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736 PARK N. BLVD., STE. 120  
CLARKSTON, GEORGIA 30021  
(404) 296-6489 ♦ [WWW.CLARKSTONGA.GOV](http://WWW.CLARKSTONGA.GOV)

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*Mayor Beverly H. Burks*

***Councilmembers:***

<i>Debra Johnson-Vice Mayor</i>	<i>Jamie Carroll</i>
<i>Sharifa Adde</i>	<i>Susan Hood</i>
<i>Yterenickia Bell</i>	<i>Mark Perkins</i>
<i>ChaQuias Miller-Thornton, City Manager</i>	

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**SPECIAL CALLED CITY  
COUNCIL MEETING AGENDA**

**MONDAY, JULY 14, 2025 - 6:30 PM  
IN-PERSON & ZOOM  
CITY COUNCIL CHAMBERS  
3921 CHURCH ST. - CLARKSTON, GA 30021**

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**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PUBLIC COMMENTS**

**4. NEW BUSINESS**

- A. To discuss and consider a resolution authorizing, among other things, the issuance and sale of a Tax Anticipation Note in the amount of \$900,000.
- B. To discuss and consider a recommendation of approval of the contract with IKON Filmworks, LLC, for the relocation of current and installation of new audio-visual equipment for the Courtroom and Council Chambers in the amount of \$36,005.

**5. ADJOURNMENT**

**PUBLIC PARTICIPATION BY VIDEO CONFERENCE**

The City of Clarkston, Georgia will conduct the Special Called City Council Meeting at 6:30p.m. on Monday, July 14, 2025. The public may participate in the meeting by using the following information below:

**Register in advance for this webinar:**

**[https://us02web.zoom.us/webinar/register/WN\\_IKXud7UTJ29M7rKIBWd8g](https://us02web.zoom.us/webinar/register/WN_IKXud7UTJ29M7rKIBWd8g)**

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



## CITY OF CLARKSTON

ITEM NO: 4A

### SPECIAL CALLED MEETIGN SESSION

**MEETING TYPE:**

Special Called  
Meeting

### AGENDA ITEM SUMMARY SHEET

**ACTION TYPE:**

Discussion and  
Consideration

**MEETING DATE:** July 14, 2025

**SUBJECT:** To discuss and consider a resolution authorizing, among other things, the issuance and sale of a Tax Anticipation Note in the amount of \$900,000.

**DEPARTMENT:** CITY ADMINISTRATION

**PUBLIC HEARING:** ☐ YES ☒ NO

**ATTACHMENT:** ☒ YES ☐ NO  
**PAGES:**

**PRESENTER CONTACT INFO:** City Manager Thornton  
**EMAIL:** cmthornton@cityofclarkston.com

#### Agenda Item Request:

Council discussion, consideration, and recommended approval of an authorizing resolution for the issuance and sale of a tax anticipation note in the amount of \$900,000.

#### Purpose:

The purpose of the note issuance is to borrow money to pay for current expenses for the 2025 calendar year in anticipation of the receipt of taxes levied or to be levied for the General Fund.

#### Need/Impact:

Financial analysis has depicted that it is necessary for the City to consider borrowing monies to eliminate deficit in cashflow for the payment of current expenditures of the organization incurred in fiscal year 2025 prior to the receipt of sufficient revenues from taxes levied for the General Fund for 2025.

It has been calculated that a \$900,000 issuance will result in an \$885,000 increase in cashflow following encumbrance of estimated costs of issuance to include fixed costs and financial advisory feeds. Such table of costs and fees are included in the attached supporting documents.

#### Supplemental Information:

**The City's Financial Advisors issued Request for Proposal to lending institutions with the closing date for receipt of responses being July 8<sup>th</sup>, 2025 at 11:00am. Three responses were received from the following institutions presenting the following terms:**

- TRUIST – 3.81% Interest Rate - \$5,000 Closing Cost
- Huntington Bank – 4.79% Interest Rate - \$3,000 Closing Cost
- ZIONS Bank – 4.81% Interest Rate – No closing cost stated. Issuance pending additional bank approval.

**Recommendation:**

The Administration recommends City Council approval of the TRUIST Bank proposal for issuance of the 2025 TAN. Currently TRUIST serves as the institution that provides treasury management services for the City and has historically serviced the City's TAN issuances. Approval is requested under the terms provided in the attached resolution for issuance.

Total debt service is \$915,462.75 at 3.81%

Total estimated costs of issuance is \$15,200.00.

Total cash to be received by the City is \$885,000.00.

Total estimated cost to the city, with debt service interest and costs is \$30,662.75.

**RESOLUTION NO. 2025-\_\_\_\_\_**  
**AUTHORIZING, AMONG OTHER THINGS,**  
**THE ISSUANCE AND SALE OF A TAX ANTICIPATION NOTE**  
**IN THE AMOUNT OF \$900,000**

**WHEREAS**, the City of Clarkston, Georgia (the “Issuer”) is a municipal corporation of the State of Georgia, duly created and existing under and by virtue of the Constitution and laws of the State of Georgia; and

**WHEREAS**, the City Council of the City of Clarkston, Georgia (the “Governing Body”) has determined that it is in the best interest of the Issuer to borrow money to pay current expenses for calendar year 2025 in anticipation of the receipt of taxes levied or to be levied for the General Fund; and

**WHEREAS**, the Issuer is authorized by Article IX, Section V, Paragraph V of the Constitution of the State of Georgia and Section 36-80-2 of the Official Code of Georgia Annotated to borrow money to pay current expenses during any calendar year and to evidence such borrowing by issuing tax anticipation notes in anticipation of the receipt of taxes levied or to be levied for the General Fund for expenses payable in such calendar year; and

**WHEREAS**, the Issuer proposes to issue a Tax Anticipation Note in the principal amount of \$900,000 (the “Note”) to pay the current expenses of the Issuer;

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Issuer and it is hereby resolved by authority of the same, as follows:

**Section 1. Findings.** The Governing Body hereby finds and determines as follows: (a) the principal amount of the Note and any other outstanding temporary loans do not exceed 75% of the total gross income from taxes collected by the Issuer in calendar year 2024 for the General Fund; (b) the principal amount of the Note, together with other contracts, notes, warrants or obligations of the Issuer for current expenses payable from the General Fund, do not exceed the total anticipated tax revenues of the Issuer for the General Fund for calendar year 2025; (c) no temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2024 or any prior calendar year remains unpaid as of the date hereof; and (d) a need exists for the Issuer to borrow \$900,000 to pay current expenses of the Issuer in calendar year 2025 prior to the receipt of sufficient revenues from taxes levied or to be levied for the General Fund for 2025.

