



CITY COUNCIL REGULAR SESSION

Monday, March 18, 2024 at 7:00 PM
Council Chambers and YouTube Livestream

Website: www.forestparkga.gov
YouTube: <https://bit.ly/3c28p0A>
Phone Number: (404) 366.4720

FOREST PARK CITY HALL
745 Forest Parkway
Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James
The Honorable Hector Gutierrez
The Honorable Allan Mears

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

Ricky L. Clark Jr, City Manager
Randi Rainey, City Clerk
Danielle Matricardi, City Attorney

AGENDA

VIRTUAL MEETING NOTICE

To watch the meeting via YouTube - <https://bit.ly/3c28p0A>

The Council Meetings will be livestream and available on the City's

YouTube page - "*City of Forest Park GA*"

CALL TO ORDER/WELCOME:

INVOCATION/PLEDGE:

ROLL CALL - CITY CLERK:

CEREMONIAL:

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

APPROVAL OF MINUTES:

1. Council Approval of Council Work Session and Regular Meeting Minutes from March 4, 2024 - City Clerk

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

CITY MANAGER'S REPORT

PRESENTATIONS:

2. Proclamation presented to Christian's Pharmacy on behalf of Councilmember Gutierrez**Background/History:**

Councilmember Gutierrez would like to present Christian's Pharmacy with a proclamation.

3. Financial Reporting of the FY2023-2024 Monthly Financial Report- Finance Department**Background/History:**

The Finance Department is presenting FY2023-2024 Monthly Financial review of the City's financials. The purpose of the monthly financial review is to help us know how healthy the City's cash flow is and help evaluate department performance to see if the executive office needs to reallocate resources to achieve the financial goals for the City.

4. Operations and Fire Marshall Highlights Presentation -Forest Park Fire & EMS Department

The Forest Park Fire & EMS Department will present the new roles and responsibilities of the two Deputy Fire Chiefs. Each Deputy will introduce their roles and responsibilities and present highlights in the Fire Marshall's Office and Operations Division.

Fire Marshall's Division (Deputy Chief David Halcome)

Operations (Deputy Chief Geoff May)

NEW BUSINESS:**5. Council Approval on the Renewal of Professional Probation Services Contract-Municipal Court Department****6. Council Approval to Condemn Real Property Located at 765 Forest Pkwy- Executive Offices****7. Council Approval on the City's Investment Management Policy-Finance Department****8. Council Discussion and Approval of a Multi-Factor Authentication (MFA) Solution Implementation- IT Department****9. Council Discussion and Approval on the Multi-Factor Authentication (MFA)Policy – IT Department****10. Council Discussion and Approval to purchase an Asphalt Tar Kettle machine- Public Works Department****11. Council Discussion and Approval of the ONE Light Initiative - Streetlight Upgrade- Public Works Department****12. Council Discussion and Approval of Perkins Park Basketball Court Resurfacing Contract- Public Works Department****13. Council Discussion and Approval on the Plumbing Repairs for the Outdoor Pool – Recreation and Leisure Services**

CLOSING COMMENTS BY GOVERNING BODY:

EXECUTIVE SESSION: (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

ADJOURNMENT:

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-4720.

File Attachments for Item:

- 1. Council Approval of Council Work Session and Regular Meeting Minutes from March 4, 2024 -
City Clerk**

Deputy Fire Chief; Joshua Cox, IT Director; Rodney Virgil, Level 2 Support Engineer; Derry Walker, Director of Code Enforcement; Pauline Warrior; Senior Management Analyst, Chief Criss, PD; Major Jones, PD; Dorothy Roper-Jackson, Court Director and Danielle Matricardi, City Attorney.

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

It was moved to approve the agenda as printed.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears.

NEW BUSINESS:

1. **Council Discussion and Approval to Purchase five (5) Air Packs and Cylinders for the Forest Park Fire Department** -Forest Park Fires & EMS Department

Background/History:

The Forest Park Fire Department needs to purchase five (5) air packs and cylinders. The cost is \$49,571.95 and requires council approval. The vendor is Municipal Emergency Services (MES). MES is under a government contract, and no comparison quotes or requests to bid are required.

The fund is firefighting equipment 100-61-3520-53-1136.

Chief Clemons- Noted The air packs and cylinders are self-contained breathing apparatuses with a life span of ten (10) years, and currently, five (5) are outdated and need to be replaced. Chief Clemons noted the process has already been through procurement.

Comments/Discussion from Governing Body:

Councilmember Antoine- inquired about what happens with the older apparatuses. Chief Clemons noted they are used during training.

2. **Council Discussion and Approval to Purchase two (2) Ambulances** -Forest Park Fire & EMS

Background/History:

The Fire Department would benefit from purchasing two (2) new ambulances in many ways. With the newest ambulances being utilized as front-line apparatus, they run most of our EMS Calls, more than 70% of the total yearly call volume. The next newest ambulance is a 2013 with over 195,000 miles on it. It has an average out-of-service percentage of 10-15%, meaning it is not able to be utilized during that time due to maintenance. This is based on a 5-year time span. The maintenance and repair costs are approximately 60%+ over the lifespan of the ambulance compared to the cost of a new one. These considerations, along with the overall condition of the truck, show a need for replacement. This would

change us from a diesel engine to a gasoline and allow for easier and cheaper routine maintenance costs (per Roscoe at Fleet Services).

Chief Clemons- noted that the Fire Department receives roughly 8,000 calls per year, 85% of calls being EMS calls. Chief Clemons stated the Fire Department's first-line ambulances are the first out and run all the Basic Life Support (BLS) and Advance Life Support (ALS) using the ambulances, which has added a lot of miles and maintenance on the vehicles. Chief Clemons is requesting the purchase of two (2) additional ambulances to allow the frontline ambulances to go out and service the community while the other ambulances go back into reserves.

Mr. Wiggins- noted funding has been identified in the American Rescue Plan Act (ARPA).

3. **Council Discussion and Approval of a Latin American Association Partnership – Legislative Offices**

Background/History:

Councilmembers James and Gutierrez are seeking approval of an event partnership agreement between Clayton County Public Schools and the City of Forest Park for a Latin American Association on April 27, 2024, from 8:30 a.m. to 1:00 p.m. This event will promote the Latin American Association's (LAA) vision of providing "Opportunity for All," with diversity, equity, and inclusion being the primary focus of their organization.

Councilmember Gutierrez- noted that Clayton County Public Schools will be partnering with the Latin American Association to bring resources to this side of town and needs help promoting the event, which will take place at Forest Park High School.

Councilmember James- added that no funding was involved and requested police and fire presence to help control traffic and possibly set up a display. Councilmember James also noted speaking with Kroger delivery to provide food and stated the event is open to everyone.

Comments/Discussion from Governing Body:

Councilmember Akins-Wells- expressed that she believes it's a thin line when city resources are constantly being used for Clayton County Public Schools and wonders what the school board does; she also noted there was a problem at some point with staff members assisting during work hours.

Mayor Butler- inquired with the city attorney where the fine line lies and noted that the draft stated there would be a representative from the council and an employee from police and fire to be available for the event. Attorney Matricardi pointed out that any gratuity, city services, or property that is given away is prohibited. Still, there are special exceptions when it comes to other local government entities, such as school boards, and it would be legal to enter into a contract for those purposes. Attorney Matricardi also added that, in general, the city should want a substantial benefit in return that transfers it from being a gift to a service the city can provide.

Mayor Butler- inquired if it would be an annual event. Councilmember James noted it is the first partnership with the Latin American Association (LAA), which will be an initial kick-off. Councilmember James mentioned that Clayton County Public Schools (CCPS) will be involved with many things, such as paying for the food trucks, and will be hosted at Forest Park High School.

Mr. Clark- asked the city attorney to share the notes in the agenda software. Ms. Matricardi noted that the note states the draft partnership agreement is acceptable. However, she would like to recommend being able to edit the agreement to make it more formalized.

Councilmember Guterrez- noted being involved with the schools as an employee and stated he would rely on the city manager and city attorney to keep him accountable. Councilmember Gutierrez believes in bridging the gap between the city and the school system.

Councilmember Akins-Wells- stated she believes employees should have the option of volunteering for events.

4. **Council Discussion and Approval of an Urban Redevelopment Agency (URA) Appointment – Legislative Offices**

Background/History:

Councilmember James, Chair of the Urban Redevelopment Agency, is seeking the appointment of Yasmin Julio to fill the unexpired term of Marisol Sconiers, who recently resigned her seat. Her term is set to expire on March 21, 2026.

Councilmember James- noted that Ms. Sconiers recently resigned from the board, which opened a seat, and recommended that Ms. Julio fulfill the unexpired term. Councilmember James introduced Ms. Julio.

Ms. Julio- gave a brief introduction about herself.

Mr. Clark- suggested having guidance on formalizing appointments and convening a meet-and-greet for all the boards so the governing body would know who is on them. Mr. Clark also noted that the city clerk should be involved in informing the governing body when there are openings, completing the application process, and streamlining the process. Mayor Butler noted that was the practice in the past. Ms. Matricardi noted that due to it being a resignation in the middle of the term, things were done differently; however, for annual appointments, there will be a process.

Mayor Butler- noted going into executive session after the meeting and suggested if anyone has any recommendations to bring forth during the executive session meeting.

5. **Council Discussion and Approval on the Forest Parkway Median Landscape – Executive Offices**

Background/History:

Falcon Design Consultants, LLC (FDC) has prepared a Task Order (TO) to assist the City of Forest Park with a landscape plan, bid assistance, and construction management for landscape improvements along the median of Forest Parkway within the city limits of Forest Park. The total centerline distance of the project limits is approximately 9,900 L.F. or 1.875 miles.

Additionally, as required, FDC will provide bid assistance and construction management services to complete the City of Forest Park project. Based on meetings with GDOT, FDC will prepare plans using local GIS and aerial data.

Mr. Shelby- noted that Falcon Design Consultants, LLC (FDC) will assist the city with a landscape plan for the median along Forest Pkwy from the farmer's market to the city limits near Jonesboro Rd. and will

also supervise to ensure that the drawings are approved by the Georgia Department of Transportation (GDOT).

6. **Council Discussion and Approval on the City of Forest Park Blight Tax Ordinance – Executive Offices**

Background/History:

Neighborhood blight and the presence of vacant and abandoned properties have profound negative impacts. Additionally, because blighted properties often demand higher government services (e.g., public safety) than other properties, the higher tax allows local governments to recover some of the costs associated with this increased burden.

City Manager Mr. Clark- noted that he was proposing to impose an additional seven (7) mills of tax on any property considered to be blighted; he also noted that this was a way of working on one of the pillars of neighborhood sustainability. Mr. Clark mentioned that the property owner would be charged based on certain criteria outlined in the proposed ordinance, allowing the property owner to have thirty (30) days to request a hearing with the municipal court to share their side of the story.

Comments/Discussion from Governing Body:

Councilmember James- inquired if the tax would apply to vacant homes and lived-in homes and if it would be on the homeowner and not the renter. Mr. Clark noted it would be for both, and the homeowner would be the one to have to pay the tax. Mr. Clark explained the majority of the homes that are deemed blighted would not be uninhabitable and explained what would make a property blighted versus an unkempt property. Mr. Clark also included calling code enforcement if one sees blighted property.

Councilmember Antoine- noted that he does not believe there is light at the end of the tunnel when dealing with low-income residents who cannot afford to fix up their property and see that it works. Mr. Clark noted that the administration has developed ways to handle those types of situations through the office of code enforcement and the creation of the beautification committee.

Mr. Clark- noted that the majority of individuals who would qualify under the ordinance are absentee property owners. Mr. Clark stated in Section E the city would benefit from creating an additional tax where illegal and criminal crimes occur, which the property owner knew or should have known about.

Mr. Walker- spoke about the One Branch program, which will assist the elderly and community in completing exterior upgrades such as cutting grass and painting the property's exterior.

Councilmember Mears- mentioned he agrees and would like to keep Forest Park beautiful.

Mayor Butler- Noted that it was long overdue and wanted to have a higher fine. Councilmember Akins-Wells inquired why it could not go higher. Mayor Butler stated it was explained to her that seven (7) mills are the standard but has an option to go higher. Ms. Matricardi noted that there is no legal standard, but it has to be reasonably related to the purpose of local government. Ms. Matricardi also noted that the Georgia Municipal Association (GMA) recommends seven (7) mills; however, some municipalities have gone up to ten (10) mills, which she does not recommend. Mayor Butler noted that it's been a problem for

many years, and hitting the property owners with the highest will let them know the city means business and recommended increasing if it is the council's desire.

Mr. Clark- noted that Mayor Butler is very passionate about the bill and has worked on it since the previous administration. Mr. Clark questioned how adding the seven (7) mills affects the Homestead Exemption. Ms. Matricardi noted that while doing research, she could not see a complete exemption; she also said that a complete exemption means paying zero taxes and would be calculated first, followed by the homestead exemption.

Councilmember Antoine- noted he would not support a higher mil.

Councilmember James- inquired if the homestead exemption was applied to absent residents. Mr. Clark noted that residents could only file homestead exemptions on one property and that it had to be their primary domicile per state law.

7. **Council Discussion and Approval of the Final Plat-Towne Manor Townhomes-**Planning and Community Development Department

Background/History:

The Towne Manor townhome development located at 437 North Avenue is nearing completion of the 16-townhome unit subdivision and is now in the final plating stage. The Planning Commission approved the preliminary plat on August 18, 2022. The development is located on 1.61 acres on the corner of North Avenue and Burks Road.

Mrs. Gardiner- noted that the preliminary plat was approved in August 2022, and staff is almost at the conclusion of the development.

8. **Council Discussion and Approval of the Text Amendment-Termination of Conditional Use Permits** – Planning and Community Development Department

Background/History:

Article G. Section 8-8-190, as currently written in the code, does not provide clear and formal processes for the termination or continuance of a conditional use permit. The requested text amendment provides more clarity when a conditional use permit shall no longer be authorized if construction or occupancy has not occurred within six months of the date a conditional use permit was granted. The amendment further clarifies the continuance of a conditional use permit if the use for which the permit was granted is occurring on the property and states the discontinuance of a conditional use permit will occur if it is found that no activity has taken place for a period of 60 days.

