NAME AND ADDRESS OF VENDOR</u>	<u>INVOICE #</u> (attach invoices)	<u>AMOUNT</u>
City of Clarkston 736 Park North Boulevard Clarkston, GA 30021 Attn: City Manager (404) 296-6489	Enclosed	\$106,700.00

(Should Lessee have previously paid vendor, or require another means of payment to the Vendor, it should attach a request for an alternate payment method with a full explanation and, if applicable, proof of payment to the vendor.)

12. Assignee and Servicer. Lessor has assigned its rights and interests in the Lease to Magnolia Bank, which shall serve as Servicer for the Lease, and Lessee shall make payments to such Servicer.

13. Schedules. Lessee hereby delivers to Lessor and its assigns the completed, executed and effective Schedules C, D, and F, described below.

This Lease Supplement is dated: _____.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed.

LESSEE:
(SEAL)

City of Clarkston

Signed By: _____
City Manager or Mayor

Print Name: _____

Attested By: _____
City Clerk

Print Name: _____

Date: _____

LESSOR:
(SEAL)

GEORGIA MUNICIPAL ASSOCIATION, INC.

Signed By: _____
Executive Director

Attested By: _____
Financial Services Program Manager

Date of Execution: _____

Schedules Hereto:

- A. Property Schedule**
- B. Rental Schedule**
- C. Appropriation Certificate Form**
- D. Form 8038G or 8038GC**
- E. Form UCC-1 (If included)**
- F. Ordinance/Resolution for Lease Supplement**
- G. Assignment and Transfer of Lease Supplement
(Schedule G will be completed by GMA)**

SCHEDULE A

PROPERTY SCHEDULE

<u>DESCRIPTION OF PROPERTY</u>	<u>IDENTIFICATION OR VIN NUMBER</u>	<u>AMOUNT FINANCED</u>
Various Vehicles		\$106,700.00

Annual Interest Rate:	4.59%
Years:	4
Payments Per Year:	4
Amount:	\$106,700.00

Payment Number	Payment	Principal	Interest	Balance
1	\$7,337.75	\$6,113.36	\$1,224.38	\$100,586.64
2	\$7,337.75	\$6,183.51	\$1,154.23	\$94,403.12
3	\$7,337.75	\$6,254.47	\$1,083.28	\$88,148.65
4	\$7,337.75	\$6,326.24	\$1,011.51	\$81,822.41
5	\$7,337.75	\$6,398.83	\$938.91	\$75,423.58
6	\$7,337.75	\$6,472.26	\$865.49	\$68,951.31
7	\$7,337.75	\$6,546.53	\$791.22	\$62,404.78
8	\$7,337.75	\$6,621.65	\$716.09	\$55,783.13
9	\$7,337.75	\$6,697.64	\$640.11	\$49,085.50
10	\$7,337.75	\$6,774.49	\$563.26	\$42,311.01
11	\$7,337.75	\$6,852.23	\$485.52	\$35,458.78
12	\$7,337.75	\$6,930.86	\$406.89	\$28,527.92
13	\$7,337.75	\$7,010.39	\$327.36	\$21,517.53
14	\$7,337.75	\$7,090.83	\$246.91	\$14,426.70
15	\$7,337.75	\$7,172.20	\$165.55	\$7,254.50
16	\$7,337.75	\$7,254.50	\$83.25	\$0.00
TOTALS	\$117,403.94	\$106,700.00	\$10,703.94	

SCHEDULE C

APPROPRIATION CERTIFICATE

Re: Master Lease dated June, 8, 2012 and Lease Supplement (the "Lease Supplement")
dated _____, between Lessee and Georgia Municipal
Association, Inc.

The undersigned officers of the City of Clarkston (the "Lessee") hereby certify that all Rentals and the Termination Payment under the referenced Lease Supplement, for the current fiscal year are within such Lessee's operating budget or budgets for such year and an appropriation of funds for such year has been made for such purpose and is available therefore.

Dated: _____

City of Clarkston

Signed by: _____

Print Name: _____

Title: _____

Attested By: _____

Print Name: _____

Title: _____

(SEAL)

INSTRUCTIONS:

1. To be given at the time of signing a Lease Supplement and within 30 days of the adoption of each annual budget.
2. Complete a separate certificate for each Lease Supplement in effect.

SCHEDULE D
Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name City of Clarkston		2 Issuer's employer identification number (EIN) 58-6003756
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 736 Park North Boulevard	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Clarkston, GA 30021		7 Date of issue
8 Name of issue City of Clarkston / GMA Essential Equipment Lease-Purchase		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Ms. ChaQuias Miller Thornton, City Manager		10b Telephone number of officer or other employee shown on 10a (404) 296-6489

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	\$106,700
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ► <u>Various Vehicles</u>	18	
19 If obligations are TANs or RANs, check only box 19a ► ☐		
If obligations are BANs, check only box 19b ► ☐		
20 If obligations are in the form of a lease or installment sale, check box ► ☒		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ \$106,700	\$ N/A	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	\$106,700
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	0 00
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	0 00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	\$106,700

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ►	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded ►	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ►	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative Date ▶ _____ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶ _____			Firm's EIN ▶ _____	
Firm's address ▶ _____			Phone no. _____	

SCHEDULE F

ORDINANCE/RESOLUTION FOR SUPPLEMENTAL LEASES

A RESOLUTION OR ORDINANCE TO AUTHORIZE AND
DIRECT AN OFFICER OF THE CITY
TO EXECUTE ONE OR MORE LEASE SUPPLEMENTS FOR A LEASE
OR LEASES UNDER THE GMA DIRECT LEASING PROGRAM; TO DESIGNATE
SUCH LEASES AS QUALIFIED TAX-EXEMPT OBLIGATIONS;
TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City has entered into a Master Lease (the "Master Lease") dated as of June, 8, 2012, with Georgia Municipal Association, Inc. for the leasing from time to time of certain equipment, machinery or other personal property pursuant to Supplemental Leases;

NOW THEREFORE, BE IT RESOLVED OR ORDAINED AS FOLLOWS BY THE GOVERNING BODY OF THE CITY:

1. The _____ of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for Various Vehicles (the "Leased Property"); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.

2. ☐ An appropriation in the City's current operating budget has previously been made, which shall be sufficient to pay the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements; or

(check box if applicable)

☐ An appropriation from unappropriated and unreserved funds in the City's current operating budget is hereby made for the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements, and the budget of the City is hereby amended to reflect such appropriation to the extent necessary.

3. The lease or leases contemplated by the said Lease Supplements are hereby designated "Qualified Tax-Exempt Obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and said officer shall be authorized to confirm such designation by execution of appropriate documents in connection therewith.

4. This authorization shall be effective immediately.

CLERK'S CERTIFICATE

The undersigned hereby certifies that he or she is the Clerk of the City of Clarkston, Georgia (the "City"), and that the foregoing is a true copy of the ☐ Resolution or, ☐ Ordinance [Check One] adopted by the governing body of the City at a meeting duly held on the _____, 20____, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect. Given under the seal of the City, this _____, 20____.

(SEAL)

City Clerk



Vehicle: [Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr LT



Quote Worksheet

		MSRP
Base Price		\$63,700.00
Dest Charge		\$2,795.00
Total Options		\$2,585.00
Subtotal		\$69,080.00
FLEET ADJUSTMENT		(\$5,600.00)
DELIVERY		\$110.00
Subtotal Pre-Tax Adjustments		(\$5,490.00)
Less Customer Discount		\$0.00
Subtotal Discount		\$0.00
Trade-In		\$0.00
Subtotal Trade-In		\$0.00
Taxable Price		\$63,590.00
Sales Tax		\$0.00
Subtotal Taxes		\$0.00
Subtotal Post-Tax Adjustments		\$0.00
Total Sales Price		\$63,590.00

DRAFT



Hardy Chevrolet Buick GMC Inc

Desmond Delesline | 6787803034 | ddelesline@hardyautomotive.com

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr LT (✔ Complete)

Dealer Signature / Date

Customer Signature / Date

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CC10706	2026 Chevrolet Tahoe 2WD 4dr LT	\$63,700.00

COLORS	
CODE	DESCRIPTION
GBA	Black

EMISSIONS		DRAFT		
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00

ENGINE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00

TRANSMISSION				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MHS	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Standard with (L84) 5.3L EcoTec3 V8 engine only.) (STD)	0.00 lbs	0.00 lbs	\$0.00

GVWR				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
C6C	GVWR, 7400 lbs. (3357 kg) (Standard on 2WD models with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine.) (STD)	0.00 lbs	0.00 lbs	\$0.00

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Data Version: 27726. Data Updated: Feb 10, 2026 6:49:00 PM PST.



Hardy Chevrolet Buick GMC Inc

Desmond Delesline | 6787803034 | ddelesline@hardyautomotive.com

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr LT (Complete)

AXLE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GU5	Rear axle, 3.23 ratio	0.00 lbs	0.00 lbs	\$0.00
PREFERRED EQUIPMENT GROUP				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1LT	LT Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00
WHEEL TYPE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
RCV	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)	0.00 lbs	0.00 lbs	\$0.00
TIRES				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
QDF	Tires, 265/65R18SL all-season, blackwall (Standard with (RCV) 18" Bright Silver painted aluminum wheels only.) (STD)	0.00 lbs	0.00 lbs	\$0.00
PAINT				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GBA	Black	0.00 lbs	0.00 lbs	\$0.00
SEAT TYPE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
A50	Seats, front bucket (STD)	0.00 lbs	0.00 lbs	\$0.00
SEAT TRIM				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H0Y	Jet Black, Leather-Appointed seating surfaces	0.00 lbs	0.00 lbs	\$0.00

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Data Version: 27726. Data Updated: Feb 10, 2026 6:49:00 PM PST.



HARDY AUTOMOTIVE FLEET GROUP

AUSTIN HARRIS | 7705475964 | AHARRIS@HARDYAUTOMOTIVE.COM

[Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (19)



DRAFT



[Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (19) (Complete)

Quote Worksheet

	MSRP
Base Price	\$46,000.00
Dest Charge	\$2,795.00
Total Options	(\$345.00)
Subtotal	\$48,450.00
STATE WIDE CONTRACT SWC#99999-SPD-SPD00000218-0006	(\$5,450.00)
DELIVERY	\$110.00
TRADE IN VALUE FOR CFB87340	(\$2,500.00)
Subtotal Pre-Tax Adjustments	(\$7,840.00)
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$40,610.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$40,610.00

Dealer Signature / Date

Customer Signature / Date



[Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (19) (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK10543	2026 Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck	\$46,000.00

COLORS	
CODE	DESCRIPTION
GBA	Black

EMISSIONS		DRAFT		
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00

ENGINE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L3B	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.) *GROSS*	0.00 lbs	0.00 lbs	\$0.00

TRANSMISSION				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MFC	Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)	0.00 lbs	0.00 lbs	\$0.00

GVWR				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
C5W	GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine.)	0.00 lbs	0.00 lbs	\$0.00

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Data Version: 28747. Data Updated: Jun 16, 2026 1:47:00 AM UTC.



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: AUGUST 6, 2026

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

SUBJECT: Approval of Resolution No. 2026-020 Requesting Clarkston Roadways to be Approved for use of Speed Detection Devices.

PRESENTER CONTACT: James Bullock

PHONE NUMBER:

DEPARTMENT: Police Department

PURPOSE: Local speed detection is allowed when a permit is issued by the State of Georgia - subject to approval by the Georgia Department of Transportation (GDOT) and the Department of Public Safety (DPS). The City's application for the speed detection permit must be accompanied by a certified copy of a resolution of the governing body seeking the permit showing that the governing body approves of and desires the use of speed detection devices for its law enforcement officers.

IMPACT: Use of speed detection devices on the proposed City streets may aid the City's goal in drastically reducing fatal collisions. As previously resolved by the City, through its Safe Streets for All project initiative, the City is committed to eliminating serious injury and fatal incidents that are caused by vehicular traffic. Increased traffic safety is the goal of speed detection device use.

FUNDING SOURCE: No material cost is associated.

RECOMMENDATION: The Police Department Administration and City Administration recommend Council approval of the proposed Resolution. Copy of the Resolution 2026-020 is currently being drafted by the City Attorney and will be available for before the work session of Council on 07/28/2026. The proposed List of Roadways for City of Clarkston is attached and will be included in the resolution as EXHIBIT A.

RESOLUTION NO. 2020-020

A RESOLUTION BY THE CLARKSTON CITY COUNCIL TO ESTABLISH SPEED LIMITS FOR CERTAIN ROAD AND STREET SEGMENTS AND APPROVING SEEKING A PERMIT FROM THE GEORGIA DEPARTMENT OF PUBLIC SAFETY FOR THE CLARKSTON POLICE DEPARTMENT TO USE SPEED DETECTION DEVICES TO ENFORCE SUCH SPEED LIMITS.

WHEREAS, O.C.G.A. § 40-14-3(a) authorizes municipalities to apply to the Georgia Department of Public Safety for a permit to authorize the use of speed detection devices for purposes of traffic control on streets, roads, and highways within such municipalities; and

WHEREAS, a list of streets and roads within the City of Clarkston, along with designated speed limits for designated segments of the streets and roads, is attached hereto and labeled as LIST NUMBER 06-2026-01.

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

1. The speed limits for the indicated street/road segments set forth on LIST NUMBER 06-2026-01 are hereby approved.
2. Any previously approved speed limits are hereby repealed to the extent that they are inconsistent with LIST NUMBER 06-2026-01.
3. The Clarkston City Council hereby approves of and desires the use of speed detection devices for its law enforcement officers to enforce the speed limits established by LIST NUMBER 06-2026-01 attached hereto and incorporated here by reference.
4. The City Manager, Chief of Police, or their designee shall cause an application to accomplish the purposes of this resolution to be submitted to the Georgia Department of Public Safety in compliance with the regulations established by Ga. Comp. R. & Regs. r. 570-7-.02.