**Section 2. Authorization of Note; Terms and Execution.** There is hereby authorized to be issued a tax anticipation note of the Issuer in the principal amount of \$900,000 which shall be designated “City of Clarkston, Georgia Tax Anticipation Note, 2025” (the “Note”). The Note shall be dated as of the date of delivery thereof to the purchaser, shall bear interest at the rate of interest set forth therein as provided in the form of the Note attached hereto as Exhibit A and shall be issued in registered form. Both principal and interest shall be payable in lawful money of the United States of America by wire transfer to the person who is the registered owner on December 15, 2025 without the presentation or surrender of the Note, except

that upon written request of the Issuer made concurrently with or reasonably promptly after payment in full of the Note, the registered owner thereof shall surrender the Note for cancellation, reasonably promptly after any such request, to the Issuer, and shall be payable as to principal and interest. The Note shall mature and together with accrued interest shall be payable on December 31, 2025. The Note may be prepaid in whole prior to maturity, without premium, in an amount equal to par plus accrued interest. The Note shall be executed by the Mayor, and shall be attested to by the City Clerk, and the seal shall be impressed thereon. In case any officer whose signature shall be affixed to the Note or who shall have sealed the Note shall cease to be such officer before the Note so signed and sealed shall have been actually delivered, the Note, nevertheless, shall be a valid Note obligation of the Issuer and may be delivered as such notwithstanding the fact that such officer or officers may have ceased to be such officer or officers of the Issuer when the Note shall be actually delivered.

**Section 3. Approval of Form of Note.** The Note as initially issued shall be issued in substantially the form attached hereto as Exhibit A subject to such minor changes, insertions or omissions as may be approved by the Mayor, and the execution and delivery of the Note shall be conclusive evidence of such approval.

**Section 4. Tax Revenues Used to Repay Note.** The Issuer agrees to use for payment of the Note and the interest thereon a sufficient portion of the revenues received by the Issuer from taxes levied or to be levied for calendar year 2025 for the General Fund and other funds available for such purpose. The indebtedness evidenced by the Note is a general obligation of the Issuer, and the full faith and credit of the Issuer have been and hereby are irrevocably pledged to secure the payment of the principal of and interest on this Note.

**Section 5. Authentication of Note.** The Note as originally issued and each Note issued in connection with a registration of transfer shall have endorsed thereon a certificate of authentication substantially in the form set forth in the Note. The Note shall not be deemed to be validly issued hereunder unless it contains such certificate of authentication.

**Section 6. Registered Owner.** The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

**Section 7. Tax Covenants and Representations.** The Note is being issued by the Issuer for the governmental purpose of providing funds for the current expenses of the Issuer for the year 2025, in compliance with the conditions necessary for the interest income on the Note to be excludable from gross income for federal income taxation pursuant to the provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"). It is the intention of the Issuer that the interest on the Note be and remain excludable from gross income for federal income tax purposes, and, to that end, the Issuer hereby covenants with the holder of the Note, as follows:

(a) It will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax-exempt status of the interest on the Note under Section 103 of the Code.

(b) It will not directly or indirectly use or permit the use of any proceeds of the Note or any other funds of the Issuer or take or omit to take any action in a way that would cause the Note to be (i) a “private activity bond” within the meaning of Section 141 of the Code, (ii) an obligation which is “federally guaranteed” within the meaning of Section 149 of the Code or (iii) a “hedge bond” within the meaning of Section 149 of the Code.

(c) It will not directly or indirectly use or permit the use of any proceeds of the Note or any other funds of the Issuer or take or omit to take any action that would cause the Note to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(d) It will cause to be completed and filed with the Internal Revenue Service the information required by Section 149(e) of the Code (Treasury Form 8038-G) simultaneously with the issuance of the Note.

**Section 8. General Authority.** From and after the date of adoption of this Resolution, any member of the Governing Body and the officers of the Issuer are hereby authorized to do such acts and things, and to execute and deliver all such certificates or agreements as may be necessary or desirable in connection with the issuance of the Note. All actions of the Governing Body, officers or agents of the Issuer taken in connection therewith prior to the date hereof are hereby ratified and confirmed. If the City Clerk is not able to execute the documents herein authorized, the Assistant City Clerk is hereby authorized to execute the documents on behalf of the City.

**Section 9. Sale of Note.** The sale of the Note to Truist Commercial Equity, Inc., at a purchase price of par, is hereby approved.

**Section 10. Tax Levy for Payment of Note.** For the purpose of providing funds for the payment of the principal of and interest on the Note, there shall be and hereby is assessed and levied and there shall hereafter be collected a direct tax upon all real and personal property now or hereafter subject to taxation within the Issuer, the net proceeds of which will be in a sufficient amount to produce such sums as are required to pay the principal and interest thereon. Said sums are irrevocably pledged and appropriated to the payment of the principal and interest, when due on the Note, and the provisions to meet the requirements of this Resolution shall hereafter be made in due time and manner so that the Note, including both principal and interest, shall be fully paid at maturity.

**Section 11. Bank Qualification.** The Issuer hereby designates the Note as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code.

**Section 12. Contract.** The provisions, terms, and conditions of this Resolution will constitute a contract by and between the Issuer and the holder of the Note. After the issuance of the Note, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the holder of the Note.

**Section 13. Financial Covenants.** The City shall furnish the registered owner of the Note the annual audited financial statements of the City for the fiscal year ended December 31, 2024 as soon as they are available, but no later than 270 days after the end of such fiscal year.

**Section 14. Effective Date.** This Resolution shall be in full force and effect immediately upon its adoption, and any and all resolutions or parts of resolutions in conflict with this Resolution shall be, and they are, to the extent of such conflict, hereby repealed.

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Adopted by the Governing Body of the Issuer on the 14<sup>th</sup> day of July, 2025.

**CITY OF CLARKSTON, GEORGIA**

(SEAL)

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

Attest:

\_\_\_\_\_  
City Clerk

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UNITED STATES OF AMERICA

STATE OF GEORGIA

CITY OF CLARKSTON, GEORGIA  
TAX ANTICIPATION NOTE,  
2025

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Date of Issue</u>
December 31, 2025	\$900,000	July 22, 2025

KNOW ALL MEN BY THESE PRESENTS: CITY OF CLARKSTON, GEORGIA, a municipal corporation of the State of Georgia (the “Issuer”), for value received, hereby promises to pay to Truist Commercial Equity, Inc. or its successors or assigns (the “Bank”), (a) the sum of \$900,000 and (b) interest on such sum at the Stated Rate (as defined below), calculated on the basis of a 360-day year comprised of twelve 30-day months, in immediately available funds, on the Maturity Date set forth above.

Both principal hereof and interest are payable in lawful money of the United States of America. The Issuer also promises to pay any and all amounts owed by the Issuer as arbitrage rebate pursuant to Section 148 of the Internal Revenue Code of 1986, as amended and any amounts expended by any owner of this Note in connection with the collection of amounts owed hereunder, including, but not limited to attorney fees.