Mrs. Gardiner- noted that the text amendment adds more information in Section 8-8-190, which gives a more specific time frame for when conditional use permits can be continued or no longer authorized.

EXECUTIVE SESSION: (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation, or Real Estate).

It was moved to recess into Executive Session at 6:39 p.m. for Personnel, Litigation, or Real Estate matters.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears.

It was moved to reconvene into the Council Work Session at 7:07 pm.

Motion made by Councilmember James, Seconded by Councilmember Akins-Wells.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

ADJOURNMENT:

It was moved to adjourn the meeting at 7:07 pm.

Motion made by Councilmember James, Seconded by Councilmember Akins-Wells.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

In compliance with the Americans with Disabilities Act, those requiring meeting accommodation should notify the City Clerk's Office at 404-366-4720 at least 24 hours before the meeting.



CITY COUNCIL REGULAR SESSION

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FOREST PARK CITY HALL
 745 Forest Parkway
 Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA
 The Honorable Kimberly James
 The Honorable Hector Gutierrez
 The Honorable Allan Mears
 The Honorable Dabouze Antoine
 The Honorable Latresa Akins-Wells
 Ricky L. Clark Jr, City Manager
 Michelle Hood, Interim City Clerk
 Danielle Matricardi, City Attorney

DRAFT REGULAR MINUTES

CALL TO ORDER/WELCOME: It was moved to adjourn the Regular Session at 7:07 p.m.

INVOCATION/PLEDGE: The invocation and pledge were led by Dr. Patton.

ROLL CALL - CITY CLERK: A quorum was established.

Attendee's Name	Title	Absent	Present
Angelyne Butler, MPA	Mayor, At-Large		✓
Kimberly James	Council Member, Ward 1		✓
Dabouze Antoine	Council Member, Ward 2		✓
Hector Gutierrez	Council Member, Ward 3		✓
Latresa Akins-Wells	Council Member, Ward 4		✓
Allan Mears	Council Member, Ward 5		✓

Jeremi Patterson, Deputy Finance Director; John Wiggins; Finance Director; Nina Robinson; Senior Staff Accountant; LaShawn Gardiner, Director of Planning & Community Development; Kwame Marshall, Multi-Media Specialist; Diane Lewis, Deputy HR Director; Rochell Dennis, Project Manager; Latosha Clemons; Fire Chief, David Halcome, Deputy Fire Chief; Dorthy Roper-Jackson, Court Administrator, Joshua Cox, IT Director; Rodney Virgil, Level 2 Support Engineer; Derry Walker, Code Enforcement Director; Pauline Warrior; Senior Management Analyst, Chief Criss, PD; and Danielle Matricardi, City Attorney.

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

It was moved to adopt the agenda as printed.

Motion made by Councilmember James. Seconded by Councilmember Antione.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

APPROVAL OF MINUTES:

1. **Council Approval of Council Work Session and Regular Meeting Minutes from February 19, 2024-**
City Clerk

It was moved to approve the Council Work Session and Regular Meeting minutes from February 19, 2024.

Motion made by Councilmember James. Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

There were four (4) public comments:

John Randle: noted that PD had been called on him for popping fireworks. He noted he had a permit and spoke of the times in which he was allowed to do so. He noted that taxpayers' dollars were being wasted for police to come out for people popping fireworks, but not come out for gunshots and drugs. He thanked Chief Criss and noted he does a great job.

Samuel Ibenez – noted that he had noticed some differences in the public and wanted to thank the officers.

Laverne Mitchell – noted that there are fireworks popping day and night and it is disrupting their peace. She noted here and the other residents would like something done because it has been a continuous complaint.

LaWanda Folami – wanted to invite them over to the leisure center, noting all this week the kids are playing basketball in the center. She noted she would like to see some of them there cheering the children on. She noted she saw they discussed partnering with the High School. She noted she does not have a problem with the partnership, but with every one of them not knowing what is going on. She noted they want to partner with children overall, but what about the immediate ones in Forest Park? She wanted to know what happened to Arbor Day for the seniors and would like them to bring it back.

CITY MANAGER'S REPORT

City Manager Clark- noted they are working on uniformity on what the park signage would look like. He noted they would try something to the Gateway sign, since the council and mayor liked it so much. He is looking for feedback from the governing body on which design they like and will proceed to send to procurement for pricing.

Mayor Butler- noted there are still some old Forest Park signs that are out and wondered if they would be replacing them.

City Manager Clark- noted they can now that there is some consistency.

Councilmember James- asked if there was a way to get some history behind the name of the sign posted on the back of it.

City Manager Clark- noted he did not know about putting it on the sign but they could do a display to give the history.

Councilmember Akins-Wells- wants to look into her sign glowing in the dark.

Mayor Butler- noted she could use her Capital Outlay money for it.

City Manager Clark -noted they may not glow in the dark, but their will be uplighting. He noted for the Home Program there are 122 pre-qualified and verified residency. He noted the respective number for each Ward is : Ward 1- 22 verified, Ward 2- 28 verified, Ward 3 -22 Verified, Ward 4-32 verified, and Ward 5-18 verified. He noted Pauline and the Council Aides have done an amazing job with this. He noted they are about to go through the 2nd phase of sending out denial letters. He noted they will reopen the portal once they get through funding the Legacy Residents. He noted if they do not request the full 10 thousand dollars there will be funding left. He introduced the new employee Nina Robertson of the Finance Department. He announced the appointment of Rochelle Dennis as the Interim person in charge of the Economic Development Department.

Councilmember Akins-Wells- asked if they would provide a least of contractors for the home repair.

City Manager Clark- stated they would be able to choose their own. He noted there are 22 contractors already to assist with the program if needed. He noted instead of doing 3 rounds with the funding to contractors they will only be doing 2 rounds. To make sure they are not preying on the legacy residents they will receive a portion up front and the remainder once the job is completed.

PRESENTATIONS:

2. Introduction to the New Deputy Fire Chief of Operations–Geoff May-Forest Park Fire & EMS

The Forest Park Fire and Emergency Services just appointed Geoff May as Deputy Fire Chief of Operations, effective March 4, 2024.

A Short presentation will be given by Chief Latosha Clemons.

Chief Clemons noted he has been serving the city for 37 years. She noted he is an excellent commander and would be over the 3 Battalion Chiefs A, B and C, and will manage all the operations.

Deputy Chief Geoff May- noted he is humbled and privileged. He noted he has been on shift for the entire 37 years. He hopes to make the department proud and take care of the men and women under his charge.

NEW BUSINESS:

3. Council Approval to Purchase five (5) Air Packs and Cylinders for the Forest Park Fire Department -Forest Park Fires & EMS Department

It was moved to approve the Purchase five (5) Air Packs and Cylinders for the Forest Park Fire Department.

Motion made by Councilmember James, Seconded by Councilmember Akins-Wells.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

4. Council Approval to Purchase 2 Ambulances - Forest Park Fire & EMS

It was motioned to approve the Task Order for Schematic Design Services for the Forest Park City Center.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

5. Council Approval of a Latin American Association Partnership – Legislative Offices

Point of Order, Councilmember James stated it is an approval with Clayton County Public Schools.

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

Council Comment/Discussion:

Councilmember Akins-Wells- noted the kids come from everywhere and thinks they should focus more on the kids in the community and let the school boards focus more on the schools.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Mears

Voting Nay: Councilmember Akins-Wells

6. Council Approval of an Urban Redevelopment Agency (URA) Appointment – Legislative Office

Councilmember James made a motion to appoint Jasmine Julio. Seconded by Councilmember Mears

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Mears

Abstain: Councilmember Akins-Wells

7. Council Approval on the Forest Parkway Median Landscape – Executive Offices

Motion made by Councilmember Akins-Wells, Seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

8. Council Approval on the City of Forest Park Blight Tax Ordinance – Executive Offices

Point of Order Councilmember Akins-Wells – wanted to know if they would make the motion now to raise it to 10 percent.

Danielle Matricardi noted there would have to be a motion to the revision of the ordinance to change it to 10 percent.

City Manager Clark noted instead of 10 percent, 10 mils.

Councilmember Akins Wells. Seconded by Councilmember Mears.

Council Comments/Discussion

Councilmember James asked if the approval to approve the ordinance is subject to 10 percent the same as going to be 10 mils.

Attorney Matricardi - stated yes.

Councilmember Gutierrez- asked about the process and if the first time they get cited will they get cited 10 mils.

Attorney Matricardi noted it had to be declared a Blight, which would be before the Municipal Court, then it will be accessed.

Voting Yea: Councilmember James, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

Voting Nay: Councilmember Antoine,

9. Council Approval of the Final Plat- Towne Manor Townhomes- Planning and Community Development Department

Motion made by Councilmember James, Seconded by Councilmember Antione.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

10. Council Approval of the Text Amendment-Termination of Conditional Use Permits – Planning and Community Development Department (Public Hearing Relative to Text Amendment)

There was a motion to recess into a Public Hearing for the Termination of Conditional Use Permits.

Motion made by Councilmember Antione. Seconded by Councilmember James

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

It was motioned to open the Public Hearing Termination of Conditional Use Permits

Motion made by Councilmember James. Seconded by Councilmember Antione

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

There were no speakers in favor of or against the Conditional Use Text Amendment.

It was motioned to close the Public Hearing.

Motion made by Councilmember Mears. Seconded by Councilmember Antione

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

It was motioned to reconvene the Regular Session.

Motion made by Councilmember James. Seconded by Councilmember Gutierrez.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

It was motioned to approve the termination of the Conditional Use Text Amendment.

Motion made by Councilmember James. Councilmember Antione.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

CLOSING COMMENTS BY GOVERNING BODY:

Councilmember James- thanked everyone for coming out. She noted that The Journey was a wonderful production and would like to do this every year. She noted that the 3rd Thursday of every month is her Ward meeting, and she is asking the Mayor to host it since she will be out of town. She noted Sunday was the Hunger Walk to raise funds for those who are less fortunate in the community. She noted they are in partnership with the Atlanta Community Food Bank. She noted they will be meeting at 9:30 at the New Vision Christian Church, and they are still looking for teammates. Councilmember James noted they have a list of roads that need to be repaired and feel they need to find a better way to get the information out on the roads that are going to be repaired because she is getting a lot of calls.

Councilmember Antione – shouted his Ward and wanted it to be known they are in good shape. He gave a shoutout to the new employees and thanked them.

Councilmember Gutierrez – thanked everyone for coming and welcomed the new employees. He congratulated the new Deputy Chief of Fire and thanked him for his commitment. He noted he believes in everyone's freedom but wants to make sure the curfew for fireworks is being respected. He thanked everyone for coming out. 150

Councilmember Akins-Wells- welcomed the new employees, congratulated Chief May, and thanked him for his dedication to the City of Forest Park. She noted she does not think people should have to tolerate certain things and would like to see what can be done about it. She noted she thinks people should be careful about whom they choose to put in office because they do not always have good intentions.

Councilmember Mears – congratulated the new Deputy Chief and noted he has known him a long time and he does a fine job. He recognized Mr. Finch and thanked everyone for coming out.

Mayor Butler- thanked everyone for coming. She noted the City Attorney is working on providing an Ordinance to strictly regulate the use of fireworks. She noted that rules on the state level are for special days like the 4th of July, New Year's, etc. She noted it takes time to put these things together because of legality, but they hear what is being said.

EXECUTIVE SESSION: (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

It was moved to recess into Executive Session at 7:45 p.m. for Personnel, Litigation, or Real Estate matters.

Motion made by Councilmember Akins-Wells, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

It was moved to reconvene into the Council Work Session at 9:05 p.m.

Motion made by Councilmember Akins-Wells, Seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

ADJOURNMENT:

It was moved to adjourn the Regular Session at 9:05 p.m.

Motion made by Councilmember Akins-Wells, Seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

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File Attachments for Item:

2. Proclamation presented to Christian's Pharmacy on behalf of Councilmember Gutierrez

Background/History:

Councilmember Gutierrez would like to present Christian's Pharmacy with a proclamation.



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Proclamation presented to Christian’s Pharmacy on behalf of Councilmember Gutierrez

Submitted By: Hector Gutierrez

Date Submitted: 03-12-2024

Work Session Date: 03-18-2024

Council Meeting Date: 03-18-2024

Background/History:

Councilmember Gutierrez would like to present Christian’s Pharmacy with a proclamation.

Action Requested from Council:

Cost: \$

Budgeted for: ____ **Yes** ____ **No**

Financial Impact:



CITY OF
FORESTPARK

PROCLAMATION

WHEREAS: Christian's Pharmacy was established by George Christian in September of 1947 to service the pharmacy needs of the local community and surrounding areas, making it one of the oldest incorporated businesses in the City of Forest Park, and;

WHEREAS: For more than 75 years, Christian's Pharmacy offered a wide range of pharmaceutical and medical services, including prescribed medications, vaccines, veterinary products, hormone therapy, palliative care and dental care, and;

WHEREAS: Christian's Pharmacy remained dedicated to the philosophy and practice of independent pharmacy, while also dedicating its sole mission to improving overall patient care, hospice care and medical outcomes through high-quality, family-oriented customer service, and;

WHEREAS: In 2015, Mr. Ray Crisp became the sole owner and chief executive officer of Christian's Pharmacy and led the company to become one of the most trusted local neighborhood pharmacies in all of Clayton County, and;

WHEREAS: Christian's Pharmacy will forever be cherished as a staple in the Forest Park business community, as well as a prime example of a true community partner.

NOW, THEREFORE BE IT RESOLVED, the Forest Park City Council hereby recognizes Christian's Pharmacy for its dedication, commitment and exemplary service to the residents, businesses and constituents of Forest Park, Georgia.