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

The City of Clarkston is hereby requesting that the following roadways be approved for the use of speed detection devices:

LIST OF ROADWAYS
for
CITY OF CLARKSTON
OFF-SYSTEM

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Brockett Road	CLARKSTON	East Ponce De Leon Avenue	0.15 miles North of Brockett Trail	0.38	40
Casa Drive	CLARKSTON	Mell Avenue	Casa Woods Lane	0.35	25
Church Street	CLARKSTON	North Decatur Road	Lovejoy Street	1.25	30
Church Street	CLARKSTON	Lovejoy Street	Wilson Street	1.08	35
East Ponce De Leon Avenue	CLARKSTON	407 I-285 Overpass	Pecan Street	.26	40
East Ponce De Leon Avenue	CLARKSTON	Pecan Street	North Indian Creek Drive	0.27	35
East Ponce De Leon Avenue	CLARKSTON	North Indian Creek Drive	Montreal Road	0.35	30
East Ponce De Leon Avenue	CLARKSTON	Montreal Road	0.25 miles North of West Smith Street	0.47	35
East Ponce De Leon Avenue	CLARKSTON	120 feet East of Cobble Mill Lane	0.05 miles East of Country Address	0.62	40
Glendale Road	CLARKSTON	Church Street	Gibbons Lane	.33	25
Hill Street	CLARKSTON	East Ponce De Leon Avenue	Sams Road	0.40	25
Jolly Avenue	CLARKSTON	East Ponce De Leon Avenue	Mell Avenue	0.35	25
Market Street	CLARKSTON	50 feet North of Market Walk	North Indian Creek Drive	0.70	25
Montreal Road	CLARKSTON	North Indian Creek Drive	Stone Mountain Freeway	0.52	35
North Indian Creek Drive	CLARKSTON	Jamieson Place	Montreal Road	0.80	35
North Indian Creek Drive **** SCHOOL ZONE ****	CLARKSTON <i>Atlanta Area School for The Deaf</i>	Jamieson Place	Debelle Street	0.15	25
Pecan Street	CLARKSTON	East Ponce De Leon Avenue	Jolly Avenue	0.40	25
Rogers Street	CLARKSTON	North Indian Creek Drive	Cranford Drive	0.40	25

******SCHOOL ZONE HOURS EFFECTIVE******

A.M. from 45 minutes prior to commencement time to 15 minutes after commencement time

SCHOOL DAYS ONLY

P.M. from 15 minutes prior to dismissal time to 45 minutes after dismissal time

SCHOOL DAYS ONLY

The City of Clarkston is hereby requesting that the following roadways be approved for the use of speed detection devices:

LIST OF ROADWAYS
for
CITY OF CLARKSTON
OFF-SYSTEM

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Brockett Road	CLARKSTON	East Ponce De Leon Avenue	0.15 miles North of Brockett Trail	0.38	40
Casa Drive	CLARKSTON	Mell Avenue	Casa Woods Lane	0.35	25
Church Street	CLARKSTON	North Decatur Road	Lovejoy Street	1.25	30
Church Street	CLARKSTON	Lovejoy Street	Wilson Street	1.08	35
East Ponce De Leon Avenue	CLARKSTON	407 I-285 Overpass	Pecan Street	.26	40
East Ponce De Leon Avenue	CLARKSTON	Pecan Street	North Indian Creek Drive	0.27	35
East Ponce De Leon Avenue	CLARKSTON	North Indian Creek Drive	Montreal Road	0.35	30
East Ponce De Leon Avenue	CLARKSTON	Montreal Road	0.25 miles North of West Smith Street	0.47	35
East Ponce De Leon Avenue	CLARKSTON	120 feet East of Cobble Mill Lane	0.05 miles East of Country Address	0.62	40
Glendale Road	CLARKSTON	Church Street	Gibbons Lane	.33	25
Hill Street	CLARKSTON	East Ponce De Leon Avenue	Sams Road	0.40	25
Jolly Avenue	CLARKSTON	East Ponce De Leon Avenue	Mell Avenue	0.35	25
Market Street	CLARKSTON	50 feet North of Market Walk	North Indian Creek Drive	0.70	25
Montreal Road	CLARKSTON	North Indian Creek Drive	Stone Mountain Freeway	0.52	35
North Indian Creek Drive	CLARKSTON	Jamieson Place	Montreal Road	0.80	35
North Indian Creek Drive **** SCHOOL ZONE ****	CLARKSTON <i>Atlanta Area School for The Deaf</i>	Jamieson Place	Debelle Street	0.15	25
Pecan Street	CLARKSTON	East Ponce De Leon Avenue	Jolly Avenue	0.40	25
Rogers Street	CLARKSTON	North Indian Creek Drive	Cranford Drive	0.40	25

SCHOOL ZONE HOURS EFFECTIVE

A.M. from 45 minutes prior to commencement time to 15 minutes after commencement time

SCHOOL DAYS ONLY

P.M from 15 minutes prior to dismissal time to 45 minutes after dismissal time

SCHOOL DAYS ONLY

ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY REPEALED.

Signature of Governing Authority:

MAYOR

Sworn and subscribed before me

This _____ day of _____, 2026

CITY CLERK



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: AUGUST 6, 2026

Meeting Type	Item No.	Action Type	Public Hearing
City Council	9A	Presentation/ Administrative Business	

SUBJECT: Consideration and Presentation of a Proclamation of the City of Clarkston honoring Rupert Fike as 2026 Author of the Year.

PRESENTER CONTACT:

PHONE NUMBER:

DEPARTMENT: Mayor/ City Council

PURPOSE:

IMPACT:

FUNDING SOURCE:

RECOMMENDATION:



**A PROCLAMATION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CLARKSTON
HONORING RUPERT FIKE, 2026 GEORGIA AUTHOR OF THE YEAR**

WHEREAS, Rupert Fike is a longtime resident of Clarkston and a respected poet, author, educator, and literary ambassador whose work reflects the power of storytelling to preserve history, inspire reflection, and strengthen connections among people and communities; and

WHEREAS, Rupert Fike has been a resident of Clarkston for more than 20 years and, together with his wife, Kathy, restored a prominent home built in 1890 that had fallen into disrepair, thereby helping to preserve the city's historic character and contribute to the stabilization and revitalization of a historic neighborhood; and

WHEREAS, Rupert Fike has generously volunteered his time, skills, and talents in support of numerous Clarkston community initiatives, including providing after-school tutoring for students at Fugees Academy and Clarkston High School; mentoring resettled youth through the International Rescue Committee's Summer Day Camp; donating his labor to build benches for the City's first dog park; helping construct the pavilion at Forty Oaks for Global Growers; and serving as an on-call carpenter for Refuge Coffee during its early years; and

WHEREAS, Rupert Fike has brought attention to Clarkston's vibrant community of artists by being named the **2026 Georgia Author of the Year in the Poetry Collection category** for his book, *All Things in Common: Poems from the Farm*, during the 62nd annual Georgia Author of the Year Awards; and

WHEREAS, *All Things in Common: Poems from the Farm* draws upon Rupert Fike's experiences helping to establish The Farm, a communal community in rural Tennessee, and uses poetry to explore community, history, relationships, personal growth, and the shared experiences that unite people across generations; and

WHEREAS, Rupert Fike has served as a literary representative of our community; honored Clarkston through poetry presented at the swearing-in ceremonies of newly elected mayors and council members; and used his work to celebrate Clarkston's people, diversity, history, and unique sense of place; and

WHEREAS, his recognition as Georgia Author of the Year brings honor to Rupert Fike, his family, the City of Clarkston, and the broader Georgia literary community and reflects Clarkston's continuing commitment to creativity, education, cultural expression, and the arts;

NOW, THEREFORE, BE IT PROCLAIMED, that I, **Beverly H. Burks, Mayor of the City of Clarkston**, together with the members of the **Clarkston City Council**, do hereby honor and congratulate **Rupert Fike, 2026 Georgia Author of the Year**, in recognition of his outstanding literary accomplishments, his service as Clarkston's Poet Laureate, and his enduring contributions to poetry, education, and the cultural life of our community; and

BE IT FURTHER PROCLAIMED, that **August 4, 2026**, shall be recognized as **"RUPERT FIKE DAY"** in the City of Clarkston, Georgia, and we encourage all residents to join the Mayor and City Council in celebrating his exceptional achievements and contributions to our community and the literary arts.

SO PROCLAIMED, this **4th day of August 2026**.

ATTEST:

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

By _____
Cynthia Hanson, City Clerk

Beverly H. Burks, Mayor



CITY COUNCIL

CITY COUNCIL WORK SESSION

AGENDA ITEM SUMMARY SHEET

MEETING DATE: July 28, 2026

Meeting Type	Item No.	Action Type	Public Hearing
City Council Work Session	6C	New Business	No

SUBJECT: Council and Mayor Selection of Greenway Phase I Trail Concept Design Option A-1 or B

PRESENTER CONTACT: Larry Kaiser, PE

PHONE NUMBER: 404-909-5619

DEPARTMENT: City Engineer

PURPOSE: Present two Trail Concept Design Options; A-1 and B, for Council and Mayor final decision and to allow staff to direct Atkins to finalize the GDOT Concept Report for the selected Option.

IMPACT/PROJECT DETAILS: Consultant AtkinsRealis presented four potential trail alignments for City Council and Mayors consideration on February 3rd. Those 4 options were presented to the Steering Committee on January 29. Subsequent to these two presentations, staff and consultant prepared two additional trail alignments including the replacement of the existing box culvert on Montreal Road which will provide for a “no rise” flood condition (existing culvert currently undersized resulting in increased flood elevations upstream). At the March work session, Council and Mayor identified Options A-1 and B for further investigation.

Identifying the final concept design option will allow staff to direct Atkins to complete the concept design contract scope of work, and to begin negotiations with Atkins for the scope of work and fees for final design plan development. It should be noted that AtkinsRealis provided the full design scope and fees for all phases of plan development. Staff recommended to council last year that the city contract with AtkinsRealis for Concept Plan Development. Completing the concept design allows staff the opportunity to have a clearer picture on the required final plan design scope of work and fees.

Staff will pursue completion of final plan development scope and fee negotiations with Atkins by the September work session and a present a contract for final plan design development for council decision by mid-October. This will allow the design to be of sufficient detail for staff to complete an ARC TIP grant application in late 2026 or early 2027 depending on the next ARC “call for projects”.

In June, several members of the Trail Steering Committee, including other interested city residents and South Fork Conservancy board members, met on site to walk Options A-1 and B. A majority of those attending, identified Option A-1 as the preferred alignment.

The fly-through animation of the identified option will be presented to city council at the August work session. This presentation and the Final GDOT Concept Report will complete the Concept Design Contract with AtkinsRealis. Pending Council and Mayor approval, staff will pursue completion of scope and fee negotiations with Atkins by the September work session and a contract execution for final plan design development by mid-October.

Although Council decision today is for the selection of either Option A-1 or B and begin negotiations with Atkins on the final plan scope of work and fees, staff has prepared an outline that addresses the future Construction Phase and associated decision(s) pending council review/decision later in 2026 or early 2027.

The construction costs associated with the 2 options are outlined in the attached table including a detailed estimate of construction cost and line drawings of each option.

SPLOST II allocated \$4.5M for the design and construction costs for Phase I. As discussed at the council retreat in March (see attached spreadsheet), sufficient funds exist to move forward with completion of the final design and construction plans. Considering the CDS grant and current SPLOST II funding level for the trail project, a project funding shortfall of approximately \$6M exists.

Assuming SPLOST II funding re-allocation, county dam funding and ARC grant award, construction of Phase I could proceed forward. See table below.

FUNDING SOURCE: SPLOST II (Final Design Plan Development)

For purposes of construction phase discussions, staff has prepared a table addressing the projected funding and expenditures associated with both Options, as follows:

FUNDING SHORTFALL ANALYSIS

Option	SPLOST II Allocation (1)	Grant(s) Awarded (2)	Design Fees (existing contract + proposed contract) (3)	Est. R/W Acq. (assume mostly donations) (4)	Est. Const. Cost – includes 10% contingency (5)	Box Culvert Replacement (6)	Current Funding Shortfall [1+2] – [3+4+5+6]
A-1	2,500,000	2,000,000	1,500,000	100,000	\$6,065,216	2,996,566	<6,161,782>
B	2,500,000	2,000,000	1,500,000	100,000	\$6,216,631	2,996,566	<6,313,197>

FULL PROJECT FUNDING ANALYSIS

Option	Current Funding Shortfall	ARC TIP Solicitation Application Funding To Be Requested	Funding Sources Required to Move Forward with Construction (assumes county financial participation with dam project and council approval of SPLOST II re-allocation)
A-1	<6,161,782>	3,000,000	\$3,161,782
B	<6,313,197>	3,000,000	\$3,313,197

RECOMMENDATION: Staff recommends Option A-1

CONCEPTUAL COST ESTIMATE
SUMMARY OF TRAIL ALTERNATIVES A1 AND B AND MONTREAL ROAD IMPROVEMENTS
CITY OF CLARKSTON, GEORGIA

Prepared by: AtkinsRéalis

Date 7-14-2026

PROJECT / TRAIL ALTERNATIVE	DESCRIPTION OF PROJECT	COMMENTS	CONCEPTUAL COST ESTIMATE
ALTERNATIVE A1-	MONTREAL RD. ACCESS SOUTH OF STREAM- APPROX. 3,185 LF+- 2 BRIDGES- 114 LF +- CONCRETE TRAIL- 2,297 LF+- BOARDWALK- 774 LF+-	PROS- REDUCED COST BY ELIMINATING THE 3RD BRIDGE. TRAIL PROVIDES ACCESS TO FRIENDSHIP FOREST, BUT CROSSES THE CREEK TO MINIMIZE IMPACT OF GOING THROUGH THE SITE. CONS- TRAIL DOES NOT ALIGN WITH FUTURE PHASE III TRAIL.	\$7,132,204.95
ALTERNATIVE B-	MONTREAL RD. ACCESS NORTH OF STREAM APPROX. 2,670 LF+- 1 BRIDGE- 60 LF +- CONCRETE TRAIL- 1,700 LF+- BOARDWALK- 910 LF+-	PROS-TRAIL ALIGNS WITH FUTURE PHASE III TRAIL. CONS- ALT B DOES NOT PROVIDE ACCESS TO FRIENDSHIP FOREST. ADDED COST DUE TO THE POTENTIAL RETAINING WALLS THAT WILL BE REQUIRED TO CONSTRUCT THE TRAIL ALONG CLARKSTON STATION SLOPE. APPROX 800' LF OF THE TRAIL ALONG THE NORTH SIDE OF CREEK THE EXISTING TOPOGRAPH IS STEEP AND THERE IS LIMITED AREA OUTSIDE OF THE STATE STREAM AND STEEP GRADE THAT WILL IMPACT THE TRAIL CONSTRUCTION COST.	\$7,310,874.65
MONTREAL ROAD ESTIMATE	RECONSTRUCT MONTREAL ROAD AND STREAM CROSSING, REMOVE ACCEL LANE FROM MONTREAL CREEK CT. ON TO MONTREAL RD. PROPOSED- 2-11' LANES, 5' BIKE LANES, C&G, 10' SIDEPATH AND BARRIER WALL, NEW STORM DRAINAGE MID-BLOCK CROSSING,	PROPOSED REMOVAL OF EXISTING BOX CULVERTS AND NEW CONTEC STRUCTURE 33x'9x'80' ALLOW TRAFFIC TO BE OPERATIONAL	\$2,966,566.57

COST ESTIMATE IS BASED ON CONCEPTUAL PLANS, GDOT MEANS PRICING SUMMARY REPORT, & RECENT BIDS THROUGHOUT METRO ATLANTA AREA. ESCALATION IS NOT INCLUDED IN THE COST ESTIMATE.

CONCEPTUAL COST ESTIMATE

ALTERNATIVE A1 APPROX. 3,185 LF ENTRANCE OFF MONTREAL ON SOUTH OF STREAM
CITY OF CLARKSTON, GEORGIA

Prepared by: AtkinsRéalis

Date 7-14-2026

Item Number	Item Description	Unit	Quantity	Unit Price	Cost
CLEARING & GRADING					
150-000	TRAFFIC CONTROL	LS	1	\$25,000.00	\$25,000.00
210-0100	GRADING COMPLETE (INCLUDES MOBILIZATION, GC CLEARING AND GRADING, IMPORTING AND EXPORTING MATERIAL AS NEEDED TO COMPLETE PROJECT)	LS	1	\$300,000.00	\$300,000.00
				Subtotal:	\$325,000.00
EROSION CONTROL ITEMS					
163-0232	TEMPORARY GRASSING	AC	2.00	\$1,500.00	\$3,000.00
163-0300	CONSTRUCTION EXIT	EA	2	\$4,000.00	\$8,000.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	4	\$500.00	\$2,000.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C (DOUBLE ROW, SENSITIVE)	LF	6400	\$5.00	\$32,000.00
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	2	\$3,000.00	\$6,000.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	4	\$90.00	\$360.00
167-1000	WATER QUALITY MONITORING AND SAMPLING (12 mo. Construction project)	EA	12	\$1,000.00	\$12,000.00
167-1500	WATER QUALITY INSPECTIONS	MO	12	\$1,350.00	\$16,200.00
171-0030	TEMPORARY SILT FENCE, TYPE C (DOUBLE ROW, SENSITIVE)	LF	6400	\$9.00	\$57,600.00
643-8200	BARRIER FENCE (ORANGE) 4 FT. (TREE PROTECTION)	LF	6400	\$5.00	\$32,000.00
716-2000	EROSION CONTROL MATS, SLOPES	SY	16000	\$1.50	\$24,000.00
UNDEF	CONCRETE WASHOUT	EA	2	\$4,000.00	\$8,000.00
				Subtotal:	\$201,160.00
AGGREGATE, CONCRETE, AND ASPHALT ITEMS					
310-5040	TRAIL GR AGGR BASE CRS, 6 INCH, INCL MATL/EST.	SY	3575	\$25.00	\$89,375.00
441-0106	CONC SIDEWALK, 6 INCH WWM -	SY	2560	\$95.00	\$243,200.00
444-1000	SAWED JOINTS IN EXISTING PAVEMENTS - PCC	LF	250	\$6.00	\$1,500.00
441-6012	CONC CURB & GUTTER 6 IN x 24 IN TP	LF	1200	\$35.00	\$42,000.00
UNDEF	PAVERS AT TRAILHEADS MAJOR AND MINOR	SF	3400	\$35.00	\$119,000.00
				Subtotal:	\$495,075.00
BRIDGE, BOARDWALK, HANDRAIL AND BRIDGE ITEMS					
500-3120	GDOT 9031L CONCRETE GRAVITY WALL -TRAIL (5'-6' ht x 20 lf)	CY	50	\$1,750.00	\$87,500.00
500-3120	GDOT 9031L CONCRETE WALLS -BRIDGE ABUTMENTS(6'-8' ht x 20 lf)	CY	40	\$1,750.00	\$70,000.00
500-3120	BRIDGE AND BOARDWALK RAILING	LF	1800	\$225.00	\$405,000.00
UNDEF	BOARDWALK	EST	780	\$2,500.00	\$1,950,000.00
UNDEF	GEOTECHNICAL & REPORT WALL FOUNDATION INVESTIGATION (WFI)	LS	2	\$15,000.00	\$30,000.00
UNDEF	CONSTRUCTION MATERIAL TESTING	LS	1	\$50,000.00	\$50,000.00
UNDEF	BRIDGES FOR TRAIL STREAM CROSSING	EA	2	\$300,000.00	\$600,000.00
				Subtotal:	\$3,192,500.00
STORM DRAINAGE ITEMS					
603-2024	STN PLACED RIVER ROCK, TP 1, 24 IN	SY	300	\$200.00	\$60,000.00
550-1240	STORM DRAIN PIPE, 18 INCH MISC. FOR SITE	LF	100	\$75.00	\$7,500.00
				Subtotal:	\$67,500.00
SIGNING AND MARKING ITEMS					
UNDEF	WAYFINDING TRAIL SIGNAGE	EA	12	\$2,000.00	\$24,000.00
				Subtotal:	\$24,000.00
LANDSCAPE ITEMS					
STREAM RESTORATION PLANTINGS					
BULK AND OTHER MATERIALS					
700-9300	SEED - NATIVE GRASS SLOPE MIX	AC	4.00	\$2,500.00	\$10,000.00
700-9300	SOD - BERMUDA (TIFTUF)	SY	250	\$20.00	\$5,000.00
700-7000	AGRICULTURAL LIME	TN	5	\$77.24	\$386.20
700-8000	FERTILIZER MIXED GRADE	TN	1	\$735.58	\$735.58
700-8100	FERTILIZER NITROGEN CONTENT	LB	200	\$2.38	\$476.00
UNDEF	REMOVAL OF INVASIVE PLANT MATERIAL	EST	1	\$75,000.00	\$75,000.00
UNDEF	EST. LANDSCAPE BUDGET	EST	1	\$150,000.00	\$150,000.00
				Subtotal:	\$241,597.78
SITE FURNISHINGS					
UNDEF	BIKE RACK	EA	2	\$3,500.00	\$7,000.00
UNDEF	BENCH	EA	12	\$3,500.00	\$42,000.00
UNDEF	BIKE REPAIR STATION	EA	1	\$10,000.00	\$10,000.00
UNDEF	TRAIL BOLLARDS	EA	8	\$2,000.00	\$16,000.00
441-0105	16' SHUFFLE LIGHT POLES/SECURITY360 CAMERA/ BLUE LIGHT/EMERGENCY CALL	EA	3	\$50,000.00	\$150,000.00
441-0106	ASHBURY 16' LIGHT POLES WITH CAMERA INTEGRATION	EA	12	\$15,000.00	\$180,000.00
441-0107	ASHBURY 16' LIGHT POLES WITHOUT CAMERA INTEGRATION	EA	12	\$13,500.00	\$162,000.00
UNDEF	TRELLIS AT MONTREAL RD.	EA	1	\$75,000.00	\$75,000.00
UNDEF	TRAIL ENTRANCE COLUMN SETS	EST	5	\$25,000.00	\$125,000.00
900-0527	TRASH RECEPTACLE	EA	6	\$2,500.00	\$15,000.00
UNDEF	INFORMATION KIOSK	EA	2	\$30,000.00	\$60,000.00
				Subtotal:	\$842,000.00
Subtotal Construction Cost Only \$5,388,832.78					
OTHER PROJECT RELATED COST					
UNDEF	RIGHT OF WAY/ EASEMENTS (residential)	EST.	0	NIC	TBD
UNDEF	ENGINEERING AND DESIGN COST	EST.	1	\$969,989.90	\$969,989.90
UNDEF	CONSTRUCTION ADMIN.	EST.	1	\$125,000.00	\$125,000.00
				Subtotal:	\$1,094,989.90
Subtotal Cost Estimate \$6,483,822.68					
10% Contingency \$648,382.27					
TOTAL OVERALL PROJECT COST ESTIMATE \$7,132,204.95					
COST ESTIMATE IS BASED ON CONCEPTUAL PLANS, dated GDOT MEANS PRICING SUMMARY REPORT, & RECENT BIDS THROUGHOUT METRO ATLANTA AREA. ESCALATION IS NOT INCLUDED IN THE COST ESTIMATE.					

CONCEPTUAL COST ESTIMATE					
ALTERNATIVE B APPROX. 2670 LF ACCESS OFF MONTREAL ROAD NORTH OF CREEK					
CITY OF CLARKSTON, GEORGIA					
Prepared by: AtkinsRéalis					
Date 7-14-2026					
Item Number	Item Description	Unit	Quantity	Unit Price	Cost
CLEARING & GRADING					
150-000	TRAFFIC CONTROL	LS	1	\$25,000.00	\$25,000.00
210-0100	GRADING COMPLETE (INCLUDES MOBILIZATION, GC CLEARING AND GRADING, IMPORTING AND EXPORTING MATERIAL AS NEEDED TO COMPLETE PROJECT)	LS	1	\$300,000.00	\$300,000.00
				Subtotal:	\$325,000.00
EROSION CONTROL ITEMS					
163-0232	TEMPORARY GRASSING	AC	2.00	\$1,500.00	\$3,000.00
163-0300	CONSTRUCTION EXIT	EA	2	\$4,000.00	\$8,000.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	4	\$500.00	\$2,000.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C (DOUBLE ROW, SENSITIVE)	LF	1000	\$5.00	\$5,000.00
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1	\$3,000.00	\$3,000.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	4	\$90.00	\$360.00
167-1000	WATER QUALITY MONITORING AND SAMPLING (12 mo. Construction project)	EA	12	\$1,000.00	\$12,000.00
167-1500	WATER QUALITY INSPECTIONS	MO	12	\$1,350.00	\$16,200.00
171-0030	TEMPORARY SILT FENCE, TYPE C (DOUBLE ROW, SENSITIVE)	LF	1000	\$9.00	\$9,000.00
643-8200	BARRIER FENCE (ORANGE) 4 FT. (TREE PROTECTION)	LF	1000	\$5.00	\$5,000.00
716-2000	EROSION CONTROL MATS, SLOPES	SY	4000	\$1.50	\$6,000.00
UNDEF	CONCRETE WASHOUT	EA	2	\$4,000.00	\$8,000.00
				Subtotal:	\$77,560.00
AGGREGATE, CONCRETE, AND ASPHALT ITEMS					
310-5040	GR AGGR BASE CRS, 6 INCH, INCL MATL/EST.	SY	2645	\$25.00	\$66,125.00
441-0106	CONC SIDEWALK, 6 INCH WWM -1,700 LF	SY	1890	\$95.00	\$179,550.00
UNDEF	PAVERS AT TRAILHEADS MAJOR AND MINOR	SF	3400	\$35.00	\$119,000.00
				Subtotal:	\$364,675.00
BRIDGE, BOARDWALK, HANDRAIL AND BRIDGE ITEMS					
500-3120	GDOT 9031L CONCRETE GRAVITY WALL -TRAIL (5'-6' ht x 20 lf)	CY	325	\$1,750.00	\$568,750.00
500-3120	GDOT 9031L CONCRETE WALLS -BRIDGE ABUTMENTS(6'-8' ht x 20 lf)	CY	20	\$1,750.00	\$35,000.00
500-3120	BRIDGE AND BOARDWALK RAILING	LF	1824	\$225.00	\$410,400.00
UNDEF	BOARDWALK	EST	912	\$2,500.00	\$2,280,000.00
UNDEF	GEOTECHNICAL & REPORT WALL FOUNDATION INVESTIGATION (WFI)	LS	1	\$15,000.00	\$15,000.00
UNDEF	CONSTRUCTION MATERIAL TESTING	LS	1	\$50,000.00	\$50,000.00
UNDEF	BRIDGES STREAM CROSSING	EA	1	\$300,000.00	\$300,000.00
				Subtotal:	\$3,659,150.00
STORM DRAINAGE ITEMS					
603-2024	STN PLACED RIVER ROCK, TP 1, 24 IN	SY	300	\$200.00	\$60,000.00
550-1240	STORM DRAIN PIPE, 18 INCH MISC. FOR SITE	LF	100	\$75.00	\$7,500.00
				Subtotal:	\$67,500.00
SIGNING AND MARKING ITEMS					
UNDEF	WAYFINDING TRAIL SIGNAGE	EA	12	\$2,000.00	\$24,000.00
				Subtotal:	\$24,000.00
LANDSCAPE ITEMS					
STREAM RESTORATION PLANTINGS					
BULK AND OTHER MATERIALS					
700-9300	SEED - NATIVE GRASS SLOPE MIX	AC	4.00	\$2,500.00	\$10,000.00
700-9300	SOD - BERMUDA (TIFTUF)	SY	250	\$20.00	\$5,000.00
700-7000	AGRICULTURAL LIME	TN	5	\$77.24	\$386.20
700-8000	FERTILIZER MIXED GRADE	TN	1	\$735.58	\$735.58
700-8100	FERTILIZER NITROGEN CONTENT	LB	200	\$2.38	\$476.00
UNDEF	REMOVAL OF INVASIVE PLANT MATERIAL	EST	1	\$75,000.00	\$75,000.00
UNDEF	EST. LANDSCAPE BUDGET	EST	1	\$150,000.00	\$150,000.00
				Subtotal:	\$241,597.78
SITE FURNISHINGS					
UNDEF	BIKE RACK	EA	2	\$3,500.00	\$7,000.00
UNDEF	BENCH	EA	12	\$3,500.00	\$42,000.00
UNDEF	BIKE REPAIR STATION	EA	1	\$10,000.00	\$10,000.00
UNDEF	TRAIL BOLLARDS	EA	8	\$2,000.00	\$16,000.00
441-0105	16' SHUFFLE LIGHT POLES/SECURITY360 CAMERA/ BLUE LIGHT/EMERGENCY CALL	EA	3	\$50,000.00	\$150,000.00
441-0106	ASHBURY 16' LIGHT POLES WITH CAMERA INTEGRATION	EA	12	\$15,000.00	\$180,000.00
441-0107	ASHBURY 16' LIGHT POLES WITHOUT CAMERA INTEGRATION	EA	12	\$13,500.00	\$162,000.00
UNDEF	TRELLIS AT MONTREAL RD.	EA	1	\$75,000.00	\$75,000.00
UNDEF	TRAIL ENTRANCE COLUMN SETS	EST	2	\$25,000.00	\$50,000.00
900-0527	TRASH RECEPTACLE	EA	6	\$2,500.00	\$15,000.00
UNDEF	INFORMATION KIOSK	EA	2	\$30,000.00	\$60,000.00
				Subtotal:	\$767,000.00
Subtotal Construction Cost Only \$5,526,482.78					
OTHER PROJECT RELATED COST					
UNDEF	RIGHT OF WAY/ EASEMENTS (residential)	EST.	0	NIC	TBD
UNDEF	ENGINEERING AND DESIGN COST	EST.	1	\$994,766.90	\$994,766.90
UNDEF	CONSTRUCTION ADMIN.	EST.	1	\$125,000.00	\$125,000.00
				Subtotal:	\$1,119,766.90
Subtotal Cost Estimate \$6,646,249.68					
10% Contingency \$664,624.97					
TOTAL OVERALL PROJECT COST ESTIMATE \$7,310,874.65					
COST ESTIMATE IS BASED ON CONCEPTUAL PLANS, dated GDOT MEANS PRICING SUMMARY REPORT, & RECENT BIDS THROUGHOUT METRO ATLANTA AREA. ESCALATION IS NOT INCLUDED IN THE COST ESTIMATE.					

CONCEPTUAL COST ESTIMATE

Site 1 - MONTREAL ROAD IMPROVEMENTS AT STREAM CROSSING -
CITY OF CLARKSTON, GEORGIA

Prepared by: AtkinsRéalis

Date 7-14-2026

Item Number	Item Description	Unit	Quantity	Unit Price	Cost
CLEARING & GRADING					
150-000	TRAFFIC CONTROL	LS	1	\$110,000.00	\$110,000.00
210-0100	GRADING COMPLETE (INCLUDES MOBILIZATION, GC CLEARING AND GRADING, IMPORTING AND EXPORTING MATERIAL AS NEEDED TO COMPLETE PROJECT)	LS	1	\$300,000.00	\$300,000.00
				Subtotal:	\$410,000.00
EROSION CONTROL ITEMS					
163-0232	TEMPORARY GRASSING	AC	1.50	\$1,500.00	\$2,250.00
163-0300	CONSTRUCTION EXIT	EA	2	\$4,000.00	\$8,000.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	4	\$500.00	\$2,000.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C (DOUBLE ROW, SENSITIVE)	LF	1500	\$5.00	\$7,500.00
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1	\$3,000.00	\$3,000.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	4	\$90.00	\$360.00
167-1000	WATER QUALITY MONITORING AND SAMPLING (6 mo. Construction project)	EA	6	\$1,000.00	\$6,000.00
167-1500	WATER QUALITY INSPECTIONS	MO	6	\$1,350.00	\$8,100.00
171-0030	TEMPORARY SILT FENCE, TYPE C (DOUBLE ROW, SENSITIVE)	LF	1500	\$9.00	\$13,500.00
643-8200	BARRIER FENCE (ORANGE) 4 FT. (TREE PROTECTION)	LF	1500	\$5.00	\$7,500.00
716-2000	EROSION CONTROL MATS, SLOPES	SY	5000	\$1.50	\$7,500.00
UNDEF	CONCRETE WASHOUT	EA	2	\$2,000.00	\$4,000.00
				Subtotal:	\$69,710.00
AGGREGATE, CONCRETE, AND ASPHALT ITEMS					
310-5040	GR AGGR BASE CRS, 6 INCH, INCL MATL/EST.	SY	2500	\$25.00	\$62,500.00
441-0106	CONC SIDEWALK, 6 INCH WWM (INCLUDES ADA RAMPS AND DETECTABLE WARNING STRIP)	SY	900	\$95.00	\$85,500.00
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	LF	1200	\$35.00	\$42,000.00
444-1000	SAWED JOINTS IN EXISTING PAVEMENTS - PCC	LF	50	\$6.00	\$300.00
402 -3100	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, TYPE 1, GP1 OR 2 INCL BITUM MATL & H LIME	TON	200	\$200.00	\$40,000.00
402 -3190	RECYCLED ASPH CONC 19.5 MM SUPERPAVE, GP1 OR 2 INCL BITUM MATL & H LIME	TON	200	\$200.00	\$40,000.00
				Subtotal:	\$270,300.00
BRIDGE, BOARDWALK, HANDRAIL AND BRIDGE ITEMS					
UNDEF	BARRIER WALL WITH FORM LINER ROCK PATTERN EST.	CY	50	\$1,500.00	\$75,000.00
				Subtotal:	\$75,000.00
STORM DRAINAGE ITEMS					
603-2024	STN PLACED RIVER ROCK, TP 1, 24 IN	SY	300	\$200.00	\$60,000.00
441-0600	CONCRETE HEADWALL	EA	4	\$2,500.00	\$10,000.00
UNDEF	CONTEC SPAN IN PLACE (33' span x 9' rise x 80' length) FOOTING NIC	EST	1	\$757,000.00	\$757,000.00
550-1240	STORM DRAIN PIPE, 24 INCH	LF	200	\$100.00	\$20,000.00
UNDEF	STORM SEWER MANHOLE TP-1	EA	4	\$7,500.00	\$30,000.00
UNDEF	FOOTING FOR CONTEC SPAN. EST. FINAL COST BASED ON GEOTECH REPORT	EST	1	\$200,000.00	\$200,000.00
				Subtotal:	\$1,077,000.00
SIGNING AND MARKING ITEMS					
653-0095	THERMOPLASTIC PVMT MARKING, (sharrows bike road marking)	EA	6	\$1,000.00	\$6,000.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	1200	\$0.89	\$1,068.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	600	\$0.91	\$546.00
UNDEF	ROAD SIGNAGE (REMOVE AND REPLACE NEW)	EST	6	\$2,500.00	\$15,000.00
UNDEF	MID-BLOCK CROSSING RRFB WITH PAVED CROSSWALK	EST	1	\$35,000.00	\$35,000.00
				Subtotal:	\$57,614.00
LANDSCAPE ITEMS					
STREAM RESTORATION PLANTINGS					
BULK AND OTHER MATERIALS					
700-9300	SEED - NATIVE GRASS SLOPE MIX	AC	1.50	\$2,500.00	\$3,750.00
700-9300	SOD - BERMUDA (TIFTUF)	SY	700	\$12.00	\$8,400.00
700-7000	AGRICULTURAL LIME	TN	5	\$77.24	\$386.20
700-8000	FERTILIZER MIXED GRADE	TN	1	\$735.58	\$735.58
700-8100	FERTILIZER NITROGEN CONTENT	LB	200	\$2.38	\$476.00
				Subtotal:	\$13,747.78
SITE FURNISHINGS					
441-0106	ASHBURY 16' LIGHT POLES WITH CAMERA INTEGRATION	EA	4	\$15,000.00	\$60,000.00
				Subtotal:	\$60,000.00