This Note is authorized by a resolution (the “Resolution”) duly adopted by the Mayor and City Council of the City of Clarkston, Georgia (the “Governing Body”) of the Issuer on July \_\_, 2025 (the “Note Resolution”), in accordance with Article IX, Section V, Paragraph V of the Constitution of the State of Georgia and Section 36-80-2 of the Official Code of Georgia Annotated, for the purpose of making a temporary loan to pay current expenses of the Issuer in calendar year 2025.

Upon the occurrence of a Determination of Taxability, then, from and after the Date of Taxability, the interest rate used to calculate interest on the Note shall be the Taxable Rate, as defined below. After a Determination of Taxability and upon demand of the owner or any prior owner of the Note, the Issuer shall pay to such owner or prior owner such additional amount as shall be necessary to provide, together with interest received at the Stated Rate, an equivalent amount as if interest on the Note shall have been payable at the Taxable Rate from the Date of Taxability.

Upon a Determination of Taxability, the Issuer shall also pay to such owner or to any prior owner upon demand of such owner or prior owner any taxes, interest, penalties or other charges assessed against or payable by such owner or prior owner and attributable to such Determination of Taxability and all reasonable administrative, out-of-pocket and other expenses

incurred by such owner or prior owner that are attributable to such event, including, without limitation, the costs incurred by such owner or prior owner to amend any of its tax returns, notwithstanding the repayment of the entire principal amount of the Note or any transfer or assignment of the Note.

The following terms shall have the following meanings in this Note unless the context otherwise requires:

“Date of Taxability” shall mean the earliest date as of which interest on the Note shall have been determined to be includable in the gross income of any owner or prior owner of the Note as a result of a Determination of Taxability.

“Determination of Taxability” shall mean and shall be deemed to have occurred on the first to occur of the following:

(a) on that date when the Issuer files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(b) on the date when the Issuer shall be advised in writing by the Commissioner or any District Director of Internal Revenue (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the Issuer, or upon any review or audit of the Issuer or upon any other ground whatsoever, an Event of Taxability shall have occurred; and

(c) on that date when the Issuer shall receive notice from any owner or prior owner that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such owner or any prior owner the interest on the Note paid to such owner or prior owner due to the occurrence of an Event of Taxability;

provided, however, that no Determination of Taxability shall occur under clauses (b) or (c) above in the definition of Determination of Taxability unless the Issuer has been afforded the opportunity, at its expense, to contest any such assessment; and provided further that no Determination of Taxability shall occur until such contest, if made, has been finally determined; and provided further that upon demand from the owner or any prior owner, the Issuer shall immediately reimburse such owner or prior owner for any payments such owner (or any prior owner) shall be obligated to make as a result of the Determination of Taxability during any such contest.

“Event of Taxability” shall mean a change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Issuer, or the failure to take any action by the Issuer, or the making by the Issuer of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Note) which has the effect of causing interest paid or payable on the Note to become includable, in whole or in part, in the gross income of the owner or any prior owner for federal income tax purposes.

“Stated Rate” shall mean a rate of interest per annum equal to 3.89%.

“Taxable Rate” shall mean a rate of interest per annum equal to 4.95%.

This Note is issued in anticipation of the receipt of taxes levied or to be levied for the General Fund in calendar year 2025. The principal amount of this Note together with all other temporary loans, notes, warrants or similar obligations does not exceed 75% of the total revenues from taxes collected for the General Fund by the Issuer in calendar year 2024 and does not exceed, together with other contracts, notes, warrants and obligations of the Issuer for calendar year 2025 payable from the General Fund, the total anticipated revenues from taxes of the Issuer for the General Fund for calendar year 2025. No temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2024 or any prior calendar year remains unpaid.

This Note may be prepaid in whole prior to maturity, without premium, in an amount equal to par plus accrued interest.

The indebtedness evidenced by this Note is a general obligation of the Issuer, and the full faith, credit and taxing power of the Issuer have been pledged to secure the payment of the principal of and interest on this Note.

The Issuer hereby waives demand, protest, notice of demand, protest and nonpayment and any other notice, required by law relative hereto.

The Issuer represents and warrants to the Bank that:

(a) The Issuer is a municipal corporation duly created and existing under the laws of the State of Georgia with the power and authority to execute this Note.

(b) The proceeds of the loan evidenced by this Note will be used for the operations of the Issuer.

(c) The execution and delivery of, and the performance of the obligations and agreements of the Issuer set forth or referred to in this Note have been duly authorized by all necessary proceedings.

(d) There is no action, suit or proceeding pending or, to the best knowledge of the Issuer, threatened against or affecting the Issuer before any court, governmental department, commission, board or other federal, state, Issuer, municipal or other instrumentality, agency or authority which might adversely affect the power or authority of the Issuer or the ability of the Issuer to perform its obligations set forth or referred to in this Note.

(e) All authorizations, consents, approvals and findings of governmental bodies or agencies required of the Issuer in connection with the (i) execution and delivery of this Note, (ii) adoption of the Note Resolution and (iii) consummation of the transactions contemplated by this Note and the Note Resolution have been obtained and

are in full force and effect. The Note Resolution has not been modified or rescinded and is in full force and effect.

(f) The execution and delivery of, and the performance of the obligations and agreements set forth or referred to in this Note, will not conflict with or constitute a violation or a default under any constitutional provision, statute, indenture, mortgage, lease, resolution, or other agreement or instrument, to which the Issuer is a party or by which it is bound, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or its activities or properties.

(g) The adoption of the Note Resolution occurred at a meeting held after due and reasonable public notice given in accordance with the Issuer's procedures and the provisions of law, which was open to the public and at which a quorum was present and acting throughout, and said actions appear of public record in the minute books of the Issuer.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State of Georgia to be done precedent to or as a condition to the issuance of this Note have been properly done, have happened and have been performed in the manner required by the Constitution and laws of the State of Georgia; that the tax levies in anticipation of which this Note is issued are or will be valid and legal levies; that the Issuer will use a sufficient amount of the proceeds of such tax levies and other available funds for the payment of this Note and the interest hereon; and that this Note, together with all other indebtedness of the Issuer, is within every debt or other limit provided by the Constitution and laws of the State of Georgia.

All capitalized terms used but not defined herein shall have the meanings assigned to them in the Note Resolution.

IN WITNESS WHEREOF, the Issuer acting by and through its Governing Body, has caused this Note to be executed in its name by the manual signature of the Mayor, and attested by the manual signature of the City Clerk and the seal of the Issuer to be impressed or imprinted hereon, all as of the date of original issue as shown above.

CITY OF CLARKSTON, GEORGIA

(SEAL)

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

Attest:

\_\_\_\_\_  
City Clerk

## **CERTIFICATE OF AUTHENTICATION**

This is the Note described in the within mentioned authorizing resolution of the Mayor and City Council of the City of Clarkston, Georgia adopted on July 14, 2025, and is hereby authenticated.