IN WITNESS WHEREOF, we have hereunto set our hand on this 18th day of March 2024 and have caused the Official Seal of the great City of Forest Park to be affixed hereto:

Angelyne Butler, MPA
Mayor

Councilmember Kimberly James
Ward 1

Councilmember Dabouze Antoine
Ward 2

Councilmember Hector Gutierrez
Ward 3

Councilmember Latresa Akins-Wells
Ward 4

Councilmember Allan Mears
Ward 5

File Attachments for Item:

3. Financial Reporting of the FY2023-2024 Monthly Financial Report- Finance Department

Background/History:

The Finance Department is presenting FY2023-2024 Monthly Financial review of the City's financials. The purpose of the monthly financial review is to help us know how healthy the City's cash flow is and help evaluate department performance to see if the executive office needs to reallocate resources to achieve the financial goals for the City.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Financial Reporting of the FY2023-2024 Monthly Financial Report

Submitted By: John Wiggins

Date Submitted: 3/07/2024

Work Session Date: 3/18/2024

Council Meeting Date: 3/18/2024

Background/History:

The Finance Department is presenting FY2023-2024 Monthly Financial review of the City's financials. The purpose of the monthly financial review is to help us know how healthy the City's cash flow is and help evaluate department performance to see if the executive office needs to reallocate resources to achieve the financial goals for the City.

Cost: \$0.00

Budgeted for: _____ **Yes** _____ **No**

Financial Impact:

Action Requested from Council:



FY2023-2024 MONTHLY FINANCIAL REPORT

John Wiggins

Finance Director

470-599-8286 | jwiggins@forestparkga.gov

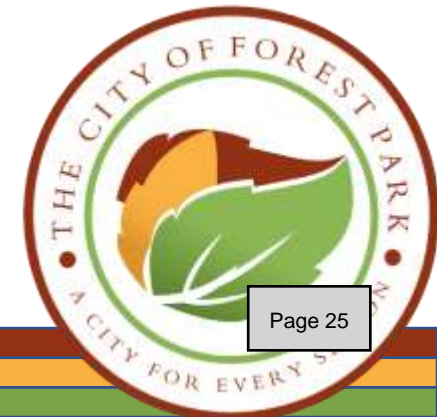


About the City of Forest Park

Item # 3.



- Located roughly 10 miles south of downtown Atlanta, the City of Forest Park is home to a population of nearly 20,000 residents in Clayton County, Georgia, as well as many flourishing small, medium and large businesses.
- The city was incorporated in 1908 and is approximately five miles from the Hartsfield-Jackson Atlanta International Airport, with easy access to I-75, I-285 and I-675.
- Notable area attractions include:
 - BlueStar Studios
 - Atlanta State Farmers Market
 - Jonesy's Place
 - Starr Park
 - Gillem Logistics Center



Mayor and Forest Park City Council



Councilwoman Kimberly James (Ward 1)



Mayor Angelyne Butler, MPA



Councilman Dabouze Antoine (Ward 2)



Councilman Hector Gutierrez (Ward 2)



Councilwoman Latresa Akins-Wells (Ward 4)



Councilman Allan Mears (Ward 5)

City Manager & Department Directors



Ricky L. Clark, Jr., City Manager

Randi Rainey, City Clerk

Javon Anthony Lloyd, Public Information Officer

John Wiggins, Director of Finance

James Shelby, Capital Projects Manager

Tarik Maxwell, Director of Recreation and Leisure Services

Josh Cox, Director of Information Technology

Derry Walker, Director of Code Enforcement

Shalonda Brown, Director of Human Resources

Cedric McEachin, Director of Municipal Court Services

Chief Brandon Criss, Forest Park Police Department

Chief Latosha Clemons, Forest Park Fire and Emergency Services

Bobby Jinks, Director of Public Works

LaShawn Gardiner, Director of Planning & Community Development

Bruce Abraham, Director of Economic Development

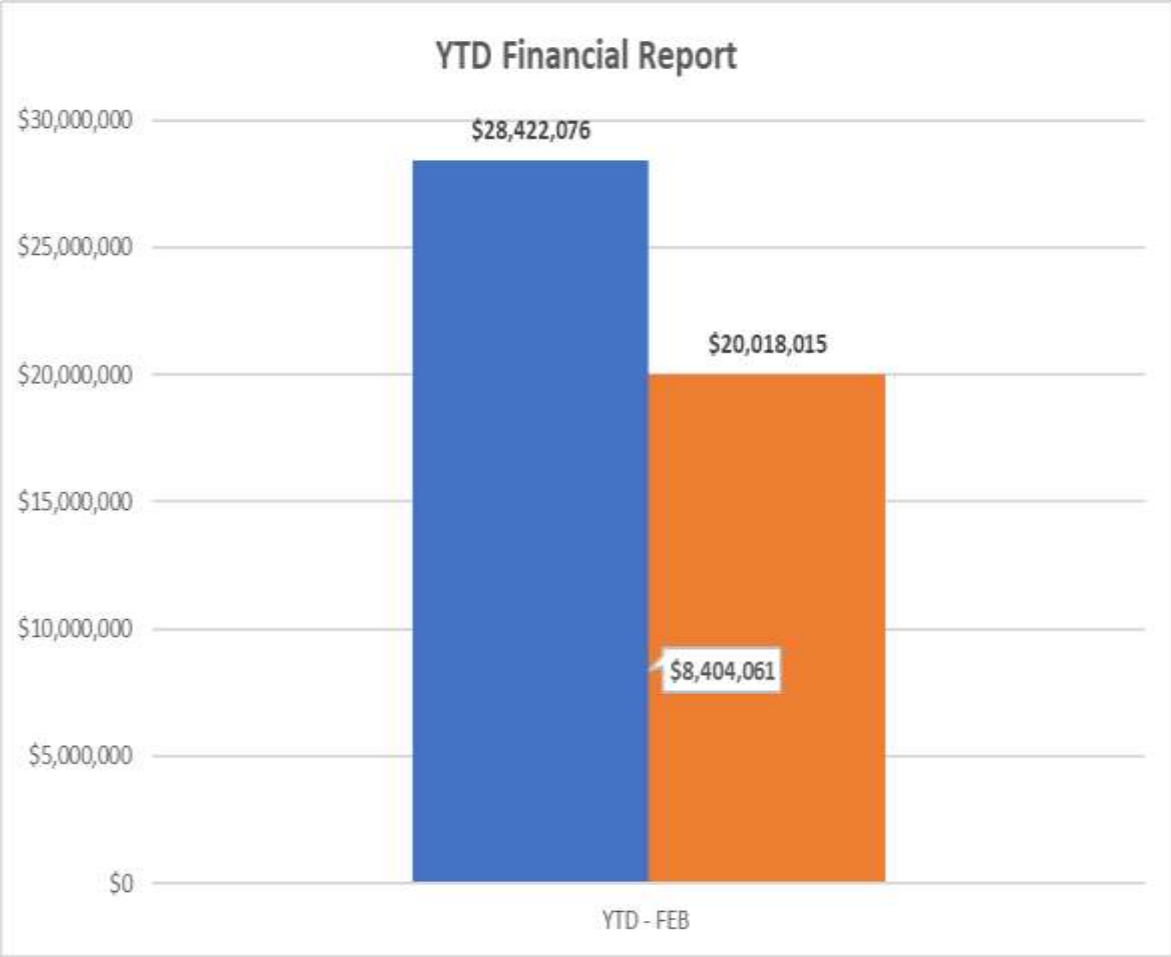
General Fund February Summary by Category

Period 02/29/2024 Beginning Fund Balance per Audit --> 22,400,514

Revenue	CATEGORY	Budget	Month	YTD ACTUAL	BALANCE
31 Taxes		\$32,097,557	\$1,401,375	\$25,791,917	\$6,305,640
32 Licenses and Permits		\$1,012,838	\$45,228	\$428,010	\$584,828
33 Intergovernmental Revenues		\$0	\$0	\$3,727	-\$3,727
34 Charges for Services		\$1,128,992	\$30,066	\$608,842	\$520,150
35 Fines and Forfeitures		\$861,687	\$149,944	\$1,243,122	-\$381,435
36 Investment Income		\$4,354	\$6,291	\$119,263	-\$114,909
37 Contributions & Donations		\$0	\$0	\$1,000	-\$1,000
38 Miscellaneous Revenue		\$3,378,973	\$5,416	\$226,197	\$3,152,776
REVENUE TOTAL		\$38,484,401	\$1,638,319	\$28,422,076	\$10,062,325

Expenses	CATEGORY	Budget	Month	YTD ACTUAL	BALANCE
51 Personal Services		\$23,896,814	\$1,609,676	\$15,044,871	\$8,851,943
52 Purchased/Contracted Services		\$5,163,047	\$401,452	\$2,287,283	\$2,875,764
53 Supplies		\$4,933,345	\$493,454	\$2,483,670	\$2,449,675
54 Capital Outlay		\$530,000	\$315	\$693,574	-\$163,574
57 Other Costs		\$620,046	\$0	\$41,950	\$578,096
58 Interest		\$3,251,715	\$0	\$0	\$3,251,715
61 Other Financing Uses		-\$800,000	\$0	-\$533,333	-\$266,667
EXPENSE TOTAL		\$37,594,967	\$2,504,897	\$20,018,015	\$17,576,952

REMAINING FUND BALANCE \$30,804,575



All Other Funds February Summary Table

FUND	FUND NUMBER	REVENUE BUDGET	REVENUE ACTUAL	REVENUE BALANCE		EXPENSE BUDGET	EXPENSE ACTUAL	EXPENSE BALANCE
Federal DEA Fund	210	-	1,483.87	(1,483.87)		-	351.80	(351.80)
Local Drug Task Fund	211	156,620.00	898.18	155,721.82		-	75,517.02	(75,517.02)
Fund 212	212	1,062,664.00	-	1,062,664.00		20,000.00	643.80	19,356.20
Federal Dept of Treasury	214	460,185.00	11,330.62	448,854.38		-	295,189.80	(295,189.80)
E911 Fund	215	191,135.00	182,916.31	8,218.69		128,527.00	353,534.75	(225,007.75)
Grants Fund	220	1,978,652.00	-	1,978,652.00		-	-	-
Multiple Grants Fund	250	2,753,530.00	13,943.83	2,739,586.17		16,036.00	-	16,036.00
Cares Act Fund	252	-	-	-		2,589.00	-	2,589.00
ARPA Fund	253	5,098,748.00	5,098,748.00	-		5,098,748.00	155,669.30	4,943,078.70
Tax Allocation Dist #1	270	775,689.00	(206,456.87)	982,145.87		-	(321,892.79)	321,892.79
Hotel Motel Tax	275	155,309.00	39,855.20	115,453.80		155,309.00	35,722.58	119,586.42
Capital Improvement Fund	300	1,575,083.00	-	1,575,083.00		1,994,396.00	983,057.76	1,011,338.24
2008 SPLOST FUND	320	-	16,506.30	(16,506.30)		1,442,381.00	16,305.42	1,426,075.58
2015 SPLOST FUND	325	-	48,204.86	(48,204.86)		-	314,163.66	(314,163.66)
2021 SPLOST FUND	326	5,704,115.00	3,414,448.58	2,289,666.42		-	-	-
Sanitation	540	-	1,673,475.95	(1,673,475.95)		3,457,747.00	990,293.95	2,467,453.05
DA Fund	580	-	343,091.52	(343,091.52)		-	-	-
URA Fund	585	12,266,263.00	7,632,821.67	4,633,441.33		5,019,373.00	172,337.56	4,847,035.44
URA Series 2021	586	-	207,449.02	(207,449.02)		-	868,005.31	(868,005.31)
DDA Fund	590	522,912.50	3,391,284.44	(2,868,371.94)		878,910.08	249,878.09	629,031.99

Stay Informed & Connect With Us Online!

Item # 3.

Introducing
ONEClick Forest Park

Download the new ONEClick Forest Park App to easily report concerns and submit requests – all from the palm of your hand!

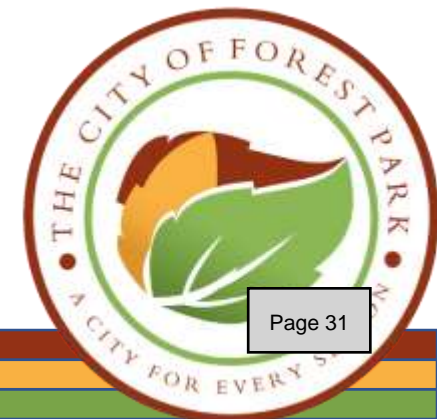
DOWNLOAD TODAY!

Download on the App Store
GET IT ON Google play

SCAN TO CONNECT WITH US

Instagram Twitter Facebook Email Subscribe

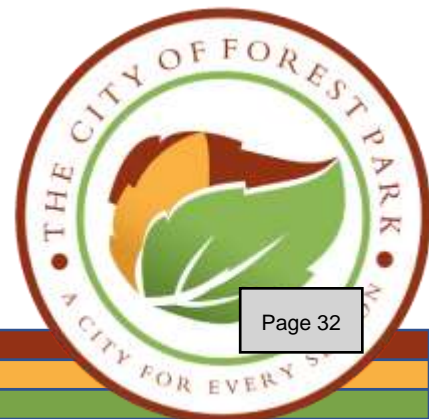
We Are #OneForestPark



Q&A

Item # 3.

THANK YOU!



File Attachments for Item:

4. Operations and Fire Marshall Highlights Presentation -Forest Park Fire & EMS Department

The Forest Park Fire & EMS Department will present the new roles and responsibilities of the two Deputy Fire Chiefs. Each Deputy will introduce their roles and responsibilities and present highlights in the Fire Marshall's Office and Operations Division.

Fire Marshall's Division (Deputy Chief David Halcome)

Operations (Deputy Chief Geoff May)



CITY OF
FORESTPARK

City Council Agenda Item

Subject: FPDF – OPERATIONS & FIRE MARSHALL’S DIVISION PRESENTATION

Submitted By: SANDRA DAVIS – OFFICE COORDINATOR

Date Submitted: MARCH 13, 2024

Work Session Date: MARCH 18, 2024

Council Meeting Date: MARCH 18, 2024

The Forest Park Fire & EMS Department will present the new roles and responsibilities of the two Deputy Fire Chiefs. Each Deputy will introduce their specific roles and responsibilities as well as present highlights in both the Fire Marshall’s Office and Operations Division. .