Subtotal Construction Cost Only \$2,033,371.78

MISCELLANEOUS ITEMS					
UNDEF	CONSTRUCTION MATERIAL TESTING	EST.	1	\$50,000.00	\$50,000.00
UTILITY RELOCATION, RESET AND ADJUST ITEMS					
UNDEF	RELOCATE UTILITY POLE RELOCATION (EAST SIDE)	EST.	1	\$20,000.00	\$20,000.00
UNDEF	RELOCATE NEW WATERLINE	EST.	1	\$50,000.00	\$50,000.00
UNDEF	RESET UTILITY POLE GUY WIRES	EST.	1	\$2,500.00	\$2,500.00
				Subtotal:	\$172,500.00
OTHER PROJECT RELATED COST					
UNDEF	RIGHT OF WAY/ EASEMENTS	EST.	0	NIC	NIC
UNDEF	SURVEY, ENGINEERING AND DESIGN COST	EST.	1	\$366,006.92	\$366,006.92
UNDEF	PERMITTING	EST.	1	\$25,000.00	\$25,000.00
UNDEF	CONSTRUCTION ADMIN.	EST.	1	\$100,000.00	\$100,000.00
				Subtotal:	\$491,006.92

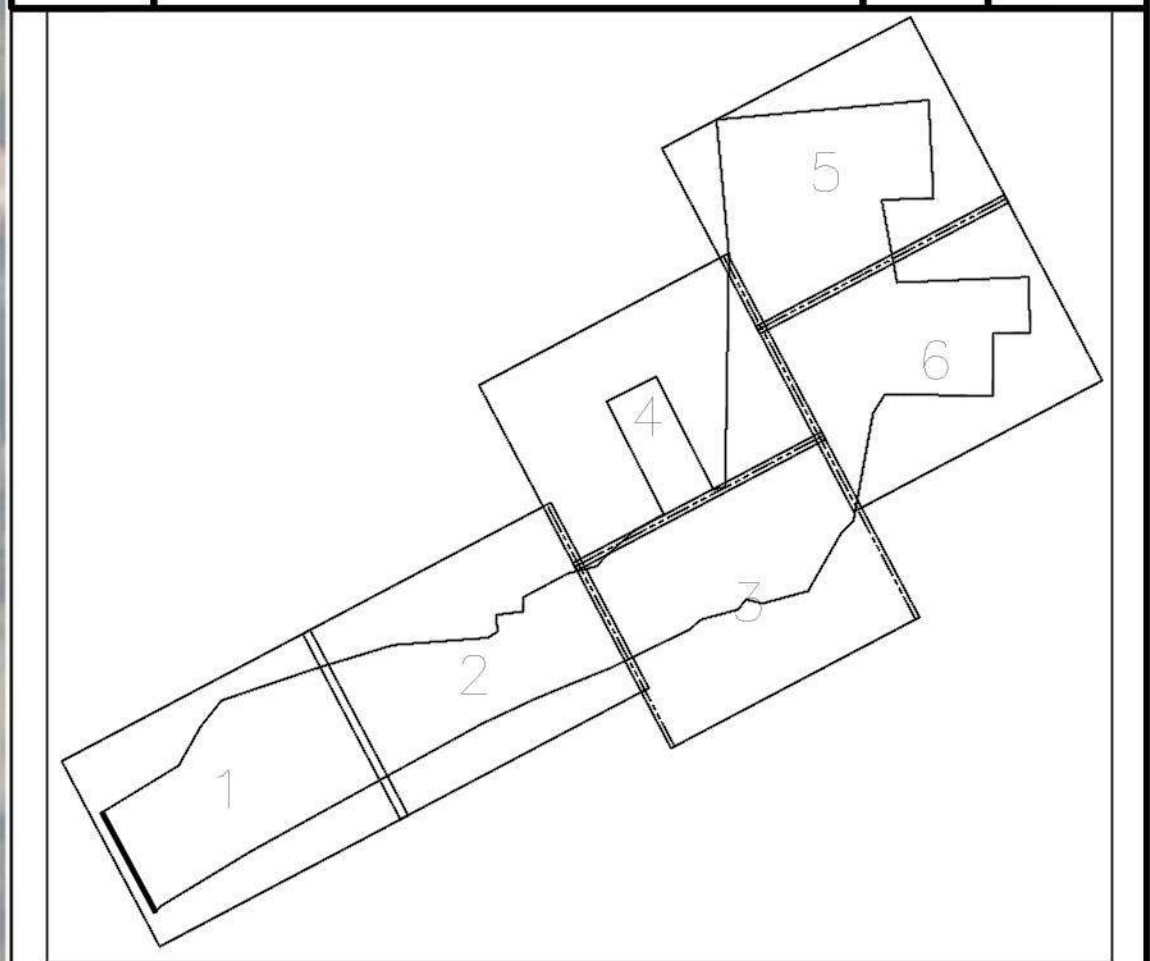
Subtotal Cost Estimate \$2,696,878.70

10% Contingency \$269,687.87

TOTAL OVERALL PROJECT COST ESTIMATE \$2,966,566.57

COST ESTIMATE IS BASED ON CONCEPTUAL PLANS, dated GDOT MEANS PRICING SUMMARY REPORT, & RECENT BIDS THROUGHOUT METRO ATLANTA AREA. ESCALATION IS NOT INCLUDED IN THE COST ESTIMATE.

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100122843		xx



LEGEND

Without Base Flood Elevation (AE)

Regulatory Floodway

0.2% Annual Chance Flood Hazard

Wetland Area

South Fork Peachtree Creek

Proposed Trail

Friendship Forest Wildlife Sanctuary Trail Approx.

Bridge Crossing

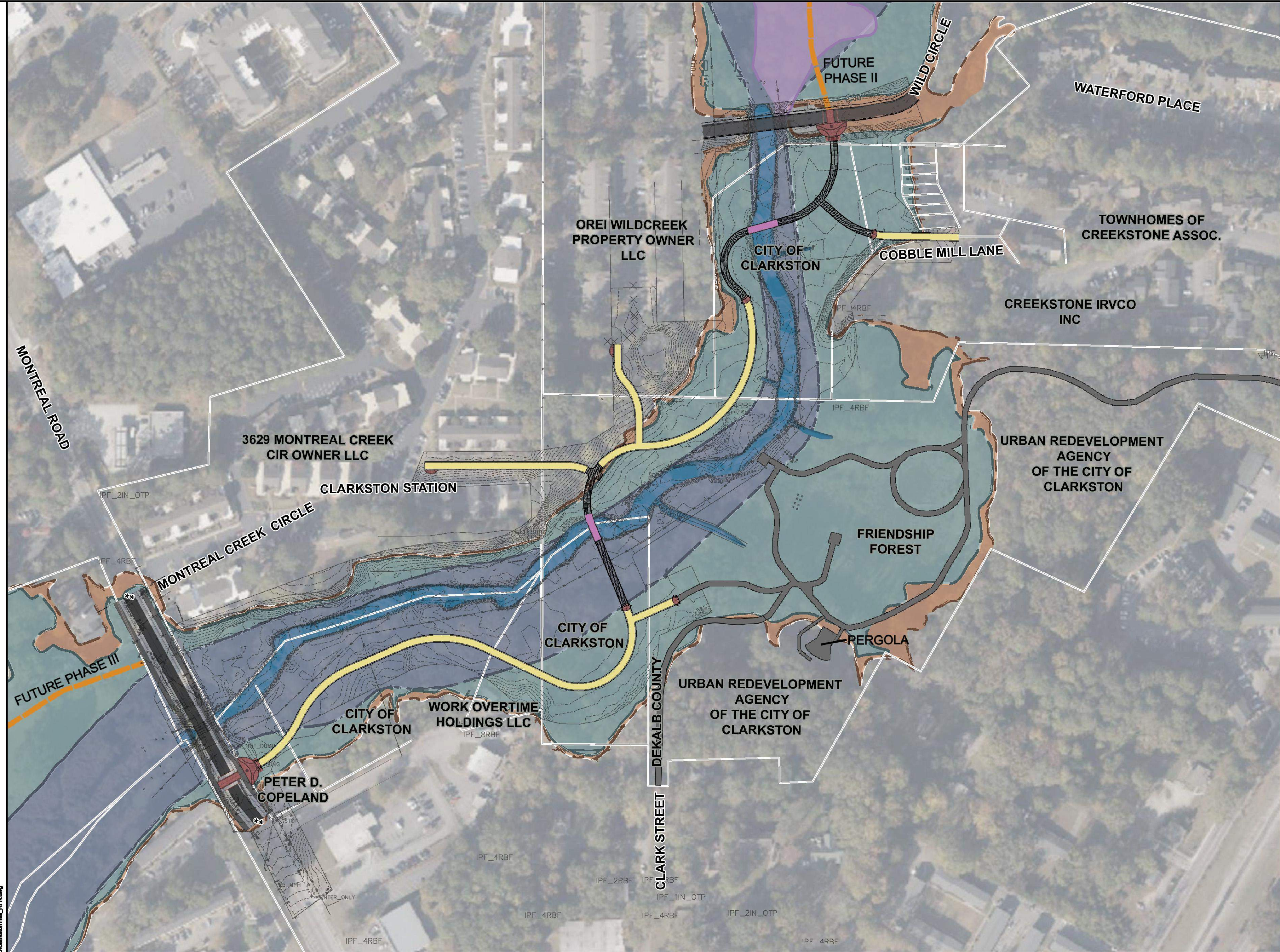
Board Walk

2' Contours

Parcels

PARCEL OWNERS

ID RW/Easement required from Montreal Creek Circle, Peter D. Copeland, Work Overtime Holdings, Orei Wildcreek, Townhomes of Creekstone

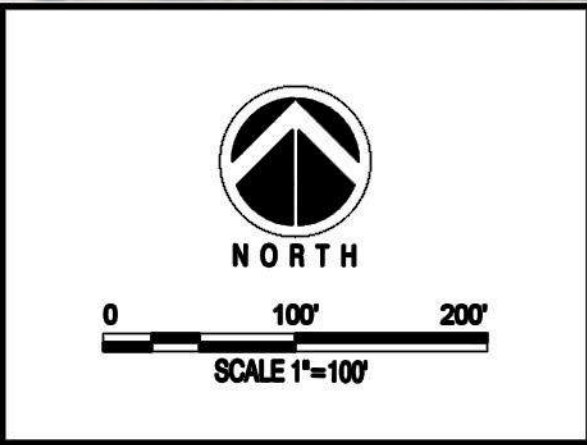


CITY OF CLARKSTON

where possibilities grow

Trail - 2290'
Bridge - 115'
Board Walk - 780'

Total Approx. - 3185 LF



AtkinsRéalis

AtkinsRéalis North America

Atkins North America, Inc.
1600 RiverEdge Parkway NW, Ste. 700
Atlanta, GA 30329
Tel: (770)933-0280

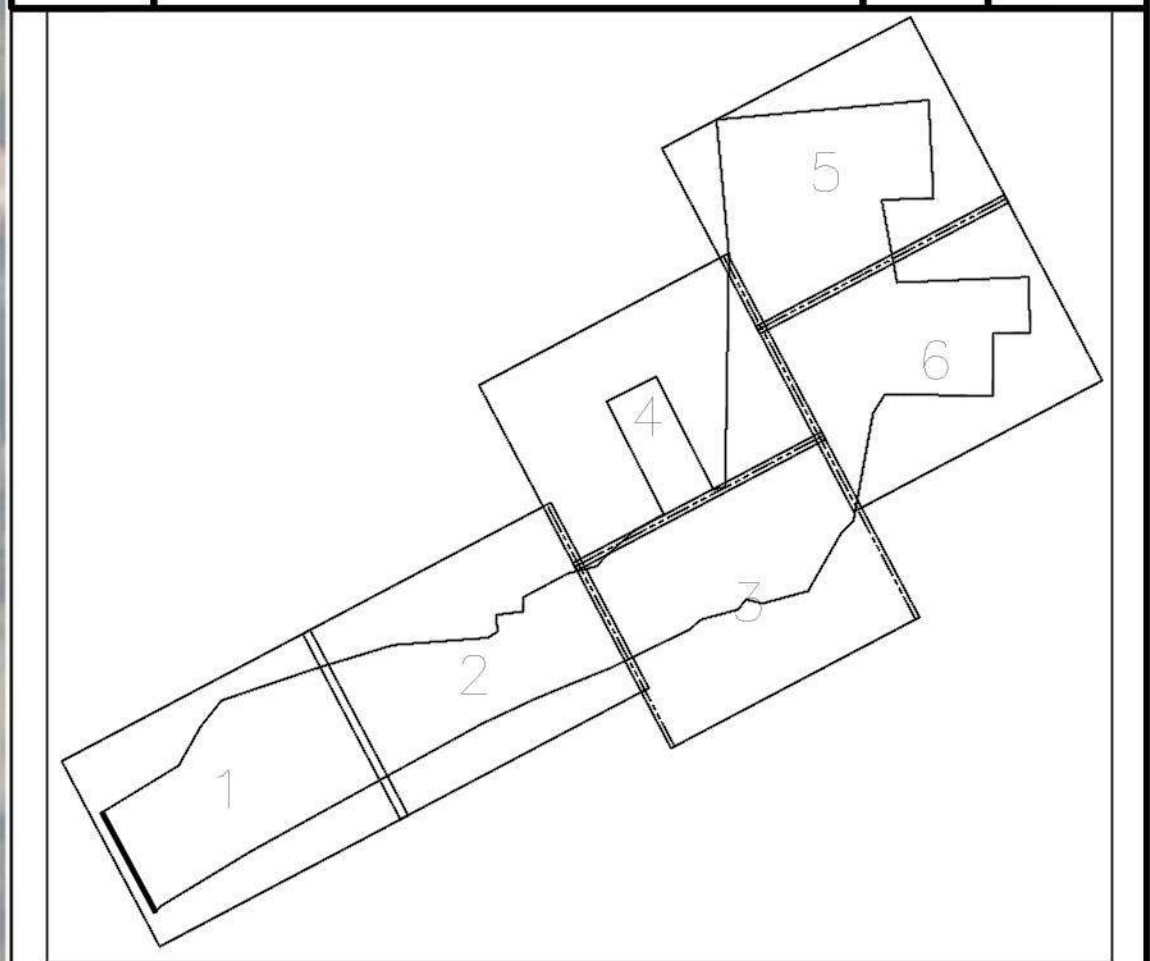
Certificate of Authorization #PEF000802
Expiration Date 06/30/2025

REVISION DATES	
	03.19.26

CLARKSTON TRAILS			
PRELIMINARY CONCEPT DESIGN			
ALIGNMENT A1			
CHECKED:		DATE:	
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	
DRAWING NO.			02

Mar 12/2026 - 12:57pm
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ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100122843		xx



LEGEND

Without Base Flood Elevation (AE)

Regulatory Floodway

0.2% Annual Chance Flood Hazard

Wetland Area

South Fork Peachtree Creek

Proposed Trail

Friendship Forest Wildlife Sanctuary Trail Approx.