**CITY OF CLARKSTON, GEORGIA**

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

Date of Authentication: July 22, 2025

\* \* \* \* \*

## CITY CLERK'S CERTIFICATE

The undersigned does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution pertaining to the City of Clarkston, Georgia Tax Anticipation Note, 2025 in the principal amount of \$900,000, which resolution was duly adopted at a meeting of the governing body (the "Governing Body") of the City of Clarkston, Georgia which was duly called and assembled on July 14, 2025, which was open to the public, and at which a quorum was present and acting throughout and that the original of said resolution appears of record in the minute book of the Governing Body which is in my custody and control, and that said resolution has not been amended, repealed, revoked or rescinded as of the date hereof.

Given under my hand and the seal of the Governing Body, this 14th day of July, 2025.

(SEAL)

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City Clerk

City of Clarkston - Series 2025 TAN	
Estimated Costs of Issuance	
Fixed Costs of Issuance	
Bond Counsel: Murray Barnes Finister LLP	\$5,000.00
Local Counsel: Wilson, Morton & Downs LLC	0.00
Financial Advisor: Davenport & Company LLC	5,200.00
Lender Counsel: Chapman & Cutler LLP	5,000.00
Rounding / Miscellaneous	0.00
<b>Fixed Costs of Issuance</b>	<b>\$15,200.00</b>

Davenport Breakout (Per Contract)	
Financial Advisory Fee	\$5,000.00
4% Additional Fee	200.00
Direct Expenses (Estimate)	0.00
<b>Total</b>	<b>\$5,200.00</b>

Note: Based upon fee quotes provided to Davenport.



TABLE OF CONTENTS

City of Clarkston, Georgia  
Tax Anticipation Note, Series 2025  
Proposed Final Numbers

Report	Page
Sources and Uses of Funds . . . . .	1
Bond Summary Statistics . . . . .	2
Bond Pricing . . . . .	3
Bond Debt Service . . . . .	4
Proof of Arbitrage Yield . . . . .	5
Form 8038 Statistics . . . . .	6
Disclaimer . . . . .	7

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SOURCES AND USES OF FUNDS

City of Clarkston, Georgia  
Tax Anticipation Note, Series 2025  
Proposed Final Numbers

Sources:	
<hr/>	
Bond Proceeds:	
Par Amount	900,000.00
<hr/>	
	900,000.00
<hr/>	
Uses:	
<hr/>	
Project Fund Deposits:	
Project Fund	884,800.00
<hr/>	
Cost of Issuance:	
Cost of Issuance	15,200.00
<hr/>	
	900,000.00
<hr/>	

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## BOND SUMMARY STATISTICS

City of Clarkston, Georgia  
Tax Anticipation Note, Series 2025  
Proposed Final Numbers

Dated Date	07/22/2025
Delivery Date	07/22/2025
Last Maturity	12/31/2025
Arbitrage Yield	3.894392%
True Interest Cost (TIC)	3.894392%
Net Interest Cost (NIC)	3.890000%
All-In TIC	7.864196%
Average Coupon	3.890000%
Average Life (years)	0.442
Duration of Issue (years)	0.442
Par Amount	900,000.00
Bond Proceeds	900,000.00
Total Interest	15,462.75
Net Interest	15,462.75
Total Debt Service	915,462.75
Maximum Annual Debt Service	915,462.75
Average Annual Debt Service	2,072,745.85
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	

Total Underwriter's Discount

Bond Price

100.000000

Bond Component	Par Value	Bond Price	Average Coupon	Average Life
Bond Component	900,000.00	100.000	3.890%	0.442
	900,000.00			0.442

	TIC	All-In TIC	Arbitrage Yield
Par Value	900,000.00	900,000.00	900,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-15,200.00	
- Other Amounts			
Target Value	900,000.00	884,800.00	900,000.00
Target Date	07/22/2025	07/22/2025	07/22/2025
Yield	3.894392%	7.864196%	3.894392%

BOND PRICING

City of Clarkston, Georgia  
Tax Anticipation Note, Series 2025  
Proposed Final Numbers

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:	12/31/2025	900,000	3.890%	3.890%	100.000
		900,000			

Dated Date	07/22/2025	
Delivery Date	07/22/2025	
First Coupon	12/31/2025	
Par Amount	900,000.00	
Original Issue Discount		
Production	900,000.00	100.000000%
Underwriter's Discount		
Purchase Price	900,000.00	100.000000%
Accrued Interest		
Net Proceeds	900,000.00	

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BOND DEBT SERVICE

City of Clarkston, Georgia  
Tax Anticipation Note, Series 2025  
Proposed Final Numbers

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/31/2025	900,000	3.890%	15,462.75	915,462.75	915,462.75
	900,000		15,462.75	915,462.75	915,462.75

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PROOF OF ARBITRAGE YIELD

City of Clarkston, Georgia  
Tax Anticipation Note, Series 2025  
Proposed Final Numbers

Date	Debt Service	PV Factor	Present Value to 07/22/2025 @ 3.8943917658%
12/31/2025	915,462.75	0.983109362	900,000.00
	915,462.75		900,000.00

Proceeds Summary

Delivery date	07/22/2025
Par Value	900,000.00
Target for yield calculation	900,000.00

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FORM 8038 STATISTICS

City of Clarkston, Georgia  
Tax Anticipation Note, Series 2025  
Proposed Final Numbers

Dated Date 07/22/2025  
Delivery Date 07/22/2025

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:	12/31/2025	900,000.00	3.890%	100.000	900,000.00	900,000.00
		900,000.00			900,000.00	900,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	12/31/2025	3.890%	900,000.00	900,000.00		
Entire Issue			900,000.00	900,000.00	0.4417	3.8944%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	15,200.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

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## DISCLAIMER

City of Clarkston, Georgia  
Tax Anticipation Note, Series 2025  
Proposed Final Numbers

The enclosed information relates to an existing or potential municipal advisor engagement.

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Version 01.01.2025 - ML/CH/DJG/RC/CR



CITY OF CLARKSTON

ITEM NO: 4B

WORK SESSION

HEARING TYPE:  
Special Called Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Discussion and  
Consideration

MEETING DATE: July 14, 2025

SUBJECT: Discussion, consideration and recommendation of approval of the contract with IKON Filmworks, LLC for relocation of current and installation of new audio visual equipment for the Courtroom and Council Chambers - \$36,005

DEPARTMENT: City Administration

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO  
Pages:

INFORMATION CONTACT: ChaQuias Miller-Thornton  
EMAIL: cmthornton@cityofclarkston.com

PURPOSE: Discussion, consideration and recommendation of approval of the contract with IKON Filmworks, LLC for relocation of current and installation of new audio visual equipment for the Courtroom and Council Chambers.

NEED/ IMPACT: The City has the need for audio visual services for council work sessions, regular council meetings, special called meetings and court proceedings. With this in mind, we requested proposals from BIS Digital, Inc., the current vendor for equipment and IKON Filmworks, LLC, the current audiovisual service provider.