- Fire Marshall’s Division (Deputy Chief David Halcome)
- Operations (Deputy Chief Geoff May)

Cost: \$ N/A **Budgeted for:** _____ **Yes** _____ **No**

Financial Impact: NONE

Action Requested from Council: NONE – PRESENTATION ONLY



CITY OF FOREST PARK FIRE AND EMERGENCY SERVICES

FIRE MARSHAL'S
OFFICE



OUR MISSION

To provide fire prevention training and education, code compliance, and arson investigation to our citizens with knowledgeable, dependable, compassionate, and highly trained personnel.



FIRE MARSHAL

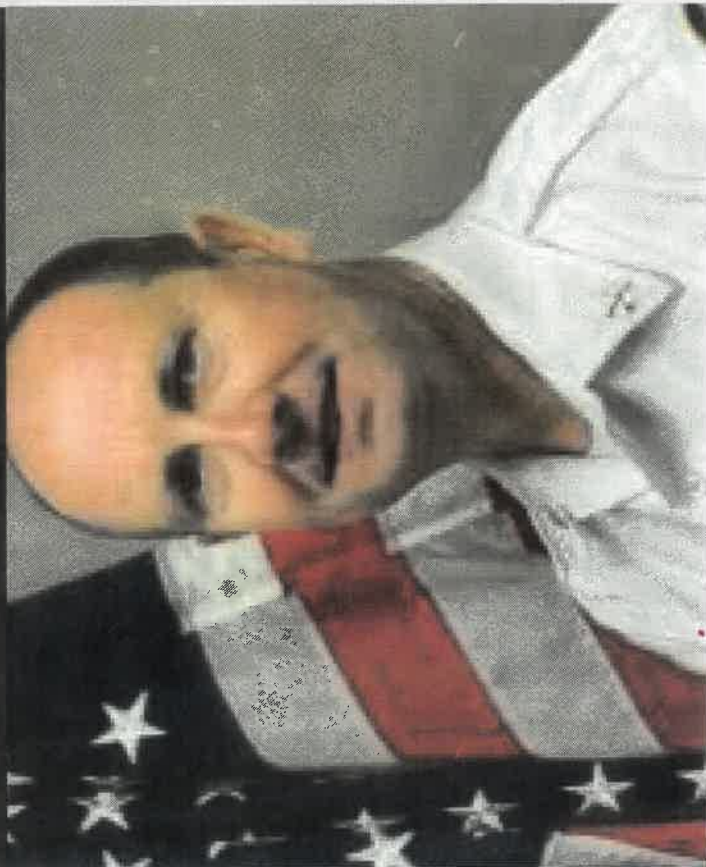
DEPUTY CHIEF HALCOME

DC Halcome has served the city for over 28 years. He is the department's fire marshal and only mandated arson investigator. He holds many specialized certifications that have served this office well for over 18 years.



OUR TEAM

Deputy Fire Marshal Sam Batten

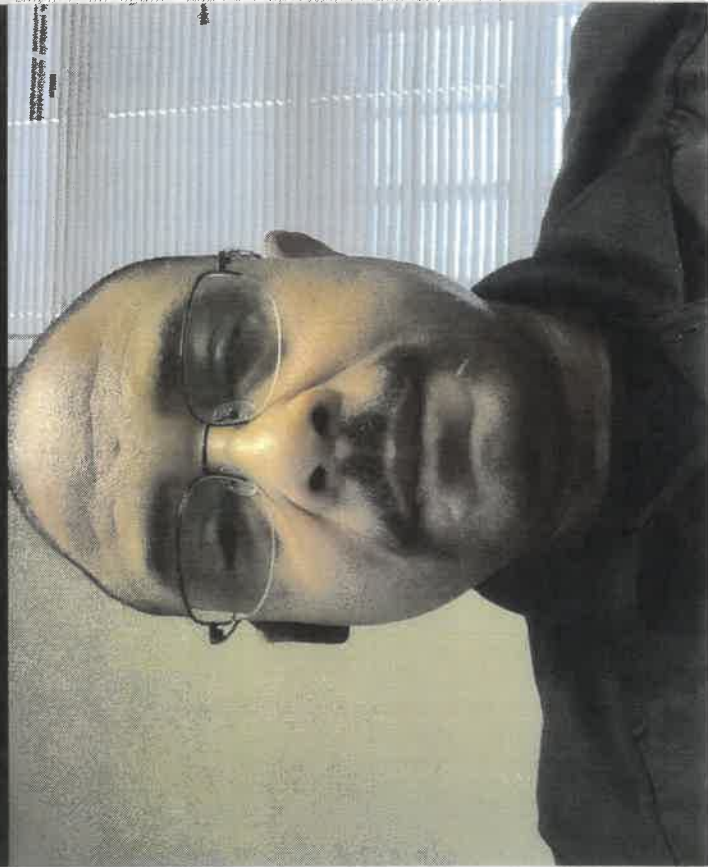


Inspector/Investigator Jim Oglesby



OUR TEAM

Public Educator
Investigator/Inspector
Anthony Gallman



EMA Coordinator
Investigator/Inspector
Iona Armstrong



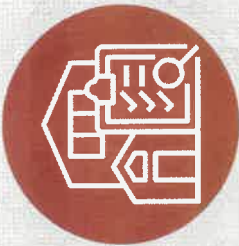
Office of the Fire Marshal Monthly Responsibilities



Annual
Inspections



Re-
Inspections



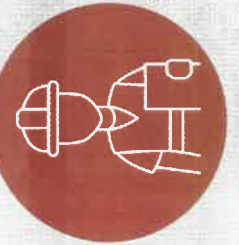
Certificates
of
Occupancy



Vacant
Structures



Construction
Drawing
Approvals



Inspector
Initiated
Inspections

Monthly Statistics

February 2024



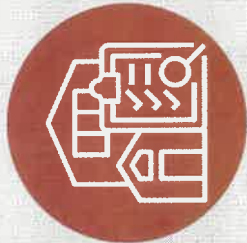
Annual
Inspections

20



Re-
Inspections

5



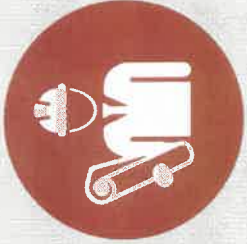
Certificates
of
Occupancy

2



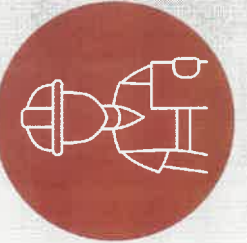
Vacant
Structures

2



Construction
Drawing
Approvals

1



Inspector
Initiated
Inspections

3



It's A Pleasure to Serve

THE CITY OF
FOREST PARK



Forest Park Fire Department

Operations section



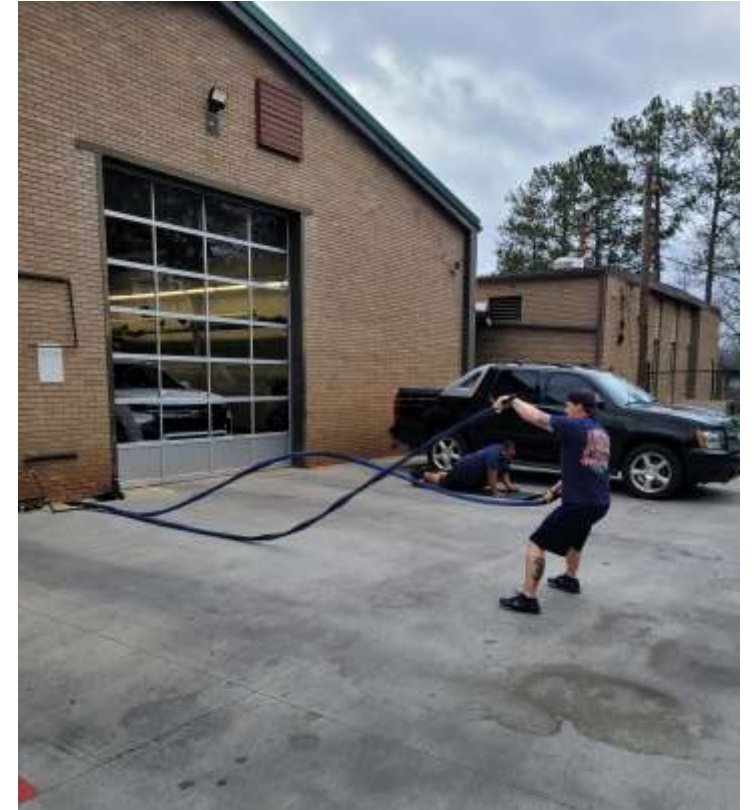
Calls

- Fire calls 227
 - 152 EMS Assist
 - 33 Fire calls
 - 42 Other
- Ems calls
 - 365 EMS calls ran
 - 2 request for mutual aid



Shift Training

- 12 personnel attended outside training at the academy for a total of 350 plus hours of education.
- All shift personnel started our new HITT type physical Training.
- All Shifts participated in Training on our new Protect IR Haz Mat equipment.



Training Division

- Students are close to finishing up the AEMT program dashboards



File Attachments for Item:

5. Council Approval on the Renewal of Professional Probation Services Contract-Municipal Court
Department



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Renewal of Professional Probation Services Contract

Submitted By: Dorothy Roper-Jackson

Date Submitted: 03/13/2024

Work Session Date: 03/18/2024

Council Meeting Date: 03/18/2024

Background/History: Professional Probation Services, Inc (PPSI), is a private organization contracted with the City of Forest Park to provide probation services for defendants who are placed on probation by the Chief Judge of Forest Park Municipal Court. PPSI has been servicing the City of Forest Park for 24 years. The present contract expires on March 31, 2024, and is seeking renewal for the next five (5) years.

Action Requested from Council: Approved Contract renewal for 5 years.

Cost: \$ none

Budgeted for: _____ Yes _____ No

Financial Impact:

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this _____ day of _____, 2024, by and between the City of Forest Park, Georgia (hereinafter referred to as the "City") and Professional Probation Services, Inc. (hereinafter referred to as "PPSI"), upon the request and consent of the Chief Judge of the Forest Park Municipal Court (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the City, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE CITY

The City shall designate PPSI as the sole private entity to coordinate, provide, and direct probation and pre-trial programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between PPSI and the City, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

- E. Maintain individual files for each offender participating in PPSI's programs in accordance with Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that PPSI is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. PPSI shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. PPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.
- O. Furnish a crime policy, fidelity bond, or letter of credit in the amount of not less than one hundred thousand (\$100,000.00) dollars as surety for the satisfactory performance of the Contract.

- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offender.
- Q. The Court shall assist PPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for PPSI to conduct pre-sentence or probationer investigations as may be requested. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. PPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.
- S. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.
- T. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.
- U. PPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 350 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.
- V. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. PPSI will maintain records of community service participation and completion.
- W. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.

- Z. PPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court’s Judicial Procedures.

PRETRIAL INTERVENTION AND DIVERSION PROGRAM

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the Forest Park Municipal Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the Solicitor and with the advice and express written consent of the Solicitor, the City designates PPSI as the private entity to be used for the purpose of monitoring program participants’ compliance with the Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the City, but by the program participants. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the Solicitor

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 1st day of April, 2024, and shall continue with a specific expiration date of the 31st day of March, 2025. The contract shall automatically renew for specific one-year terms on April 1st each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than thirty (30) days prior to the current term’s expiration, in accordance with O.C.G.A. §36-60-13. Said automatic renewals shall continue for a maximum period of four (4) years. The contract shall absolutely terminate on March 31, 2029. Notwithstanding anything herein, either party may terminate this Contract upon thirty (30) days written notice. The City may terminate this Contract immediately for cause, including without limitation material breach of this Contract, insolvency of PPSI, or filing of a voluntary or involuntary case in bankruptcy.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the City determines there are deficiencies in the service and work provided by PPSI, the City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the City may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the City’s right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the Forest Park Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Chief Judge of the Clayton County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days' prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City, or seek monetary damages as its remedy in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

- Workers' Compensation - Statutory
- Bodily Injury Liability - \$ 100,000 each accident
- \$ 500,000 each occurrence
- General Liability - \$1,000,000 each occurrence
- Personal & Advertising Injury - \$1,000,000 each occurrence
- Professional Liability - \$1,000,000 each occurrence

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any negligent act or omission of PPSI, its employees, agents, or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents, or representatives. Further, the City is to be named as an additional named insured on PPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the City and Court. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City :	The City of Forest Park 745 Forest Parkway Forest Park, GA 30297 Attn: Ricky L. Clark, Jr., City Manager
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As to PPSI:	Professional Probation Services, Inc. 327 S. Hill Street, Building A Buford, Georgia 30518 Attn: Keith Ward, CEO
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Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the City and PPSI.

In witness whereof, the parties here to have executed this agreement on the day first above written.

THE CITY OF FOREST PARK

PROFESSIONAL PROBATION SERVICES, INC.

Angelyne Butler, Mayor

Keith Ward, CEO

APPROVED BY THE FOREST PARK MUNICIPAL COURT

Ronald Freeman, Chief Judge

Andres Marierose, Solicitor



Specifications for Services

Pay-Only Probation Supervision	\$45.00 per month. The pay-only probation supervision fees shall be capped per O.C.G.A. §42-8-103.
Basic Probation Supervision	\$45.00 per month
Intensive Probation Supervision	\$50.00 per month
Indigent Supervision	\$0.00 – As determined and ordered by the Court
Pre-Trial/Diversion Supervision	\$45.00 per month
Electronic Monitoring	<u>\$75.00 Installation Fee +</u> RF House Arrest: \$6.00 per day Active GPS: \$10.00 per day SCRAM – Remote Breath: \$7.25 per day SCRAM – with landline: \$10.00 per day SCRAM – Alcohol Monitoring with Cellular Connector: \$12.00 per day SCRAM – Alcohol Monitoring plus House Arrest: \$15.00 per day
Alternative GPS Monitoring with Victim Notification	Smart Phone Application \$55.00/\$85.00 Enrollment Fee + \$5.00 - \$6.00 per day
On-Site, Multi-Panel Drug Screen	\$20.00
Alcohol Test – Breathalyzer	\$20.00
On-Site EtG Test	\$20.00
Laboratory Confirmation Test	\$20.00
Termination Letter Administrative Fee	\$10.00 (If applicable)
Substance Abuse Evaluation	No cost referral to a certified treatment provider
Counseling	No cost referral to a certified counselor
Community Service Work Coordination	No Cost
Restitution Collection - Direct Disbursement to Victim	No Cost
On-Line Access for the Court to the PPSI Probation Tracker 2.0 Computer Program	No Cost
Transfer of Supervision	For 24/7 Internet Access to all Offender Data and Activity No Cost to any of our more than 40 locations nationwide
Indemnification of the City, and Naming the City as an Additional Insured	No Cost – Professional and General Liability

RESOLUTION NO. 2024-___**A RESOLUTION TO AUTHORIZE AND ENTER INTO A CONTRACT FOR PROBATION SUPERVISION AND REHABILITATION SERVICES WITH PROFESSIONAL PROBATION SERVICES, INC.**

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, Professional Probation Services, Inc. (PPSI) is a private organization contracted with the City of Forest Park to provide probation services for defendants placed on probation by the Chief Judge of Forest Park Municipal Court.

WHEREAS, PPSI has been servicing the City of Forest Park for 24 years. The present contract expires on March 31, 2024, and is seeking renewal for the next five (5) years.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 2. Approval of Vendor. The Contract for Probation Supervision and Rehabilitation Services as presented to the Council on March 18, 2024 is hereby approved.

SECTION 3. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 4. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 5. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 6. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES WILL APPEAR ON THE FOLLOWING PAGE]

SO RESOLVED this ____ day of _____, 2024.

Angelyne Butler, Mayor

ATTEST:

Randi Rainey, City Clerk

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

6. Council Approval to Condemn Real Property Located at 765 Forest Pkwy- Executive Offices



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Council Discussion and Approval to Condemn Real Property Located at 765 Forest Pkwy

Submitted By: Ricky L. Clark Jr.

Date Submitted: 03-13-2024

Work Session Date: 03-18-2024

Council Meeting Date: 03-18-2024

Background/History:

As a part of the City of Forest Park's City Center initiative, staff have been working on finalizing the preliminary plans for the City Center to house the City Hall, Municipal Court, Police Headquarters, Recreation Facility, and Senior Center. The current plans incorporate the adjacent, undeveloped lot physically situated between City Hall and the Annex Building 765 and 785 Forest Parkway. City Staff deems it in the City's best interests to adopt the attached Resolution, which would authorize the acquisition of 765 Forest Parkway by way of negotiated purchase or by eminent domain if necessary.

Georgia law allows property to be condemned for a public purpose. The expansion of City Hall will further this purpose. Record property owners have been notified. Georgia law requires the City to enter into good faith negotiations with the owners prior to filing formal condemnation. The purchase price will be based on the property's fair market value as determined by an appraisal. No appraisal has been obtained at this time.

Action Requested from Council:

Cost: \$

Budgeted for: _____ **Yes** _____ **No**

Financial Impact:

State of Georgia
County of Clayton

A RESOLUTION TO AUTHORIZE THE ACQUISITION CERTAIN REAL PROPERTY LOCATED AT 765 FOREST PARKWAY BY WAY OF NEGOTIATED PURCHASE OR WHERE NECESSARY, BY WAY OF EMINENT DOMAIN FOR PUBLIC PURPOSES; TO AUTHORIZE THE APPROVAL ANY NECESSARY DOCUMENTS AS TO FORM AND SUBSTANCE TO MAKE ANY NECESSARY MODIFICATIONS THEREOF TO PROTECT THE INTERESTS OF THE CITY OF FOREST PARK; TO AUTHORIZE ALL OTHER LAWFUL PURPOSES RELATED TO ACQUIRING THE FEE SIMPLE INTEREST OF SAID PROPERTY.

WHEREAS, the City of Forest Park (“the City”) is a municipal corporation organized and existing under the laws of the State of Georgia; and

WHEREAS, the City is authorized under Article 1, Section 3, Paragraph 1 of the Georgia Constitution to exercise the power of eminent domain to take private property for public use upon payment of just compensation to the owner of said private property; and

WHEREAS, Section 22-1-1 of the Official Code of Georgia Annotated establishes that “public use” includes “[t]he possession, occupation, or use of the land by the general public or by state or local governmental entities” and

WHEREAS, the City is desirous of expanding its existing City Hall building located at 745 Forest Parkway, Forest Park, Georgia, (“City Hall”) by physically connecting it to its existing Public Administration Building located at 785 Forest Parkway (“Annex Building”);

WHEREAS, the real property located at 765 Forest Parkway, Forest Park, Georgia, is physically situated between City Hall and the Annex Building; and

WHEREAS, the duly elected governing authority of the City is the Mayor and City Council and deem it in the best interest of the citizens of Forest Park to acquire the real property located at 765 Forest Parkway, Forest Park, Georgia, to allow for the expansion of City Hall by connecting it to the Annex Building for public use; and

WHEREAS, Title 22 of the Official Code of Georgia Annotated establishes the requirements and procedures by which a municipality shall exercise the power of eminent domain; and

WHEREAS, the governing authority of the City has abided by and will continue to abide by the requirements and procedures set forth in Title 22 of Official Code of Georgia Annotated has determined that such exercise of eminent domain is necessary and proper.

THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Forest Park Georgia, as follows:

1. Declare there is a public necessity and use for the City of Forest Park to acquire the rights, wholly and in fee simple interest of the property located at 765 Forest Parkway, Forest Park, Georgia 30297, as fully described on Exhibit A attached hereto.
2. Authorize and approve the City of Forest Park to exercise its power of eminent domain, if necessary, to acquire the fee simple interest of the of the property located at 765 Forest Parkway, Forest Park, Georgia 30297, as fully described on Exhibit A attached hereto.
3. Authorize the Mayor to sign all necessary documents and perform all necessary acts necessary or prudent to effectuate the intent of this Resolution.

RESOLVED this ___ day of March, 2024.

Mayor of Forest Park

City Clerk of Forest Park

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 50 of the 13th District of Clayton County, Georgia, being Lots 44 and 45, Block C, as per plat of Town of Forest Park, recorded in Plat Book 1, page 182, Clayton County Records, and being more particularly described as follows:

BEGINNING at the southwestern corner of South Central Avenue and Lake Drive; thence running westerly, along the southern side of South Central Avenue 90 feet to an iron pin; thence southerly 200 feet to an iron pin; thence easterly 90 feet to the west side of Lake Drive; thence northerly, along the western side of Lake Drive, 200 feet to South Central Avenue at the point of beginning; being the same property conveyed to F. Ed Long by Warranty Deed from Earnest D. Brookins; dated November 14, 1960, recorded in Deed Book 229, Page 301, Clayton County records.

Being the same property conveyed by Warranty Deed from F. Ed Long to Viola A. Tyrones, dated January 13, 1962, filed for record January 16, 1962, recorded in Deed Book 261, page 46, in the office of the Clerk of the Superior Court of Clayton County, Georgia.

File Attachments for Item:

7. Council Approval on the City's Investment Management Policy-Finance Department



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Presentation on the City's Investment Management Policy

Submitted By: John Wiggins

Date Submitted: 3/07/2024

Work Session Date: 3/18/2024

Council Meeting Date: 3/18/2024

Background/History:

The investment policy provides guidance for informed decision-making and serves as a roadmap to successful investing of City's funds. The City shall invest public funds in such a manner as to comply with Federal and State laws and within the authority granted by the Mayor and Council; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives of this policy in the priority order of safety, liquidity, and return on investment.

Cost: \$0.00

Budgeted for: Yes No

Financial Impact:

Action Requested from Council: Finance Department is seeking approval of the Investment Policy.

RESOLUTION NO. 2024-___**A RESOLUTION TO APPROVE AND ADOPT AN INVESTMENT MANAGEMENT POLICY FOR THE CITY OF FOREST PARK.**

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, City staff recommends that the City adopt an investment management policy to govern the decision-making process relating to financial investments and ensure compliance with federal and state laws.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 2. Approval of Policy. The Investment Management Policy as presented to the Council on March 18, 2024 is hereby approved.

SECTION 3. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 4. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 5. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 6. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES WILL APPEAR ON THE FOLLOWING PAGE]

SO RESOLVED this ____ day of _____, 2024.

Angelyne Butler, Mayor

ATTEST:

Randi Rainey, City Clerk

APPROVED AS TO FORM:

City Attorney



CITY OF
FOREST PARK

Investment Management Policy

The City shall invest public funds in such a manner as to comply with Federal and State laws and within the authority granted by the Mayor and Council; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives of this policy in the priority order of safety, liquidity, and return on investment (yield).

A. Objectives

The City's investment philosophy sets the tone for the policies, practices, procedures, and objectives that control the investment function. The investment of funds will be guided by the primary objectives of safety, liquidity, and a reasonable market rate of return, in this order of priority:

1. **Safety** - Safety of principal is the foremost objective of the investment program. The City will undertake investments in a manner that ensures the preservation of capital in the portfolio taken as a whole. To ensure the safety of principal, the City will seek to minimize credit risk (defined as the risk of default on the part of the issuer of a security) by diversification and by investing in high quality investments.
2. **Liquidity** - The City will maintain sufficient cash and short-term investment instruments which, together with projected revenues, will provide sufficient liquidity to meet all cash flow requirements which might be reasonably anticipated.
3. **Return on Investment (yield)** - The City's investment portfolio will be designed with the objective to attain a market rate of return throughout economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio. Return on investment is a secondary objective.

B. Delegation of Authority

The overall management of the investment program is the responsibility of the City Manager. Responsibility for the daily investment activities will be assigned to the Finance Director. The City Manager may designate an employee or employees to assist with the management and implementation of the City's investment program if needed. Responsibilities to fulfill this authority include opening accounts with banks, brokers, and dealers; arranging for the safekeeping of securities; and executing necessary documents. A system of internal controls over investments is established and approved by the City's independent auditors. The controls are designed to prevent losses of public funds arising from fraud, error, misrepresentation by third parties, unanticipated changes in financial markets, and/or imprudent action by staff and City officials. No person may engage in an investment transaction except as provided for under the terms of the policy.

C. Authorized Investments

All investment activity shall comply with Georgia law. O.C.G.A. 36-83-1 to -8ⁱ establishes guidelines for local government investment procedures. The City of Forest Park may only invest in obligations of the United States Treasury or Agencies, Banker's acceptances, repurchase agreements, the State of Georgia Local Government Investment Pool (Georgia Fund I), and certificates of deposit in national and state banks insured by the Federal Deposit Insurance Corporation (FDIC). Deposits more than FDIC coverage must be collateralized by securities with a market value equal to at least 110% of the deposit. Only those securities described in Georgia Code 50-17-59ⁱⁱ can be pledged as collateral.

D. Prudence

The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Under the “prudent person” standard, investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable revenue to be gained. The City Manager and all designees acting in accordance with 1) written procedures, 2) this investment policy, and 3) exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse development.

E. Diversification

The City of Forest Park agrees with the premise that diversification is an important component of portfolio security. Therefore, the City shall endeavor to maintain an adequate level of diversification among its investments. The City shall not be over invested in any one type of instrument or financial institution. No more than 25% of the total investment portfolio shall be placed with a single issuer. This limitation shall not apply to the Local Government Investment Pool or direct obligations of the United States government.

F. Maturities

To achieve the objective of adequate liquidity within the City’s portfolio, the City shall attempt to match investment maturities with anticipated cash flow requirements. Unless matched to a specific cash flow, the maximum maturity of any instrument in the City’s portfolio may not exceed two years from the date of acquisition by the City. To preserve liquidity and to lessen market risk, not more than 25% of the total portfolio may mature more than one year beyond the date of calculation. The maturity of non-negotiable time deposits may not exceed one year.

G. Safekeeping and Custody

All investment securities purchased by the City of Forest Park shall be delivered against payment and shall be held in a third-party safekeeping account by the trust department of a bank insured by the Federal Deposit Insurance Corporation. The City Manager, or his/her designee, shall be responsible for the selection of a financial institution for this purpose, as well as the execution of a written safekeeping agreement with the trustee.

H. Ethics and Conflict of Interest

Officers and employees involved in the investment process will refrain from personal business activity that would conflict with proper execution of the investment program, or which would impair their ability to make impartial investment decisions. Employees and investment officials will disclose to the City Manager any material financial interests in financial institutions that conduct business with the City, and they will further disclose any large personal financial/investment positions that would be related to the performance of the City’s portfolio. Employees and investment officials will subordinate their personal investment transactions to those of the City—particularly regarding the time of purchases and sales.

I. Reports on Deposits and Investments

Periodic investment reports will be submitted to the City Manager and shared with the City Council upon request. Reports should include the following: an average daily balance of

investment in each investment category; a current portfolio yield for each investment type and for the portfolio as a whole; and a percentage of available funds invested. The report shall also provide a list of investments and accrued interest as of the last day of the quarter.

J. Performance Evaluation

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. The basis used by the City Finance Director or his/her designee to determine whether market yields are being achieved shall be to compare the city's results with the one-year Treasury bill or any other appropriate industry standard benchmark.

ⁱ JUSTIA US LAW, 2022 Georgia Code Title 36 - Local Government Chapter 83 - Local Government Investment Pool

- [§ 36-83-1. Short Title](#)
- [§ 36-83-2. Legislative Findings; Purpose of Chapter](#)
- [§ 36-83-3. Definitions](#)
- [§ 36-83-4. Authorized Investments; Delegation of Investment Authority to Financial Officer; Objective of Investment](#)
- [§ 36-83-5. Pledge of Collateral From Depository Institutions](#)
- [§ 36-83-6. Interfund Pooling for Investment Purposes](#)
- [§ 36-83-7. State Technical Assistance](#)
- [§ 36-83-8. Local Government Investment Pool](#)

ⁱⁱ JUSTIA US LAW, 2022 Georgia Code Title 50 - State Government Chapter 17 - State Debt, Investment, and Depositories

- [§ 50-17-59. Deposit of Securities in Lieu of Bond](#)

File Attachments for Item:

8. Council Discussion and Approval of a Multi-Factor Authentication (MFA) Solution Implementation– IT Department



CITY OF
FORESTPARK

City Council Agenda Item

Subject: MFA Solution Implementation– IT Department

Submitted By: Josh Cox, IT Director

Date Submitted: March 13th, 2024

Work Session Date: March 18th, 2024

Council Meeting Date: N/A

Background/History:

MFA (Multi Factor Authentication) is a security tool that in addition to a username and password, requires an MFA token to login or access City IT resources. While we currently have MFA in place for certain systems and users, we are looking to implement a complete system-wide solution that covers all applications and all users in one easy to manage tool. While the IT Department has this solution as part of the budget request for the upcoming fiscal year, due to the incredible layer of security this solution would add, the IT Department is requesting it be approved in the current fiscal year so we can get started on implementation immediately.

Cost: \$ Budgeted for: _____ Yes No

There is a monthly licensing cost of \$3,660.00, an annual licensing cost of \$6,936.00, and a one-time implementation cost of \$25,500.00. The total annual cost to cover all domain applications and all employees will be \$50,000. Once implemented, however, due to adding such a strong stance to our cyber security, we can negotiate down our cyber security insurance to help offset the costs.

None

Action Requested from Council: We are seeking approval to move forward with this project in the current fiscal year.

Alpharetta (Global)

900 Holcomb Woods Parkway

Roswell, GA 30076

7706434400

www.interdev.com

Item # 8.

INTERDEV

IT | Security | GIS

We have prepared a quote for you

2024 - Duo MFA Implementation

QUOTE # 006453 V3

PREPARED FOR

City of Forest Park, GA

PREPARED BY

Anika Inman

Page 74

Statement of Work

Background

The City of Forest Park wishes to implement multi-factor authentication (MFA) with Cisco Duo in the environment to reduce the overall risk to the city related to account compromise.

This Statement of Work (SOW) outlines the agreement between the City of Forest Park (Client) and InterDev (Provider) for implementing MFA for the city to protect their instance of the Microsoft 365, FortiGate Firewalls, and VPN access with FortiClient via FortiGates, access to servers and desktop logins. This scope of work is based on a total of 300 users in Microsoft 365 and 50 VPN users, and 71 servers.

Scope of Work

InterDev will assign qualified infrastructure and security resources to perform the technical portions of this project. InterDev will also assign a dedicated project manager to ensure that the project stays on track, that all items are completed in a timely manner, and to act as a focal point for all communication regarding this project.

InterDev engineers will need 160 total hours to complete the implementation, with the bulk of the time expected to be spent configuring the various systems to be protected and working directly with individuals to get them enrolled into and using the service. As part of this project, InterDev will implement FortiEMS to properly manage VPN Clients and leverage Microsoft Azure Active Directory Premium Plan 1 to reduce reliance on local infrastructure, shifting the organization's primary authentication to the cloud.

The InterDev team will make their best effort to effect as smooth a transition as possible, but there may be variables that require or cause intermittent connectivity or access issues as the implementation of multi-factor authentication has inherent complexities. InterDev's Project Manager will ensure that the city stays informed of progress and ensure we keep the effort moving forward until completed.

Requirements

This project has several requirements that the city should be aware of to ensure success. Those requirements are outlined below.

InterDev will enable MFA for all Microsoft 365 users, and all users will be required to use MFA to access those resources. This will require an authentication token – either a soft token (mobile app) or hardware token. Soft Tokens in the form of the Duo Mobile Security App can be installed on any mobile device and used during enrollment. Any person who does not wish to use the mobile application will still be required to use MFA, and the city will be required to purchase a hardware token for those individuals. Hardware tokens are \$25.00 each and must be purchased in quantities of 10. The city has stated that it will need 30 tokens.

The City of Forest Park will be charged monthly for the number of users enrolled in Duo. The enrollment count is the number of users that get synchronized to the Duo portal and receive enrollment emails. Service accounts that use basic authentication will add to the total user enrollment count.

The City of Forest Park staff will ensure that all firewalls to be configured have a valid support contract, are updated, have a valid configuration backup, and supports SAML authentication. Fortinet FortiGate firewalls must be running FortiOS version 7.2.

Work Plan

During the initial phase of the project, InterDev will provision the Duo Platform and order any hardware tokens as a first step in the project to ensure that the MFA platform is ready for application configuration and user enrollment. InterDev will also review and create or modify any active directory security groups as required and prepare enrollment instructions for the user base.

Following this preliminary work, the team will then apply Azure AD P1 licensing and configure Duo SSO and any authentication proxies if required. InterDev will also configure cloud-based FortiEMS and deploy the managed FortiClient agent. The team will also begin configuring the applications for protection within the Duo platform. At this phase in the project, the primary platforms (Duo, 365, and FortiGates) are ready for use, and the team will begin user enrollment to ensure that Microsoft 365 and VPN access are secured as soon as possible within the overall timeline.

With user enrollment complete, the team will focus on ensuring MFA and trusted hosts are configured for all FortiGates to protect edge security appliances. The team will begin implementing MFA protection for servers.

With critical resources now protected, InterDev will configure MFA for workstations. However, as configuring individual workstations for MFA is time-consuming and can quickly add up to a significant amount of billable time, InterDev will coach the IT Team on configuration for the first 10 devices. Once they are familiar with the process, the local IT team can configure all remaining devices. The InterDev security team will remain available to assist in that effort.

The project will close once the desktop configuration has been effectively handed off to the IT Team for completion. The project manager and project lead will communicate consistently throughout the project and will provide a final wrap-up to the city and close the project.

7706434400
ainman@interdev.com
www.interdev.com

Professional Services- Implementation

Description	Price	Qty	Ext. Price
2024 - Security Engineering Fixed fee labor for Security Engineer	\$165.00	140	\$23,100.00
2024 - project management Fixed fee labor for Project Management	\$120.00	20	\$2,400.00
Subtotal:			\$25,500.00

Hardware

Description	Price	Qty	Ext. Price
Duo Security Hardware Tokens Duo Security Hardware Tokens. Must be purchased in quantities of ten (10)	\$25.00	30	\$750.00
Flat Fee Shipping for Duo Tokens Shipping & Handling	\$10.00	1	\$10.00
Subtotal:			\$760.00

Software - Annual

Description	Price	Qty	Ext. Price
FortiClient EMS VPN/ZTNA 500 devices -1YR Fortinet Endpoint Licenses - VPN/ZTNA, 1 Year, FortiEMS hosted by FortiCloud with FortiCare Premium	\$6,936.00	1	\$6,936.00
Subtotal:			\$6,936.00

Software - Monthly

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Duo MFA Licensing and Management Duo Security 2FA - MFA level licensing & product management	\$5.00	\$5.00	300	\$1,500.00	\$1,500.00

7706434400
ainman@interdev.com
www.interdev.com

Software - Monthly

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Microsoft Entra ID P1 [New Commerce Experience] Microsoft Azure Active Directory Premium P1 is a comprehensive, highly available identity and access management cloud solution that combines core directory services, advanced identity governance, and application access management.	\$0.00	\$7.20	300	\$0.00	\$2,160.00
				Monthly Subtotal:	\$1,500.00
				Subtotal:	\$3,660.00

Terms and Conditions

Time and Materials Basis:

InterDev shall perform the Services on a time and materials basis. The Client shall pay InterDev for the actual time spent by InterDev personnel in performing the Services at the rates of \$200/hour and will be billed upon project completion.

Payment Structure:

Any additional services requested by the Client that fall outside the scope of this agreement will be subject to additional fees, which will be agreed upon by both parties in writing before the services are provided.

Payment Terms:

Payment is due
30 days from the date of the invoice.

Late payments
may be subject to a late fee of five (5) percent per month, starting from the due date and may result in a suspension of services.

Change Orders:

Any changes to the scope of work must be documented in a change order
. Additional fees resulting from approved change orders will be invoiced separately

All incident response support and vulnerability remediation will require a change order or additional Statement of Work.

Non-Solicitation of Employees:

During the term of this Agreement and for a period of two (2) years after its termination or expiration, neither party shall directly or indirectly solicit, recruit, or hire any employees, contractors, or agents of the other party involved in the performance of this Agreement. For the purposes of this clause, "solicitation" includes but is not limited to

- a. Initiating contact with employees of the other party for the purpose of offering employment or engagement.
- b. Inducing or attempting to induce employees of the other party to terminate their employment or engagement.
- c. Assisting others in soliciting, recruiting, or hiring employees of the other party.

In the event of a breach of this non-solicitation clause, the non-breaching party shall be entitled to seek injunctive relief and/or monetary damages, upto and including

Confidentiality

Both parties agree to keep the terms and conditions of this payment structure confidential.

Limitation of Liability

In no event shall InterDev be liable to the Client or any other party for any special, exemplary, incidental or consequential damages, including but not limited to lost profits, whether arising out of contract, tort, and strict liability or otherwise.

Miscellaneous:

This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, relating thereto . This Agreement will be governed by the laws of Georgia.

7706434400
ainman@interdev.com
www.interdev.com

2024 - Duo MFA Implementation



Prepared by:
Alpharetta (Global)
Anika Inman
770-643-4400
Fax 6786721555
ainman@interdev.com

Prepared for:
City of Forest Park, GA
745 Forest Parkway
Forest Park, GA 30298
Joshua Cox
(470) 366-4720
JCox@forestparkga.gov

Quote Information:
Quote #: 006453
Version: 3
Delivery Date: 03/11/2024
Expiration Date: 03/29/2024

Quote Summary

Description	Amount
Professional Services- Implementation	\$25,500.00
Hardware	\$760.00
Software - Annual	\$6,936.00
Software - Monthly	\$3,660.00
Total:	\$36,856.00

Monthly Expenses Summary

Description	Amount
Software - Monthly	\$1,500.00
Monthly Total:	\$1,500.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Alpharetta (Global)

City of Forest Park, GA

Signature: _____

Signature: _____

Name: Anika Inman

Name: Joshua Cox

Title: Business Development Account Executive

Date: _____

Date: 03/11/2024

File Attachments for Item:

9. Council Discussion and Approval on the Multi-Factor Authentication (MFA) Policy – IT Department



CITY OF
FORESTPARK

City Council Agenda Item

Subject: MFA Policy – IT Department

Submitted By: Josh Cox, IT Director

Date Submitted: March 13th, 2024

Work Session Date: March 18th, 2024

Council Meeting Date: N/A

Background/History:

As a precursor to the planned implementation system wide MFA (Multi Factor Authentication), the IT department wanted to bring forth a policy for approval by the Mayor and Council. The purpose of this policy is to define what MFA is along with the scope and expectations as this will impact all City staff. This will be the first of many upcoming IT specific policies to be presented to the Mayor and Council.

Cost: \$

Budgeted for: _____ **Yes** _____ **No**

N/A

None

Action Requested from Council: We are requesting approval of the policy as written.



City of Forest Park

Multi-Factor Authentication (MFA) Policy

1. Purpose

This policy outlines the requirements and procedures for implementing multi-factor authentication (MFA) for all employees of the City of Forest Park. This policy is designed and intended to enhance the security of our systems and data.

2. Scope

This policy applies to all employees, contractors, and third-party vendors who access the City of Forest Park's systems and data. This policy will apply to all domain authentications including but limited to email, VPN connections, and computer logins.

3. Policy

3.1. MFA Requirement

All employees accessing the City of Forest Park's systems and data are required to use multi-factor authentication (MFA).

3.2. Authentication Device

Employees who possess a city-issued cell phone must use it as their primary authentication device to generate the MFA token.

3.3. Alternatives for Non-City Issued Phones

- a. Employees who do not have a city-issued phone will be provided with an MFA fob as the token key.
- b. Alternatively, employees without a city-issued phone may opt to use their personal smartphone as the authentication device. If the employee chooses to use a personal device for the MFA application, there

would be no expectation of reimbursement as this option is completely voluntary and only offered as a convenience.

3.4. Provisioning and Setup

- a. The IT department is responsible for provisioning MFA accounts for all employees.
- b. Employees will receive instructions from the IT department on how to set up and configure MFA on their chosen authentication device.
- c. Employees must follow the setup instructions promptly upon receipt.

3.5. Compliance

- a. Failure to comply with this policy may result in disciplinary action, up to and including termination of employment.
- b. Exceptions to this policy must be approved by the Chief Information Officer along with the City Manager.

4. Responsibilities

- a. IT Department: Responsible for provisioning MFA accounts, providing setup instructions, and ensuring compliance with this policy.
- b. Employees: Required to set up and use as per the instructions provided by the IT department.

5. Enforcement

The IT department, in conjunction with HR, will periodically audit compliance with this policy. Non-compliance may result in appropriate disciplinary action.

6. Review and Revision

This policy will be reviewed annually and updated as necessary to reflect changes in technology, regulations, or organizational requirements.

7. Definitions

- a. Multi-Factor Authentication (MFA): A security process that requires users to provide two or more forms of authentication to access systems or data.

8. Contact Information

For questions or concerns regarding this policy, please contact the IT department. The email address is techsupport@forestparkga.gov or you may call TECH (8324) from any City desk phone or 470-781-8500 if calling from a cell phone or outside of the City's network.

File Attachments for Item:

10. Council Discussion and Approval to purchase an Asphalt Tar Kettle machine- Public Works Department



CITY OF FORESTPARK

City Council Agenda Item

Title of Agenda Item: Council Discussion and Approval to purchase an Asphalt Tar Kettle machine.

Submitted By: Nigel Wattley

Date Submitted: 3-12-2024

Work Session Date: 3-18-2024

Council Meeting Date: 3-18-2024

Background/History:

Public Works is seeking approval to purchase a crucial piece of equipment - an Asphalt Tar Kettle. The Asphalt Tar Kettle is a trailer-mounted asphalt tar distributor designed for the application of seal coats, enhancing pavement strength, and addressing potholes before the asphalt is poured. Public Works urgently requires this equipment to facilitate prompt and effective pothole improvements and repairs across the City. The name of the vendor that the equipment is being purchased from is REYNOLD-WARREN EQUIPMENT and they are under Sourcewell contract # 060122-VTL.

The cost associated with the purchase of the Asphalt Tar Kettle is \$21,983.60. To cover this expense, we propose reallocating funds from three existing (3) Capital project items listed below.