Bridge Crossing

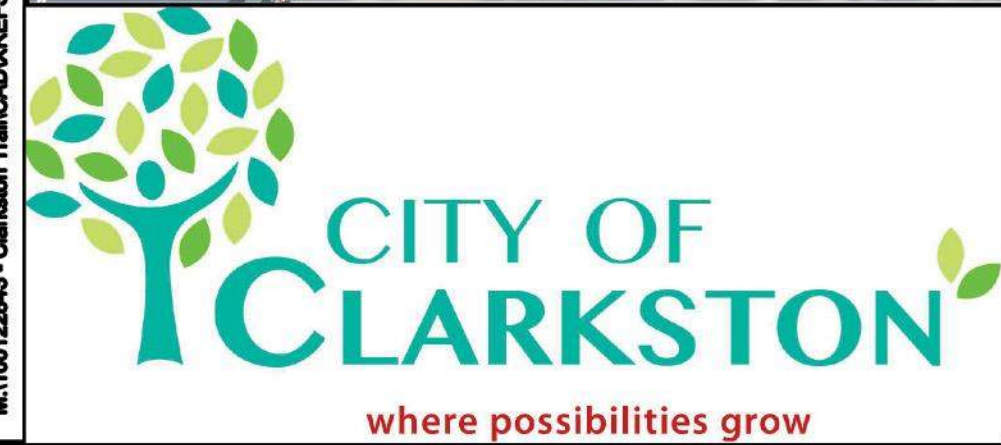
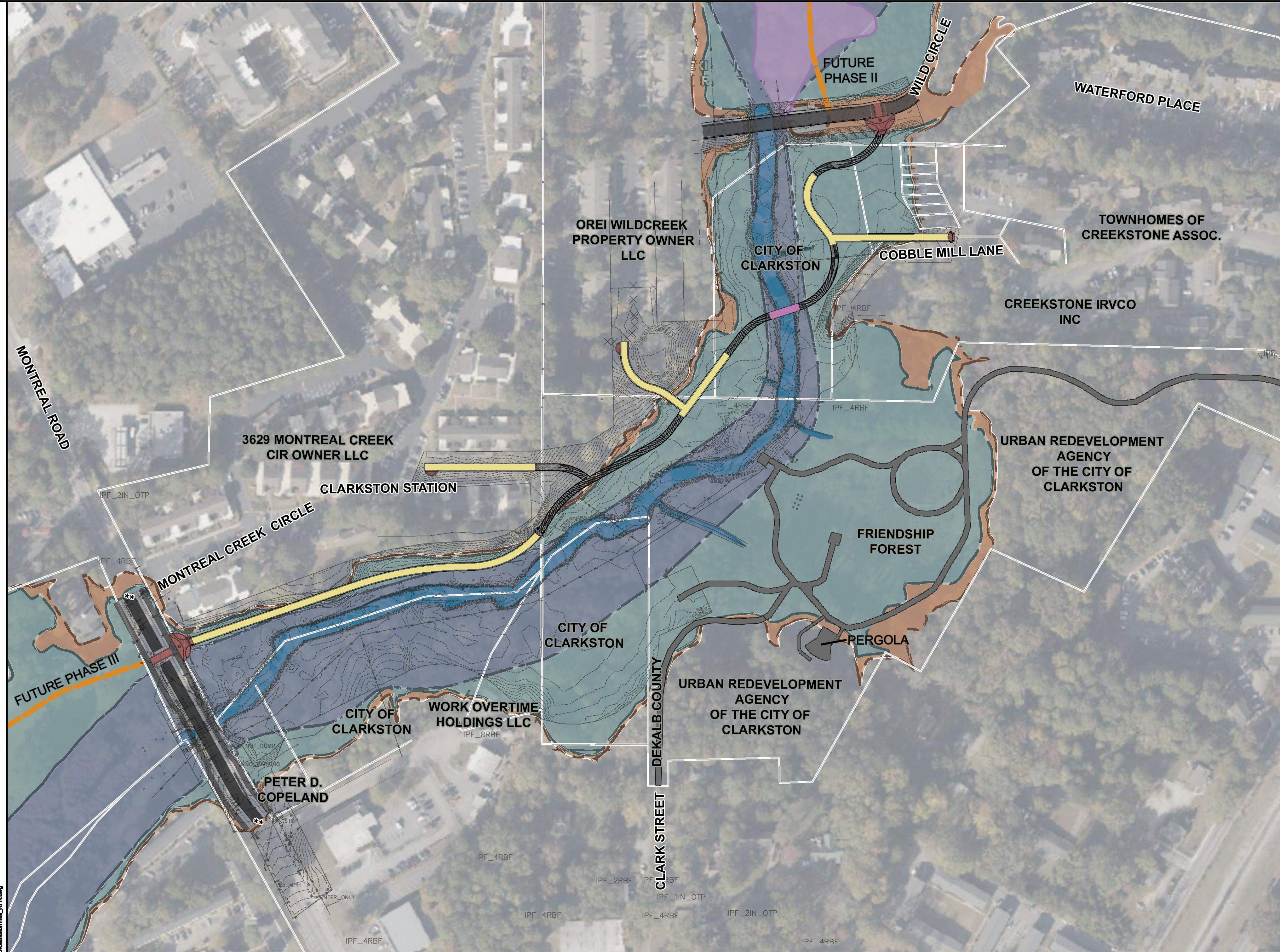
Board Walk

2' Contours

Parcels

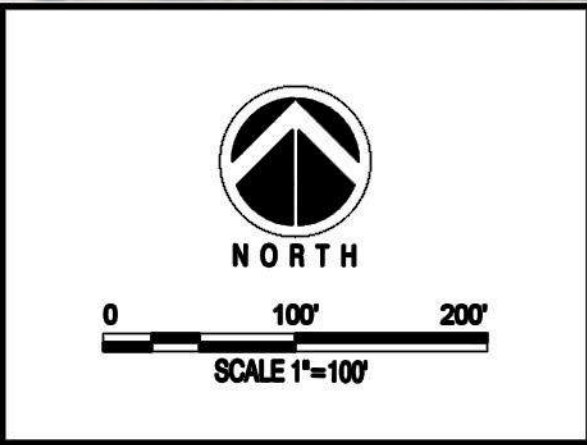
PARCEL OWNERS

ID RW/Easement required from Montreal Creek Circle, Orei Wildcreek, Townhomes of Creekstone



Trail - 1700'
Bridge - 60'
Board Walk - 910'

Total Approx. - 2670 LF



AtkinsRéalis
AtkinsRéalis North America

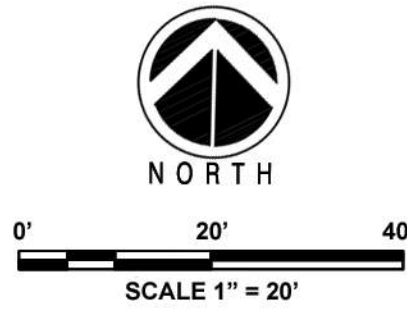
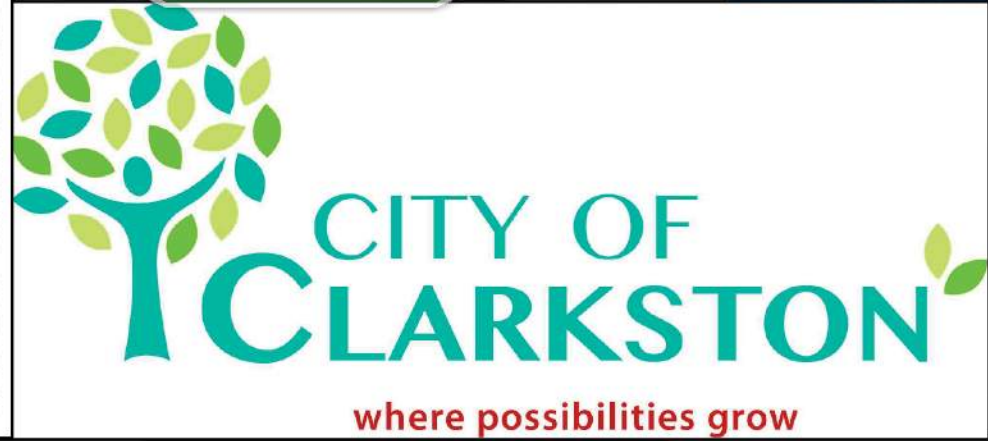
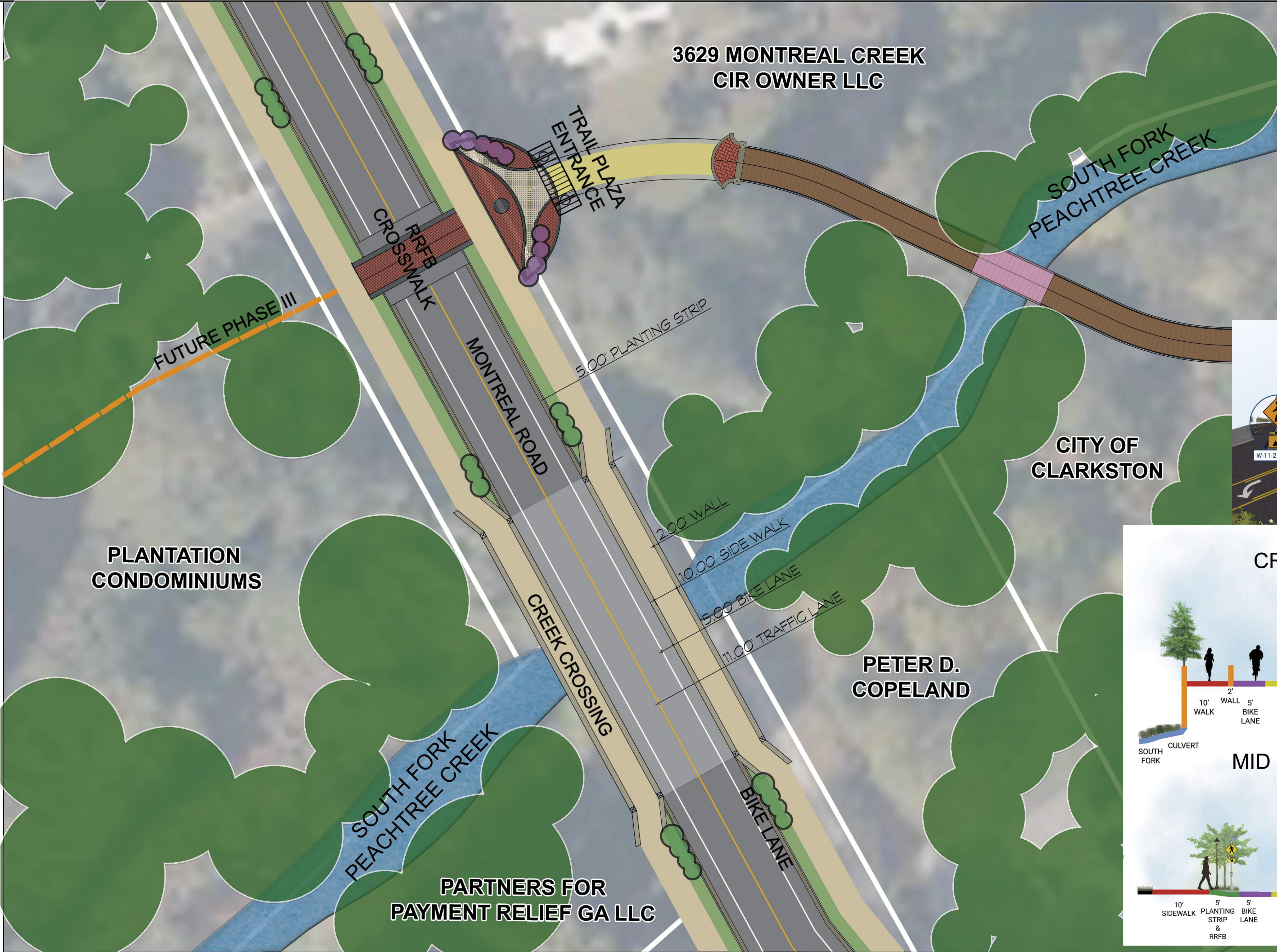
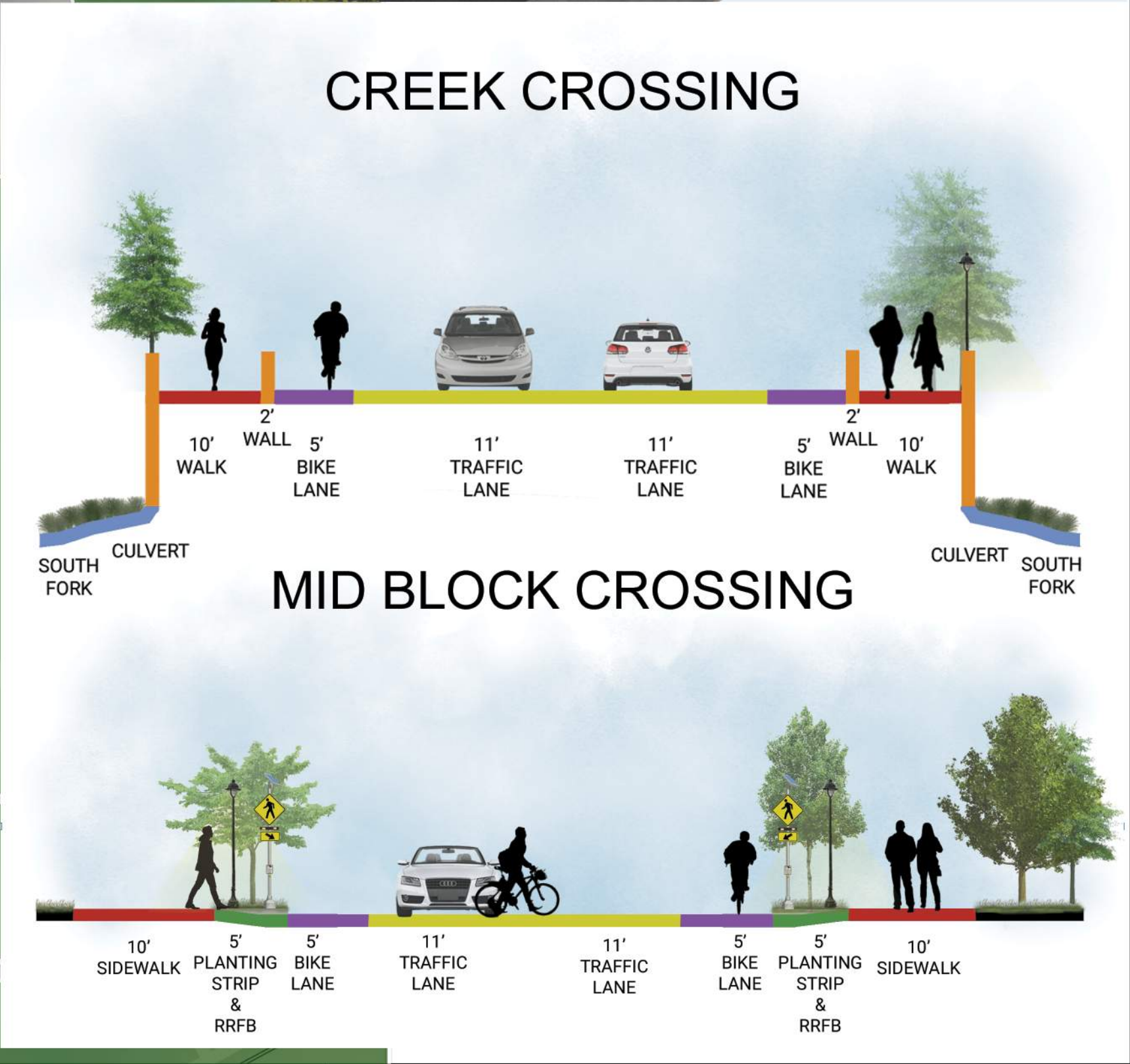
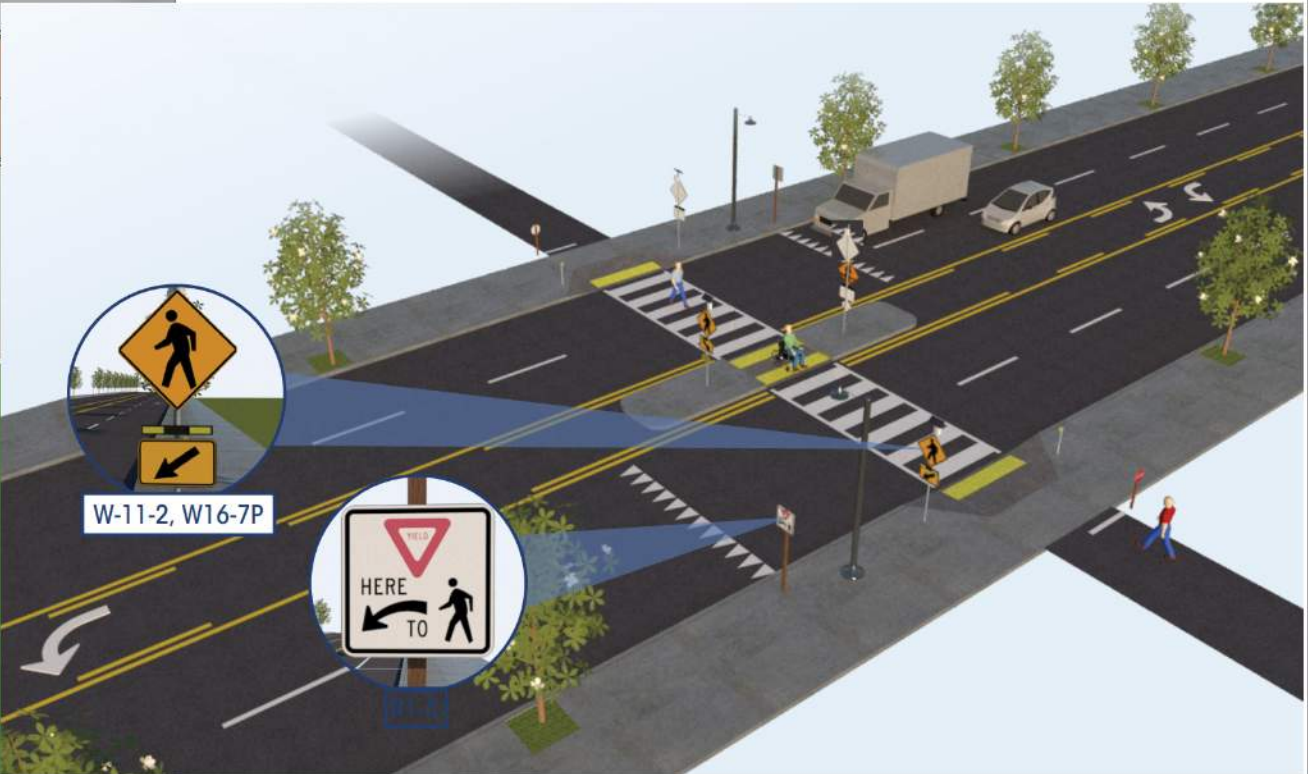
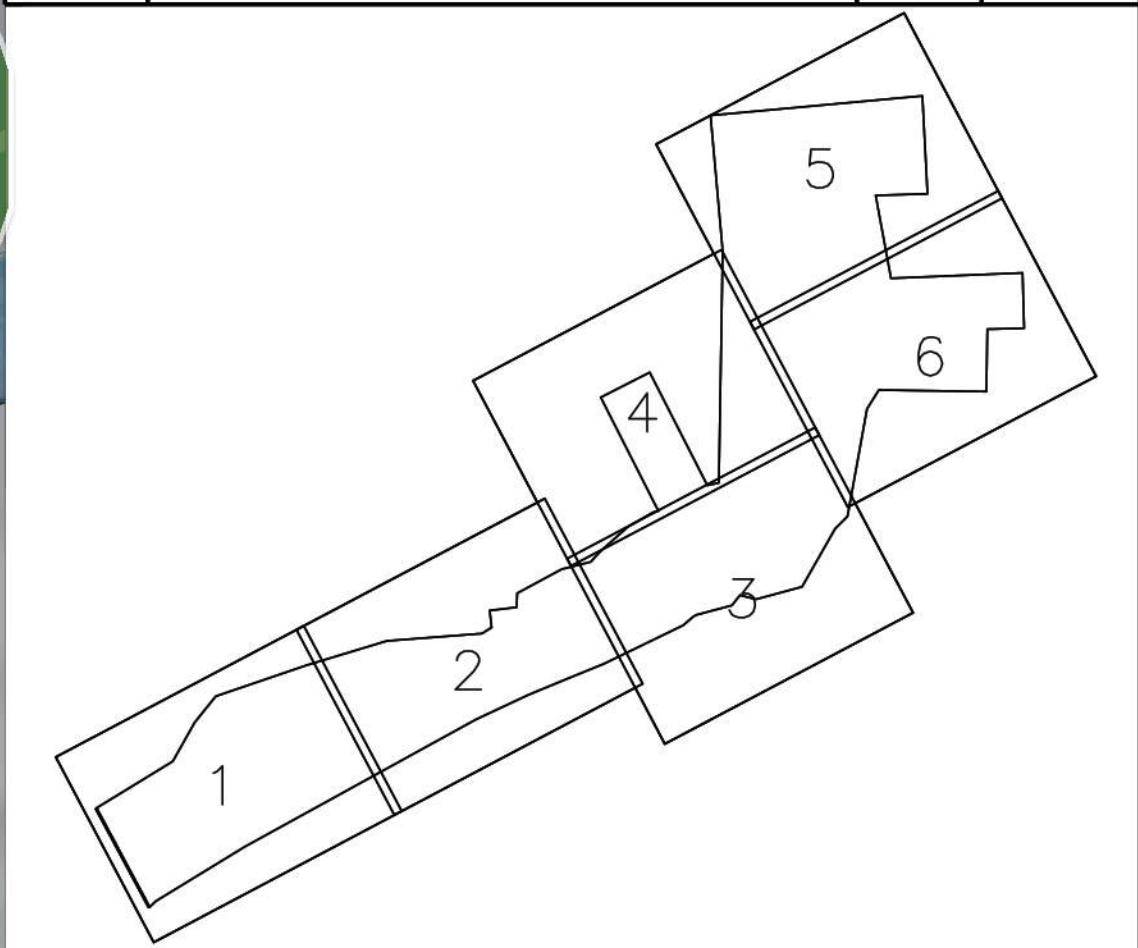
Atkins North America, Inc.
1600 RiverEdge Parkway NW, Ste. 700
Atlanta, GA 30329
Tel: (770)933-0280Certificate of Authorization #PEF000802
Expiration Date 06/30/2025

