



CITY COUNCIL REGULAR SESSION

Monday, June 05, 2023 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
S. Diane White, City Clerk
Mike Williams, 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:

PRESENTATIONS:

1. **Proclamation recognizing the Kiwanis Club of Forest Park – Executive Office**

Background/History:

Kiwanis is a global organization of volunteers dedicated to changing the world one child, one community at a time.

Kiwanis Club of Forest Park has been honored to serve the community since 1923. All of our fundraising efforts are done to help the children of Forest Park.

Our group has supported: Cub Scouts, Girl Scouts, Youth Soccer, Little League, Community Center, Food Pantry, Park District of Forest Park, VFW, St. Bernadine's Parish, PMSA (Proviso Math & Science Academy, Juneteenth, Historical Society, NJHS (National Junior Honors Society), Opportunity Knocks,

Cinderella Project, School Band, Youth Literacy and The Eliminate Project (Neo-natal Tetanus), Smile Train, and Spastic Paralysis. Kiwanis is an international, coeducational service club founded in 1915. It is headquartered in Indianapolis, Indiana. Current membership is 240,000 members in 7,700 clubs in 80 countries.

The name "Kiwanis" was coined from the Ojibwe language. The organization's founders translated it as "We build", which became the original motto of Kiwanis.

In 2005 the organization chose a new motto, "Serving the Children of the World". Members of the club are called Kiwanians.

Kiwanis International is headed by a Board of Trustees, an International President and other officers. These officers are elected at the annual convention of Kiwanis International. There are fifty-three administrative districts, each headed by a Governor, and the districts are further divided into service areas called divisions, comprising 12 to 20 clubs and headed by a Lieutenant Governor. Every club has a president and board of directors.

2. Proclamation recognizing Elsie Cox Overton – Executive Office

Background/History:

This proclamation is in recognition of Ms. Elsie Overton, who will turn 104 on June 1st and is currently ranked as one of the oldest living residents in Clayton County and the entire State of Georgia. Having been born just after the end of World War I, Ms. Overton's memories of growing up in the 1920s and 1930s still remain vivid to this day, including a tour of the Kennesaw Mountain Civil War Battlefield given by her grandfather, Uel Ewel Kelly, who was a veteran of that battle, as well as a ride in a new Model A Ford her father bought on the eve of the 1929 Stock Market Crash. Ms. Overton worked for the Avon Corporation in Atlanta and retired after more than 20 years of service, but continued to remain active in her community through her volunteer work as a member of the of the Rock Springs Baptist Church and poll worker for both the city and Clayton County. Ms. Overton has lived in the City of Forest Park for over 60 years and survives two husbands, Luke Cox Sr. and John Overton; and three sons, Luke Garrett Cox, David Cox and Phillip Cox – all of whom were veterans of the Vietnam War. She also has six grandchildren, six great-grandchildren and one great-great grandchild.

3. Asian American and Pacific Islander Heritage Month – Executive Offices

Background/History:

Since 1990, the U.S. government has designated the month of May as Asian American and Pacific Islander Heritage Month, celebrating the achievements and contributions of Asian Americans and Pacific Islanders (AAPI) in the United States. Given the diverse population within Forest Park, and the ever-growing Asian population, we would like to recognize a few in our community for their efforts on behalf of the City.

Name of Business: South Atlanta Asian Community Center

Name of Owner: Phong Duong

Name of Business: GA Best Country Donuts LLZ

Name of Owner: Sam Phan

Name of Business: Beauty Bar & Nails

Name of Owner: Thu Le

Name of Organization: Truc Lam Temple at Forest Park

Name of Volunteer: Hue Nguyen

4. Proclamation recognizing National Immigrant Heritage Month – Executive Office

Background/History:

Since June of 2014, Immigrant Heritage Month has given people across the United States an opportunity to annually explore their own heritage and celebrate the shared diversity that forms the unique story of America. It's also a chance to highlight the important role of immigration in the U.S. and recognize the many contributions immigrants have made to our country. In Forest Park, we recognize that our diversity is our strength and that immigrants and their children are making cultural, economic, and political contributions every day. Join us in celebrating our immigrant communities.

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

APPROVAL OF MINUTES:

- 5. Council Approval of Council Work Session and Regular Meeting Minutes from May 15, 2023 - City Clerk**

NEW BUSINESS:

- 6. Council Approval of Cloud Based Camera System for Public Safety Building – IT Department**
- 7. Council Approval of GDOT Maintenance Contract – Legal and Police**
- 8. Council Approval on Termination of Janitorial Contract – Legal and Procurement**
- 9. Council Approval of Resolution for City of Forest Park Medical Plan Renewal – Executive Office**
- 10. Council Approval of Peachtree Recovery Services – Executive Office**
- 11. Council Approval for Amendment of City Holiday Ordinance - Executive Offices / Legal**

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 404-366-1555.

File Attachments for Item:**1. Proclamation recognizing the Kiwanis Club of Forest Park – Executive Office****Background/History:**

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Kiwanis Club of Forest Park has been honored to serve the community since 1923. All of our fundraising efforts are done to help the children of Forest Park.

Our group has supported: Cub Scouts, Girl Scouts, Youth Soccer, Little League, Community Center, Food Pantry, Park District of Forest Park, VFW, St. Bernadine's Parish, PMSA (Proviso Math & Science Academy, Juneteenth, Historical Society, NJHS (National Junior Honors Society), Opportunity Knocks, Cinderella Project, School Band, Youth Literacy and The Eliminate Project (Neo-natal Tetanus), Smile Train, and Spastic Paralysis. Kiwanis is an international, coeducational service club founded in 1915. It is headquartered in Indianapolis, Indiana. Current membership is 240,000 members in 7,700 clubs in 80 countries.

The name "Kiwanis" was coined from the Ojibwe language. The organization's founders translated it as "We build", which became the original motto of Kiwanis.

In 2005 the organization chose a new motto, "Serving the Children of the World". Members of the club are called Kiwanians.

Kiwanis International is headed by a Board of Trustees, an International President, and other officers. These officers are elected at the annual convention of Kiwanis International. There are fifty-three administrative districts, each headed by a Governor, and the districts are further divided into service areas called divisions, comprising 12 to 20 clubs and headed by a Lieutenant Governor. Every club has a president and board of directors.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Proclamation recognizing the Kiwanis Club of Forest Park – Executive Office

Submitted By: Ricky L. Clark, Jr., City Manager

Date Submitted: May 23, 2023

Work Session Date: June 5, 2023

Council Meeting Date: June 5, 2023

Background/History:

Kiwanis is a global organization of volunteers dedicated to changing the world, one child, one community at a time. Kiwanis Club of Forest Park has been honored to serve the community since 1923. All of our fundraising efforts are done to help the children of Forest Park.

Our group has supported: Cub Scouts, Girl Scouts, Youth Soccer, Little League, Community Center, Food Pantry, Park District of Forest Park, VFW, St. Bernadine's Parish, PMSA (Proviso Math & Science Academy, Juneteenth, Historical Society, NJHS (National Junior Honors Society), Opportunity Knocks, Cinderella Project, School Band, Youth Literacy and The Eliminate Project (Neo-natal Tetanus), Smile Train, and Spastic Paralysis. Kiwanis is an international, coeducational service club founded in 1915. It is headquartered in Indianapolis, Indiana. Current membership is 240,000 members in 7,700 clubs in 80 countries.

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Kiwanis International is headed by a Board of Trustees, an International President, and other officers. These officers are elected at the annual convention of Kiwanis International. There are fifty-three administrative districts, each headed by a Governor, and the districts are further divided into service areas called divisions, comprising 12 to 20 clubs and headed by a Lieutenant Governor. Every club has a president and board of directors.

Cost: \$

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

Financial Impact:

Action Requested from Council:



CITY OF
FORESTPARK

PROCLAMATION

WHEREAS: Kiwanis International is a diverse global network of clubs, members and volunteers dedicated to improving the lives of children one community at a time, and;

WHEREAS: With more than 550,000 members located throughout 80 countries, the Kiwanis organization hosts nearly 150,000 service projects and completes more than 19 million service hours annually, while also raising over \$340 million to support the fight against large-scale challenges like fighting disease, hunger and poverty, and;

WHEREAS: Since 1923, the Kiwanis Club of Forest Park has served as a vital community partner that teaches local youth about the importance of leadership skills, positive self-esteem, civic engagement and strong moral character, and;

WHEREAS: The Kiwanis Club of Forest Park has supported dozens of programs and initiatives designed to help improve the overall quality of life for children – including but not limited to – Cub Scouts, youth soccer, little league baseball, food pantries, music programs and the National Junior Honors Society, and;

WHEREAS: Through the investment of time, talent and resources, the Kiwanis of Forest Park continues to create a better tomorrow for Clayton County by remaining focused on nurturing minds, fueling creativity and family-focused philanthropy.

NOW, THEREFORE BE IT RESOLVED, the City Council of Forest Park hereby recognizes the Kiwanis Club of Forest Park and Kiwanians across the globe for their incredible commitment, dedication and service to giving each child a chance to learn, dream and most importantly, succeed.

IN WITNESS WHEREOF, we have hereunto set our hand on this 5th day of June 2023 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:**2. Proclamation recognizing Elsie Cox Overton – Executive Office****Background/History:**

This proclamation is in recognition of Ms. Elsie Overton, who will turn 104 on June 1st and is currently ranked as one of the oldest living residents in Clayton County and the entire State of Georgia. Having been born just after the end of World War I, Ms. Overton's memories of growing up in the 1920s and 1930s still remain vivid to this day, including a tour of the Kennesaw Mountain Civil War Battlefield given by her grandfather, Uel Ewel Kelly, who was a veteran of that battle, as well as a ride in a new Model A Ford her father bought on the eve of the 1929 Stock Market Crash. Ms. Overton worked for the Avon Corporation in Atlanta and retired after more than 20 years of service, but continued to remain active in her community through her volunteer work as a member of the of the Rock Springs Baptist Church and poll worker for both the city and Clayton County. Ms. Overton has lived in the City of Forest Park for over 60 years and survives two husbands, Luke Cox Sr. and John Overton; and three sons, Luke Garrett Cox, David Cox and Phillip Cox – all of whom were veterans of the Vietnam War. She also has six grandchildren, six great-grandchildren and one great-great grandchild.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Proclamation recognizing Elsie Cox Overton – Executive Office

Submitted By: Ricky L. Clark, Jr., City Manager on behalf of Mayor Butler

Date Submitted: May 30, 2023

Work Session Date: June 5, 2023

Council Meeting Date: June 5, 2023

Background/History:

This proclamation is in recognition of Ms. Elsie Overton, who will turn 104 on June 1st and is currently ranked as one of the oldest living residents in Clayton County and the entire State of Georgia. Having been born just after the end of World War I, Ms. Overton's memories of growing up in the 1920s and 1930s still remain vivid to this day, including a tour of the Kennesaw Mountain Civil War Battlefield given by her grandfather, Uel Ewel Kelly, who was a veteran of that battle, as well as a ride in a new Model A Ford her father bought on the eve of the 1929 Stock Market Crash. Ms. Overton worked for the Avon Corporation in Atlanta and retired after more than 20 years of service, but continued to remain active in her community through her volunteer work as a member of the of the Rock Springs Baptist Church and poll worker for both the city and Clayton County. Ms. Overton has lived in the City of Forest Park for over 60 years and survives two husbands, Luke Cox Sr. and John Overton; and three sons, Luke Garrett Cox, David Cox and Phillip Cox – all of whom were veterans of the Vietnam War. She also has six grandchildren, six great-grandchildren and one great-great grandchild

Cost: \$

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

Financial Impact:

Action Requested from Council:



CITY OF
FORESTPARK

PROCLAMATION

WHEREAS: Ms. Elsie Cox Overton was born on June 1, 1919, to Mr. Oscar Bell and Ms. Emma Jones and is currently ranked as one of the oldest living residents in Clayton County and the entire State of Georgia, and;

WHEREAS: Having been born just after the end of World War I, Ms. Overton's memories of growing up in the 1920s and 1930s still remain vivid to this day, including a tour of the Kennesaw Mountain Civil War Battlefield given by her grandfather, Uel Ewel Kelly, who was a veteran of that battle, as well as a ride in a new Model A Ford her father bought on the eve of the 1929 Stock Market Crash, and;

WHEREAS: Ms. Overton worked for the Avon Corporation in Atlanta and retired after more than 20 years of service, but continued to remain active in her community through her volunteer work as a member of the of the Rock Springs Baptist Church and poll worker for both the city and Clayton County, and;

WHEREAS: Ms. Overton has lived in the City of Forest Park for over 60 years and survives two husbands, Luke Cox Sr. and John Overton; and three sons, Luke Garrett Cox, David Cox and Phillip Cox – all of whom were veterans of the Vietnam War. She also has six grandchildren, six great-grandchildren and one great-great grandchild.

NOW, THEREFORE BE IT RESOLVED, the City Council of Forest Park hereby recognizes Elsie Cox Overton in celebration of her 104th birthday and as a beloved member of the community.

IN WITNESS WHEREOF, we have hereunto set our hand on this 5th day of June 2023 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. Asian American and Pacific Islander Heritage Month – Executive Offices****Background/History:**

Since 1990, the U.S. government has designated the month of May as Asian American and Pacific Islander Heritage Month, celebrating the achievements and contributions of Asian Americans and Pacific Islanders (AAPI) in the United States. Given the diverse population within Forest Park, and the ever-growing Asian population, we would like to recognize a few in our community for their efforts on behalf of the City.

Name of Business: South Atlanta Asian Community Center

Name of Owner: Phong Duong

Name of Business: GA Best Country Donuts LLZ

Name of Owner: Sam Phan

Name of Business: Beauty Bar & Nails

Name of Owner: Thu Le

Name of Organization: Truc Lam Temple at Forest Park

Name of Volunteer: Hue Nguyen

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Asian American and Pacific Islander Heritage Month – Executive Offices

Submitted By: Ricky L. Clark, Jr., City Manager

Date Submitted: May 30, 2023

Work Session Date: June 5, 2023

Council Meeting Date: June 5, 2023

Background/History:

Since 1990, the U.S. government has designated the month of May as Asian American and Pacific Islander Heritage Month, celebrating the achievements and contributions of Asian Americans and Pacific Islanders (AAPI) in the United States. Given the diverse population within Forest Park, and the ever-growing Asian population, we would like to recognize a few in our community for their efforts on behalf of the City.

Name of Business: South Atlanta Asian Community Center

Name of Owner: Phong Duong

Name of Business: GA Best Country Donuts LLZ

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Name of Business: Beauty Bar & Nails

Name of Owner: Thu Le

Name of Organization: Truc Lam Temple at Forest Park

Name of Volunteer: Hue Nguyen

Cost: \$ Variable

Budgeted for: Yes No

Financial Impact:

N/A

Action Requested from Council: Approve the ordinance

File Attachments for Item:**4. Proclamation recognizing National Immigrant Heritage Month – Executive Office****Background/History:**

Since June of 2014, Immigrant Heritage Month has given people across the United States an opportunity to annually explore their own heritage and celebrate the shared diversity that forms the unique story of America. It's also a chance to highlight the important role of immigration in the U.S. and recognize the many contributions immigrants have made to our country. In Forest Park, we recognize that our diversity is our strength and that immigrants and their children are making cultural, economic, and political contributions every day. Join us in celebrating our immigrant communities.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Proclamation recognizing National Immigrant Heritage Month– Executive Office

Submitted By: Ricky L. Clark, Jr., City Manager

Date Submitted: May 30, 2023

Work Session Date: June 5, 2023

Council Meeting Date: June 5, 2023

Background/History:

Since June of 2014, Immigrant Heritage Month has given people across the United States an opportunity to annually explore their own heritage and celebrate the shared diversity that forms the unique story of America. It's also a chance to highlight the important role of immigration in the U.S. and recognize the many contributions immigrants have made to our country. In Forest Park, we recognize that our diversity is our strength and that immigrants and their children are making cultural, economic, and political contributions every day. Join us in celebrating our immigrant communities.

Cost: \$

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

Financial Impact:

Action Requested from Council:



CITY OF
FORESTPARK

PROCLAMATION

WHEREAS: Throughout our nation’s history, generations of courageous immigrants from around the world have helped build the American economy, while also influencing the unique character of communities across the United States, and;

WHEREAS: According to the American Immigration Council, the State of Georgia is home to nearly 1.1 million immigrants, making up approximately 11 percent of the state’s total population, and;

WHEREAS: Each year, immigrants from coast to coast successfully launch new businesses that generate millions of jobs in America, and they are also employed in every major industry, including healthcare, public service, education, engineering, construction, agriculture, manufacturing, hospitality, and countless others, and;

WHEREAS: Despite these and many other incredible contributions, the role of immigrants in building and enriching our nation has frequently been overlooked and undervalued throughout our history – a trend that remains to this present day, and;

WHEREAS: Immigrants are tireless leaders not only in securing their own rights and access to equal opportunities, but have also campaigned to create a fairer and more just society for all those seeking to live the American Dream.

NOW, THEREFORE BE IT RESOLVED, the City Council of Forest Park hereby recognizes June 2023 as Immigration Heritage Month and honors the immeasurable contributions that have been made by immigrants here in Clayton County, as well as throughout the entire country.

IN WITNESS WHEREOF, we have hereunto set our hand on this **5th** day of June 2023 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:

5. Council Approval of Council Work Session and Regular Meeting Minutes from May 15, 2023 - City Clerk



CITY COUNCIL WORK SESSION

Monday, May 15, 2023 at 6:00 PM
 Council Chambers and YouTube Livestream

MISSION STATEMENT

It is the mission of the City of Forest Park to enhance, strengthen, and grow our city by collaborating with our community to provide the highest level of service. Striving to be recognized as a diverse community that values and respects all members. We will strive to provide fair, professional, and courteous service through transparency and open communication. As we work to achieve this mission, we will have integrity beyond reproach while employing fiscal discipline and innovation. In this work there are no praises and raises for mediocrity.

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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
 S. Diane White, City Clerk
 Mike Williams, City Attorney

DRAFT MINUTES

CALL TO ORDER/WELCOME: The meeting was called to order by Mayor Pro-Tem Kimberly James at 6:00pm

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		✓

Javon Lloyd, PIO Officer, Jeremi Patterson, Deputy Finance Director; Arthur Geeter, Purchasing; LaShawn Gardiner, Director Planning & Community Development; Shalonda Brown, HR Director; Diane Lewis, Deputy HR Director; Bobby Jinks, Public Works Director; Nigel Wattley, Deputy Public Works Director; Bruce Abrahams, Director Economic Development; Latosha Clemons, Fire Chief; David Halcome, Police Chief; Brandon Criss; Deputy Police Chief; James Shelby, Project Manager.

CITY MANAGER'S REPORT:

The City Manager 's report is attached:

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 enter in Executive Session for Personnel, Litigation or Real Estate matters at 6:07pm.

Motion made by Councilmember Mears, Seconded by Councilmember Gutierrez.

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

It was moved to reconvene back into the Council Work Session at 7:09pm

Motion made by Councilmember Mears, Seconded by Councilmember Gutierrez.

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

ADJOURNMENT:

It was moved to adjourn the Council Work Session at 7:09pm

Motion made by Councilmember Mears, Seconded by Councilmember Antoine.

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

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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
S. Diane White, City Clerk
Mike Williams, City Attorney

DRAFT ACTIONS MINUTES

CALL TO ORDER/WELCOME: The meeting was called to order by Mayor Pro-Tem Kimberly James at 7:10pm

INVOCATION/PLEDGE: The invocation and pledge were given by Pastor Cook.

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		✓

Javon Lloyd, PIO Officer, Jeremi Patterson, Deputy Finance Director; Arthur Geeter, Purchasing; LaShawn Gardiner, Director Planning & Community Development; Shalonda Brown, HR Director; Diane Lewis, Deputy HR Director; Bobby Jinks, Public Works Director; Nigel Wattley, Deputy Public Works Director; Bruce Abrahams, Director

Economic Development; Latosha Clemons, Fire Chief; David Halcome, Police Chief; Brandon Criss; Deputy Police Chief; James Shelby, Project Manager.

PRESENTATIONS:

1. **Municipal Leader – Diversity, Equity & Inclusion Certificate Program** – Forest Park Fire Chief Latosha Clemons & Human Resources Director Shalonda Brown

Kay Love from GMA presented Fire Chief Latosha Clemons and Human Resources Shalonda Brown with certificates of completion of the Municipal Leader – Diversity, Equity & Inclusion Program. Council and City Manager took a photo with the recipients.

Battalion Chief Joe Baker commended Sgt. Brittney Sparks, Officer Sharaya Bailey and Officer Paris Thomas for their compassion and patience in handling a potential suicide victim last week. Council, City Manager, Fire Chief Clemons, and Police Chief Criss along with the officers took a photo.

2. **Proclamation for National Public Works Week** – Executive Offices

City Manager, Rickly L. Clark read the proclamation declaring May 21-27 as National Public Works Week and City Manager and Council took a photo with Bobby Jinks and all Public Works' employees that were in attendance.

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

There were two (2) Speakers for Public Comments:

LaWanda Folami – Wanted to do a reflection on Diane Lunsford who transitioned last week. Also, the previous mayor's mother-in-law transitioned this morning. In 2014 when we first purchased the army base, I sat in this room many nights, only the board and myself. They went back and forth and negotiated, and now we own the land. I was a witness here last week when economic development, Erica Rocker, Chief Clemmons, and others rejoiced. I know Ms. Lunsford is rejoicing because she was waiting for that fire department to come to the army base. There were so many businesses out there with no fire department, other than the one on Jonesboro Rd.

She gave a shout out to Captain Davis, Deputy Sandra Johnson, who partnered with the Clayton County Library branches to partnership for the literacy coming up this summer. You see me with this Rumors tee shirt on, Mr. David, he is a big supporter of me and this community. He goes above and beyond, and I would like you all to purchase a tee shirt, so I can continue to get this sponsorship we need. This is Mental Health Month, please get your family evaluated. Shout out to Virginia Ford, Executive Director Chair for Mental Health. Shout out to Station 3, it is awesome, and the money is reflecting it.

Carl Evans – Condolences to Diane Lunsford, her service will be later this month. Art Melton went to be with the lord yesterday morning, so let us lift the Lockhart family up. I have had the privileges to work with the police department, fire service, and public works on many occasions. I will put them up against any agency around. We have some dedicated people, rain sleet or snow, they are doing what needs to be done, to serve the citizens. I have spoken with Mr. Clark and told him; I am totally behind his "One Forest Park". I am looking forward to unity and bringing this city back together and getting away from the divide we have going on right now. Let us be not only the largest city in Clayton County but be the very best in the State of Georgia.

Ms. Evans – Thanked the city council and the city manager, the director of public works and the public work guys. I was at a meeting last month complaining about the speeding on Puckett Street. Last week I saw a speed trailer had

cut it down. We had Atlanta ATL Speedway on Puckett, because that is the one that does not have speedbumps. I want to thank each one of you. I am not afraid to cross the street anymore.

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

It was moved to adopt the Council Agenda as printed.

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

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

APPROVAL OF MINUTES:

3. Council Approval of Council Work Session and Regular Meeting Minutes from May 1, 2023 - City Clerk

It was moved to approve the Council Work Session and Regular Meeting Minutes from May 1, 2023.

Motion made by Councilmember Antoine, Seconded by Councilmember Mears.

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

CLOSING COMMENTS BY GOVERNING BODY:

Councilmember James – I would like to take a moment of silence to remember Ms. Lunsford and our former mayor mother-in-law or anyone going through bereavement. This was a fulfilling meeting and was all about our staff and the things you have done in the community. We thank you for everything you do in our community. I want to remind everyone that I have a ward meeting that I do once a month. It will be this Thursday, at 5pm, at 696 Main Street. As Councilwoman Wells said, Saturday is a big day. We have our class of 2023, that will be parading around the city, starting at 11:00 and will end up at Kiwanis Stadium. There will be food trucks and bouncy houses out there, and is an event for the whole community, and class of 2023. Tomorrow at 6:00 is the baccalaureate ceremony for our seniors. If you think about it say a word of prayer for them, as they transition into a new life of being an adult. Graduation is May 24th. and we are so proud of them and what they have accomplished. There will be over 310 students graduating in 2023, from Forest Park High School. Mr. Jones is the band director, and the students of Forest Park nominated him. Fox Five received so many great letters about Mr. Jones, and he was the winner out of the top five people. He received \$500.00 and the school received \$2500.00. The band will be performing on Saturday, so come on out.

Councilmember Antoine – Ward 2, I love you, we are looking good. Happy Mother's Day, God Bless.

Councilmember Gutierrez – That story was beautiful, chief. Highlighting that story, showing more empathy and love is just what our employees need. Happy Mothers' Day to all the moms, it was hard for me, because I just lost my mom. We had a great turnout at our middle school, for cleanup. Thanks for the public comments, I am always appreciative of you coming to let us know what to fix, but also the good things. Mr. Rashmir thanks for supporting Ms. Folami, he supported the bus trip for the band to go to Six Flags, and to Clayton. Thank you, Minister Cook, he brought out the whole gang, and those kids at the Rock Church worked. This was a great meeting; I am happy to see some young people here. To the employees of public work, congratulations. You make our city function every day, clean up everything and make it look beautiful, thank you for that. City manager, thank you for the great report.

Councilmember Akins Wells – Congratulation to our fire chief and Shalonda Brown. Thank you, Chief Baker, just as you spoke about them being passionate, you are the same way. You have dedicated a lot of years of service to the city. Thanks for recognizing the other team. Ms. Sparks, I wish she would have stayed, she grew up here and has always been passionate about everything she does. That means a lot and our employees should be recognized. I wish we could do just a little bit more than take a picture. Something they can feel, to let them know they are appreciated, and this is for all our departments. Mr. Clark, your city manager's report says a lot about your work ethics, he has hit the ground running. He is transparent and talks to us about everything, very open and honest and I thank God that you are here.

Mr. Rashmir, thank you. He has stepped up since his dad has been gone. Anytime we call he is there to support any initiative that we have going on. Thank you and the community really appreciates you. Public works, I do not think they get enough praise for what they do. When the pandemic was going on, the fire and police department got the money. Public works were the first ones to get called but did not get anything because they were considered nonessential. I think we need to change that, because they are essential, a lot of things that get done cannot get done without public work. Thank you all so much. On May 20th this Saturday, we will have the Forest Park Reunion. Come out, let us enjoy our community and each other. Congratulations to all the graduating seniors.

Councilmember Mears- I want to congratulate the public works department. I want everyone to make an effort to go over to Fort Gillem and see our beautiful fire station. We are fortunate to have a dedicated police, fire and public works department in the City of Forest Park. Thank you for what you have done and always will do. Mr. Willie Finch has been a pillar in the community, a little longer than I have. I think we need to recognize our senior citizens, for coming to the meetings every month and still participating in helping to build the city that they love. If I can remember I will try and pick someone at the meetings of age, that makes a special effort to be here. Mr. Jones, from Forest Park High School was on television and received an award and should be recognized. We should be proud of our school.

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

There was no Executive Session

ADJOURNMENT:

It was moved to adjourn the Regular Meeting at 7:51pm.

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

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

File Attachments for Item:

6. Council Approval of Cloud Based Camera System for Public Safety Building – IT Department



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Cloud based camera system for Public Safety Building – IT Department

Submitted By: Josh Cox, IT Director

Date Submitted: May 25th, 2023

Work Session Date: June 5th, 2023

Council Meeting Date: N/A

Background/History:

The new Public Safety Building needs to have security cameras added. I am recommending a proposal for Verkada cloud-based cameras. These are very high-quality cameras that provide remote access for better security, have both on premise and cloud-based storage, and Verkada excellent 24x7 support for any issues. This would be a 3-year agreement which includes unlimited cloud storage, 14 high quality exterior cameras, and a 10-year hardware warranty with next day RMA's.

Cost: \$ 20,826.26

Budgeted for: Yes No

Financial Impact: 20,826.26 cost over 3 years.

None

Action Requested from Council: I am asking for approval to enter into a 3 year agreement to implement this video security system for our new public safety building.

Intro to

Physical Security from Verkada

Item # 6.



Page 25



Our Suite of Cloud - Based Solutions

Modernize your building's approach to physical security and awareness in an all-in-one solution.



Camera

Powerful onboard processing to bring simplicity and speed to your investigations.

Access Control

Plug-and-play access control solution built for ease of use and limitless scale.

Environmental Sensor

Data-driven insights for monitoring changes across your environment.

Alarms

Cloud-managed intrusion detection with 24-7 professional monitoring.

Guest

Personalize the check-in experience for all types of visitors while integrating with cameras and access control.

Mailroom

Intuitive app and dashboard to track shipments and help ensure deliveries get to the right people.

Intercom

Seamless talk-down and unlock capabilities to help ensure delivery arrival.



Controlled Total Cost of Ownership

Transparent pricing, 10-year warranty
and best in class support

License Overview

- No hidden costs - predictable renewal costs
- 10-year warranty on all hardware; next day RMAs
- Best-in-class technical support
- No ongoing maintenance costs
- No ongoing software costs
- Automatic firmware updates
- Unlimited users
- Predictable renewal costs

Item # 6.



Hardware
(Up to 365 Days of Local Storage)



License
1,3,5, 10-Year License

Page 27



Pricing

Transparent pricing, 10-year warranty
and best in class support

Item # 6.

Total Price 3 year (HW & SW) (Discounted):	20,826.26
List Price (HW & SW):	27,510.00
% Discount off List Price:	24.30%
\$ Savings w/ Discount:	6,683.74

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February 13, 2023

Verkada Inc.
406 E. 3rd Ave
San Mateo, CA 94401

To whom it may concern:

Verkada Inc. (“Verkada”) has built a unique end-to-end, cloud managed security platform for monitoring and managing physical security. The Verkada integrated platform offers comprehensive solutions across video security (cameras), access control (door controllers and readers), environmental sensors (air quality monitoring), alarms (wired and wireless sensors, wired alarm panel, and wireless hub, as well as packaged monitoring offerings), visitor management, mailroom management, and video door intercoms. This platform includes a number of unique features, such as up to 365 days of continuous on-camera storage, a full range of indoor and outdoor cameras with night vision (dome, mini, bullet, split, and fisheye models), infrared LED isolation on 4K dome camera models, an offline mode that allows a user to view live streams via a viewing station even in the event of an internet outage, and security screens for visitors. Verkada provides native integration across all of those applications, including security cameras, access control, environmental sensors, alarms, visitor management, mailroom management, and video intercoms.

Verkada is the only manufacturer of cloud-managed physical security solutions with all of those features. These products are designed, manufactured, and sold exclusively by Verkada through our partner resellers, and Verkada holds various intellectual property rights in and to its products.

If you desire additional information, details on Verkada’s products and services are available on our website at <https://www.verkada.com>. You may also review our most up to date list prices at <https://www.verkada.com/pricing>.

Thank you for your interest in our products — we look forward to working with you.

Best regards,

Brandon Davito

VP Product and Operations

File Attachments for Item:

7. Council Approval of GDOT Maintenance Contract – Legal and Police



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Approval of GDOT Maintenance Contract – Legal and Police

Submitted By: Michael Williams

Date Submitted: May 31, 2023

Work Session Date: June 5, 2023

Council Meeting Date: June 5, 2023

Background/History:

The City has previously authorized the acquisition and installment of Flock license plate reader cameras in July of 2022. Some of the cameras will be installed on polls owned or maintained by GDOT and in GDOT right-of-way. GDOT requires that the City enter into the attached maintenance agreement in order to do so. Staff has reviewed the agreement and recommends approval.

Cost: \$ No additional cost

Budgeted for: Yes No

Financial Impact:

The City has already budgeted for the acquisition and installment of the cameras.

Action Requested from Council:

Approval of agreement.

RIGHT OF WAY MAINTENANCE AGREEMENT (LOCAL GOVERNMENT ONLY)

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

Forest Park Police Department

PROJECT ID # N/A

PERMIT ID # ALPR-063-00003-7

STATE ROUTE: 3,54,160,331, MP Various to MP Various

THIS AGREEMENT made and entered into _____ (“Effective Date”) by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter referred to as “**DEPARTMENT**”, and **Forest Park Police Department** hereinafter referred to as “**LOCAL GOVERNMENT**” (the **DEPARTMENT** and the **LOCAL GOVERNMENT** are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, the **DEPARTMENT** desires to enter into a partnership to perform certain services relating to maintenance within **DEPARTMENT’S** right of way, hereinafter called the “**PROJECT**”, and

WHEREAS, the **PROJECT** is associated with a permit approved and issued by the **DEPARTMENT**, permit identification number (PERMIT ID #), # **ALPR-063-00003-7**, which is referenced above and in **Exhibit A, MAINTENANCE AGREEMENT (MA) WORK PLAN**, and is hereby incorporated into this Agreement as if fully restated herein; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it shall bear all costs and liability associated with the **PROJECT**; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it is qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representation.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the Parties hereto that:

ARTICLE I SCOPE OF PROJECT

The **DEPARTMENT** authorizes the **LOCAL GOVERNMENT** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section(s) of the **DEPARTMENT'S** rights of way. This Agreement does not provide the **LOCAL GOVERNMENT**, by implication or otherwise, any right, title or interest in or to the **DEPARTMENT'S** right-of-way in general nor to the **PROJECT** area specifically, except the right to conduct the **PROJECT** work set forth in the **MAINTENANCE AGREEMENT (MA) WORK PLAN (Exhibit A)** in accordance with the terms and conditions of this Agreement.

The maintenance duties and responsibilities of the **LOCAL GOVERNMENT** are defined set forth in **Exhibit A**, which is attached hereto and incorporated by reference as if fully set out herein. The **DEPARTMENT** grants to the **LOCAL GOVERNMENT** the right to maintain that specific section(s) of **DEPARTMENT** right-of-way located in CLAYTON County, as more particularly described in **Exhibit A**.

The **LOCAL GOVERNMENT** shall abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control and the standards for all **PROJECT** activities. Equipment or materials utilized for the **PROJECT** must be moved on or across a traveled right of way in a manner as not to unduly interfere with traffic.

Should the **LOCAL GOVERNMENT** desire that these maintenance services be performed by a third party, the **LOCAL GOVERNMENT** and the third party shall enter into an agreement, whereby the **LOCAL GOVERNMENT** shall assume all responsibility for repayment to the third party for those services rendered as set forth in Exhibit A. The Agreement between the **LOCAL GOVERNMENT** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, as set forth by the **DEPARTMENT**. All liability associated with the **PROJECT** shall be borne by the **LOCAL GOVERNMENT** and any third parties, as set forth in Article VIII, herein.

In the event the **LOCAL GOVERNMENT** desires to perform any major maintenance activities, including significant landscaping, installation or significant repair of fencing/site furnishings/murals/signs/walls/lighting, or any other activities that may interfere with traffic or pedestrian flow within the right of way **PROJECT** limits, the **LOCAL GOVERNMENT** understands and agrees that it shall apply for and obtain a permit in accordance with the current edition of the **DEPARTMENT'S**

Driveway & Encroachment Control Manual prior to performance, and execute a separate agreement with the **DEPARTMENT** associated specifically with such permit.

ARTICLE II
EXECUTION OF AGREEMENT AND AUTHORIZATION
TIME OF PERFORMANCE

The **LOCAL GOVERNMENT** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement, unless noted otherwise in **Exhibit A**.

The duration of this Agreement shall be for fifty years from the Effective Date unless terminated sooner by the **DEPARTMENT** or the **LOCAL GOVERNMENT**, subject to the requisite triennial renewal of the Automated License Plate Reader (ALPR) permit, PERMIT ID # **ALPR-063-00003-7.**, pursuant to the rules set forth in the **DEPARTMENT's Regulations for Driveway & Encroachment Manual**. In the event the ALPR permit is not renewed, this Agreement shall immediately terminate (see Article IX).

In Process
ARTICLE III

SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any Party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the Parties. It is understood, however, that the **LOCAL GOVERNMENT** shall not engage in any activities or conduct any work which would be considered to be outside the **PROJECT** scope of the permission granted to the **LOCAL GOVERNMENT** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the work may be made by written notification of such change by any Party with written approval by the other Parties.

**ARTICLE IV
ASSIGNMENT**

It is understood by the **LOCAL GOVERNMENT** that the work is considered personal and, except as provided for in Article I, the **LOCAL GOVERNMENT** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

In Process

ARTICLE V
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in **CLAYTON** County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this Agreement shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

ARTICLE VI
INSURANCE

1. It is understood that the **LOCAL GOVERNMENT** (indicate by checking which is applicable):

is self-insured.

OR

shall obtain coverage from the **LOCAL GOVERNMENT's** private insurance company or cause its consultant/contractor to obtain coverage. ACCORD COI

Prior to beginning the work, the **LOCAL GOVERNMENT** shall furnish to the **DEPARTMENT**, a copy of the certificates and endorsement page(s) for the minimum amounts of insurance indicated below in Section 2 of this Article VI of the Agreement.

2. Minimum Amounts. The following minimum amounts of insurance coverage from insurers rated at least A- by A.M. Best's and registered to do business in the State of Georgia:
- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
 - (b) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The **DEPARTMENT** shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
 - (c) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement. Failure by the **LOCAL GOVERNMENT** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and, if applicable, forfeiture of the Performance and Payment Bonds.
 - (d) Excess liability coverage. To achieve the appropriate coverage levels set forth in this Article

VII, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.

3. The **LOCAL GOVERNMENT** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. The insurance certificate must provide the following:
 - i. Name, address, signature and telephone number of authorized agents.
 - ii. Name and address of insured.
 - iii. Name of Insurance Company.
 - iv. Description of coverage in standard terminology.
 - v. Policy number, policy period and limits of liability.
 - vi. Name and address of **DEPARTMENT** as certificate holder.
 - vii. Thirty (30) day notice of cancellation.
 - viii. Details of any special policy exclusions.

4. The **LOCAL GOVERNMENT** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.

5. Waiver of Subrogation. There is no waiver of subrogation rights by either Party with respect to insurance.

ARTICLE VII

COMPENSATION

It is agreed that the **LOCAL GOVERNMENT** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between the **LOCAL GOVERNMENT** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, the **LOCAL GOVERNMENT** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the Parties.

Should the **LOCAL GOVERNMENT** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to the **LOCAL GOVERNMENT**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

ARTICLE VIII
RESPONSIBILITY FOR CLAIMS AND LIABILITY
LOCAL GOVERNMENT NOT AGENT OF DEPARTMENT

To the extent allowed by law, the **LOCAL GOVERNMENT** and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of **PROJECT** work under this Agreement, or due to any breach of this Agreement by the **LOCAL GOVERNMENT**, except to the extent of harm caused by the **DEPARTMENT** or its agents. These indemnities shall not be limited by reason of the listing of any insurance coverage.

The **LOCAL GOVERNMENT** further agrees that it shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements previously installed by or for the **LOCAL GOVERNMENT** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if the **LOCAL GOVERNMENT** caused the damage.

It is further understood and agreed that the **LOCAL GOVERNMENT**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX
TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this Agreement for just cause or convenience at any time by giving the **LOCAL GOVERNMENT** at least thirty (30) days written notice of such termination, unless there is imminent or serious danger to the public health, safety, or welfare or to property, or the ALPR permit associated with this Agreement (PERMIT ID **ALPR-063-00003-7**) is not renewed, in which case termination shall be immediate. Upon receipt of such notice of termination, the **LOCAL GOVERNMENT** shall discontinue and cause all **PROJECT** work under this Agreement to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination.

The **LOCAL GOVERNMENT** shall have the right to terminate this Agreement at any time by giving the **DEPARTMENT** at least thirty (30) days advance written notice, provided that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII. Termination initiated by the **LOCAL GOVERNMENT** shall be contingent upon the following, if applicable:

- (a) The **LOCAL GOVERNMENT**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LOCAL GOVERNMENT** at no cost to the **DEPARTMENT**.
- (b) The **LOCAL GOVERNMENT** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- (c) The **LOCAL GOVERNMENT** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- (d) The **LOCAL GOVERNMENT** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LOCAL GOVERNMENT**.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** agree that should the **LOCAL GOVERNMENT** fail to perform the maintenance activities as set forth in Exhibit A, the **DEPARTMENT** may require the **LOCAL GOVERNMENT** to remove, restore, and reimburse according to items “A”, “B”, “C”, and “D” above, as applicable, and then terminate the Agreement.

In Process

ARTICLE X

COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

1. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
2. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
3. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full.

ARTICLE XI
MISCELLANEOUS

1. **NON-WAIVER.** No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
2. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
3. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
4. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
5. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
6. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
8. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
9. Pursuant to O.C.G.A. Sec. 50-5-85, the **LOCAL GOVERNMENT** hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

10. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

**THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ON THE FOLLOWING PAGE.**

In Process

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, said Parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

_____(Seal)
Commissioner or designee

ATTEST:

Treasurer

In Process

LOCAL GOVERNMENT:

_____(Seal)

Name and Title: Ricky Clark

ATTEST:

Name and Title: _____

EXHIBIT A
MAINTENANCE WORK PLAN
ALPR PERMIT ID # ALPR-063-00003-7

Camera adjustments, solar panel cleaning, solar panel replacements, and camera replacements may be performed as needed at each location (listed below). Maintenance, if required, is to be done to Flock Safety specification by a Flock Safety Technician.

[Safety Technician]: [Tyler Webb/ 470-833-8280]

No.	State Route	Mile Marker	Coordinates		Location Description
1	SR 54	10	33.6161078096953	84.3498204349157	Jonesboro Rd SB @ Courtney Dr
2	SR 3	15	33.628910371377	84.3847972880876	Old Dixie @ Southpoint - NB
3	SR 54	12	33.6471138741604	-84.36487011323	Jonesboro @ Ruskin - NB
4	SR 160	54 Connector	33.6409434350626	-84.3540924245352	Thurman @ Conley
5	SR 331	0.5	33.6183571451741	-84.3958627721306	Forest Parkway @ Frontage Rd WB

[ENTER ANY ADDITIONAL SPECIFIC MAINTENANCE ACTIVITES TO BE PERFORMED, P
 APPLICABLE STANDARDS THE MAINTENANCE ACTIVITIES MUST MEET, MAPS, PLANS, ETC.
 THE LIMIT IS APPROXIMATELY 4,000 CHARACTERS]

File Attachments for Item:

8. Council Approval on Termination of Janitorial Contract – Legal and Procurement



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Approval of Termination of Janitorial Contract – Legal and Procurement

Submitted By: Michael Williams

Date Submitted: May 31, 2023

Work Session Date: June 5, 2023

Council Meeting Date: June 5, 2023

Background/History:

For the past year, Ascential Technologies has provided citywide janitorial services for all City buildings. The City issued an RFP for City Wide Janitorial Services on 02-16-2022. Acsential Technologies Inc. was the top ranked proponent as well as the lowest in cost. Unfortunately, the service was not up to the city’s standards. there have been widespread complaints about the quality of their work. After numerous attempts by the Public Works department and the Procurement Division to bring the deficiencies to their attention, complaints by several departments continued. The City is requesting we terminate this Janitorial contract with Acsential Technologies Inc. and assign this contract to Lorean Cleaning Services, a local company, on an emergency basis for the following departments: City Hall, Human Resources, Planning, Economic Development, and the Council House. The funding will be spread amongst the various departments, until Janitorial Services for the City are reprocured.

Cost: \$ TBD

Budgeted for: X Yes No

Financial Impact:

There should be no change in the cost of services during the interim period. However, the cost of new janitorial services will be determined after the RFP process is completed.

Action Requested from Council:

Approval of termination and authorization of new RFP process.

File Attachments for Item:

9. Council Approval of Resolution for City of Forest Park Medical Plan Renewal – Executive Office



CITY OF
FORESTPARK

City Council Agenda Item

Subject: City of Forest Park Medical Plan Renewal – Executive Office

Submitted By: Ricky L. Clark, Jr., City Manager

Date Submitted: May 30, 2023

Work Session Date: June 5, 2023

Council Meeting Date: June 5, 2023

Background/History:

Annually, staff works with our Broker for the purposes of renewing our medical premiums for the upcoming year. We are excited to report that this year, we are not experiencing an increase. By combining our plans all under Cigna, we are experiencing a significant decrease. The City Manager and the Human Resources Department have worked to ensure that all of our plans are completely funded. The attachment shows a breakdown of our renewal premiums and any applicable savings.

Cost: \$ _____ **Budgeted for:** _____ **Yes** _____ **No**

Financial Impact:

Action Requested from Council:

Council to approve renewal of medical premiums for upcoming fiscal year.

RESOLUTION NO.**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS FOR EMPLOYEE BENEFIT COVERAGES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE RELATED DOCUMENTATION AND CONTRACTS.**

WHEREAS, the Charter of the City of Forest Park provides the method under which the City Manager shall make purchases and enter into contracts on behalf of said City; and

WHEREAS, the Human Resources Department along with the City Administration have determined a need to continue with a comprehensive group insurance coverage plan for its employees and elected officials; and

WHEREAS, it will be necessary for the City Manager to execute certain documents, agreements, and make payment of any applicable fees, City contributions, and pre-tax deductions associated therewith; and

NOW THEREFORE BE IT RESOLVED as follows:

Section 1: The City Manager is hereby authorized to enter into new single or multi-year contracts with the following comprehensive group insurance providers for the plan year of July 1, 2023 to June 31, 202 and pay monthly premiums outlined in the attachment:

- Major Medical – Cigna (Local Plus, OAPIN & OAP)
- Dental – Cigna
- Vision – Cigna
- Life & AD&D – Lincoln
-

Section 2: If any section, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a decision of the court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and such remainder shall remain in full force and effect.

Section 3: This resolution shall be in full force and effect immediately upon and after its final passage.

SO RESOLVED, this _____ day of _____, 2023.

CITY OF FOREST PARK

Angelyne Butler, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Clerk

File Attachments for Item:

10. Council Approval of Peachtree Recovery Services – Executive Office



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Peachtree Recovery Services – Executive Office

Submitted By: Ricky L. Clark, Jr., City Manager

Date Submitted: May 25, 2025

Work Session Date: June 5, 2023

Council Meeting Date: June 5, 2023

Background/History:

The purpose of this memorandum is to request authorization for the City Manager to execute an agreement with Peachtree Recovery Services, Inc. (PRS) for the provision of property damage revenue recovery services to the City. Damage to city properties such as fire hydrants, pavements, signs, guardrails, athletic facilities, etc., occurs on a frequent basis. Usually, insurance companies set aside funds for such damages, but most local government agencies do not have the time and capacity to investigate such accidents internally.

The Georgia Municipal Association (GMA) partnered with PRS to create a revenue recovery program and negotiated the agreement on behalf of the cities of Georgia. Through this program, PRS accesses Georgia's traffic report database to capture all instances where an accident has occurred within the city limits to identify estimated damages. Based on the traffic accident reports, PRS initiates a claim on behalf of the City. The agency has the ability to identify and track down the responsible parties. After negotiating, settling, and resolving claims, PRS receives funds from the responsible parties (or insurance companies), retains a fee of seventeen percent (17%), and remits the remaining funds to the City every month.

City staff reached out to the cities of Hinesville, Calhoun, and Griffin to find out about their experience(s) with PRS. All the organizations responded with positive feedback about the services provided by PRS. PRS is also working with the cities of Atlanta, Savannah, Newnan, and Valdosta and local government agencies in Alabama, North Carolina, and Indiana. To identify all potential claims, PRS will review both current accidents and accidents within Georgia's four-year statute of limitations. The agreement has a three-year term, and the statute claims recovery is spread out over three years. PRS also sends monthly claims reports to identify all potential claims.

As part of the City Manager's 100-day action plan, Revenue Recovery remains one of the top efforts. These efforts will allow us to identify any missed revenue, unpaid revenue, policies, and code language that simply needs to be updated to reflect current trends more accurately.

This initiative along with others to come down the pipeline, will set the pace for future recovery efforts.

Cost: \$

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

Financial Impact:

Peachtree Recovery Services is predicting, at a minimum, \$40K that has not been recovered for the City of Forest Park. Upon approval, the City Manager will provide monthly updates to Council relative to recovery efforts.

Action Requested from Council:

The City Manager is requesting approval of this partnership.

Fixed Property Damage Claims Assessment

Objective: This assessment identifies the need to outsource your fixed property damage claims. The assessment includes only damage to city property caused by private citizens, companies, etc.

What type of damage is caused by traffic accidents?

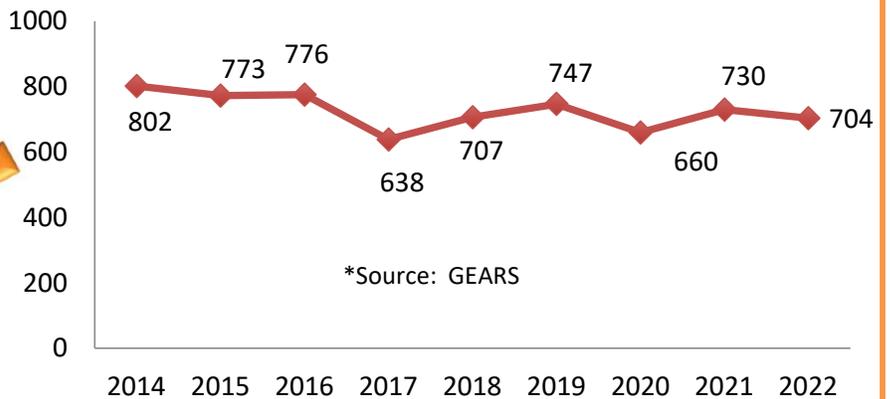
1. Signs
2. Guardrails
3. Intelligent Transportation Management System (ITMS) facilities
4. Lighting
5. Signals
6. Paving
7. Bridges
8. Drainage Structures
9. Hazmat incidents
10. Other Department property

How are these damages identified?

Most damage to city property is identified in police reports from traffic accidents. Insurance companies estimate the damage value and set money aside to pay the claim. Most cities don't make these types of claims but pursue only self-insured claims.

How many traffic accidents do you have per year?

Yearly Traffic Accidents



How many claims?

In 2022, your office should have reviewed 704 police reports to determine the number of possible claims. This would have resulted in the following scenario.

95 Damage Claims

54 Filed Claims

41 Paid Claims

There are numerous reasons why claims are not paid. PRS works to increase the success rate of claims using Lean/Six Sigma methodologies.

How much is this worth?

The average claim is valued at \$1060, which includes labor, material, travel, etc. for cleanup and repair.

41 Paid Claims

\$1060 Average cost per claim

\$42,691 Total 2022 Value of Claims

THERE'S MUCH MORE. In Georgia, claims have a 4 year statute of limitations. If you haven't been making these claims, we can go back 4 years to file these claims. Go to the next page to see what our contract offers .



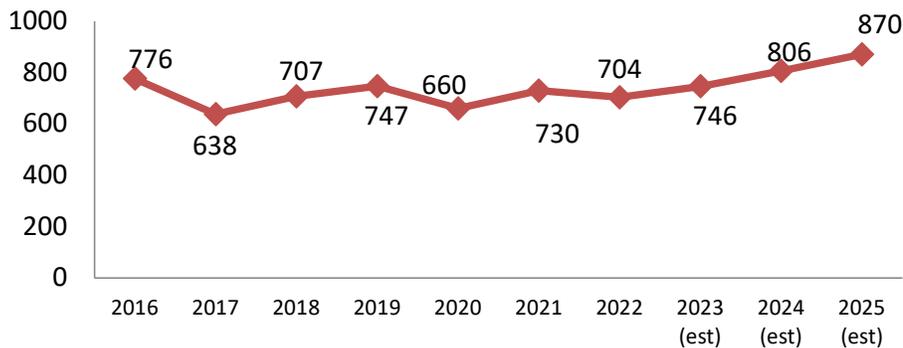
Fixed Property Damage Claims Assessment

CONTRACT VALUE. Now that you know the value of these claims in a single year, let's see what the typical 3 year contract with PRS would provide for your county's budget.

Future Accident Trends

We've made some projections for the future based on previous trends. Here's what to expect.

Projected Traffic Accidents



Why a 3 Year Contract?

PRS engages in 3 year contracts to ensure we recover as much money as we can. This includes not only the yearly claims but also the 4 year statute claims.

We provide you:

1. Yearly recovery for 3 years.
2. 4 year statute claims recovery (spread out over three years)

A CONTRACT STARTING IN 2023

Using the projections above to get the three year recovery, we can assess the potential value of a contract with PRS.

Year	4 Year Statute				3 Year Contract		
	2018	2019	2020	2021	2022	2023 (est)	2024 (est)
Traffic Accidents	707	747	660	730	704	746	806
Damage Claims	85	87	90	93	95	98	101
Filed Claims	48	49	51	52	54	55	57
Paid Claims	36	37	38	39	41	42	43
Value of Claims	\$ 38,170	\$ 39,315	\$ 40,495	\$ 41,710	\$ 42,961	\$ 44,250	\$ 45,577

4 Year Statute Recovery

\$159,690

Annual Recovery (3 yrs)

\$132,788

\$292,477

Total Potential Value of Contract (est)

Note: You don't pay us for our services. We keep a small % of the amount we recover.



File Attachments for Item:

11. Council Approval for Amendment of City Holiday Ordinance - Executive Offices / Legal



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Amendment of City Holiday Ordinance- Executive Offices / Legal

Submitted By: Michael Williams

Date Submitted: May 23, 2023

Work Session Date: June 5, 2023

Council Meeting Date: June 5, 2023

Background/History:

This house-keeping ordinance merely amends the City Code to provide that the City shall observe those legal holidays designated by the governing body, by resolution entered upon the minutes.

Each December, the City Council approves the holiday schedule for the following calendar year. This ordinance memorializes the City’s existing practice into the Code while also giving the City the flexibility to examine the calendar each year to take into account situations such things as when holidays fall on weekends or City Council meeting days.

Cost: \$ Variable

Budgeted for: X Yes No

Financial Impact:

There is no new additional cost to the City as a result of this ordinance since the Council had already budgeted for a certain number of paid holidays for employees.

Action Requested from Council: Approve the ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF FOREST PARK, GEORGIA WITH RESPECT TO CITY HOLIDAYS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WITNESSETH:

Be it ordained by the Governing Body of the City of Forest Park, Georgia as follows:

SECTION 1. That Section 2-4-2 of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleting said Section in its entirety and inserting in lieu thereof a new Section 2-4-2 as set forth as follows:

“Sec. 2-4-2. - Official holidays for city employees.

The city shall observe those legal holidays designated by the governing body, by resolution entered upon the minutes.”

SECTION 2. Intention of the Governing Body. It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Forest Park, Georgia, and the sections of the ordinance may be renumbered to accomplish such intention.

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

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. Codification and Severability.

(a) It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were upon their enactment believed by the City Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the City Council that to the greatest extent allowed by law each and every section, paragraph, sentence, clause or phrase of this ordinance is severable from every other section, paragraph, sentence, clause or phrase of this ordinance. It is hereby further declared to be the intention of the City Council that to the greatest extent allowed by law no section, paragraph, sentence, clause or phrase of this ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this ordinance.

(c) In the event that any section, paragraph, sentence, clause or phrase of this ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the

valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the ordinance and that to the greatest extent allowed by law all remaining Sections, paragraphs, sentences, clauses, or phrases of the ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 6. Repeal of Conflicting Provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 7. Effective Date. This ordinance 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.

SO ORDAINED this 5th day of June, 2023.

Mayor Angelyne Butler

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney