



CITY COUNCIL WORK SESSION

Monday, November 21, 2022 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.

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

Dr. Marc-Antonie Cooper, City Manager
S. Diane White, City Clerk
Mike Williams, City Attorney

AGENDA

VIRTUAL NOTICE

DISCLAIMER: For in-person attendance, all CDC requirements of Masks and Social Distancing is recommended.

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:

ROLL CALL - CITY CLERK:

CITY MANAGER'S REPORT: Dr. Marc-Antonie Cooper, City Manager

NEW BUSINESS:

- 1. Council Discussion on a Resolution & Agreement with the Atlanta Regional Commission to Update City's Comprehensive Plan – Planning & Community Development Department**

Background/History:

To request assistance from the Atlanta Regional Commission to update the Comprehensive Plan by October 31, 2023.

- 2. Discussion to Execute a Non-Residential Gas Extension Contract with Atlanta Gas Light Company for the new Public Safety Building at Gillem - Department of Planning and Community Development**

Background/History:

Background/History: Atlanta Gas Light Company will construct, own, operate and maintain a service line of suitable capacity from its main gas line to the new Public Safety Building at Gillem. The signed contract will allow Atlanta Gas Light Company to prepare for construction and move forward with ordering materials and installation.

- 3. Council Discussion on Upgrading the Chamber AV System – IT Department**

Background/History:

Over the course of the past few months, we have experienced unexpected issues with the AV equipment in the council chambers. Most of the equipment is relatively new as it was upgraded a couple of years ago. Upon investigation of the AV issues we have experienced, it seems the most recent upgrade was completed with some limitations due to budget constraints at the time. This is impacting the quality and performance of the system today. I am asking for additional funds be added to the budget to complete the upgrades and updates needed to resolve the AV issues.

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. Council Discussion on a Resolution & Agreement with the Atlanta Regional Commission to Update City's Comprehensive Plan – Planning & Community Development Department

Background/History:

To request assistance from the Atlanta Regional Commission to update the Comprehensive Plan by October 31, 2023.

**DEVELOPMENT OF LOCAL COMPREHENSIVE PLAN
AGREEMENT**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2022 by and between the Atlanta Regional Commission (ARC) of Atlanta, Georgia, and the City of Forest Park, a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, Regional Commissions were created by the State of Georgia in order to assist local governments on a regional basis and to develop, promote, and assist in establishing coordinated and comprehensive planning in the state; and

WHEREAS, as the Regional Commission for the 11-county Atlanta Region, ARC has been mandated to undertake certain regional responsibilities under the Georgia Planning Act of 1989 (as amended), and does agree to perform prescribed services to local governments; and

WHEREAS, the City of Forest Park is required to update its Local Comprehensive Plan by October 31, 2023, according to the schedule set by the Georgia Department of Community Affairs (DCA); and

WHEREAS, the City of Forest Park has requested assistance from ARC to update its Local Comprehensive Plan under the requirements set by the Minimum Standards and Procedures for Local Comprehensive Planning found in Chapter 110-12-1 of the DCA Rules, under the Georgia Planning Act (as amended); and

WHEREAS, ARC and the City of Forest Park believe it is mutually beneficial for both parties that the City of Forest Park, as part of the ARC, maintains its Local Comprehensive Plan; and

WHEREAS, ARC agrees to provide assistance for development of the City's update of its Local Comprehensive Plan;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Duties of the ARC. In addition to those services outlined in Attachment A: Scope of Work, attached hereto and incorporated by reference herein, ARC agrees to perform the following services:
 - a. Provide a project manager to coordinate with local government staff and ensure that the project is moving forward in a timely manner.
 - b. Attend Project Management Team meetings with local government staff.
 - c. Update the Community Vision/Goals Element from the existing Comprehensive Plan if requested.
 - d. Update the Needs and Opportunities Element from the existing Comprehensive Plan.

- e. Update the Land Use Element from the existing Comprehensive Plan, if requested.
 - f. Update the Broadband Element from the existing Comprehensive Plan.
 - g. Review any adopted HUD Consolidated Plan, Local Comprehensive Transportation Plan (CTP), Regional Transportation Plan/Transportation Improvement Program (RTP/TIP), Economic Development Plan, and other plans as needed, and integrate same with applicable elements of the Comprehensive Plan as appropriate.
 - h. Provide input on the Report of Accomplishments and the new five-year Community Work Program developed by local government staff.
 - i. Provide input on the Capital Improvement Element (CIE) Annual Update developed by local government staff (only applicable if the community has an approved CIE).
 - j. Present at, attend, or support the two (2) DCA-required public hearings (one at kick-off and one prior to transmittal for regional and state review), if requested.
 - k. Facilitate a maximum of two (2) Steering Committee meetings, one (1) to be held in-person and one (1) to be held virtually.
 - l. Facilitate a maximum of one (1) public engagement event, to be held either in-person or virtually and, if at all possible, attached to an existing/scheduled community event.
 - m. Provide an online public engagement portal and/or survey, hosted by ARC, to solicit plan input, if requested.
 - n. Provide language for official public hearing notices, if requested.
 - o. Provide advertisement and other public involvement materials, if requested.
 - p. Prepare the final plan document and other supporting materials and provide all project files to the local government.
 - q. Complete any plan revisions required by DCA following its state review process.
 - r. Complete a maximum of two (2) rounds of plan revisions or edits requested by the local government project manager, outside of any revisions required by DCA following its state review process.
2. **Duties of the City of Forest Park.** In addition to those duties outlined in Attachment A: Scope of Work, the City of Forest Park agrees to perform the following duties:
- a. Provide a staff point of contact throughout the process, to coordinate with ARC staff and ensure that the project is moving forward in a timely manner.
 - b. Ensure the staff point of contact participates as a member of the Project Management Team and attends Project Management Team meetings with ARC staff.
 - c. Complete a Report of Accomplishments showing the current status of each item in the Community Work Program from the existing Comprehensive Plan.
 - d. Develop a new five-year Community Work Program, with ARC input.
 - e. Develop a Capital Improvement Element (CIE) Annual Update (only applicable if the community already has an approved CIE), with ARC input.
 - f. Provide ARC a list of Steering Committee members, which must include a member of the governing authority (elected official) and representative of the local economic development community.
 - g. Provide a schedule for Steering Committee meetings, with ARC input.
 - h. Promote public awareness of the plan development process, including timely notice of, and invitations to, Steering Committee and public meetings.