REVISION DATES	
03.19.26	

CLARKSTON TRAILS			
PRELIMINARY CONCEPT DESIGN			
ALIGNMENT B			
CHECKED:		DATE:	
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	
DRAWING NO.			03

Mar 12/2026 - 12:57pm
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ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100122843		xx



Atkins North America, Inc.
1600 RiverEdge Parkway NW, Ste. 700
Atlanta, GA 30326
Tel: (770)933-0280

Certificate of Authorization #PEF000902
Expiration Date 06/30/2025

REVISION DATES

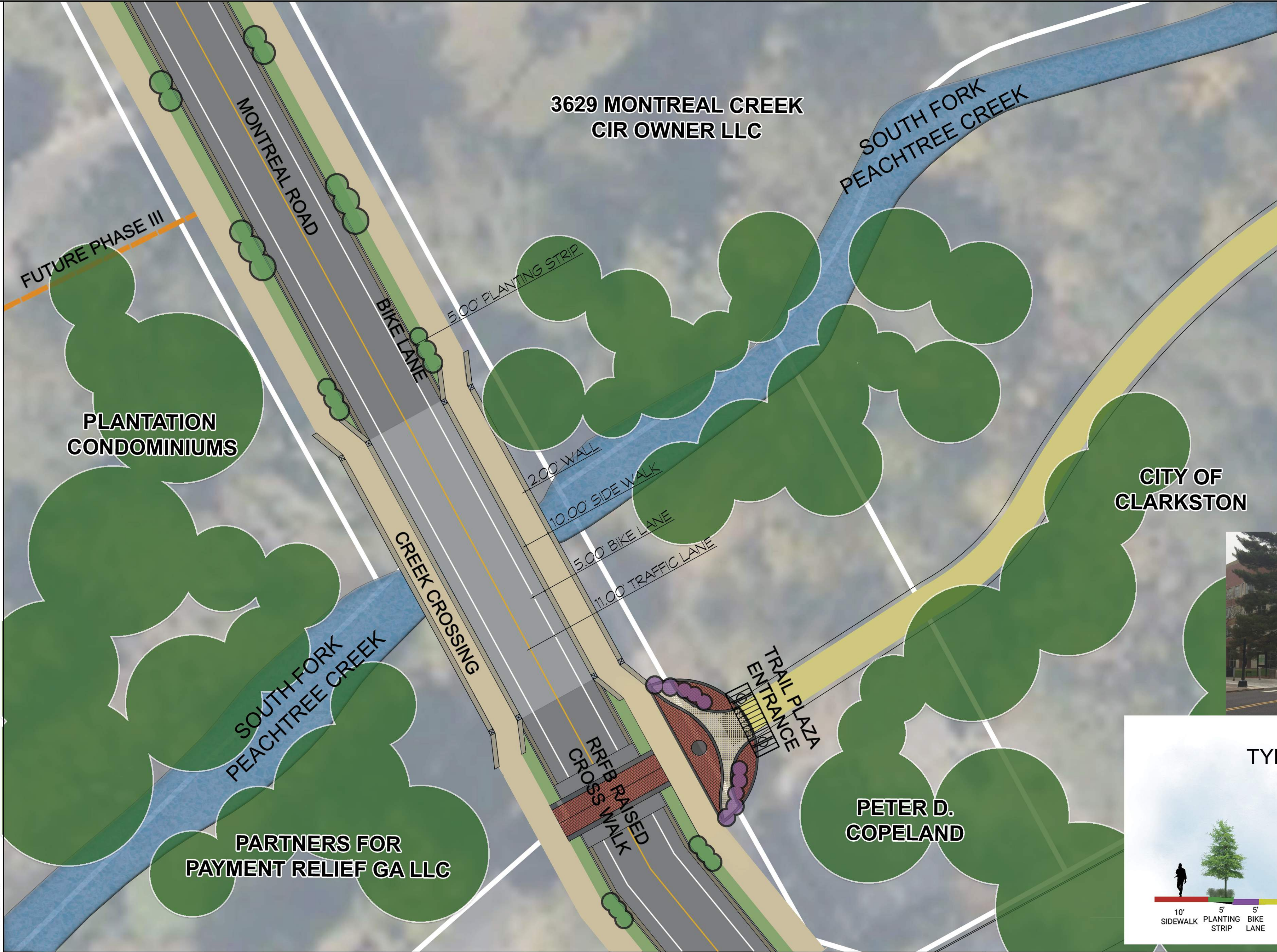
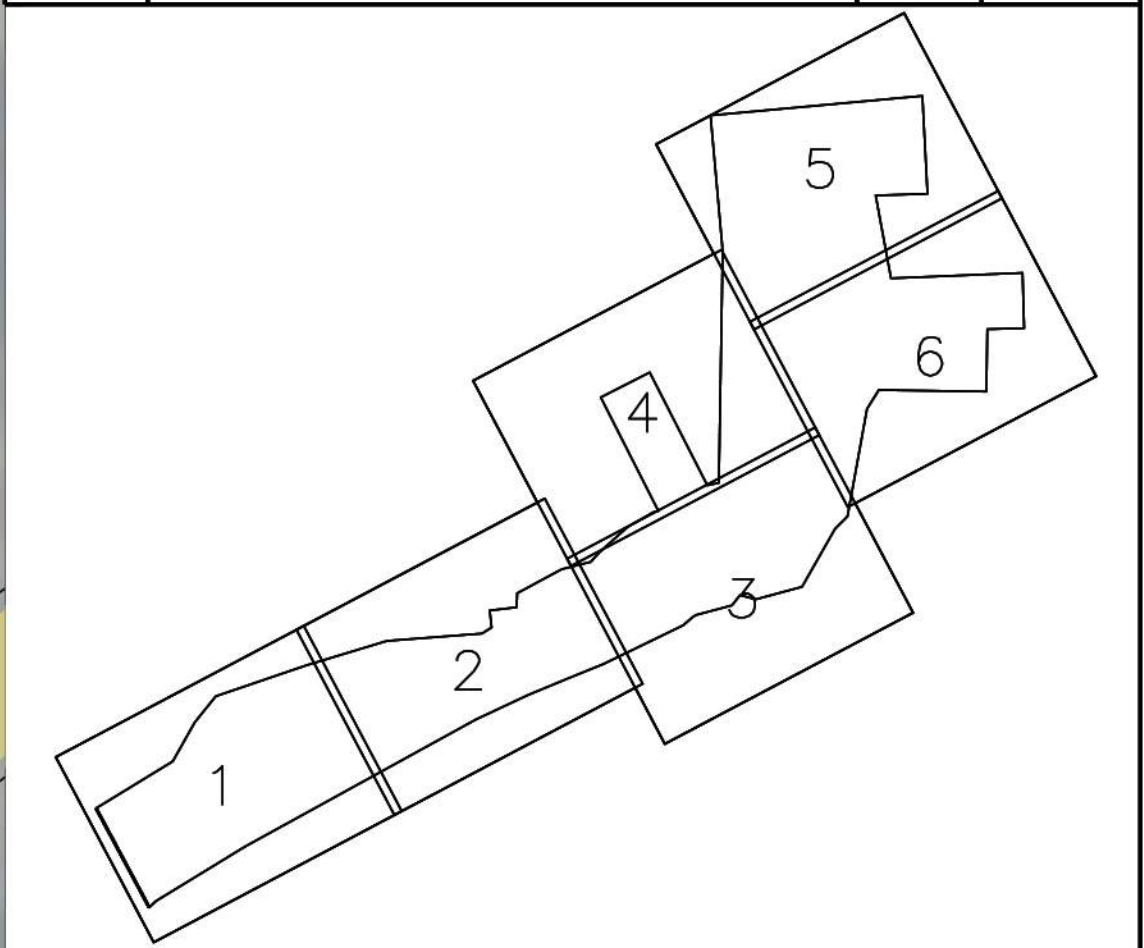
03.19.26

CLARKSTON TRAILS

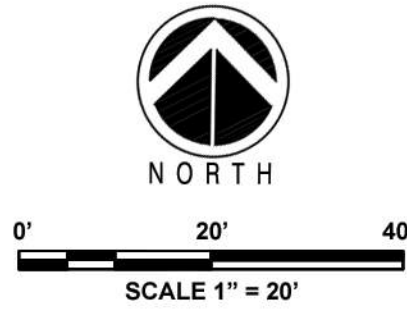
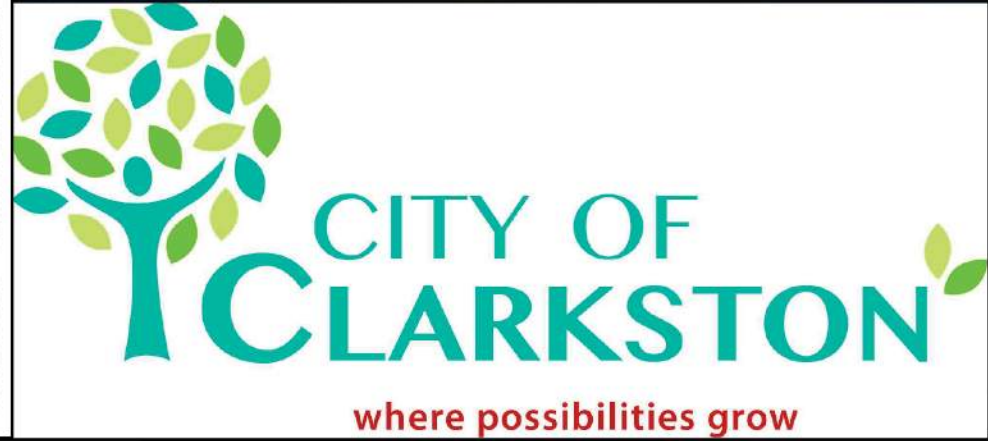
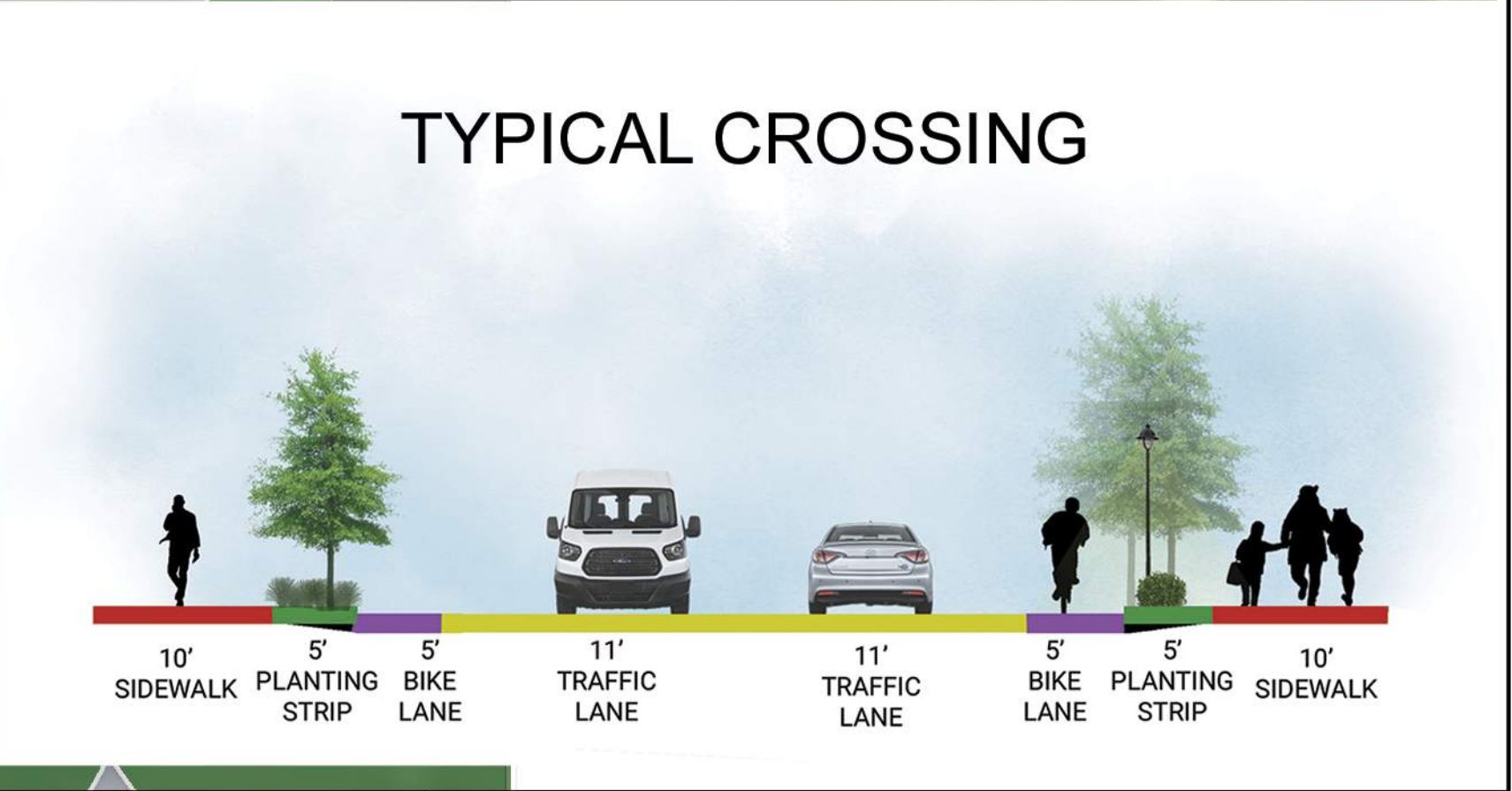
PRELIMINARY CONCEPT DESIGN MONTREAL ROAD NORTH CREEK

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CORRECTED:	DATE:	
VERIFIED:	DATE:	

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100122843		xx



TYPICAL CROSSING



REVISION DATES				CLARKSTON TRAILS			
	03.19.26			PRELIMINARY CONCEPT DESIGN			
				MONTREAL ROAD SOUTH CREEK			
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BACKCHECKED:		DATE:		08			
CORRECTED:		DATE:					
VERIFIED:		DATE:					

Jan 6/2026 12:28:13 PM N:\100122843 - Clarkston Trail\CA\XREFS\ClarkstonTrail_RRF.dwg

MAJOR GATEWAY



FRONT VIEW



TOP VIEW



SIDE VIEW

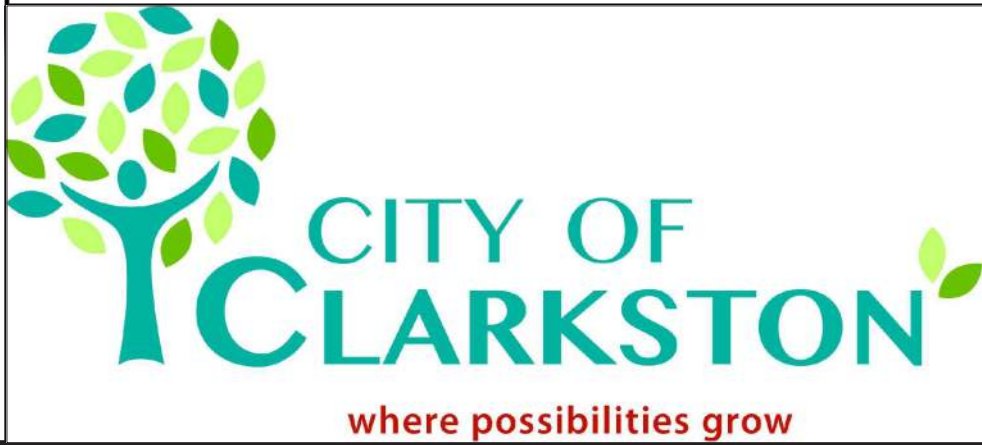
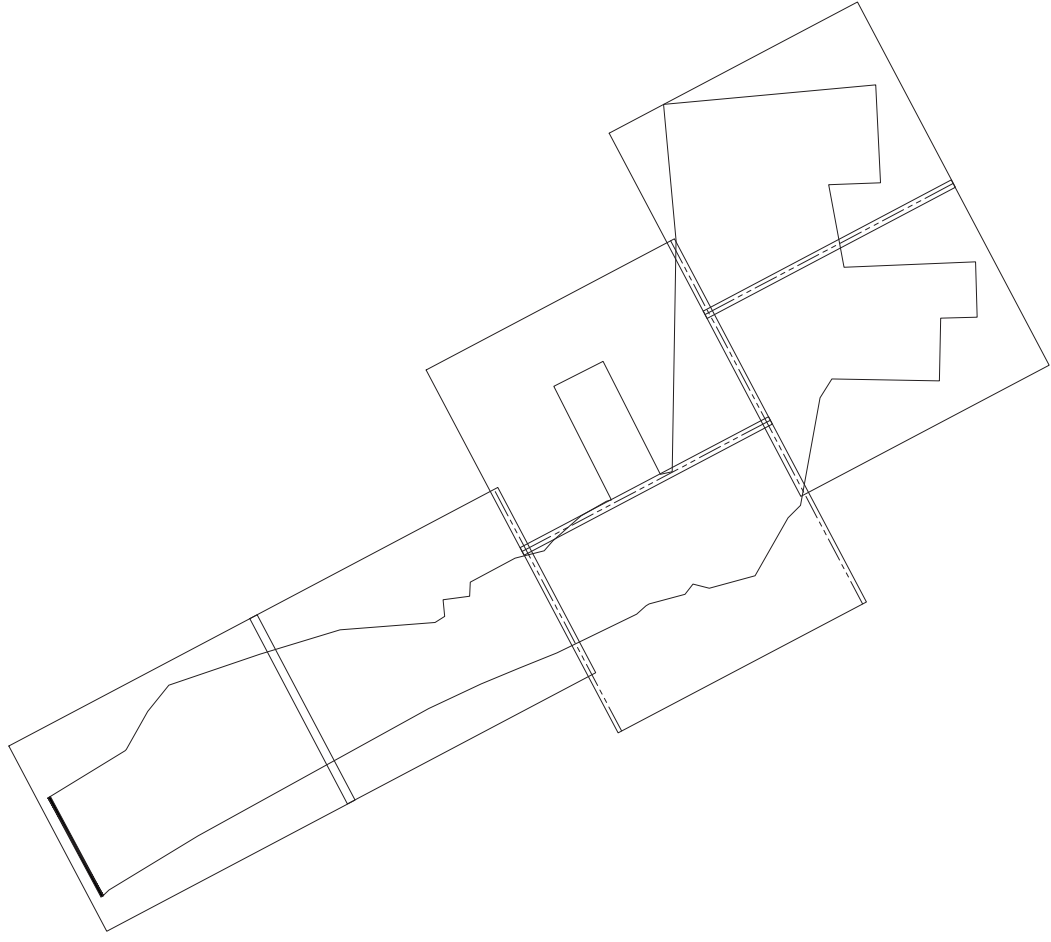


PERFORATION DETAIL



SIDE VIEW

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100122843		xx



Atkins North America, Inc.
1600 RiverEdge Parkway NW, Ste. 700
Atlanta, GA 30329
Tel: (770)933-0280

Certificate of Authorization #PEF000902
Expiration Date 06/30/2025

REVISION DATES

03.19.26

CLARKSTON TRAILS

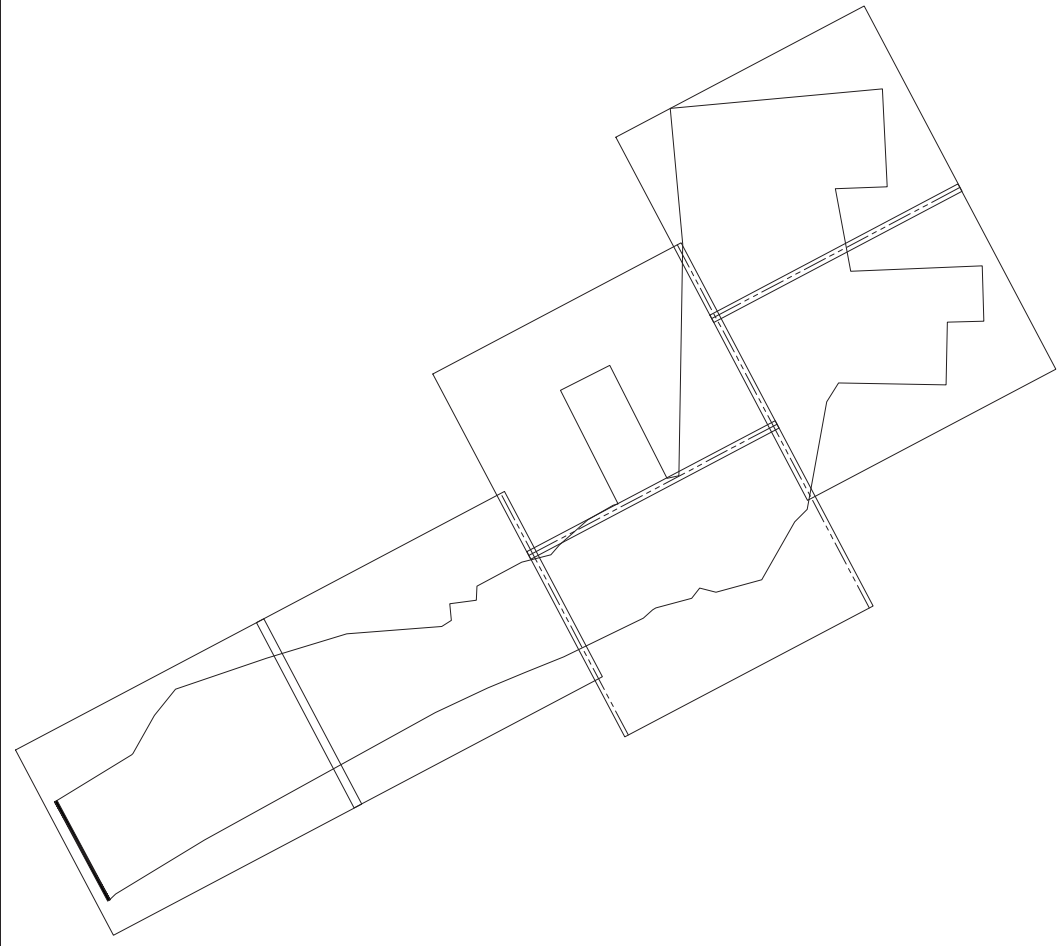
PRELIMINARY CONCEPT DESIGN
MAJOR GATEWAY

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CORRECTED:	DATE:	
VERIFIED:	DATE:	

MINOR GATEWAY



ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100122843		xx



SIDE VIEW

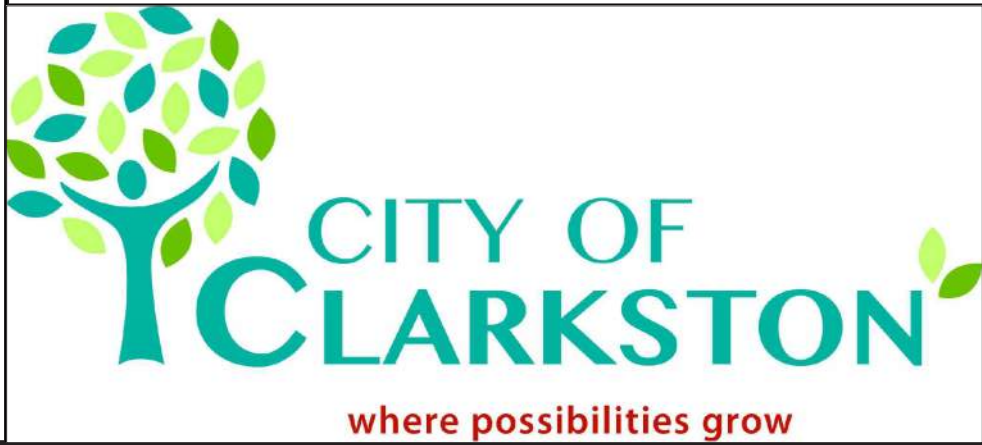


MONUMENT DETAIL



SIDE VIEW

Mar 12, 2026 - 12:17pm
NA\100122843 - Clarkston Trail\CAD\XREFS\ClarkstonTrail_LRF.dwg



Atkins North America, Inc.
1600 RiverEdge Parkway NW, Ste. 700
Atlanta, GA 30326
Tel: (770)933-0280