BIS Digital, Inc., submitted a bid of \$32,728.35. For this amount, they would only move and relocate the existing equipment that was purchased directly from them. This means that no televisions, microphones or additional wiring would be added. The old wiring would be replaced, but if we need more, there would be an additional cost.

IKON Filmworks, the current audio visual service provider, submitted a bid of \$36,005. For this amount, they would remove current microphones, speakers and reinstall at the current location, install a new audio board and stage box (currently do not have in old court room), install all new cabling for speakers and microphones, install new video cables, install 3 new cameras and camera controllers, install a new wireless microphone system, install a video switcher for streaming

In summary, selecting IKON is a strategic decision that not only addresses our immediate needs but also positions us for future growth through enhanced support and technology integration.

Both of the proposals/estimates for BIS and IKON are attached for reference.

RECOMMENDATIONS:

Staff recommends approval of the contract with Ikon Filmworks for audio visual services for relocation of current and installation of new audio visual equipment.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZING A CONTRACT WITH IKON FILMWORKS, LLC FOR RELOCATION OF CURRENT AND INSTALLATION OF NEW AUDIO-VISUAL EQUIPMENT.

\* \* \* \* \*

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

Section 1. That the City Council authorizes a contract with IKON Filmworks, LLC for the relocation of current and installation of new audio-visual equipment for the Courtroom and Council Chambers in the amount of \$36,005. 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 14th day of July 2025.

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

ATTEST:

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

## EXHIBIT A

**Provider**

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

**Customer**

City of Clarkston  
cmthornton@cityofclarkston.com

**Estimate No.**

#EST-20250428-416

**Date**

04/28/2025

# ESTIMATE

Relocation of Council Chambers  
5 days of Labor

Item	Description	Price/Unit	Qty	Price
Relocation of Microphones	<ul style="list-style-type: none"><li>Removal and installation of microphones from City Courthouse to New City hall</li></ul>	\$500.00	1	\$500.00
Relocation of Speakers	<ul style="list-style-type: none"><li>Removal and installation of speakers from City Courthouse to New City hall</li><li>10 Speakers</li></ul>	\$250.00	10	\$2500.00
Audio Board and Stage box	<ul style="list-style-type: none"><li>Audio board and Stage box</li></ul>	\$3800.00	1	\$3800.00
Speaker and Microphone Cables	<ul style="list-style-type: none"><li>Misc Speaker and Microphone Cables</li></ul>	\$1750.00	1	\$1750.00
Video Cables	<ul style="list-style-type: none"><li>Misc Video Cables</li></ul>	\$2655.00	1	\$2655.00
Misc Construction Materials	<ul style="list-style-type: none"><li>Misc Construction Materials</li></ul>	\$1000.00	1	\$1000.00
Camera System	3 Cameras and Camera Controller	\$5500.00	1	\$5500.00

Item	Description	Price/Unit	Qty	Price
Wireless Microphone System	<ul style="list-style-type: none"> <li>Wireless Microphone System</li> </ul>	\$500.00	1	\$500.00
Video Switcher	<ul style="list-style-type: none"> <li>Video Switcher for Streaming</li> </ul>	\$2300.00	1	\$2300.00
Labor	<ul style="list-style-type: none"> <li>Removal and installation of microphones from City Courthouse to New City hall</li> <li>Removal and installation of speakers from City Courthouse to New City hall</li> </ul>	\$14000.00	1	\$14000.00
Engineering Services	<ul style="list-style-type: none"> <li>Strategic Repurpose of Existing Audio and Video Equipment</li> </ul>	\$1500.00	1	\$1500.00
Subtotal				\$36005.00
0%				\$0.00
Total				\$36005.00

If Estimate is accepted please be sure to click the accepted button at the top of the screen. Thank you for your business.

# **City of Clarkston**

## **Proposal**

### **City of Clarkston City Hall Equipment Move**

**04-04-2025**

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Ms. Keisha Dixon  
736 Park N Blvd  
Clarkson GA 30021  
(678) 409-9683  
kldixon@cityofclarkston.com



## Proposal Information

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**Title of Proposal:**

City of Clarkston City Hall Equipment Move

**Proposal Total:**

\$32,728.35

**Intended Recipient Name (Attention To):**

Ms. Keisha Dixon

**Delivery Address:**

736 Park N Blvd  
Clarkson GA 30021

**BIS Digital Proposal Reference ID:**

P-2301496

**Drop-off Location (Building Name):**

City of Clarkston

## Submitting Organization Information

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**Name:**

Business Information Systems, Inc. DBA: BIS Digital

**Address:**

6600 Park Of Commerce Boulevard, Boca Raton FL  
33487

**Email:**

sales@bisdigital.com

**Website:**

www.bisdigital.com

**Account Manager:**

Dan Meyer

**UEI Number:**

L443F978GK46

**Phone:**

(800) 834-7674  
(954) 493-7377

**Account Manager Phone:**

(800) 834-7674 x 4518

**Fax:**

(877) 858-5611

**Date:**

April 4, 2025

## Proposal Terms and Conditions

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<b>Proposal ID</b>	P-2301496
<b>Effective Period</b>	This proposal is valid through 10-01-2025.
<b>Tax Status</b>	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
<b>Deposit</b>	All orders above \$5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.
<b>Payment Terms</b>	Payment for the delivery of goods is due upon the transfer of possession of the goods to the buyer or its agent. Payment of services is due when all services have been fully performed in accordance with the terms of the agreement. The buyer shall promptly inspect the goods or services upon receipt and shall notify BIS Digital of any defects or non-conformities. An ACH number will be provided for payment.
<b>Cancellation</b>	<p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p>Restocking Fee: A 20% restocking fee will be charged for all canceled orders.</p>
<b>Limited Warranty</b>	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
<b>Software Assurance</b>	Annual Software Assurance entitles users to software upgrades at a fixed fee assessed at time of purchase.
<b>Substitutions</b>	Unforeseen supply chain disruptions or component shortages may impact the availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.





## Proposal P-2301496 Accepted By

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Full Name (Print):

Title:

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Signature:

Date:

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### PLEASE NOTE:

By signing above and or providing a purchase order number below, your organization is agreeing to the appended scope of work, pricing, disclaimers, terms, and conditions, and is authorizing BIS Digital, Inc. to order, install, and bill for ALL materials and applicable services listed in this proposal: P-2301496.

## Accounts Payable Information

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Full Name (Print):

Phone Number:

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Email Address:

Fax Number:

---

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Purchase Order Required for Purchasing?

Purchase Order Number:

YES

NO

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## Installation Overview

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BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our installation process is an integral part of this commitment. The following section is a general overview of the steps we take to ensure a seamless experience. Note: The final schedule is determined with the client after a proposal is accepted and a purchase order is received.