- i. Provide locations for Steering Committee and public meetings that have heat/air conditioning, water, and electricity.
- j. Provide any food or beverages desired by the local government for Steering Committee and public meetings.
- k. Post timely notice of, and conduct, public hearings as required by the City's existing procedures.
- l. Provide timely notice to ARC of local government meetings that ARC staff should attend.
- m. Provide ARC with submittal deadlines for relevant City boards and committees at the beginning of the process.
- n. Ensure that the following timelines are met, for ARC to guarantee that the City will meet its DCA-designated Plan Update deadline and maintain Qualified Local Government (QLG) status with DCA:
 - i. Schedule a date for the First Required Public Hearing, as defined at Ch. 110-12-1-.04(1)(a) of the Minimum Standards and Procedures for Local Comprehensive Planning, within thirty (30) days of the signing of this Agreement (note that the meeting itself does not have to occur within those 30 days).
 - ii. Identify and confirm Steering Committee members within thirty (30) days of the signing of this Agreement.
 - iii. Schedule both Steering Committee meetings within thirty (30) days of the signing of this Agreement (note that the meetings themselves do not have to occur within those 30 days).
 - iv. Complete and provide to ARC staff a Report of Accomplishments, showing the current status of each item in the Community Work Program from the existing Comprehensive Plan, within thirty (30) days of the signing of this Agreement.
 - v. Accompany or host ARC staff on a tour (walking, biking or driving, as appropriate) of key areas of the community within thirty (30) days of the signing of this Agreement.
 - vi. Schedule the Second Public Hearing, as defined at Ch. 110-12-1-.04(1)(c) of the Minimum Standards and Procedures for Local Comprehensive Planning, on a date that provides sufficient time for the City to transmit the final draft Plan Update to ARC to begin the regional and state review process, no later than September 1, 2023.
 - vii. Ensure that any presentation(s) by ARC staff at the above-mentioned First and Second Required Public Hearings, take place first on the hearing or meeting agenda.

3. Time of Performance, Amendments, Modifications.

- a. This Agreement shall become effective upon execution by both parties and remain in effect until the completion of the project or termination by of the parties as provided below. Notwithstanding anything to the contrary herein, in no event shall the term of this Agreement exceed two (2) years from the effective date.

- b. Either party may terminate this Agreement upon thirty (30) days' written notice to the other parties, provided that the party requesting termination has provided notice and sufficient opportunity for remedy.
- c. Either party may request changes to this Agreement at any time by written notice to the other party's signatory of this Agreement. Such changes as are mutually agreed upon by and between the parties shall be incorporated in written amendments to this Agreement and executed in the same manner as this Agreement. This Agreement may only be modified by an instrument in writing executed by the City of Forest Park and ARC. Notwithstanding the foregoing, the City of Forest Park and ARC acknowledge that this Agreement may be revised or refined from time to time during its term. The parties agree to cooperate with each other by executing such documents as may be necessary to evidence such mutually agreeable modifications and refinements.

4. Rights in Documents, Materials, and Data Produced.

For the purposes of this Agreement, 'data' includes, but is not limited to, writings, sound recordings, photographs, films, videotapes, or other graphic representations and works of a similar nature. The City of Forest Park and ARC shall have the right to use same without restriction or limitation and without compensation to the other parties of the Agreement.

5. COVID-19 Precautions.

To ensure the safety of ARC staff and stakeholders with whom ARC engages during the planning process, ARC project managers shall work with local government staff to create public outreach and engagement techniques that follow all U.S. Centers for Disease Control and Prevention (CDC) guidelines. This shall apply to meetings, hearings, gatherings, and any other public engagement activities included in the plan development process.

6. Indemnification.

The City of Forest Park shall hold harmless and indemnify ARC, its officers, directors, and employees from and against losses, reasonable attorney's fees and costs, that may be based on any injury to persons or property caused by the negligent performance of services under this Memorandum of Agreement by the City of Forest Park or any person employed by City of Forest Park.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the date first above written.

Atlanta Regional Commission (ARC)

Attested, Assistant Secretary

Anna Roach, Executive Director

Witness:

The City of Forest Park

Municipal Clerk

Hon. _____, Mayor

Approved as to Form:

Recommended:

City Attorney

Approved:

Attachment A: ARC Comprehensive Plan Services Scope of Work

Pursuant to the Georgia Department of Community Affairs (DCA) Minimum Standards and Procedures for Local Comprehensive Planning (Chapter 110-12-1), a Regional Commission is required to prepare a **Basic Comprehensive Plan** for a local government upon request, during the community's regular planning due date cycle, at no additional cost to the community.

Per the Minimum Standards and Procedures at section 110-12-1-.02(7)(b) specifically, the Regional Commission is available to prepare the four core elements of the plan (i.e., the Community Goals, Needs and Opportunities, Broadband Element, and Community Work Program), or an alternative plan of similar or lesser complexity agreed upon under the alternative planning requirements outlined in section 110-12-1-.02(6).

Based on the foregoing, ARC will produce/provide the following for local governments, to constitute a **Basic Comprehensive Plan**.

- A Project Manager for the project
- Attendance at Project Management Team meetings
- Updates to the existing Community Vision/Goals from the existing Comprehensive Plan, if requested
- An analysis of the Needs and Opportunities facing the community, using ARC resources, local data, and input from community stakeholders
- An updated Land Use Element with Character Areas or standard future land use classifications, if requested
- An updated Broadband Element
- Review and analysis of any adopted HUD Consolidated Plan, Local Comprehensive Transportation Plan, Regional Transportation Plan/Transportation Improvement Program, Economic Development Plan, and other plans as needed, for integration into Comprehensive Plan Update as appropriate
- Input on the Report of Accomplishments and the new five-year Community Work Program developed by local government staff
- Input on the Capital Improvement Element (CIE) Annual Update developed by local government staff (only applicable if the community already has an approved CIE)
- Presentations/support/attendance at the two (2) required public hearings (one at kick-off and one prior to transmittal for regional and state review), if requested
- Facilitation of a maximum of two (2) steering committee meetings, one (1) to be held in-person at a location provided by the local government and one (1) to be held virtually
- Facilitation of a maximum of one (1) public meeting, to be held either in-person at a location provided by the local government or virtually and, if at all possible, attached to an existing/scheduled community event
- An online public engagement portal and/or survey hosted by ARC, if requested
- Language for official public hearing notices, if requested
- Advertisement and other public involvement materials to meet the above requirements
- The final plan document and other supporting materials from the process

- Any plan revisions required by DCA following its state review
- A maximum of two (2) rounds of revisions or edits requested by the local government project manager, outside of any revisions required by DCA following its state review process
- Assurance that the local government meets its DCA-designated Qualified Local Government (QLG) deadline if (a) the request for assistance is made to ARC in writing at least 12 months before the QLG deadline and (b) other key deadlines, as outlined below, are met

To ensure that the plan meets the needs of the local government and DCA's requirements, the local government requesting this service will be responsible to produce/provide the following:

- A dedicated and responsive point of contact throughout the process, to coordinate with ARC staff and ensure that the project is moving forward in a timely manner
- Local government staff attendance at Project Management Team meetings
- A Report of Accomplishments showing the current status of each item in the Community Work Program from the existing Comprehensive Plan
- A new five-year Community Work Program, with ARC input
- A Capital Improvement Element (CIE) Annual Update (only if the community already has an approved CIE), with ARC input
- A list of stakeholders for inclusion on the required Steering Committee, including a member of the governing authority (elected official) and representative of the local economic development community
- A schedule for Steering Committee meetings, with ARC input
- Public awareness, notice and invitations to Steering Committee and public meetings
- Locations for public meetings that have heat/air conditioning, water, and electricity
- Any food or beverages desired by the local government for Steering Committee and public meetings
- Posting of notices of public hearings as required by the community's existing procedures
- Timely notice to ARC of local government meetings that ARC staff should attend
- Notice to ARC, at the beginning of the process, of submittal deadlines for relevant local government boards and committees
- Assurance that the following timelines are met, for ARC to guarantee that the Local Government will meet its DCA-designated Plan Update deadline and maintain Qualified Local Government (QLG) status with DCA:
 - Schedule a date for the First Required Public Hearing, as defined at Ch. 110-12-1-.04(1)(a) of the Minimum Standards and Procedures for Local Comprehensive Planning, within thirty (30) days of the signing of this Agreement (note that the meeting itself does not have to occur within those 30 days).
 - Identify and confirm Steering Committee members within thirty (30) days of the signing of this Agreement.
 - Schedule both Steering Committee meetings within thirty (30) days of the signing of this Agreement (note that the meetings themselves do not have to occur within those 30 days).

- Complete and provide to ARC staff a Report of Accomplishments, showing the current status of each item in the Community Work Program from the existing Comprehensive Plan, within thirty (30) days of the signing of this Agreement.
- Accompany or host ARC staff on a tour (walking, biking or driving, as appropriate) of key areas of the community within thirty (30) days of the signing of this Agreement.
- Schedule the Second Public Hearing, as defined at Ch. 110-12-1-.04(1)(c) of the Minimum Standards and Procedures for Local Comprehensive Planning, on a date that provides sufficient time for the City to transmit the final draft Plan Update to ARC to begin the regional and state review process, no later than September 1, 2023.
- Ensure that any presentation(s) by ARC staff at the above-mentioned First and Second Required Public Hearings, take place first on the hearing or meeting agenda.

Note: The scope of work provided by ARC, as outlined above, exceeds the requirements of the Minimum Standards and Procedures for Local Comprehensive Planning at section 110-12-1-.02(7)(b), which stipulates that the Regional Commission must prepare the four core elements of the plan (i.e., the Community Goals, Needs and Opportunities, Broadband Element, and Community Work Program), or an alternative plan of similar or lesser complexity agreed upon under the alternative planning requirements outlined in section 110-12-1-.02(6).

Note: If the local government seeks to use consultants during the update, ARC will coordinate only with the primary local government contact and will only provide the items listed above to the local government.

Note: To ensure the safety of ARC staff and stakeholders with whom ARC engages during the planning process, ARC project managers will work with local government staff to create public outreach and engagement techniques that follow all federal, state and local guidelines. This will apply to meetings, hearings, gatherings, and any other public engagement activities included in the plan development process.

**STATE OF GEORGIA
COUNTY OF CLAYTON**

RESOLUTION _____

A RESOLUTION BY MAYOR AND COUNCIL OF FOREST PARK, GEORGIA TO REQUEST ASSISTANCE FROM THE ATLANTA REGIONAL COMMISSION (“ARC”) TO UPDATE THE LOCAL COMPREHENSIVE PLAN UNDER THE REQUIREMENTS SET BY THE MINIMUM STANDARDS AND PROCEDURES FOR LOCAL COMPREHENSIVE PLANNING PER CHAPTER 110-12-1 OF THE DEPARTMENT OF COMMUNITY AFFAIRS (DCA) RULES UNDER THE GEORGIA PLANNING ACT; AND FOR OTHER PURPOSES.

WHEREAS local governments are required to update their Local Comprehensive Plans within a specific timeframe as established by the Georgia DCA; and

WHEREAS the Comprehensive Plan or Master Plan is a long-range document that outlines a community’s goals and vision for future land use, development, and other community needs over a 20-year period; and

WHEREAS Comprehensive Plan updates usually cover a 5-year period; and

WHEREAS the City of Forest Park’s last Comprehensive Plan update occurred in 2018; and

WHEREAS, the City of Forest Park is required to update its Local Comprehensive Plan by October 31, 2023, according to the schedule set by the Georgia Department of Community Affairs (DCA); and

WHEREAS, as a member of the ARC, in the 11-county Atlanta Region it is beneficial for the City of Forest Park to enter into an agreement with the “ARC” to develop the City’s Comprehensive Plan update.

NOW THEREFORE, BE IT RESOLVED that the City of Forest Park City Council request assistance from the Atlanta Regional Commission to update its Local Comprehensive Plan.

Section 1. The Mayor and City Council of Forest Park, Georgia hereby authorizes the Atlanta Regional Commission to develop the Local Comprehensive Plan under the requirements set by the minimum standards and procedures for local comprehensive planning.

Section 2. The City of Forest Park will adhere to the development of local comprehensive plan agreement as well as the Scope of Work listed as Attachment A of the agreement.

Section 3. 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 4. This resolution shall be in full force and effect immediately upon and after its final passage.

SO RESOLVED, this _____ day of _____, 2022.

CITY OF FOREST PARK

Angelyne Butler, Mayor

ATTEST:

_____ SEAL
CITY CLERK

Approved as to form:

CITY ATTORNEY



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion on a Resolution & Agreement with the Atlanta Regional Commission to Update City’s Comprehensive Plan – Planning & Community Development Department

Submitted By: LaShawn Gardiner

Date Submitted: November 7, 2022

Work Session Date: November 21, 2022

Council Meeting Date: November 21, 2022

Background/History:

To request assistance from the Atlanta Regional Commission to update the Comprehensive Plan by October 31, 2023.

Cost: \$ 0

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

Financial Impact:

None

Action Requested from Council:

Approval of Agreement and Resolution

File Attachments for Item:

2. Discussion to Execute a Non-Residential Gas Extension Contract with Atlanta Gas Light Company for the new Public Safety Building at Gillem - Department of Planning and Community Development

Background/History:

Background/History: Atlanta Gas Light Company will construct, own, operate and maintain a service line of suitable capacity from its main gas line to the new Public Safety Building at Gillem. The signed contract will allow Atlanta Gas Light Company to prepare for construction and move forward with ordering materials and installation.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Discussion to Execute a Non-Residential Gas Extension Contract with Atlanta Gas Light Company for the new Public Safety Building at Gillem - Department of Planning and Community Development

Submitted By: James Shelby

Date Submitted: November 15, 2022

Work Session Date: November 21, 2022

Council Meeting Date: November 21, 2022

Background/History:

Background/History: Atlanta Gas Light Company will construct, own, operate and maintain a service line of suitable capacity from its main gas line to the new Public Safety Building at Gillem. The signed contract will allow Atlanta Gas Light Company to prepare for construction and move forward with ordering materials and installation.

Cost: \$ \$10,922.09

Budgeted for: Yes No

Financial Impact:

No financial impact to General Funds. The funds will come from the construction contract's contingency funds approved by the City Council for the construction of the Public Safety Building at Gillem.

Action Requested from Council:

Approval to Execute a Contract with Atlanta Gas Light Company to provide service lines and mains necessary to furnish permanent gas service to City of Forest Park for the new Public Safety Building at Gillem.



NON-RESIDENTIAL GAS EXTENSION CONTRACT

#816.01

811 no.

(BCA NO) 293730

STATE OF GEORGIA
COUNTY OF CLAYTON
DATE Oct 28, 2022

AFE NO.
APPLICANT CITY OF FOREST PARK
LOCATION 2090 Anvil Block RD Forest Park, GA 30297

MAILING ADDRESS 2090 Anvil Block RD Ellenwood, GA 30294

THIS AGREEMENT, entered into by and between Atlanta Gas Light Company, hereinafter called Company, and CITY OF FOREST PARK, GA. hereinafter called Applicant, witnesseth :

WHEREAS, Applicants owns, or occupies as lessee, certain property in Land Lot no. (none) of the district of CLAYTON County , Georgia, being No. 2090 Anvil Block RD in the city of Forest Park ; has made application for gas to be supplied by Company to above property; and

WHEREAS, facilities of Company are not now available; and Company is willing to make its facilities available to Applicant, subject to its Rules and Regulations as hereinafter referred to,

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived therefrom, the parties hereto bind themselves, their personal representatives, successors and assigns, as follows:

(1)Company will install gas facilities to serve Applicant in accordance with Rule 8 of Company's Rules and Regulations attached hereto, and made apart hereof. The Company will install gas facilities, substantially as configured in Attachment A, including 1 gas meter(s) to serve the total equipment load indicated in Schedule (A) at a delivery pressure of 2 #; Any changes to these facilities or their configuration required by the Applicant will be provided by the Company and paid for by the Applicant at the Company's current material and labor rates

(2) Applicant will install and commence using in a bona fide manner within six months after the date of the completion of the extension, and continue to so use for a period 1 years those appliances and the equipment indicated by Schedule A hereof, on which the Company has relied in computing the Estimated Annual Revenues and the allowable investment, as defined in Rule 8 B(1), for facilities allowed free to the Applicant and the advance, if any, to be paid by Applicant to Company.

(3)Within one year after the service is commenced to a Customer, the Company will determine if the Estimated Annual Revenues in accordance with Schedule A has been met.

(4)If based upon this determination, there is a lesser Allowable Investment than that originally granted, and a payment is required in addition to the prior payment by the applicant, if any, such additional payment shall be paid by the Applicant. The total payment(s), if any, by the Applicant shall not exceed the Estimated Cost to Serve indicated in Schedule A unless changes in facilities are required by the Applicant.

(5)Refunds of any payments, contributions or advances hereunder shall be made in accordance with Rule 8 B (4) (c). Refunds will be made if excess allowable investment applied to the refund is above that which is necessary to cover the cost of equipment and facilities of the additional customers. No refund will be made by the Company in excess of the amount advanced by the Customer or Customers nor after the lesser period of five (5) years or the period contracted for in (2). No refund will be given if a new main extension is required to serve these new customers.

(6)No assignment of this Agreement by applicant shall be effective unless prior written approval shall have been granted by Company.

(7)Two or more parties may make a joint advance on the same facilities extension. In such cases the total free length thereof will be considered to be the sum of the individual allowances that are applicable under the Rules and Regulations of the Company. The amount to be advanced by the members of the group shall be apportioned among them in such a manner as they shall mutually agree upon.

(8)Legal and equitable title to all mains, service lines and appurtenances installed under this Agreement shall be and remain in the Company, and the Company shall have the right, without the consent of, or any refund to, the Customer, (a) to extend the gas main or connect additional gas mains connections attached to such main or extended or connected gas mains.

(9)This Agreement is subject to all Rules and Regulations of the Company which are now or may hereafter be issued, approved or otherwise made effective, by the Georgia Public Service Commission, or by any other government body having jurisdiction with respect to the Company. References herein to certain portions of such Rules and Regulation, as they now exist, shall not be construed as exclusive, and all other portions in effect from time to time shall apply as fully as though they had been specifically referred to herein. The Company may rescind this offer if either party fails to execute the contract within 45 days of the day and year above.

(10)Applicant acknowledges that in executing this Agreement they have not relied upon any representation by the Company relating to the estimated completion date of the gas extension covered by this Agreement

Schedule A		
A	Estimated Cost To Serve	\$10,922.09
B	Estimated Annual Revenue	\$3,900.59
C	Contribution Required by Applicant	\$0.00
D	Total Required by Applicant	\$0.00
E	Contribution Amount Eligible For Refund	\$0.00
F	Customer Gas Equipment	

UseCode	Gas Equipment	CubicFeet/Hr
1	CLOTHES DRYER	45
1	COOKING EQUIP.	264
1	WATER HEATING	995
1	SPACE HEATING	760
1	GENERATOR	2188

IN WITNESS WHEREOF, the parties hereto set their hands on and affixed their seals.

BY _____
PRINT NAME _____
APPLICANT _____
WITNESS _____
DATE _____ TITLE _____

ATLANTA GAS LIGHT COMPANY

BY _____
TITLE _____ DATE _____
WITNESS _____ MARKETER _____

ATLANTA GAS LIGHT COMPANY
NON-RESIDENTIAL MAIN AND SERVICE EXTENSION RULE 8

Service Lines and Mains necessary to furnish permanent service to Applicants for Non-Residential Service within established service areas of the Company will be constructed by the Company in accordance with the following provisions:

A General

The Company will construct, own, operate and maintain gas Mains generally along public streets, roads and highways which the Company has the legal right to occupy and, at the Company's election, on public lands and private property across which rights-of-way satisfactory to the Company may be obtained without cost to the Company.

The Company will construct, own, operate and maintain a Service Line of suitable capacity from its Main to the Premises of the Applicant. All such Main and Service Line will be provided pursuant to the following provisions:

B. Extension of Main and Service

Subject to the limitations in C below, the Company shall provide up to the first 125 feet of Main and/or Service Line extension as well as Metering Equipment and Regulating Equipment to each Applicant's Billing Unit at no cost to the Applicant. These 125 feet of Main and/or Service Line and Metering Equipment and Regulating Equipment are in addition to the Allowable Investment as provided below:

1. Calculation of Allowable Investment Beyond the First 125 Feet of Main and Service Line

(a). The Allowable Investment in Main and Service Line, excluding Metering and Regulating Equipment, to be made by the Company without contribution or payment by the Applicant shall not exceed the Estimated Annual Revenues from the extension divided by the levelized annual carrying charge rate applicable to the investment.

(b). The levelized annual carrying charge rate shall be calculated by using the weighted average cost of capital as determined by the Commission in the Company's last rate proceeding adjusted for taxes and depreciation required to recover the Company's investment over the expected useful life of the Service Line. These costs will be discounted at the Company's after-tax rate of return.

(c). The Allowable Investment in Main and Service Line shall be based upon engineering cost estimates.

(d). The Applicant's Estimate Annual Revenues shall be determined by estimating the Dedicated Design Day Capacity plus the customer charge.

2. Contribution by Applicant

In the event that the Allowable Investment beyond the first 125 feet of Main and Service Line is not sufficient to cover the cost of the extension, the Applicant shall pay the excess costs.

3. Length and Location

(a) The length of Main required for a Main extension or the length of Service Line will be considered as the distance along the shortest practical route, as determined by the Company, from the Company's nearest Main, capable in the opinion of the Company of properly supplying the Applicant. Irrespective of the total Allowable Investment, the Company shall not be required to extend a Main or Service Line a greater distance than necessary in the judgment of the Company to serve an Applicant.

(b) The Service Line shall be of the size and type required to supply the principal requirements of the Premises served, and shall extend from the Company's Main to the first reasonably acceptable meter location as determined by the Company.

(c) The Company reserves the right to designate the locations and specifications for the main taps, Service Lines, curb cocks, meters and regulators and to determine the amount of space that must be left unobstructed for the installation and maintenance thereof. Applicant may request an alteration of such designation and, if consented to by the Company, the cost of such revised designation in excess of the cost of the original Company design shall be borne by the Applicant regardless of whether the length of Service Line laid as requested by Applicant comes within the Allowable Investment provided in this rule. Further, the Company may require Applicant to provide both power and phone lines to the location of such metering facilities.

4. Extensions Beyond the First 125 Feet of Main and Service Line

(a) Payment Provisions

The Applicant shall pay to the Company the excess cost of the extension beyond the first 125 feet of Main and Service Line, Metering and Regulating Equipment, and the Allowable Investment.

(b) Adjustment of Allowable Investment and Payments

(i) Within one year after service is commenced to a Customer, the Company will determine if the Estimated Annual Revenues determined in accordance with Section B(1)(d) above have been achieved.

(ii) If, based upon the above determination, there is a lesser Allowable Investment than that originally granted and a payment is required in addition to the prior payment by the Applicant, if any, such additional payment shall be paid by the Applicant.

(c) Refunds of Payments

A portion of an Applicant's payment may be refunded where one or more additional Customers connect to a Main extension that initially required a customer payment under the following:

(i) First, the original Applicants made a payment to the Company for the original Main to establish service.

Second, the original Applicant will receive a credit if an additional Customer establishes service on the original Main.

Third, the calculation of the original Applicants refund, if any, is the excess to the Allowable Investment attributed to the additional Customer taking service that is greater than the cost to establish service to the additional Customer.

(ii) The Service Line for each additional Customer shall be directly connected to the Main extension and no further extension of Main is required.

(iii) The amount of such refund to the party or parties who made the initial advance shall not exceed the excess Allowable Investment generated.

(iv) When two or more parties make a joint advance on the same extension, any amounts refunded will be distributed to the parties in the same proportion as the original contribution.

(v) No refund will be made by the Company in excess of the amount advanced by the Customer or Customers nor after the lesser period of five (5) years or the period contracted from the date Company is first ready to render service from the extension. Any unrefunded amount at the end of the period will become the property of the Company.

(vi) Any additional Main to be connected in any manner to Main already laid or to a Main provided for under an existing agreement for Main extension, as provided for in the rule, shall be considered a new Main extension, and no refund or repayment of any kind with respect to such new Main or any Customer to be served from or through such new Main shall be made to any Customer who made an advance for the installation of the Main already laid or for the Main provided for under such existing agreement.

(vii) Refunds will be made for the funds advanced through the Universal Service Fund if the Commission designates at the time of approval of an application that the specific facts of the application so warrant. Refunds will also be made for funds advanced through the Universal Service Fund for any application which was approved prior to the effective date of this revised provision and which has been designated as appropriate for such refunds by the Commission on or before November 18, 2003.

(d) One Service Line for a Single Premise

The Company will not install more than one Service Line to supply the Premises of an individual Applicant unless for the convenience of the Company or an Applicant requests an additional Service Line and, in the judgment of the Company, an unreasonable burden would be placed on the Applicant if the additional Service Line were not installed. When an additional Service Line is installed under these conditions at the Applicant's request, the Applicant shall pay for the entire length of said additional Service Line, Metering Equipment, and Regulating Equipment at the engineering cost.

(e) Relocation of Service

(i) When in the judgment of the Company the relocation of a Service Line, including Metering and Regulating Equipment, is necessary to maintain adequate service or for the operating convenience of the Company, the Company shall relocate the same at its expense.

(ii) If relocation of a Service Line, including Metering and Regulating Equipment, is for the convenience of the Applicant or the Customer, such relocation, shall be performed by the Company at the expense of the Applicant or the Customer.

C Limitations

1. The first 125 feet of Main and Service Line, Metering and Regulating Equipment, and the Allowable Investment shall not be made by the Company for Auxiliary or Incidental Uses of Gas.

2. The Company shall not be required to provide any connection to the Company's system where such connection may have an adverse impact on existing Customers unless the Commission has prescribed a tariff provision designed to eliminate such adverse impact on existing Customers.

D. Special Conditions

1. Contracts

The Applicant will be required to execute a contract covering the terms under which the Company will install Mains and Service Lines in accordance with the provisions of these Rules and Regulations. The contract will provide that the Applicant will install, commence using in a bona fide manner within six months after the date of the completion of the extension and continue to use for the period contracted for, the amount of gas determined for the Dedicated Design Day Capacity and under the Rate Schedule on which the Company's Allowable Investment is based.

Such contract will also provide that if the Applicant fails to take service or fails to meet the Dedicated Design Day Capacity, the Company may calculate and bill the Applicant and the Applicant shall pay an amount according to the Company's Non-Residential Main and Service Line extension rules in effect at the time the extension was made as if service had been requested on the basis of the actual equipment installed and utilized.

2. Periodic Review

The Company will as soon as possible after the close of each of its fiscal years review its costs of construction of Mains, Services Lines, and Metering and Regulating Equipment, and file with the Commission the unit charges for such facilities.

3. Extension for Temporary Service

Extension for temporary service or for operations that in the Company's opinion are of a questionable permanence will not be made under this Rule, but will be made in accordance with the rule pertaining to temporary service.

4. Service From High Pressure Mains

Service shall be provided from a normal distribution facility of the Company. The Company reserves the right, at its sole option, to refuse line extensions from any of its lines operating at a pressure in excess of 125 PSIG.

5. Title to Facilities

Legal and equitable title to all Mains, Service Lines, and Metering and Regulating Equipment installed by the Company upon which an advance, contribution, or other payment has been made, shall be and remain in the Company, and the Company shall have the right without the consent of, or any refund to, any party who made such advance, contribution, or other payment:

(a) To extend the gas Main or connect additional gas Mains to any part of it.

(b) To serve new additional Customers at any time through service connections attached to such Main or to extended or connected gas Mains.

6. Exceptional Cases

In unusual circumstances when the application of this Rule appears to create a hardship to either party, the Company or the Applicant may refer the matter to the Commission for special ruling thereon prior to commencing construction.

7. Dispute Resolution

In the event that a dispute arises between the Company and a party seeking a line extension from the Company under the provisions of this Rule, the Company or the party may seek an expedited review of the dispute from the Staff of the Commission. Said review shall be completed within 60 days of a written request for such review and shall be limited to a review of the proposed line extension and whether the Company's position regarding said extension is in compliance with Rule 8.

At the end of its review, the Staff shall issue a written opinion as to whether the Company's position in the dispute is in compliance with Rule 8. If the issuance of the Staff's opinion does not resolve the dispute to the satisfaction of the Company or the party seeking a line extension, the Company or such party may petition the Commission to resolve the dispute.

**NOTICE OF INTENT
VERSION 2008**

**State of Georgia
Department of Natural Resources
Environmental Protection Division**

**For Coverage Under the 2008 Re-Issuance of the
NPDES General Permits No. GAR100003 To Discharge Storm Water
Associated With Construction Activity for Common Developments**

BLANKET SECONDARY PERMITTEE

NOTICE OF INTENT (Check only one):

- Annual Notification (Submitted on or before January 15 of the year in which coverage is desired)
- Re-Issuance Notification (Submitted within 60 days of effective date of General NPDES Permit No. GAR 100003)
- Change of Information

I. BLANKET SECONDARY PERMITTEE INFORMATION

Blanket Secondary Permittee's Name: Atlanta Gas Light Company Phone: 800-599-3770
 Address: 10 Peachtree Place City: Atlanta State: GA ZipCode: 30309
 Utility Sub-Contractor's Name(Optional): _____ Phone: _____
 Address: _____ City: _____ State: _____ ZipCode: _____
 Facility Construction Site Contact: Brian Leavell Phone: 800-599-3770

II. CONSTRUCTION SITE ACTIVITY INFORMATION

Construction Activity Type: Commercial Industrial Municipal Residential

III. CERTIFICATIONS (Blanket Secondary Permittee)

HBB

I certify that I will adhere to the Primary Permittee's Erosion, Sedimentation and Pollutant Control Plan (Plan) or the portion of the Plan applicable to my construction activities.

HBB

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that certified personnel properly gather and evaluate the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Blanket Secondary Permittee's Printed Name: H BRYAN BATSON Title: PRESIDENT

Signature: H Bryan Batson Date: 02/01/2013

File Attachments for Item:**3. Council Discussion on Upgrading the Chamber AV System – IT Department****Background/History:**

Over the course of the past few months, we have experienced unexpected issues with the AV equipment in the council chambers. Most of the equipment is relatively new as it was upgraded a couple of years ago. Upon investigation of the AV issues we have experienced, it seems the most recent upgrade was completed with some limitations due to budget constraints at the time. This is impacting the quality and performance of the system today. I am asking for additional funds be added to the budget to complete the upgrades and updates needed to resolve the AV issues.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Chamber AV Upgrade – IT Department

Submitted By: Josh Cox

Date Submitted: Nov. 16, 2022

Work Session Date: Nov. 21st, 2022

Council Meeting Date: Nov. 21st, 2022

Background/History:

Over the course of the past few months, we have experienced unexpected issues with the AV equipment in the council chambers. Most of the equipment is relatively new as it was upgraded a couple of years ago. Upon investigation of the AV issues we have experienced, it seems the most recent upgrade was completed with some limitations due to budget constraints at the time. This is impacting the quality and performance of the system today. I am asking for additional funds be added to the budget to complete the upgrades and updates needed to resolve the AV issues.

Cost: \$7,804.00

Budgeted for: Yes No

Financial Impact:

We would need to add the above funds to the IT budget to complete the AV upgrade.

Action Requested from Council:

We are asking for the approval of the request to add additional funds to the IT budget to complete the AV upgrade to resolve issues with the equipment in the council chambers.

November 10, 2022
 City of Forest Park
 745 Forest Pkwy, Forest Park, GA 30297
 Council Chambers – Power & Audio Systems Upgrade
 ATTN: Joshua Cox



Thank you for giving us the opportunity to support the City of Forest Park's technology systems and infrastructure. This proposal is site visit and scope discussions onsite with city. We sincerely appreciate the partnership, and look forward to providing the level of service required for your facility and business needs.

Scope of Work: UPS & New Power Cabling

- Provide and install (1) TripLite Smart 1500 rack mounted UPS with new batteries.
- Provide and install (1) TripLite horizontal power distribution unit for connection to the UPS.
- NCI will provide labor and power cabling to connect all existing AV devices to the new PDU, that will be powered by the UPS ensuring that all components are on battery backup.
- Provide complete system shut down prior to turning off the components and re-routing the power.
- Provide system testing with Forest Park representatives upon completion of the installation to ensure all system components are back up and functioning as designed.

Scope of Work: New Microphone Cabling:

- NCI will provide and install new 22/2 AWG shielded plenum rated audio cabling for the existing microphones in the council chambers.
- We will provide and install new solder on XLR connection for each of the existing microphones.
- Provide and install cable labels, heat shrink, and misc. cable management materials as needed for completion of the installation.

Scope of Work: Dias Microphone Upgrade:

- Provide and install (12) new Shure MX series gooseneck microphones to go with the new cabling.
- This would allow for NCI to warranty the cabling and microphones for 1-YR post completion of the installation and ensure that the audio issues are eliminated in the council chambers.
- Provide commissioning labor to test and balance the audio system, along with adjust the QSC DSP to accommodate the new microphone settings.
- Provide and install cable labels, heat shrink, and misc. cable management materials as needed for completion of the installation.
- Provide system testing with Forest Park representatives upon completion of the installation to ensure all system components are back up and functioning as designed.

Proposal Notes:

- Pricing based on Monday – Friday 8am-5pm.
- Any associated electrical work such as 120V conduit, pathways, or power of any kind is not included in this proposal.
- All cabling work in this proposal assumes existing pathways will accommodate the new cabling. If additional pathways are required, and NCI cannot complete our work in a continuous effort we will ask that a change order be processed for return mobilization.
- Project Management, Shipping, and warranty are all included in this proposal.
- Sales Tax excluded from this pricing as City is exempt from sales tax.
- Equipment lead time varies and range from 8-56 weeks from receipt of PO.

November 10, 2022
City of Forest Park
745 Forest Pkwy, Forest Park, GA 30297
Council Chambers – Power & Audio Systems Upgrade
ATTN: Joshua Cox

Pricing Breakdown:

<u>Description:</u>	<u>Price:</u>
<u>UPS & Power:</u>	
Equipment/Material:	\$927.00
Installation Labor:	\$600.00
Project Management:	\$190.00
<u>Power Management Total:</u>	\$1,717.00
<u>Audio Cabling:</u>	
Equipment/Material:	\$1,207.00
Installation Labor:	\$2,400.00
Project Management:	\$380.00
<u>Audio Cabling Total:</u>	\$3,987.00
<u>Microphone Upgrade:</u>	
Equipment/Material:	\$5,524.00
Installation Labor:	\$1,200.00
Project Management:	\$380.00
DSP Configuration:	\$700.00
<u>Microphone Upgrade Total:</u>	\$7,804.00

Proposal Execution:

Sign: _____

Date: _____

Title: _____

Please do not hesitate to contact me with any questions or concerns. Happy to set up a call to review the proposal in more detail anytime. Thank you for allowing us to provide pricing for this upcoming project.

Jacob Ledbetter
Sr. Sales Engineer
Network Cabling Infrastructures, LLC
4825 River Green Parkway
Duluth, GA 30096
Jacob.ledbetter@ncicabling.com
Cell: [404-957-0896](tel:404-957-0896)