Certificate of Authorization #PEF000902
Expiration Date 06/30/2025

REVISION DATES

03.19.26

CLARKSTON TRAILS

PRELIMINARY CONCEPT DESIGN
MINOR GATEWAY

CHECKED:		DATE:		DRAWING NO.
BACKCHECKED:		DATE:		
CORRECTED:		DATE:		
VERIFIED:		DATE:		14

SPLOST II PROJECT FUNDING STATUS AND STAFF RECOMMENDATIONS

SPLOST CATEGORY: ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	SPLOST II PROJECT NAME	COUNCIL APPROVED SPLOST II FUNDING AND OTHER FUNDING OBTAINED	EXPENDITURES TO-DATE OR CONTRACT OBLIGATED	RE-ALLOCATION OF FUNDING OR COST INCREASE TO ORIGINAL APPROVED FUNDING		REVISED PROJECT COST – EST.	EXPLANATION
				RE- ALLOCATE	PROJECT COST INCREASE		
	North Indian Creek/Montreal Road Diet	3,500,000	0	3,500,000	0	0	• The \$3.5 M is for 100% engineering plans local resp. and match funding on Const. Phase • ALLOCATE 100% OF PROJECT TO FUND VARIOUS SPLOST SHORTALLS
	“Safe Streets for All” Planning Grant Matching Funds – NOFO Pending – submit grant for countermeasures	300,000	300,000	0	0	300,000	• Matching funds on \$1M BIL grant
	Mell Ave Operational and Safety Improvements	1,500,000	0	0	950,000	2,350,000	• Complete remaining engineering plans (RFP) and fund R/W costs and Construction phases with re-allocation of SPLOST II. • Do not pursue federal funds due to length of time and federal process would equate to the same costs as compared to self-performing work without outside funding • Est. const. cost \$1.9M • Est. R/W cost - \$150,000 • Est. Engineering fees - \$400,000 • Shortfall - <\$950,000>
	Reconnecting Community Pilot Discretionary Planning Grant	150,000	NA	150,000	0	0	• BIL grant not awarded to the city • Re-Allocate to another project
	Milling & Resurfacing Various City Streets- LMIG 23/24, LMIG 25 and LRA 24	640,978	NA	16,408	0	0	• All SPLOST II resurfacing funding spent. GDOT funding utilized with SPLOST II
	LRA 25	137,876	0	0	146,828	284,704	• Low bid – FS Scarborough – \$284,704 • GDOT funding \$137,876 • Shortfall <\$146,828>
	LMIG 26/27 ROLLOVER (EST. GDOT \$ FOR 2 YEARS)	\$251,148	0		\$412,545	663,693	• Est. cost for LMIG 26/27 projects - \$663,693 • Est. available \$251,148 • Shortfall - <\$412,545>
	LRA 26	\$0.00	0	\$134,296.46			• Notice of GDOT additional LMIG funding received March 2026 • \$134,296.46 (no match required) • Use on funding shortfall on LMIG 26/27 rollover (if LRA 26 schedule allows for this)

	Greenway Trail	4,500,000	499,000		2,849,000	\$7,349,000	• Contract Concept phase - \$499,000 • Final Eng. Plan est. \$700,000 • ROW Est. - \$150,000 • Est. total Funding needed for construction - \$8,200,000 (avg. based on all trail options incl. box culvert replacement) • CDS funding awarded - \$2,000,000 • Available - \$2,500,000 + \$2,000,000 = \$4,500,000 - Costs - \$499,000 + \$700,000 + \$8,200,000 + \$150,000 = \$9,549,000 • Shortfall; \$4,500,000 - \$9,549,000 = <5,049,000> • ARC TIP Application FY26/27 depending on when ARC has a call for projects – will request \$3M – if awarded funding available in FY 28
	More crosswalks on North Indian Creek; pedestrian crossing	285,000	0	285,000	0	0	• Any work on the North Indian Creek corridor will be replaced in the future upon SS4A completion
	Various Neighborhood Traffic Calming - College Ave Proposed	100,000	0	0	0	100,000	• Maintain in program recommended
	Various Sidewalk Installations and/or Replacements	200,000		200,000	0	0	
	Norman Rd Dam Replacement- Planning and Design	1,500,000	402,000 (F&N contract) 62,000 (repairs) Total - \$464,000	0	\$1,984,000	3,484,000	• Revised Project Cost: (a) Const. Phase - \$2,800,000 (b) Design – \$464,000 + 220,000 (final plans) = 684,000 Total = \$3,484,000 • \$3,484,000 - \$1,500,000 = <\$1,984,000> (Shortfall w/o county) • County request funding - \$1,960,000 • Shortfall with county \$ - \$24,000
				RE- ALLOCATE - \$4,285,704.46			<u>TOTAL SHORTEALL</u> <\$8,566,373> with NO SPLOST II Re-Allocation and NO committed outside funding <u>SHORTEALL</u> <\$4,280,668> with SPLOST II re-allocation <u>POSITIVE FUNDING</u> + \$619,331 if outside funding is approved AND with SPLOST II re-allocation



= Re-Allocation of SPLOST II Funding



= Shortfall with no county, state or federal funding



= Positive Funding with additional outside funding & SPLOST II Re-Allocation



= Shortfall with SPLOST II Re-Allocation



CITY COUNCIL

CITY COUNCIL

AGENDA ITEM SUMMARY SHEET

MEETING DATE: AUGUST 6, 2026

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

SUBJECT: Consideration of Resolution No. 2026-019 to enter a Master Service Agreement with Lexipol.

PRESENTER CONTACT: James Bullock

PHONE NUMBER:

DEPARTMENT: Police Department

PURPOSE: The Police Department is proposing an engagement with Lexipol to outsource the process of creating, updating and managing department police manuals. Outsourcing this function aids in reducing legal liability, saves costs on staff, and balances workload for the department. Current departmental staff can focus on the administration and operation of day-to-day and Lexipol can focus on the specific project function of policy review, amendment, and establishment.

IMPACT: Working with a provider that provides policies that are vetted and continuously updated shields the department from legal liability in the form of lawsuits and insurance claims. This form of engagement also provides the time and specialized staff that are limited by current department resources.

FUNDING SOURCE: The city's General Fund will fund the engagement. Cost is presented at \$19,011.40 for the first year of a 3-year engagement. The subsequent two (2) years are presented at a cost of \$17,493.30 per year. Total cost of the 3-year

engagement is \$53,998.00. The first year of services in FY2026 will be offset by medical and employee expenses that have not been incurred to-date, as budgeted. No increase in budgeted appropriations is expected however, administrative transfer of line item appropriations within the department may be warranted.

RECOMMENDATION: The Police Department and City Administration (Manager) recommend approval of the proposed engagement with Lexipol.

RESOLUTION NO. 2026-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA TO ENTER A MASTER SERVICE AGREEMENT WITH LEXIPOL

* * * * *

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

Section 1. That the City Council approves a Master Service Agreement with Lexipol to standardize and update the policy of the Clarkston Police Department to obtain State Certification and maintain legal updates, in the amount of \$19,011.40 for the first year, and an annual subscription for the next two years in the amount of \$17,493.30 to be funded out of the General Fund. A copy of said services agreement is attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____, 2026.

Beverly H. Burks, Mayor

ATTEST:

Cynthia Hanson, City Clerk

EXHIBIT A



MASTER SERVICE AGREEMENT

Created Date: 05/21/2026

Initial Term Start Date: 08/01/2026

Initial Term End Date: 07/31/2027

Account Executive Information

Mark Hogan
Senior Account Executive
mhogan@lexipol.com
(252) 397-5066

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Xavier Todd
Assistant Chief
xtodd@cityofclarkston.com
404-296-6489

City of Clarkston, Georgia
736 Park North Blvd., #120
Clarkston, Georgia 30021

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Description of Services
- (d) **Exhibit C** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 102325-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

City of Clarkston, Georgia**Lexipol, LLC**

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

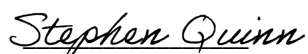
Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Approved as to form:



Stephen G. Quinn
City Attorney

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

001 Policy Management w/ AWB Annual Subscription (2026-08-01 to 2027-07-31)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
21	Annual Law Enforcement Policy Manual & Daily Training Bulletins	\$15,459.00	10%	\$1,545.90	\$0.00	\$13,913.10
21	Annual Law Enforcement Supplemental Manual(s)	\$1,618.00	10%	\$161.80	\$0.00	\$1,456.20
21	Annual Law Enforcement Procedures	\$821.00	10%	\$82.10	\$0.00	\$738.90
21	Law Enforcement Accreditation Workbench Premium	\$1,539.00	10%	\$153.90	\$0.00	\$1,385.10
1	PowerDMS Integration	\$0.00	0%	\$0.00	\$0.00	\$0.00
Discount:				\$1,943.70	Subtotal:	\$17,493.30

002 Implementation - One time fees (2026-08-01 to 2027-07-31)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
21	Law Enforcement Policy Onboarding Service	\$1,598.00	5%	\$79.90	\$0.00	\$1,518.10
Discount:				\$79.90	Subtotal:	\$1,518.10

Discount:	\$2,023.60
Subtotal:	\$19,011.40
Tax:	
Total Due:	\$19,011.40

Exhibit B

Description of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Accreditation Workbench - Premium

Managing the agency accreditation process is a complex task that requires intimate knowledge of policy and extreme attention to detail. Lexipol's Accreditation Workbench Premium provides your agency's Accreditation Manager access to content and tools that significantly reduce the time and effort required to successfully prepare for and execute an accreditation assessment.

- Current standards for supported accreditation programs are preloaded and viewable

- Lexipol policies are pre-tagged to many applicable standards and your Accreditation Manager can easily add or modify tagging to meet your specific program needs
- Compliance checklists are preloaded for each standard, clearly detailing required written directives and proofs of compliance (Accreditation Manager can also customize the checklists)
- Upload, store and organize proofs of compliance (e.g., documents, videos) in a preformatted electronic folder system that is based on how the accrediting body organizes standards and its accreditation review cycle
- Complete self-assessments by using analysis tools to identify gaps in required proofs of compliance
- Streamline assessment process by generating printed reports or showing the assessor compliance items stored in the online system

Law Enforcement Operations Procedures

To ensure consistent, effective and safe operations, a law enforcement agency's procedures should align with its policies and be accessible in an easy-to-understand format. Lexipol's Law Enforcement Procedure Guide and Framework, based on national best practices, gives you the guidance and a template to build such a procedure manual.

- More than 40 procedure guides designed to help you ensure your procedures follow important policy requirements and national best practices
- Each procedure provides an editable template to conveniently author new content and merge existing agency content
- Procedures are aligned with Lexipol policy requirements to address the most important operations of a law enforcement agency
- Well-structured and policy-aligned procedures enhance preparation for accreditation assessments

Exhibit C

Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol, LLC (“Lexipol”) and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet; Exhibit A (“Selected Services and Associated Fees”); Exhibit B (Description of Services); this Exhibit C (“Terms and Conditions of Service”); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Custom Agreement Terms” refers to any contractual terms contained within Exhibit A to this Agreement. Custom Agreement Terms override and supersede the Terms contained in this Exhibit C.

1.5 “Initial Term” means the period beginning on the Initial Term Start Date and ending on the Initial Term End Date.

1.6 “Initial Term Start Date” is specified on the cover sheet and represents the first day of the Initial Term.

1.7 “Initial Term End Date” is specified on the cover sheet and represents the last day of the Initial Term.

1.8 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 “Services” means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

1.10 “Sponsor Organization” means a governmental or quasi-governmental risk pool, joint powers authority, intergovernmental risk-sharing organization, or similar entity that provides risk management, insurance, claims administration, training, accreditation, policy, loss-control, financial sponsorship or related services to Agency.

2. Term; Renewals; Termination. This Agreement becomes enforceable upon signature by Agency’s authorized representative(s), and effective as of the Initial Term Start Date. Unless Agency provides written notice of non-renewal to Lexipol as set forth below or as modified in Exhibit A, following the Initial Term, this Agreement will automatically renew in successive one-year periods (each, a “Renewal Term”). The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

2.1 Non-Renewal. To avoid renewal of this Agreement or a specific Service, Agency must issue written notice to Lexipol at least sixty (60) days before the end of the then-current Term by emailing customersupport@lexipol.com. If a non-renewal notice is not timely received as required herein, Agency will be obligated to pay all Service fees for the applicable Renewal Term in accordance with this Agreement, regardless of whether Agency later provides notice of non-renewal or notice of termination.

2.2 Renewal Service Updates. At renewal, Agency may add and/or remove one or more Services (a “Service Update”) Any Service Update will be documented in an updated Exhibit A (Selected Services and Associated Fees) or other written confirmation issued by Lexipol and accepted by Agency, and the fees for the applicable Renewal Term will be adjusted accordingly. If Agency does not timely provide notice of a Service Update, the Services and fees in effect for the then-current Term will carry forward into the next Renewal Term. For clarity, a Service Update is not a termination of this Agreement.

2.3 Termination. Either Party may terminate this Agreement if (a) the other party materially breaches this Agreement and does not cure the breach within thirty (30) calendar days after receiving written notice, or (b) the other party makes an assignment for the benefit of creditors or becomes the subject of any bankruptcy, insolvency, or reorganization proceeding. For the avoidance of doubt, non-payment of fees owed under this Agreement constitutes a material breach hereof.

2.4 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Lexipol may allow for limited ongoing access to the Services or suspend Agency's access if payments for Service fees remain outstanding. Termination or expiration of this Agreement shall not relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations. For clarity, fees for any Renewal Term that begins due to Agency's failure to deliver timely notice of non-renewal are deemed fully earned and payable for that Renewal Term, subject only to any express refund or proration rights stated in this Agreement.

3. Fees; Invoicing. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

4. Terms of Service. The following provisions govern access to and use of specific Lexipol's Services:

4.1 Online Services. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

4.2 Professional Services. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

4.3 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords. Any violation of this Section may be considered a material breach resulting in suspension of Service or termination of this Agreement by Lexipol.

4.4 Agency Data. Lexipol's use of Agency Data is limited to providing and improving the Services and Lexipol's offerings, retaining records in the regular course of business, and complying with applicable legal obligations. Without limiting the foregoing, Agency acknowledges and agrees that Lexipol may (a) share Agency Data among and between the Services (including across different Lexipol products, modules, and offerings) to enable provisioning, administration, support, analytics, reporting, interoperability, and product improvements; and (b) disclose Agency Data to Agency's Sponsor Organization(s) (if applicable) and their administrators, brokers, consultants, and service providers, solely to support Agency's participation in risk management, training, accreditation, policy, loss-control, claims, or related programs, and for reporting and benchmarking purposes, in each case to the extent permitted by applicable law. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. Lexipol will implement and maintain an information security program reasonably designed to protect Agency Data and consistent with prevailing industry standards for similarly situated service providers. Lexipol will notify Agency without undue delay, and in any event within three (3) days, after Lexipol confirms any unauthorized access to or acquisition of Agency Data in Lexipol's possession or control. For information related to Lexipol's information security programs, Agency may contact Lexipol's compliance team.

4.5 Intellectual Property. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing,

shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

4.6 Restrictions on Use of Third-Party Platforms (including AI). Agency will not upload, input, transmit, or otherwise provide any Lexipol Content (including any Agency policy manuals, drafts, DTBs, templates, or other materials that incorporate or are derived from Lexipol Content) to any third-party website, application, platform, or service (including any generative AI or machine learning model, tool, or service), except (a) as expressly permitted herein or separately in writing by Lexipol, or (b) to the extent required to publish Agency's final adopted policies for Agency's internal governmental use or public posting in the ordinary course, provided that such posting does not disclose Lexipol Confidential Information or trade secrets beyond what is embodied in Agency's final adopted policies. Without limiting the foregoing, Agency will not use any third-party platform in a manner that (i) trains, fine-tunes, or improves a third party's models on Lexipol Content, (ii) makes Lexipol Content available to other customers or users of that third party platform, or (iii) enables extraction of Lexipol Content except as part of Agency's final adopted policies. For clarity, this Section does not prohibit Agency from using generally available document storage, email, or collaboration platforms solely for internal operations, provided Agency does not authorize those platforms to train or improve models on Lexipol Content and restricts access to authorized users.

5. Confidentiality. Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

6. Warranty. LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY WILL MATERIALLY CONFORM TO THE APPLICABLE DESCRIPTION OF SERVICES IN EXHIBIT B DURING THE TERM. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

7. Indemnification. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all third-party claims, demands, suits, or proceedings and associated losses, liabilities, damages, judgments, settlements, penalties, fines, and reasonable attorneys' fees arising directly and solely out of Lexipol's acts or omissions in providing the Services. Agency must (a) promptly notify Lexipol in writing of any indemnified claim, (b) allow Lexipol to control the defense and settlement of the claim, and (c) reasonably cooperate with Lexipol. Lexipol will not settle any claim in a manner that imposes any admission of fault or ongoing obligation on Agency without Agency's prior written consent (not to be unreasonably withheld or delayed).

8. Limitation of Liability. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits. Nothing in this Section limits a Party's obligation to pay amounts properly due and owing under this Agreement.

9. General Terms.

9.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made

by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



Lexipol Solutions Proposal for Clarkston Police Department

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