Our installation process begins with careful planning and design to ensure that the AV system meets the needs of the end users and is properly integrated into the space. This includes conducting site surveys to assess the physical space and infrastructure, as well as working with clients to understand their specific needs and requirements. In circumstances where we are not able to conduct a technical walkthrough pre-quotation or believe the project would benefit from an additional review, we will coordinate a site survey at the client's earliest convenience. This allows us to properly assess the physical space and infrastructure, and solidify whether any site preparations need to be made in advance, such as providing lockable storage or installing power outlets as needed to support the AV system. Product orders will commence immediately following this final site review meeting and can take 2-3 weeks, depending on manufacturing and shipping times.

Once the site is prepared, BIS Digital will connect and configure all hardware and software components of the AV system. All work will be performed by BIS Digital Technicians only, with no subcontractors. This may include installing and configuring audio processors, amplifiers, and control systems, as well as integrating the AV system with other building systems as applicable. Installation times can range from two days to two weeks per room depending upon the complexity of the system and environment. Custom programming and support will be provided by BIS Digital programmers, who will be available throughout the installation period and for routine performance upgrades and maintenance through remote service. BIS Digital follows all local building codes and regulations when performing work and ensures that all components are installed safely and securely.

## Support and Service Overview

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At BIS Digital, we are committed to meeting our customers' service and support requirements and honoring all product warranties. We also offer comprehensive maintenance programs that include on-site and remote support, service, and training in addition to warranty fulfillment. Complete details are available upon request.

We have a 24/7 toll-free service hotline staffed by experienced technical service representatives, as well as options for placing service calls directly on our website or by phone. In most cases, we can resolve issues over the phone or in a video conference, but there may be times when an on-site visit is necessary. We use hosted customer relationship management (CRM) software to track the performance of our supported systems and our customers' services. Our technicians receive service calls through our internal service coordinator, and the cost of service coverage depends on the customer's service agreement. When a service call is completed, an automated email is sent to the customer with the results.

To ensure that we're responding quickly and efficiently to our customer requests and service issues, we've also implemented a Service Level Management Escalation Policy that outlines how we handle different levels of severity and how we communicate with our customers. Sometimes, we may need to escalate issues for technical or managerial reasons. Technical escalations involve bringing in additional expertise to resolve technical problems as quickly as possible, while managerial escalations involve higher levels of decision-making authority to address procedural or behavioral obstacles that may be holding up the resolution of a situation.

To optimize these systems, we ask every customer to contact the Technical Support Center first:

(800) 715-1234  
Support@BISDigital.com

In the event a BIS Digital technical support representative does not respond in a prompt manner (within 8 business hours), customers can escalate their service issue to the contacts below.

Account Manager – Dan Meyer  
(800) 834-7674 x 4518

Technical Services Manager – Gary Jones  
(800) 834-7674 x 4513

Director of Operations – Mitch Wise  
(800) 834-7674 x 9516

BIS-4000780 - Installation (I)

Rep Name: Dan Meyer

Date: 04-02-2025

City of Clarkston

By signing below, I certify that I am an authorized signer for City of Clarkston and have reviewed and approve the Scope of Work provided by BIS Digital. I understand that this Scope of Work defines the equipment requirements for the project, and certify this document accurately captures the needs of my organization. I also acknowledge that any changes to the Scope of Work must be approved in writing by all parties involved.

Client Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Installation (I) Description / Notes:

BIS to move equipment from old city hall to new city hall location.

Items to be moved included in order #8017487 & #8018188 - original quote attached to SOW.

New location building layout attached.

Live Stream to be set up same as it is currently done at existing city hall.

Items NOT purchased from BIS will be moved by City of Clarkston staff. Old wiring will not be removed from existing city hall, new wiring will be installed at new city hall location.

Client proposed move in date April 30, 2025.

**Will any BIS Digital provided equipment need to match existing equipment?**

No -- All BIS Digital provided equipment can be standalone and does not need to match any existing equipment.

**System Training Required?**

No -- This scope does NOT require system training.

System:

Council Room

Multiple Rooms?

No -- This scope does NOT consider multiple rooms.

Applicable Room Name(s):

Council Room

VOIP / SIP / VTC:

- Teams
- WebEx
- Zoom

Will BIS Digital provide ongoing support?

On-Site Support with Hardware Replacement

**Audio Sources:**

	Location	Status	Placement	Type	Make/Model	Record Channel	Public Address	Stream Online	Use in VTC	Chairman	Voting	Request to Speak
<b>A1</b>	Podium 1	Use 1 Client-Provided	Desk-mounted	18" Gooseneck								
<b>A2</b>	Podium 2	Use 1 Client-Provided	Desk-mounted	18" Gooseneck								
<b>A3</b>	Staff Table 1	Use 1 Client-Provided	Desk-sitting	18" Gooseneck (w/ Mute)								
<b>A4</b>	Dais	Use 9 Client-Provided	Desk-sitting	18" Gooseneck (w/ Mute)								

**Audio Destinations:**

	Location	Status	Type	Zone	Make/Model
<b>S1</b>	Dais	Use 2 Client-Provided	In-ceiling Speaker		
<b>S2</b>	Well	Use 2 Client-Provided	In-ceiling Speaker		
<b>S3</b>	Gallery	Use 6 Client-Provided	In-ceiling Speaker		
<b>S4</b>	Lobby 1	Use 2 Client-Provided	Wall-mounted Speaker		

**Video Sources:**

	Location	Status	Placement	Type	Make/Model	Cam Shot	Cam Dist. to Target	Cam Target	Record Channel	Route to NVR	Stream Online	Use in VTC
V1	Ceiling	Use 1 Client- Provided	Ceiling-mounted	PTZ IP Camera				Podium 1				✓
V2	Ceiling	Use 1 Client- Provided	Ceiling-mounted	PTZ IP Camera				Podium 2				✓
V3	Ceiling	Use 1 Client- Provided	Ceiling-mounted	PTZ HDMI Camera				Dais				✓
V4	Clerk	Use 1 Client- Provided	Desk-sitting	HDMI Video Feed								✓

Displays:

	Location	Status	Placement	Size	Type	Make/Model	Include Audio	Annotation Capable	Show V1	Show V2	Show V3	Show V4	Show V5	Show V6	Show V7	Show V8	Show V9	Show V10	Content Group
D1	Ceiling	Use 1 Client-Provided	Ceiling-mounted (fixed)		Project or	Epson			✓	✓	✓	✓							
D2	Lobby 1	Use 1 Client-Provided	Wall-mounted (fixed)	32"	Display				✓	✓	✓	✓							
D3	Dais	Use 1 Client-Provided	Wall-mounted (fixed)	50"	Display				✓	✓	✓	✓							
D4	Clerk	Use 1 Client-Provided	Desk-mounted (fixed)	27"	Display	Confidence Monitor			✓	✓	✓	✓							

**Additional Equipment:**

	Location	Status	Make / Model	Ports Available
Amplifier	Rack	Use 1 Client-Provided		
Assisted Listening System	Rack	Use 1 Client-Provided		
Desktop/Laptop	Clerk	Use 1 Client-Provided		
DSP/Mixer	Rack	Use 1 Client-Provided		
Network Switch	Rack	Use 1 Client-Provided		
Power Conditioner	Rack	Use 1 Client-Provided		
Presentation System	Rack	Use 1 Client-Provided		
Video Distribution Amplifier	Rack	Use 1 Client-Provided		
Video Input Switcher	Rack	Use 1 Client-Provided		

**Rack:**

	Location	Status	Type	Access	Conduit	Units Available
Rack 1	Rack Room	Use 1 Client-Provided	Enclosed	Direct (in-room)	Client Providing	19U

**Did the client confirm relocating rack or equipment may require new cable runs for existing equipment as applicable?**

Yes – Client confirmed possible relocation constraints.



**Is the client planning to record with DCR?**

Yes – the client is using DCR and needs to update their version and/or increase their channels.

**DCR PC:**

	Location	Status	Type	Recording Light	Recording Sign	Web Clock Sign	Start/Stop Light Switch	Physical Start/Stop Button	Physical Bookmark Button	3rd Party Control
DCR PC	Clerk	Use 1 Client-Provided	Desktop							

**DCR File Storage (in addition to C: Drive):**

	Location	Status	Type	Storage Capacity	Use Case	Minimum Retention Time (Years)
HD1	Clerk	Use 1 Client-Provided	Internal Hard Drive (SSD)	TBD	Simultaneous Mirroring	Other (see notes)

**DCR License:**

Status	Existing Audio Channels	Existing Video Channels	New Audio Channels	New Video Channels	Real-time Captioning	Docket Integration	Hosted Streaming	Network Monitor	Network Control	RTSP Streaming	Screen Capture	Transcription Assistant	Virtual Courtroom	Web Access	Web Clock
Use 1 Client-Provided	2	1													

**Has an installation timeline been defined / established?**

Yes -- The timeline is included in the scope of work notes.

**Will the system be installed as part of a construction or renovation project?**

Yes -- Renovation.

**At time of walk, did the client confirm a POC for the project?**

Yes -- Client confirmed contact information below.

Keisha Dixon    kldixon@cityofclarkston.com    (679) 409-9683

**Is there a Network Approval Process?**

No

**Will an IT Administrator or someone with knowledge of the network be available throughout the project?**

No -- Client did NOT confirm.

**Is there any conduit available?**

No -- Conduit is not available or does not exist.

**Is there access above the ceiling?**

Yes -- BIS Digital can access areas above ceilings on-site as needed.

**Is there any ceiling height on-site greater than 14 feet?**

No -- Ceiling heights at all locations are below 14 feet.

**Is there known asbestos?**

N/A -- The presence of asbestos does not impact the scope of this system.

**Will cables be run in-wall?**

Yes -- Existing infrastructure will support running cables in-wall.

**Will cables be run on floor with coverings?**

N/A -- Cables will not be ran across the floor for this scope.

**Will equipment be mounted on walls, ceilings, or floors as needed?**

Yes -- Existing infrastructure will support mounted equipment.

**Did the client confirm that installation structures will support installed equipment as applicable?**

Yes -- Client confirmed structure WILL support installed devices.

**Is there a loading dock?**

N/A -- Loading dock not needed for this scope.

**Is there adequate, lockable storage available to store ALL equipment needed for the installation?**

N/A -- Lockable storage not needed for this scope.

## General Scope of Work Description for Installations

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our Scope of Work process is an integral part of this commitment. Please note that this document is intended as a preliminary assessment only and may be subject to a final technical assessment of your requirements. Its use is limited to the purpose of allowing you to verify, via signature, whether the listed equipment, software, and installation needs were accurately recorded. The final implementation of equipment and functionality may vary due to factors including but not limited to: budget, infrastructure, and manufacturer constraints. This document does not provide any implied or express warranties, and BIS Digital accepts no liability for any reliance on the information contained within it beyond its intended purpose as an initial work assessment. Unless otherwise specified, the following section lists BIS Digital and client responsibilities for a standard installation.

### **BIS Digital will be responsible for the following:**

- Provision of all necessary labor, supervision, tools, equipment, materials, services, testing, and other expenses for the successful installation and delivery of a complete and operable A/V solution.
- Performance of all work as described in the scope of work, including installation and testing of specified equipment and final circuit terminations in the head-end equipment racks.
- Project management, personnel, supervision, staff, labor, installation planning, scheduling, documentation, installation quality, and testing devices as required to complete the work.
- Furnishing of specified equipment, with the caveat that BIS Digital reserves the right to bill for equipment as stored materials when delivery or installation is not possible.
- Recommendation for the installation of dedicated electrical power at the head-end, end-user equipment, or at the location of final control(s).
- Production of deliverables and any substitutions on a schedule established under a purchase agreement.

### **The client will be responsible for the following:**

- Preparation of the installation site, including but not limited to carpentry, network connection installation, and electrical work.
- Provision of scaffolds, ladders, or high-reach equipment for installation work in ceilings over 14 feet. BIS Digital will quote rental equipment as needed or upon request.
- Responsibility for any external noise or factors creating noise within the systems not exposed by installed electronic equipment.
- Ensuring that installation structures will support the weight of equipment, including but not limited to wall-mounted displays, hanging loudspeakers, and equipment racks.
- If required, customer-provided contractors will be responsible for the provision, hanging, and installation of all rigid electrical junction boxes, AC power, relay switches, conduits, and any structural reinforcement means as required for the proposed systems.

By signing below, I certify that I am an authorized signer for City of Clarkston and have reviewed and approve the Scope of Work provided by BIS Digital. I understand that this Scope of Work defines the equipment requirements for the project, and certify this document accurately captures the needs of my organization. I also acknowledge that any changes to the Scope of Work must be approved in writing by all parties involved.

Client Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## Disclaimer: Shipping and Handling

### Shipping Information and Requirements

By engaging in our shipping services, customers are obligated to provide precise shipping contact information. This includes the first and last name, title, phone number, and email address of the individual designated to oversee shipping logistics. Customers must also explicitly state whether their location possesses a designated dock for receiving shipments. This information is crucial for planning to ensure the most efficient and timely delivery method.

### Direct Shipments from Manufacturers

BIS Digital reserves the right to dispatch particular items, such as monitors and specific components, directly from the manufacturer. While this approach may result in separate arrivals from bundled systems, it is essential to secure timely deliveries and the uncompromised condition of individual components. Rest assured, we manage this process to minimize any potential disruption to your project.

### Shipping Costs

The expenses associated with shipping and handling will be determined according to project-specific requirements. Customers will receive a set price for these costs included in a Bill of Materials prior to proceeding with any shipment. Our objective is to maintain cost-efficiency while upholding the highest standards of care for your equipment.

### Shipping Schedule and Tracking

BIS Digital collaborates closely with customers to establish a shipping schedule that aligns with project timelines. Timely delivery is a paramount commitment, and customers will be kept informed of the shipping status through proactive communication. Additionally, when applicable, customers will be granted access to tracking services and notifications, affording them the means to monitor the status of their shipments, thereby facilitating appropriate preparation for the arrival of their AV equipment.

### Disclaimer and Contact Information

This Shipping and Handling Disclaimer serves as a general guideline for our shipping and handling procedures. BIS Digital is firmly committed to addressing specific inquiries or concerns regarding shipping in a prompt and efficient manner, all with the overarching goal of ensuring a seamless and expedient shipping experience for your AV equipment. Should you require further clarifications, have concerns, or need additional assistance, we encourage you to reach out to our dedicated support team.

#### Does the delivery site include lockable storage?

N/A – Lockable storage not needed for this scope.

#### Is the delivery site equipped with a loading dock?

N/A – Loading dock not needed for this scope.

By signing below, I certify that I am an authorized signer for City of Clarkston and have reviewed and approved BIS Digital's Shipping and Handling Disclaimer. I understand that this disclaimer provides a general overview of shipping expectations and agree to hold BIS Digital harmless from liability arising from third-party carrier errors, damages, or delays. Furthermore, I acknowledge that if specific shipping instructions, such as address details, carry-in delivery, or attention-to information, are required, I will promptly forward these instructions to the designated account manager for implementation. I also recognize that any delays in providing accurate shipping information may result in project delays, and I accept responsibility for mitigating such delays by promptly addressing any shipping-related requirements.

Client Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## **Disclaimer: Client-Initiated Modifications and Post-Installation Changes**

This document serves as a disclaimer by BIS Digital, Inc. to address concerns regarding client-initiated modifications and changes made to audiovisual systems during or post-installation. We urge all clients, their respective staff, and any applicable third-parties, to carefully review and understand the following points.

### **Responsibility for Modifications**

BIS Digital takes pride in delivering high-quality audiovisual systems and solutions that are carefully designed, installed, and configured according to the client's specific needs and requirements. Any modifications, alterations, or changes made to the installed systems by the client or their staff after the completion of installation are outside the scope of our original service and responsibility.

### **Risk and Implications**

Clients are advised that making unauthorized modifications to the audiovisual systems, including hardware and software, may result in compatibility issues, operational errors, and system malfunction. BIS Digital shall not be held responsible for any issues or damages that may occur due to these client-initiated modifications.

### **Client Decision-Makers**

We encourage clients to designate responsible individuals who will oversee and approve any changes or updates to the audiovisual systems, and who understand the potential consequences of unauthorized modifications.

### **Client Communication**

In the event that clients intend to make changes or upgrades to the installed systems, we kindly request that they notify BIS Digital in advance. This will allow us to assess the proposed changes for compatibility and potential impacts on the system.

### **Warranty and Support**

Our standard warranty and support services apply to the audiovisual systems as they were originally installed and configured by BIS Digital. Any client-initiated modifications may void these warranties and may incur additional charges for repair or maintenance.

### **Dispute Resolution**

In the event of disputes arising from client-initiated modifications and their impact on the audiovisual systems, BIS Digital is open to engaging in a constructive dialogue to find mutually acceptable solutions. However, the ultimate responsibility for such modifications rests with the client.

### **Acknowledgment**

By continuing to use or make changes to the audiovisual systems installed by BIS Digital, clients acknowledge their understanding and acceptance of this disclaimer.

### **Contact Information**

For any questions, concerns, or inquiries related to this Disclaimer, please contact BIS Digital through our official channels.

Please note that this disclaimer is a fundamental aspect of our service agreements. BIS Digital is committed to delivering exceptional AV solutions and ensuring the longevity and functionality of our installations. We appreciate your cooperation in preserving the integrity of our work.

## Client Site Preparation Checklist

As part of delivering a seamless experience, there are a few things clients can do ahead of time that greatly impact the speed and efficacy of an on-site or remote installation. In either instance, BIS Digital highly recommends reviewing the client checklist provided below and completing all applicable items within the timeframes listed should you choose us as your technology partner. If you have any questions about the items on this list, please don't hesitate to contact your account manager or call us directly at (800) 834-7674.

### At least 30 Days Prior to Installation Date:

- ☐ Identify the location where the AV equipment will be installed and ensure that it meets the necessary specifications, including proper power and electrical outlets, HVAC, lighting, and structural support.
- ☐ Provide BIS Digital with a comprehensive list of all existing AV equipment and systems that will be integrated with the new equipment, including make and model numbers.
- ☐ Ensure that all necessary software and firmware updates have been performed on existing equipment.
- ☐ Ensure that all required permits and licenses have been obtained, including those related to construction or renovation work as applicable.
- ☐ Ensure that any necessary network infrastructure is in place, including existing routers, switches, and firewalls.
- ☐ Provide BIS Digital with any applicable IP addresses to ensure that the AV equipment is properly configured to integrate with the network.
- ☐ Ensure that the appropriate personnel are present during the installation, including facilities personnel, IT personnel, and any other key stakeholders.
- ☐ Establish a clear communication plan with BIS Digital to ensure that any issues or concerns that arise on-site are promptly addressed.
- ☐ Coordinate with BIS Digital to schedule any necessary training sessions for end-users to ensure that they are familiar with the AV equipment and its functionality.

### If Archiving Recordings to a Network Path:

- ☐ Create a dedicated folder on the network for recording files.
- ☐ Ensure the Universal Naming Convention (UNC) path is available for that folder.
- ☐ Ensure each recording PC will have network access to this path.
- ☐ Ensure user logging into a recording computer will have read/write access to this path.

### Day Before Installation:

- ☐ Provide BIS Digital with any necessary access codes or keys to the installation site.
- ☐ Ensure any pre-shipped equipment is accounted for and accessible to the technicians on site.
- ☐ Ensure any existing computers will be in proper working order, free of viruses, have internet access, and be in the place where they will be used.
- ☐ Provide BIS Digital with any necessary user credentials and network access information to ensure that the AV equipment is properly integrated with the network. If this cannot be provided, please ensure someone with administrator rights will be available during the installation.

### Note on Recording Storage:

The DCR recording software can write files to multiple locations simultaneously. BIS Digital will create a C:\DCR Recordings folder on the local recording computer as the primary storage method. A mirror copy can be written to a network, external HD, flash drive, SD card, or CD/DVD. Mirroring to a network location is the preferred method. When mirroring to a network path, any user that intends to record audio/video will also need read/write/modify access to this network path so that the files can mirror successfully. When considering storage methods, BIS Digital recommends revisiting state or local government requirements for long-term storage.

### If Archiving Recordings to a CD/DVD:

- ☐ Ensure any existing CD/DVD burners meet BIS Digital specifications, function properly, and be installed at each recording computer.
- ☐ Ensure any applicable CD/DVD writing software is installed unless purchasing from BIS Digital.
- ☐ Provide a sample of writable media for testing/training and going live with the system. CD-R and DVD +R are the supported disk types.