- 300-51-1540-54-2504 Floor Buffer/Polisher \$2000
- 300-51-1540-54-2505 Vertical Air Compressor \$600
- 300-27-1535-54-2503 Truck Tire Changer \$19,918
- **Total** **\$22,518**

Action Requested from Council:

Discussion and approval of Purchase

Cost: \$ 21,983.60

Budgeted for: X **Yes** **No**

Financial Impact:

None

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING PURCHASE OF AN ASPHALT TAR KETTLE MACHINE PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City’s Public Works Department finds it necessary to purchase an asphalt tar kettle machine, which is designed to evenly distribute and apply seal coats, enhance pavement strength, and address potholes before asphalt is poured.

WHEREAS, pursuant to the City’s Purchasing Manual, competitive bids are not required for purchases made pursuant to a cooperative purchasing contract; and

WHEREAS, Sourcewell has an existing cooperative purchasing contract for asphalt tar kettle machines (Contract No. 1060122-VTL.).

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval of Vendor. The proposal for the asphalt tar kettle machine (LeeBoy L300 Tack Tank) as presented to the Council on March 18, 2024, is hereby approved.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this ____ day of _____, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney



Quoted For: City of Forest Park
Dealer: Reynolds-Warren

Date: 1/23/24

SOURCEWELL Contract #: 060122-VTL

Tack Distributor

Tack Distributors include: Single nozzle 6-ft handspray wand, with 40-ft hose reel, and 1 propane burner w/5 pass flue. All trailer-mounted units include safety chains and pintle eye standard, and are pre-wired for towing. The L300T is equipped with single axle electric brakes and emergency break-away switches; the L600 is equipped with electric brakes on both axles & emergency break away switches and waste bucket mount.

TOTAL LIST PRICE BASE UNIT:	300 Trailer	\$	22,204.00
Options:			
TOTAL:		\$	22,204.00
SOURCEWELL DISCOUNT (10%)	-	\$	2,220.40
TOTAL SOURCEWELL LIST PRICE:		\$	19,983.60
FREIGHT SPECIAL ONE TIME PRICING (good for 2 days from the date quoted):		\$	2,000.00
TOTAL PRICING DELIVERED TO AGENCY:		\$	21,983.60

POSSIBLE OPTIONS, MANUFACTURE LIST PRICE:

(Options do qualify for the Sourcewell Discount with machine order)

150 Skid	\$	18,616.00
150 Trailer	\$	20,049.00
300 Skid	\$	20,773.00
300 Trailer	\$	22,204.00
600 Skid	\$	27,076.00
600 Trailer	\$	28,509.00
6 HP Hatz Diesel Engine (electric start)	\$	4,203.00
4.8 HP Gas Engine (electric start)	\$	1,449.00
12 HP Gas Engine (electric Start)	\$	2,899.00
Diesel Burner w/Auto Ignition Burner w/Outfire Protection *only w/Elec. Start Engine	\$	2,825.00
Insulated Tank (150 Gallon)	\$	3,525.00
Insulated Tank (300 Gallon)	\$	3,917.00
insulated Tank (600 Gallon)	\$	4,701.00
12 ft Spray Bar	\$	2,355.00
12 ft Spray Bar with Cab Controls - Includes Remote	\$	2,820.00
12 ft Spray Bar with Spray Bar Lift - Includes Remote	\$	5,362.00

12 ft Spray Bar with Cab Controls and Lift - Includes Remote	\$	6,921	Item # 10.
Surge Brakes for L150T/L300T	\$	2,807.00	
Surge Brakes for L600T	\$	3,362.00	

L300 Tack Tank

Item # 10.

LeeBoy



Performance Features:

Perfect for the all-inclusive commercial paving contractor, the L300 Tack Distributor provides a perfectly sized tank for small to large projects including parking lots, patching, driveways or soil stabilization. Daily task can be completed with ease by relying on the trouble-free Honda powered engine and the proven reliable user-friendly design. Uniquely configurable, the customizable options give the contractor the ability to create a solution specific to their exact needs.

- 300 Gallon (1,136 l) Capacity Tank
- 4.8 hp (3.6 kw) Honda Engine
- 6' (1.8 m) Wand with On/Off Valve
- 40' (12.19 m) Heavy-Duty Recoil Hose Reel
- 4,210 lbs (1,909 kg) Loaded Weight
- 1" (25 mm) Rear Tank Sampling Valve
- One 300,000 BTU Propane Burner
- Trailer-Mounted or Skid-Mounted Configurations
- Electric brakes
- Emergency Brake-Away System
- Optional Accessories Available



L300 Tack Distributor Specifications

Tank Size	300 gallons (1,136 l)	Wand	- 6' (1.829 m) wand with cold handles - On/off valve - Removable spray tip
Dimensions (Trailer Configuration)	- Length: 12' 1" (3.68 m) - Width: 6' 4" (1.94 m) - Height: 5' 9" (1.76 m) - Shipping Weight: 1,760 lbs (798 kg)	Manhole	- 20" (508 mm) diameter - 10" (254 cm) diameter fill hole - 3 psi (2.1 bar) pressure relief
Dimensions (Skid Configuration)	- Length: 8' 10" (2.69 m) - Width: 4' 3" (1.28 m) - Height: 4' 9" (1.45 m)	Clean Out	- 4" (102 mm)
Engine	Honda – 4.8 hp (3.6 kw)	Sampling Valve	- 1" (25 mm)
Capacities	- Fuel: 1 gallon (3.79 l)	Additional Standard Equipment	- Waste bucket mount (trailer only) - 1" rear tank return - 2" in-tank overflow
Tank Dimensions	- Length: 52" (1.32 m) - Width: 54.125" (1.37 m) - Height: 36.25" (.92 m)	Optional Equipment	Engines - Honda gas - 4.8 hp (3.6 kW) electric start - Hatz diesel - 7.2 hp (5.4 kW) pull start or electric start Fuel: 1.32 gallons (5.0 l) Heat Systems - Diesel Burner One 300,000 BTU diesel burner (only available with electric start engines) 7 gallon (26.5 l) fuel tank Auto ignition diesel burner with outfire - Overnight Heat 120 volt/1500 watt Immersion element Spray bar - Spray width: 12' (3.65 m) - Spray Bar Controls: In-tank wireless remote controls (requires spray bar option) - Spray bar lift with wireless remote control Insulated Tank 2-5/16" ball hitch
Asphalt Pump	- Specially designed 7 gallons per minute (26.5 lmp) pump		
Heat System	- One 300,000 BTU propane burner - One start burner - 40 lbs (18.1 kg) propane fuel tank		
Temperature Gauge	- 50 - 300° F (10 - 149° C) - Adjustable angle faceplate		
Flush Tank	- 7 gallons (26.5 l) tank with suck back valve		
Hose and Reel	- .5" x 40' (13 mm x 12.19 m) heavy-duty recoil hose reel		



ST Engineering LeeBoy, Inc. ■ 500 Lincoln County Parkway Extension ■ Lincolnton, NC 28092 ■ 704.966.3300
www.LeeBoy.com



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File Attachments for Item:

11. Council Discussion and Approval of the ONE Light Initiative - Streetlight Upgrade- Public Works Department



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: ONE Light Initiative - Streetlight Upgrade

Submitted By: Nigel Wattley

Date Submitted: 3-12-2024

Work Session Date: 3-18-2024

Council Meeting Date: 3-18-2024

Background/History:

As part of our ongoing commitment towards community engagement and addressing concerns raised by residents, The One Click App has played a major role in bringing awareness to various issues within the city. One such concern brought to our attention is the inadequate light visibility at night on two (2) specific streets.

In alignment with the ongoing One Light initiative, a collaborative effort between Georgia Power and the City of Forest Park, a thorough assessment was conducted at the following 2 locations:

1. 1190 Watts Rd:

- Recommendation: Install 1 new 120w fixture on the existing pole
- Monthly Cost: \$27

2. 4928 Bartlett Rd:

- Recommendation: Install 1 new 120w fixture on the existing pole
- Monthly Cost: \$27

Total Monthly Cost for Both Locations: \$54.00

We believe that implementing these recommendations will not only address the concerns raised by residents but also contribute to the overall safety and well-being of the community. The One Light initiative emphasizes the importance of well-lit public spaces, and we are confident that these additions will significantly enhance the visibility on the mentioned streets.

Action Requested from Council:

Approval of Services Agreements

Cost: \$ 54.00 per month

Budgeted for: X **Yes** **No**

Financial Impact:

RESOLUTION NO. 2024-___

A RESOLUTION TO AUTHORIZE AND ENTER INTO LIGHTING SERVICE AGREEMENTS WITH GEORGIA POWER FOR NEW STREETLIGHTS AT 4928 BARTLETT ROAD AND 1190 WATTS ROAD.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, City staff is seeking approval to enter into lighting service agreements with Georgia Power to install two (2) new streetlights at 4928 Barlett Road and 1190 Watts Road, Forest Park, Georgia.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 2. Approval of Vendor. The lighting service agreements with Georgia Power as presented to the Council on March 18, 2024 are hereby approved.

SECTION 3. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 4. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 5. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 6. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES WILL APPEAR ON THE FOLLOWING PAGE]

SO RESOLVED this ____ day of _____, 2024.

Angelyne Butler, Mayor

ATTEST:

Randi Rainey, City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Forest Park, GA

[Change location]

Follow this Place

Item # 11.

Invite Neighbors



HOME > ISSUES > STREET LIGHT

Street Light > Archived

1190 Watts Rd Forest Park, GA 30297, USA · [Show on Map](#)

Issue ID: 15685233

Submitted To: [Public Works](#)

Category: Street Light

Viewed: 4 times

Neighborhood: [Forest Park](#)

Reported via: [mobile application](#)

Reported: on 11/30/2023

REPORTER

An anonymous
[SeeClickFix user](#)



Home Main

Photos and Videos

Notified 0

Manage in CRM

Flag Issue

DESCRIPTION

The street light is in the middle of the yard on the property instead of near the sidewalk. It's almost pitch black on the sidewalk in the early mornings and late nights because it's blocked from all the trees.

also asked...

Q. Pole #?

A. No Answer Given

Share

Share

Post



NEARBY ISSUES



Tree down
Power out



Smart
Pedestrian/Si
dewalk Plan



Smart
Pedestrian/Si
dewalk Plan



Street Light

3 COMMENTS



Bobby - Public Works (Verified Official)

Bobby - Public Works assigned this issue to Vincent - Streets Supervisor

12/01/2023 · [Flag](#)



ACKNOWLEDGED **Bobby - Public Works** (Verified Official)

Thank you for submitting your request. We are looking into completing this and will update you when it's finished.

12/01/2023 · [Flag](#)



CLOSED **Nigel - Public Works** (Verified Official)

We have completed your request and are now closing it. After further review, The light in question is on private property and the City has no authority on that matter. We will however look into the low lighting issue at that location and follow up with Georgia Power. Many thanks.

01/05/2024 · [Flag](#)

Comments are closed for archived issues.

Lighting Services Agreement

Project # LP90095

Customer Legal Name FOREST PARK CITY OF DBA _____
 Service Address 1190 Watts FOREST PARK GA 30297 County Clayton - GA
 Mailing Address PO BOX 69 FOREST PARK GA 30298
 Email nwattley@forestparkga.gov Tel # 470-898-4130 Alt Tel # _____
 Tax ID# 2562 Business Description Municipality

Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? _____

Selected Components

Action	Qty	Wattage	Type	Description
INS	1	120	LED	Area

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$22.81	\$4.19	\$27.00		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Install 1 new 120w fixture on existing pole at 1190 Watts Rd.

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes N/A

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Joe Cobb
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Service*)

Item # 11.

1. **Agreement Scope.** This Lighting Services Agreement (“**Agreement**”) establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will provide lighting and related service (collectively, the “**Service**”) to the customer identified on Page 1 (“**Customer**”) at the Service Address shown on Page 1 (the “**Premises**”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “**GPC Assets**”) for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “**Term.**”
3. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, “**GPC Activity**”). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises’ final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer’s request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC’s installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days’ prior written notice of its schedule for the work, so that GPC can schedule GPC’s installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC’s specifications, Customer’s failure to complete Customer’s work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (“**Dig Law**”), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“**UPC**”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC’s written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an “as is” and “as available” basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer; Damages.** **GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.** To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC’s liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a “public employer” as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor’s affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC’s waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties’ entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days’ prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC’s address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer’s address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC’s prior written consent will be void and of no effect. In this Agreement: (i) “**include(ing)**” means “include, but are not limited to” or “including, without limitation”; (ii) “**or**” means “either or both” (“A or B” means “A or B or both A and B”); (iii) “**e.g.**” means “for example, including, without limitation”; and (iv) “**written**” or “**in writing**” includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Page 101

Lighting Services Agreement

Project # LP90094

Customer Legal Name FOREST PARK CITY OF DBA _____

Service Address 4928 Bartlett Rd FOREST PARK GA 30297 County Clayton - GA

Mailing Address PO BOX 69 FOREST PARK GA 30298

Email nwattley@forestparkga.gov Tel # 470-898-4130 Alt Tel # _____

Tax ID# 2562 Business Description Municipality

Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? _____

Selected Components

Action	Qty	Wattage	Type	Description
INS	1	120	LED	Area

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$22.81	\$4.19	\$27.00		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Install 1 new 120w LED fixture on existing pole at 4928 Bartlett

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes N/A

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Joe Cobb
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (Lighting – Governmental Service)

Item # 11.

1. **Agreement Scope.** This Lighting Services Agreement (“**Agreement**”) establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will provide lighting and related service (collectively, the “**Service**”) to the customer identified on Page 1 (“**Customer**”) at the Service Address shown on Page 1 (the “**Premises**”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “**GPC Assets**”) for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “**Term**.”
3. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, “**GPC Activity**”). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises’ final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer’s request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC’s installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days’ prior written notice of its schedule for the work, so that GPC can schedule GPC’s installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC’s specifications, Customer’s failure to complete Customer’s work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (“**Dig Law**”), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“**UPC**”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
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13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC’s waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties’ entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days’ prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC’s address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer’s address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC’s prior written consent will be void and of no effect. In this Agreement: (i) “**include(ing)**” means “include, but are not limited to” or “including, without limitation”; (ii) “**or**” means “either or both” (“A or B” means “A or B or both A and B”); (iii) “**e.g.**” means “for example, including, without limitation”; and (iv) “**written**” or “**in writing**” includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Page 103

Forest Park, GA

[Change location]

Follow this Place

Item # 11.

Invite Neighbors



HOME > ISSUES > STREET LIGHT

✓ Acknowledged by: Forest Park, GA

Street Light > Acknowledged

4928 Bartlett Rd Forest Park, GA 30297, USA [Show on Map](#)

Issue ID: 15685245

Submitted To: [Public Works](#)

Category: Street Light

Viewed: 74 times

Neighborhood: [Forest Park](#)

Reported via: [mobile application](#)

Reported: on 11/30/2023

REPORTER

An anonymous
SeeClickFix user



Home Main

Photos and Videos

Notified

Manage in CRM

Flag Issue

3 TOTAL FOLLOWING

Follow

DESCRIPTION

This stretch of road is pitch black at night. It could use a street light for people who walk.

also asked...

Q. Pole #?

A. No Answer Given

Share

Share

Post



NEARBY ISSUES



Pot Holes



2 Dog
excessive
barking



Smart
Pedestrian/Si
dewalk Plan



Smart
Pedestrian/Si
dewalk Plan

3 COMMENTS

Post a New Comment



Bobby - Public Works (Verified Official)

Bobby - Public Works assigned this issue to Vincent - Streets Supervisor

12/01/2023 · Flag



ACKNOWLEDGED **Bobby - Public Works** (Verified Official)

Thank you for submitting your request. We are looking into completing this and will update you when it's finished.

12/01/2023 · Flag



Nigel - Public Works (Verified Official)

Just an update: Awaiting a quote from Georgia Power for additional lighting.

01/05/2024 · Flag

NEW COMMENT

Write a comment...

I want to...

File Attachments for Item:

12. Council Discussion and Approval of Perkins Park Basketball Court Resurfacing Contract- Public Works Department



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Perkins Park Basketball Court Resurfacing Contract

Submitted By: Nigel Wattley

Date Submitted: 3-13-2024

Work Session Date: 3-18-2024

Council Meeting Date: 3-18-2024

Background/History:

As part of our ongoing efforts to enhance the pocket parks within the City, staff is seeking consideration and approval to enter into a contract for the resurfacing of the Perkins Park basketball court. I would like to bring to your attention the following details regarding this matter:

Background: The previous contract for the resurfacing of the basketball court, approved on January 2nd, 2024, was not executed due to the contractor's inability to secure a performance bond. (Sec. 3-1-40)

Current Situation: Public Works has obtained two additional estimates for the resurfacing project:

1. **Accurate Property Services** – Estimate# 0000661: \$57,380.45 This estimate covers all materials and labor except for backerboards and goals.
2. **Playworx Playsets LLC** – Estimate# 4175: \$54,154.56 This estimate includes all materials and labor required for the project.

Recommendation: After careful consideration, staff recommends moving forward with Playworx Playsets LLC for the following reasons:

- Experience: Playworx Playsets LLC specializes in playground and outdoor sports equipment, making them well-suited for this project.
- Cost: Their estimate of \$54,154.56 is \$3,225 lower than that of their competitor, providing cost savings to the City.

Funding: The proposed contract falls under Line item 100-20-1110-54-2507 (Ward#4 Projects).

Conclusion: Considering the above, Public Works request approval to proceed with entering into a contract with Playworx Playsets LLC for the resurfacing of the Perkins Park basketball court with the understanding that a performance bond would be needed for the execution of the contract.

Action Requested from Council:

Consideration and Approval to enter into a contract.

Cost: \$ 54,154.56

Budgeted for: **Yes** **No**

Financial Impact:



Playworx Playsets LLC
8014 Cumming Hwy., Suite 403 #313
Canton, GA 30115 US
+1 8665025013
jennifer@playworx.com
www.playworx.com

Quote

ADDRESS

Forest Park, City of
745 Forest Parkway,
Forest Park, GA 30297

SHIP TO

Forest Park, City of
745 Forest Parkway,
Forest Park, GA 30297

QUOTE # 4175

DATE 02/13/2024
EXPIRATION DATE 03/31/2024

PO#

Bball Court Refurb

SALES REP

Doug H

DELIVERY ADDRESS

Perkins Park

ACTIVITY	QTY	RATE	AMOUNT
misc Basketball Court Scope: Mill down existing concrete (NTE 1/2" concrete thickness) and asphalt up to a 2" total depth and pave back with 2" of new asphalt topping with tack in a 48' x 74' area or up to 395 total sq. yards in (1) one location. Paint court Blue and stripe for basketball	1	46,500.00	46,500.00T
Misc.:Misc. New basketball goal with gooseneck post backboard and rim	1	1,796.00	1,796.00T
Services removal and installation of old goal and new replacement goal	1	1,200.00	1,200.00

*The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

SUBTOTAL	49,496.00
TAX	3,922.56
SHIPPING	736.00
TOTAL	\$54,154.56

Thank you for allowing Playworx Playsets to quote your project. Please contact us directly when you are ready to begin your improvement.

We look forward to working with you soon!

Accepted By

Accepted Date

City of Forest Park
 5127 West St
 Forest Park, GA 30297

Estimate # 0000661

Estimate Date 02/25/2024

Basketball court

Updated 2/27/24

Item	Description	Unit Price	Quantity	Amount
Service	1) The area under consideration for pavement repair comprises 3500square feet of deteriorated pavement. 2) There exist approx 1 areas of repair located throught the area. 3) All repairs will be shaped symmetrically where possible. 4) We will clear and excavate repair area to a depth of 2 Inches. We will remove all materials from site. 5) We then will install 2 inches compacted thickness surface asphalt. 6) All areas will be barricaded during and after the repair process.	36524.33	1.00	36,524.33
Service	-Applying a textured with a smooth and rounded, non-aggressive silica sand. This provides a slip-free surface in dry and wet conditions for the asphalt surface. -2 coats of blue acrylic surfaces -striped using a 100% acrylic water-based line paint	16426.45	1.00	16,426.45
Service	Remove and reset basketball goals *install new backboard and rim (provided by City) lift required	2543.22	1.00	2,543.22
Service	Stencil and paint City of Forest Park logo at half Court	1886.45	1.00	1,886.45

NOTES: Please review estimate and advise if you have further questions. Thanks, Mike 4044213786

Subtotal		57,380.45
Total		57,380.45
Amount Paid		0.00
Estimate		\$57,380.45

RESOLUTION NO. 2024-___

A RESOLUTION TO AUTHORIZE QUOTE AND ENTER INTO AGREEMENT WITH PLAYWORX PLAYSETS LLC FOR BASKETBALL COURT RESURFACING SERVICES.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, The previous contract for the resurfacing of the basketball court, approved on January 2, 2024, was not executed due to the contractor's inability to secure bonding. (Sec. 3-1-40); and

WHEREAS, the Public Works Department obtained additional quotes for such services and recommends awarding the contract to Playworkx Playsets LLC.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 2. Approval of Vendor. The Quote from Playworx Playsets LLC as presented to the Council on March 18, 2024 is hereby approved, subject to contractor’s ability to obtain a payment and performance bond. The City Attorney is hereby directed to draft a contract for same.

SECTION 3. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 4. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 5. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 6. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES WILL APPEAR ON THE FOLLOWING PAGE]

SO RESOLVED this ____ day of _____, 2024.

Angelyne Butler, Mayor

ATTEST:

Randi Rainey, City Clerk

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

13. Council Discussion and Approval on the Plumbing Repairs for the Outdoor Pool – Recreation and Leisure Services



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Plumbing Repairs for the Outdoor Pool – Recreation and Leisure Services

Submitted By: Marquessa Moore

Date Submitted: 03/13/2024

Work Session Date: March 18, 2024

Council Meeting Date: March 18, 2024

Background/History:

The outdoor pool was built in 1963 and still contains the original galvanized piping system for plumbing. The plumbing system needs repair due to constantly backing up during regular operation and wear and tear of the original pipes. We are requesting funding to repair the plumbing and the pool house restrooms. We are utilizing our on-call plumbing contractors to perform the repairs. If repairs cannot be made immediately, the pool will fail it's annual inspection for summer operations. Quick Action Plumbers has been issued a task order for the repairs on the outdoor pool.

Cost: \$ 13,380.69

Budgeted for: Yes No

Financial Impact:

\$13,380.69

Action Requested from Council:

Approval

CITY OF FOREST PARK PURCHASE REQUISITION FORM

For purchases valued \$1,000 and up

This form must be completed prior to creating a Purchase Order

Department :	RECREATION AND LEISURE SERVICES	Requisition Date:	3/11/2024
Prepared By:	JOCELYN HOITSMA		

Explanation	
This Requisition is for: <input checked="" type="checkbox"/> Services <input type="checkbox"/> Goods <input type="checkbox"/> Public Works Construction <input type="checkbox"/> Other _____	THE PURPOSE OF THIS REQUISITION FORM IS TO PAY FOR THE PLUMBING REPAIRS AT THE OUTDOOR POOL AND THE POOL HOUSE RESTROOMS.
Justification for Request:	
See attached ³ page(s) or _____ line item(s) and attached specifications _____ pages	

Budget	
Attach proof of available funds and provide the following:	
Budget Line Item:	100-41-6110-53-1106
Funds Available:	\$14,620.00 (COST OF SERVICES IS \$13,380.69)

Vendor

New vendors must complete the Vendor/Supplier Information Form and provide a w-9 and E-Verify Affidavit.

Select whether vendor is a new or current vendor of the City and provide the following:			
<input type="checkbox"/> New	<input checked="" type="checkbox"/> Current	Vendor Name:	THE PLUMBING SHOP dba QUICKACTION PLUMBERS
		Current Vendor Number:	231949
If Statewide Contract, provide the following: (Attach one quote. Three quotes are not needed)			
		Statewide Contract ID number:	
If Requisition is replacing a current Contract, provide the following:			
		Current Contract Number:	
		Contract Expiration Date:	

Solicitation

Complete this section only if a formal bid or RFP advertisement is needed.

Also attach Solicitation Request Form	
Estimated cost of goods or services:	
Is cooperative purchase option available?	
Date goods or services are needed:	

Signatures

Department Head Authorization:		Date:	3/11/24
Purchasing Authorization:		Date:	
Finance Director:		Date:	
City Manager:		Date:	

- Instructions:
1. Complete requisition form in its entirety. (No previous versions of the Requisition Form will be accepted)
 2. Attach 3 quotes (or justification if 3 quotes could not be obtained) and proof of budgeted funds.
 3. Have New Vendors to send Vendor Information Form, w-9, and E-Verify **directly** to accountspayable@forestparkga.gov.
 4. Email Requisition form and additional documents to procurement@forestparkga.gov.
 5. Once a fully signed requisition has been returned to you, create PO and proceed with purchase.
 6. Once service is received, submit signed Requisition, Invoice, and PO to Accounts Payable (copy Procurement) for payment.

Please complete, sign, and return Requisition Form along with all required documents to procurement@forestparkga.gov
Requisition will not be approved and PO will not be paid if not completed properly.





1121 Flamingo Drive
Austell, GA 30168

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www.quickactionplumbers.com

March 11, 2024

Proposal #011924A

City of Forest Park
5230 Jones Rd.
Forest Park, GA 30297
Attn: Brad Munroe & Nigel Wattley

Re: Star Park- 5031 Park Ave., Forest Park, GA 30297 (Pool House)

Dear Sir(s),

Per your request, it is intended that QAP will provide a complete plumbing system, with all necessary equipment, appurtenances and controls completely coordinated with all disciplines. QAP will:

- Remove/reinstall stalls if needed.
- Run camera down line and mark the line with tape for approximately 10'.
- Shut water off to building.
- Remove (2) wall hung toilets in women's restroom.
- Saw cut and remove concrete via concrete saw and jackhammer as needed.
- Expose the compromised section of cast iron pipe.
- Excavate dirt via hand digging as needed.
- Cut out an approximately 10' section of 4" cast iron pipe.
- Supply and install 4" pvc pipe and miscellaneous fittings.
- Remove/add dirt as needed to ensure line is level.
- Test drain for leaks and proper operation.



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- Camera line to ensure proper flow.
- Backfill and tamp dirt to original grade.
- Replace concrete as needed.
- Reset the (2) wall hung toilets in women's restroom.
- Floor finishing to be done by others.
- Technician will also demo concrete and remove grid drain from men's bathroom near toilet.
- Tie into newly installed 4" pvc drain.
- Supply and install a 3" floor drain with approximately 2' of 3" pvc pipe.
- Supply and install a 3" p-trap, and remove approximately 3' of dirt.
- Check for leaks and proper operation.
- Backfill and tamp dirt to original grade.
- Replace concrete to original grade.

All permits and scheduled inspections will be the responsibility of QAP. (If applicable.)

All work will be done in compliance with local standard plumbing codes.

The aforementioned job description will be provided for the sum of Thirteen Thousand Three Hundred Eighty Dollars Sixty-Nine Cents (\$13,380.69).

Any unforeseen problems that may occur will be assessed and priced at the time of discovery.



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Please contact QAP Service Manager, Dave Chambers, with any questions and/or concerns.

Thank you in advance for considering QAP to satisfy your plumbing needs.

Sincerely,

Dave Chambers
Service Manager

RESOLUTION NO. 2024-___

A RESOLUTION TO AUTHORIZE ISSUANCE OF TASK ORDER TO QUICK ACTION PLUMBERS FOR POOL REPAIR SERVICES

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the plumbing system for the City’s outdoor pool requires repair to ensure compliance with its annual inspection.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 2. Approval of Vendor. The Task Order for pool repair services as presented to the Council on March 18, 2024, is hereby approved. Work shall commence upon the issuance of a notice to proceed from the City.

SECTION 3. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 4. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 5. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 6. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES WILL APPEAR ON THE FOLLOWING PAGE]

SO RESOLVED this ____ day of _____, 2024.

Angelyne Butler, Mayor

ATTEST:

Randi Rainey, City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney