

CITY COUNCIL REGULAR SESSION

Monday, April 01, 2024 at 7:00 PM Council Chambers and YouTube Livestream

Website: www.forestparkga.gov YouTube: https://bit.ly/3c28p0A Phone Number: (404) 366.4720 FOREST PARK CITY HALL 745 Forest Parkway

Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

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

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

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

AGENDA

VIRTUAL MEETING NOTICE

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

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

YouTube page - "City of Forest Park GA"

CALL TO ORDER/WELCOME:

INVOCATION/PLEDGE:

ROLL CALL - CITY CLERK:

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

APPROVAL OF MINUTES:

Council Approval of Council Work Session and Regular Meeting Minutes from March 18, 2024 - City Clerk

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

CITY MANAGER'S REPORT

PRESENTATIONS:

2. Presentation on the Geotechnical Investigation for the Public Safety Building-Planning and Community Development Department

Background/History:

Falcon Design/Grounded Engineering Services (GES)investigated undeveloped portions of the property associated with the Gillem Public Safety Building. This investigation was in response to the appearance of subsidence / sinkholes on the property in areas that were outside the limits of construction and disturbance for the project. The original geotechnical report was utilized solely for the actual areas requiring construction for the parking and building areas for this site.

3. FOREST PARK FIRE & EMS – OFFICER PROMOTIONS AND NEWLY APPOINTED OFFICERS

The Forest Park Fire & EMS Department has recently promoted Captain Ian Hogan to Battalion Chief and Lieutenant Conway Ferguson to Captain.

There were also two newly appointed officers: Tad Busby to Training Division Lieutenant and Charles Morris to Lieutenant.

Chief Latosha Clemons will present the introductions.

NEW BUSINESS:

- 4. Council Approval on the Renewal of the GEMA/Homeland Security Statewide Mutual Aid Agreement-Executive Offices
- 5. Council Approval of an Emergency Requisition Associated with the Public Safety Building Planning and Community Development Department
- 6. Council Approval of the City Center Boundary Topographic and Utility Survey-Planning and Community Development Department/Capital Projects
- 7. Council Approval to upfit seventeen (17) Police Vehicles- Police Department
- 8. Council Approval to Purchase seven (7) portable Radios for the Police Department-Police Department
- 9. Council Approval to purchase one (1) Police Vehicle-Police Department
- 10. Council Approval for the Purchase of Playground Equipment for Pocket Parks-Public Works Department
- 11. Council Approval CPRG Grant Agreement with Clayton County-Public Works Department

CLOSING COMMENTS BY GOVERNING BODY:

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

ADJOURNMENT:

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

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1. Council Approval of Council Work Session and Regular Meeting Minutes from March 18, 2024 - City Clerk



CITY COUNCIL WORK SESSION

Monday, March 18, 2024 at 6:00 PM Council Chambers and YouTube Livestream

Website: www.forestparkga.gov YouTube: https://bit.ly/3c28p0A Phone Number: (404) 366.4720 FOREST PARK CITY HALL

745 Forest Parkway Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

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

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

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

DRAFT MINUTES

VIRTUAL NOTICE

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

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

YouTube page - "City of Forest Park GA"

CALL TO ORDER/WELCOME: Mayor Butler called the meeting to order at 6:01 p.m.

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		✓

John Wiggins, Finance Director; Jeremi Patterson, Deputy Finance Director; LaShawn Gardiner, Director of Planning & Community Development; Diane Lewis, Deputy HR Director; Bobby Jinks, Public Works Director; Nigel Watley; Deputy Public Works Director; Rochell Dennis, Interim Economic Development Director; David Halcome, Deputy Fire

Chief; Geoff May, Deputy Fire Chief; Joshua Cox, IT Director; Rodney Virgil, Level 2 Support Engineer; Derry Walker, Director of Code Enforcement; Pauline Warrior, Senior Management Analyst; Kwame Marshall, Multimedia Specialist; Arthur Geeter, Purchasing; Tarik Maxwell, Director of Rec/Leisure; Captain Smith, PD; Dorothy Roper-Jackson, Court Director and Danielle Matricardi, City Attorney.

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

It was moved to approve the agenda as printed.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

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

NEW BUSINESS:

1. Council Discussion and Approval on the Renewal of Professional Probation Services Contract-Municipal Court Department

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

Director Roper-Jackson- gave a brief breakdown of how probation services work and introduced the Vice President of Compliance and Training, Sonya Brown.

Sonya Brown, Vice President of Compliance and Training- noted that their company supervises over 60,000 offenders across numerous states and focuses on the ethical and appropriate enforcement of the conditions of probation ordered by the courts. Ms. Brown also noted that they work to ensure public safety compliance with state regulatory requirements while improving the lives of those under their probation supervision. Ms. Brown stated that probationers can report online with 24-hour access using a computer-based supervision program called Tracker 2.0. Ms. Brown noted that there are 458 probationers within the city at no cost to the city and have collected over \$1.3 million in fines for the city and \$84,000 for the Georgia Crime Victims Fund; there have been nearly 5,000 hours of community service; and have closed almost 1,000 cases and 117 unsuccessful cases over the last five (5) years.

Comments/Discussion from Governing Body:

Councilmember James- noted conversing with the previous administration about bringing the probation services in-house. She said in the contract that the city may terminate if any deficiencies are found and wanted to know the types of deficiencies. She also inquired about having access to the books and records. City Manager, Mr. Clark, noted that he was aware of the conversations about bringing the probation services in-house and had monthly reports from probation services.

Attorney Matricardi- noted the contract total is five (5) years, but five (5) one-year terms, which are renewed yearly on April 1st. Attorney Matricardi also mentioned termination would be based on any

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services required to perform that they are not doing under the agreement. They have ten (10) days from notice of any deficiency to correct it, and if not corrected, the city could move to a termination agreement.

City Manager, Mr. Clark- inquired if the city could submit the 30-day notice to terminate the contract and bring it in-house without a reason. Attorney Matricardi stated that the city would have to submit a non-renewal by March 1, 2025.

Councilwoman James- inquired about a competitive fee process. Ms. Brown noted during sentencing that the judge can waive the community service and fines and that the judge depends on the probation services to process applications and submit financial affidavits without further judicial review. Ms. Brown stated that not all fees converted to community service are automatically required to pay probation, which is at the judge's discretion. Ms. Brown added that probation fees are only paid for three (3) months, no matter how long the sentence is. She also added that if it's a pay-only case with no conditions, the probation services only get three (3) fees, and the first 30 days are waived.

City Manager, Mr. Clark- noted that there had been an increase in the assessment from \$40 to \$45, which the company proposed and inquired about receiving a report on the actual number of active probationers. Ms. Brown noted she would provide the numbers.

Councilmember Gutierrez- gave thanks for the questions asked and noted that other municipalities are not as lenient as the city.

Councilmember Mears—Inquired about using the probationers for community service. City Manager, Mr. Clark, noted that they work in conjunction with the Public Works Department and suggested possibly speaking with the Judge for additional assistance. City Manager Mr. Clark also stated that the service contracts with Public Works for grass-cutting services have expired. If the governing body is looking to consider that, that would be a separate conversation. Mr. Jinks included the Public Works Department, which would average between 6-8 per day and currently is getting around 3-4 grass cutters. Ms. Brown noted the probation services would be glad to coordinate with public works to send probationers to complete their community service hours.

2. Council Discussion and Approval to Condemn Real Property Located at 765 Forest Pkwy-Executive Offices

Background/History:

As a part of the City of Forest Park's City Center initiative, staff have been working on finalizing the preliminary plans for the City Center to house the City Hall, Municipal Court, Police Headquarters, Recreation Facility, and Senior Center. The current plans incorporate the adjacent, undeveloped lot physically situated between City Hall and the Annex Building 765 and 785 Forest Parkway. City Staff deems it in the City's best interests to adopt the attached Resolution No. 24-15, which would authorize the acquisition of 765 Forest Parkway through negotiated purchase or by eminent domain if necessary.

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

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City Manager, Mr. Clark- noted the property is east of City Hall and mentioned extensive communications between the city attorney to bring forth this document to effectuate the condemnation.

Attorney Matricardi- noted that if the resolution is adopted, the city will have the authority to negotiate directly with the owners. If negotiations fail, that would initiate the condemnation process.

Council Discussion and Approval on the City's Investment Management Policy-Finance
Department

Background/History:

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

Mr. Wiggins- noted that the policy's purpose is to invest public funds in a manner that complies with Federal and State laws and within the authority granted by the Mayor and Council, ensures prudent money management, provides for daily cash flow requirements, and meets the objectives of this policy in the priority order of safety, liquidity, and return on investment. Mr. Wiggins also stated the city's investment philosophy sets the tone for the policies, practices, procedures, and objectives that control the investment function. The primary objectives of safety, liquidity, and reasonable market rate of return will guide the investment of the funds. Mr. Wiggins explained the policy is to make sure there is order in moving forward when investing funds for the city and to make sure the city complies with the laws of Georgia.

Comments/Discussion from Governing Body:

Councilmember James- noted struggling with this and mentioned the Delegation of Authority, stating that the investment program notes that the city manager is responsible for the overall management of investments and the finance director is responsible for daily investment activities. Councilmember James also inquired if the city was seeking an investment firm.

City Manager, Mr. Clark- noted for clarity that this would allow the city to invest in the general fund just like the investment the Urban Redevelopment Agency made into Georgia Fund One with a cap at 25% of what is in the bank threshold for staff to manage.

Councilmember Gutierrez- inquired if the staff needed approval to start the process and find a place. City Manager, Mr. Clark noted that the highest account would be in the Georgia Fund One account, with the purpose of the policy having to report monthly by researching the market to see who has the highest interest rate and being proactive with moving funds from one account to another.

Mayor Butler- inquired if there were any restrictions on the excess funds and how those funds could be utilized. Mr. Wiggins noted that there have been some restrictions with certain accounts, and if any investments are made, they will only be at 25%. City Manager, Mr. Clark added staff would bring the matter to the governing body to make a firm decision about how to capitalize on those funds.

Councilmember James- inquired if 25% was required by law. Mr. Wiggins noted that 25% is not required by law, which is the standard within municipalities.

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Councilmember James- noted that with Georgia Fund One, she understands that the funds are liquidated and cannot be used like a CD, but they can be pulled out at any time. City Manager, Mr. Clark noted that there is a 30-day period before funds can be drawn after depositing funds. Councilmember James suggested scaling in 30-day increments with different amounts and noted the city could be earning income from the funds that were already there. City Manager, Mr. Clark noted that the governing body could decide on the threshold, even if it's a tiered structure, and revisit it in 90 days to see the yields and noted it would also be a part of the monthly financial report.

Councilmember Mears- noted he believes it's a good idea to diversify and not put all the funds in one place. City Manager, Mr. Clark noted that the policy contemplates diversifying investments.

City Manager, Mr. Clark read for the record, "The city should not be over-invested in any one type of instrument or financial institution. No more than 25% of the total investment portfolio shall be placed with a single issuer. This limitation shall not apply to the local government investment pool or other direct obligations of the United States government." City Manager, Mr. Clark noted that staff are asking for guidance on the incentives.

Mayor Butler- inquired if the governing body desires to increase the threshold now or keep it at 25% and reevaluate after the new Fiscal Year. Councilwoman James noted she would like to increase due to not being diversified, and her recommendation would be to place funds in a place that would give the most interest. City Manager, Mr. Clark inquired about an amount not to exceed. Councilwoman James stated that 75%. City Manager, Mr. Clark noted he believes 50% would be a better start to allow an opportunity to see the return.

Councilmember Mears- called for a point of order and inquired if the city has anyone watching the funds on a regular basis and would like to know the advantages and disadvantages and if there are any penalties. City Manager, Mr. Clark noted there are no penalties, and the initial draw has to stay for a period of 30 days.

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

Background/History:

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

Josh Cox, IT Director- noted they are MFA today, and he would like to move to using one solution that includes all applications for email, VPN server login domains, etc. He noted all employees with city phones would have an app with additional authentication. He noted he did put it as an unbudgeted item but did budget some funds for this year for MFA. Mr. Cox noted that the current cost of recovering from ransomware is the main protection this combats, which costs about 1.8 million dollars but is cheaper than others.

Comments/Discussion from Governing Body:

Councilmember James- asked if Interdev is the only company and the best company to provide MFA.

Josh Cox- noted they are not, and the solution they are looking at is called DUO, which is the most common. He noted they already have a standing security agreement with Interdev and are purchasing the security solution with Interdev as an add-on. 5206

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

Background/History:

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

Josh Cox IT Director- noted that he wanted to put a policy out for users. He noted the different ways to use the application is with a city cell where the app can be pushed through and configured. He noted they will provide fobs for those who do not have city phones. He noted if they do not want to use the fob, he recommends letting them use their personal device to install the application for authentication. He noted that part could be controversial, so he wanted to be transparent and bring it before the board.

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

Background/History:

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

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

300-51-1540-54-2504 Floor Buffer/Polisher \$2000

300-51-1540-54-2505 Vertical Air Compressor \$600

300-27-1535-54-2503 Truck Tire Changer \$19,918

Total: \$22,518

Gerrod Geeter Procurement Manager- noted this came through the Sourcewell Contract which is statewide. He noted this was the best price for the item and the process was done properly.

Bobby Jinks Director Public Works- noted they was able to fix something in-house and save the city 27 thousand dollars instead of buying a new item. He noted they did not know the Tar Tack Wagon they

have had for 30-plus years would fall apart. He noted they used capital money budgeted for other items and purchased it.

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

Background/History:

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

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

1190 Watts Rd: Recommendation: Install one (1) new 120w fixture on the existing pole. Monthly Cost: \$27

4928 Bartlett Rd: Recommendation: Install one (1) new 120w fixture on the existing pole. Monthly Cost: \$27

Total Monthly Cost for Both Locations: \$54.00

Line Item: Street Lighting 100-51-4260-53-1233

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

Bobby Jinks- noted these 2 have been brought to their attention and need to be addressed. He noted it would be the new low-energy fixture, and the cost, in the long run, will be absorbed by the new lights that are being put in.

City Manager Ricky Clark- noted one thing he would like to bring back before the governing body is that they pay an exorbitant amount of money for streetlights on residential property. The normal way to do this is through a streetlight district. He asked if the council would consider such legislation. He noted the residents would, over an amortized period, pay the cost of the bill for the year in addition to their tax bill. He noted the city usually does not pay for residential streetlights.

Danielle Matricardi City Attorney- noted the Special Tax Assessment and that he said it correctly, and that it would be part of the annual taxes. She noted to adopt this you would have to have a Public Hearing and adopt an Ordinance establishing the Special District.

Comments/Discussion from Governing Body:

Councilmember James- asked what that cost would look like.

City Manager Clark- noted it would be 324 dollars on the residential tax bill. He noted it is no cost for the city, but the property owner pays for the actual streetlight.

Councilmember James- noted what she is asking is for is to bring it back before a Public Hearing to know what the cost will look like. She noted if he is saying the city is paying a lot for the lighting; she would like to see the breakup if they were to propose that for the city.

City Manager Clark- noted he did not know if they could go retroactive and charge an assessment on the ones that were already paying. Moving forward any new lights will be born on the property owner. There seems to be a number between 50 and 70 thousand dollars.

Bobby Jinks- noted One Light serves 4 residents, 5100 single-family dwellings divided by 4.

City Manager Clark- noted he would have an amount so they would know what they are paying monthly for residential streetlights.

Bobby Jinks- noted 339 thousand dollars a year in one line item.

City Manager, Mr. Clark- noted most municipalities do not pay that cost.

Councilmember Gutierrez- asked the city attorney if that common?

Danielle Matricardi- noted the city usually pay for lights on public Right-of-Way. She noted if a road has not been donated to the city it is the responsibility of the homeowner.

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

Background/History:

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

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

Current Situation: Public Works has obtained two (2) additional estimates for the resurfacing project:

Accurate Property Services – Estimate# 0000661: \$57,380.45 This estimate covers all materials and labor except for backerboards and goals.

Playworx Playsets LLC – Estimate# 4175: \$54,154.56 This estimate includes all materials and labor required for the project.

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

<u>Experience:</u> Playworx Playsets LLC specializes in playground and outdoor sports equipment, making them well-suited for this project.

<u>Cost:</u> Their estimate of \$54,154.56 is \$3,225 lower than their competitor's, providing cost savings to the City.

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

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

Mr. Jeeter- noted that the procurement process was done correctly, that the other accurately and properly did not include backboards and goals, and that the recommended company gave a full spectrum of what was needed to upgrade the park.

City Manager, Mr. Clark noted that if a performance bond is provided, consider receiving quotes for both courts.

Comments/Discussion from Governing Body:

Councilmember Gutierrez- inquired about a performance bond. Mr. Geeter noted that, according to city policy, any state contract over \$50,000 requires a performance bond to ensure the contractor performs properly and finishes the job. If the job is not completed, their bond within the bonding company would have to take it off.

Councilmember Akins-Wells- thanked staff for being transparent, noted speaking to someone who has shown interest in funding Ward 4 parks, and inquired if she could use her capital outlay funds for other projects or to add to the park. City Manager, Mr. Clark noted there shouldn't be a problem if it does not exceed budget years. Attorney Matricardi added that a budget amendment would be necessary to move the funds from one account to the next and would depend on any restrictions with the donation.

Councilmember Mears- noted being aware of any hidden costs.

Mayor Bulter- inquired about the performance bond and whether the company solicits one once the contract is awarded. Mr. Geeter explained that they must know the cost based on their submitted bid.

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

Background/History:

The outdoor pool was built in 1963 and still contains the original galvanized piping system for plumbing. The plumbing system needs repair due to constant backing up during regular operation and wear and tear of the original pipes. We are requesting funding to repair the plumbing and the pool house restrooms. We are utilizing our on-call plumbing contractors to perform the repairs. If repairs cannot be made immediately, the pool will fail its annual inspection for summer operations. Quick Action Plumbers has been issued a task order for the repairs of the outdoor pool in the amount of \$13,380.69.

Mr. Geeter- noted when he first started working for the city, it was identified that there were no licensed plumbers, electricians, or staff with licenses to complete jobs. Mr. Geeter noted staff went out to the general public to search and only found two (2) companies that could address emergencies without going through the full procurement process. Mr. Geeter noted that Quick Action Plumbers and Max Air Mechanical are qualified and are the on-call companies the city uses. Mr. Geeter also noted that task orders are assigned as they arise or the companies bid against each other.

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Mr. Maxwell- added that the drains have been sitting on the pipes for a long time, and it's time to replace them.

Comments/Discussion from Governing Body:

Councilmember James- noted that in the past, she asked the previous attorney to include all the council members in the resolutions. She recommended adding the council members to the resolutions without having to sign them to see who they were. City Manager, Mr. Clark noted that this can be changed.

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

ADJOURNMENT:

It was moved to adjourn the meeting at 7:12 pm.

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

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

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The Honorable Mayor Angelyne Butler, MPA

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The Honorable Allan Mears

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

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

DRAFT MINUTES

CALL TO ORDER/WELCOME: Mayor Butler called the meeting to order at 7:07 p.m.

INVOCATION/PLEDGE: The invocation and pledge were led by Mr. Evans.

ROLL CALL - CITY CLERK: A quorum was established.

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

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

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS: The was no objection to the agenda.

or Item # 1.

APPROVAL OF MINUTES:

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

It was moved to approve the minutes with the correct spelling of Yasmin Julio.

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

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

Mayor Butler asked if something needed to be adopted to ensure that when people are speaking in the Public Comment section, they are not being derogatory toward other members participating in Public Comments.

Attorney Matricardi noted there is already a policy so they can just amend it.

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

There were three (3) Public Comment Speakers:

Carl Evans - noted he had another missed pickup, which happens 5 to 6 times a year. He noted he knows it is a breach of their contract and it is stealing from them because they are paying for services that are not being rendered. He noted Allen Owens came to his house to address the issue. He wants something to be done, some kind of reimbursement for the missed pickups.

Mr. Chris – noted he lives on South Avenue, and he witnessed a stolen car being ditched in an apartment complex. He called Forest Park PD, and they came out. He noted there are no streetlights or cameras and he would like some installed.

John Randle – noted he knows there have been complaints about him popping fireworks on his property, which Forest Park responded to. He noted it was not a crime nor was it past the city curfew. He noted his neighbor discards his AK-47 almost every night and you have drug dealers going down on City View and Forest Park does nothing about it. He noted he knows they are trying to make a new law regarding fireworks, but he will fight it and win. He said the state overrides the city and that is what he will go by. He noted he does not like the law, because they are taking away a hobby, an activity, and someone's freedom. Mr. Randle noted when he puts in a complaint nothing is done about it. He does not hear back from anyone, and he does not get notified, but when it is a complaint against him you all of a sudden want to do your job.

CITY MANAGER'S REPORT

City Manager Ricky Clark – showcased a video highlighting the first annual St. Patrick's Day event, created by Kwame Amuleru-Marshall. He noted Rochelle Dennis from Economic Development helped put the whole event together. Mr. Clark wanted to highlight some employees for their years of dedication. Diane Lewis Deputy HR Director has been with the city for a total of 26 years, and Neeketa Davis from finance is celebrating 19 years. He gave an update on the Legislative Office and the different city departments. He showed a slide with the new businesses and licenses issued within the different Wards. He spoke about the results of the employee survey highlighting the employees' interest in Mental Health, assistance, and a hybrid work schedule, which will be brought back in April when the Mayor introduces part 2 of The Leaf Light Initiative. He gave an overview of the City Center, the Lighting of



the Signs, and the Business Incubator. He noted the Landscape Median Project task orders have been completed, and they are waiting to begin that work.

PRESENTATIONS:

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

Background/History:

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

The Mayor and Council took pictures.

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

Background/History:

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

John Wiggins, Finance Director- reported on the finances for February. He spoke on the total revenue received, the expenses, and the balance. Mr. Wiggins gave an overview of the total spent by each department in February and informed everyone of the different funds used by the city.

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

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

Fire Marshall's Division (Deputy Chief David Halcome) -highlighted the statics for the Fire Marshall office. He noted they work behind the scenes daily to keep the residents safe. He introduced himself as Deputy Fire Chief of Sports Services, and the Fire Marshall. The Fire Marshall Office is made up of 4 other people: Captain Sam Batten, Jim Oglesby, Fire Investigator, Public Educator and Inspector, Anthony Gallman Fire Safety Educator, Inspector, and Investigator, and Loana Armstrong City EMA Coordinator, Fire Investigator, Inspector and Educator. He noted they do annual inspections, reinspection, certificates of Occupancy Business License, vacant structures, construction drawing approvals, and inspector-initiated inspections.

Comments/Discussion from Governing Body:

Councilmember James- asked if the vacant structures city owned property.

Deputy Chief Halcomb noted it was any business occupancy. He noted while on patrol they go from business to business doing inspections, or follow-ups. He noted if they see a vacant building, they make sure it is safe and secure, and they document it.

Councilmember James- asked if it was just for commercial buildings.

Deputy Chief Halcomb noted it is.

Operations (Deputy Chief Geoff May) noted he has worked different positions and has been promoted to oversee and manage all 3 shifts. He noted they work a 24/48 schedule, they come in at 7 am leave at 7 and another shift takes over. He noted that operational-wise, they received a total of 592 calls for EMS assistance, fire calls, and others for February. He gave an over of the different training his crew has taken. He noted the students in the AEMT program have completed all their bookwork and will hopefully be completing the rest of the course by next month.

NEW BUSINESS:

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

It was moved to approve the Renewal of Professional Probation Services Contract.

Motion made by Councilmember Antoine, Seconded by Councilmember Akins-Wells. Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

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

It was moved to approve to Condemn Real Property Located at 765 Forest Pkwy.

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

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

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

It was moved to approve the City's Investment Management Policy as stated for the 25 percent recommended by staff.

Motion made by Councilmember James, Seconded by Councilmember Akins-Wells. Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Akins-Wells, Councilmember Mears

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

It was moved to approve a Multi-Factor Authentication (MFA) Solution Implementation.

Motion made by Councilmember Antoine, Seconded by Councilmember Mears. Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

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

It was moved to approve the Multi-Factor Authentication (MFA) Policy.

Item # 1.

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

It was moved to approve the purchase of an Asphalt Tar Kettle machine.

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

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

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

It was moved to approve Approval of the ONE Light Initiative - Streetlight Upgrade.

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

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

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

It was moved to approve Perkins Park Basketball Court Resurfacing Contract.

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

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

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

It was moved to approve the Plumbing Repairs for the Outdoor Pool.

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

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

CLOSING COMMENTS BY GOVERNING BODY:

Councilmember James- thanked the Deputy Fire Chief and Chief for their service. She noted there may not be a Ward meeting on Thursday, because she will be out of town. She thanked everyone for coming out.

Councilmember Antione – thanked everyone for coming.

Councilmember Gutierrez- thanked everyone for coming out. He thanked Mr. Evan for his comments and noted he was glad Mr. Owens took the time to stop by and see him. He noted he thinks it is a good idea to put the cameras on the lights. He noted Food Truck will be this Friday. Councilmember Gutierrez told Mrs. Gardiner he wished her the best in everything she does and appreciated her professionalism and everything she had done for the city. He thanked Mr. Geeter for all his explanations, and the City Manager for his thorough details of things. He noted if anyone needs anything to reach out.

18/1 Item # 1.

Councilmember Akins-Wells- extended her condolences to the Mayor on the passing of her father. She thanked Mrs. Gardiner for all she had given to the city. She told her to do what makes her happy and wished her nothing but the best. She thanked Mr. Geeter for his transparency and for doing the process properly. Councilmember Akins-Wells noted she likes to be transparent, and in his report, he noted that someone mailed 102 letters to Haiti to get donations to ship a Water Buffalo that the city donated to Haiti. She asked why they were using city funds and city employees to do this. She wants to know how much it costs and does not agree with it being done with city funds.

City Manager Clark noted the governing body approved the surplus of a Water Buffalo and a Squad, which is still sitting on the city property. Haiti is a City Sister that the governing body was supporting. He noted Ward 2 Councilmember Antione has a listing of several individual companies and donors, and based on his directive the Council Aides drafted a letter requesting support. He noted he informed Councilmember Antione the city could not help with shipping those items.

Councilmember Akins-Wells- noted when the city donates things how long will they hold it?

City Manager Clark- noted the city could say at X time if the funds are not remitted that they can do something different with those goods that have been surplus.

Councilmember Akins-Wells- noted she did not want the tree planting at 2nd Street Park to be in vain. She thanked Director Walker and his staff for all they are doing in the city. She would like the community to come together to see whom they would like the tree to be in remembrance of. She noted she wants Ward 4 to come together and do a dedication for that individual. She noted if anyone knows someone who has done a lot for the community or is from the community and they would like that person remembered, to contact her. She noted the Job Fair will be at 696 Main Street, March 27th from 10-2 pm.

Councilmember Mears- wanted to thank everyone for coming. He wanted to thank the directors and fire department that they give monthly. He wanted to thank Mr. Willie for coming to every meeting.

Mayor Butler – noted she echoed the sentiments of her colleagues. She wanted to thank everyone for reaching out to her during her father's passing. She noted her father is her hero and her best friend and she is hurt by his passing. Mayor Butler noted they are looking for a representative to serve on the Clayton County Board of Health. She noted if anyone is interested that an application, resume, and/or bio has to be submitted. Mayor Butler noted she and the council would like to make that selection by April 1st.

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

It was moved to recess into Executive Session at 8:28 p.m. for Personnel, Litigation, or Real Estate matters.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

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

It was moved to exit the Executive Session.

Motion made by Councilmember James, Seconded by Councilmember Mears.

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

It was motioned to reconvene into the Council Regular Session at 9:01 p.m.

18/2 Item # 1.

Motion made by Councilmember Antoine, Seconded by Councilmember Gutierrez.

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

It was motioned to approve the settlement offer for Cole.

Motion made by Councilmember James, Seconded by Councilmember Akins-Wells. Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

ADJOURNMENT:

It was moved to adjourn the Regular Session at 9:01 p.m.

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

File Attachments for Item:

2. Presentation on the Geotechnical Investigation for the Public Safety Building-Planning and Community Development Department

Background/History:

Falcon Design/Grounded Engineering Services (GES)investigated undeveloped portions of the property associated with the Gillem Public Safety Building. This investigation was in response to the appearance of subsidence / sinkholes on the property in areas that were outside the limits of construction and disturbance for the project. The original geotechnical report was utilized solely for the actual areas requiring construction for the parking and building areas for this site.



City Council Agenda Item

Subject: Geotechnical Investigation for the Public Safety Building					
Submitted By:	James Shelby				
Date Submitted:					
Work Session Date:					
Council Meeting Date	e: April 1, 2024				
associated with the of subsidence / sinkled disturbance for the p	inded Engineering Services (GI Gillem Public Safety Building. holes on the property in areas the project. The original geotechnic on for the parking and building	This investigation was in nat were outside the limit al report was utilized sol	respons s of cons	se to the ap struction a	ppearance nd
Cost: \$ N/A		Budgeted fo	r:	Yes	No
Financial Impact: N/	A				
N/A					
Action Requested fro	om Council:				
Presentation Only.					

File Attachments for Item:

3. FOREST PARK FIRE & EMS - OFFICER PROMOTIONS AND NEWLY APPOINTED OFFICERS

The Forest Park Fire & EMS Department has recently promoted Captain Ian Hogan to Battalion Chief and Lieutenant Conway Ferguson to Captain.

There were also two newly appointed officers: Tad Busby to Training Division Lieutenant and Charles Morris to Lieutenant.

Chief Latosha Clemons will present the introductions.



City Council Agenda Item

Subject: FOREST PARK FIRE & EMS – OFFICER PROMOTIONS AND NEWLY APPOINTED OFFICERS							
Submitted By:	Submitted By: FIRE & EMS						
Date Submitted:	Pate Submitted: MARCH 27, 2024						
Work Session Date:	Work Session Date: APRIL 1, 2024						
Council Meeting Date:	APRIL 1, 2024						
	The Forest Park Fire & EMS Department has recently promoted Captain Ian Hogan to Battalion Chief and Lieutenant Conway Ferguson to Captain.						
There were also two new Lieutenant.	ly appointed officers: Tad Busby to Trainin	ng Division Lieutenant and Charles Morris to					
Chief Latosha Clemons v	vill present the introductions.						
Cost: \$	N/A	Budgeted for: X Yes No					
Financial Impact: NONE							
Action Requested from Council: NONE – INTRODUCTION GIVEN BY CHIEF LATOSHA CLEMONS							

Fil	le /	Δtta	chn	nents	s for	Item:

4. Council Approval on the Renewal of the GEMA/Homeland Security Statewide Mutual Aid Agreement-Executive Offices



City Council Agenda Item

Subject: GEMA/HS Statewide Mutual Aid Agreement - Renewal						
Department: Fire / EMA						
Date Submitted: 03/08/2024						
Work Session Date: n/a						
Council Meeting Date: March 18, 20224						
Background/History: Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, or other significant events or homeland security activities. The City of Forest Park has been a Participating Party of this agreement, with the most recent renewal in 2020. This agreement asks to be renewed/approved every 4 years. GEMA/HS Area 7 Field Coordinator Sheri Russo is available to help further explain and/or answer additional questions.						
Cost: \$ n/a Budgeted for: Yes No						
Financial Impact: n/a						
Action Requested from Council: Discussion OnlyXApproval at Regular Meeting						

Item # 4.

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: City of Forest Park, Clayton County

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

- 1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
- 2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

- (a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:
 - (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

- (2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.
- (b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:
 - (1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or
- (2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

- (1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and
- (2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and
- (3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

- (a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.
- (b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.
- (c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

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the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:	
Chief Executive Officer - Signature	Chief Executive Officer – Print Name
County/Municipality:	
Date:/	
GEMA/HS Director – Signature	GEMA/HS Director – Print Name
OLMA/115 Director – Signature	OLIVIA/115 Director – Trint Name
Date:/	

$\frac{\text{APPENDIX A}}{\text{AUTHORIZED REPRESENTATIVE}}$

The below named individual(s), in addition to	the chief executive officer, is/are the "Authorized
Representative(s)" for	(county/municipality), and are authorized
to request, offer, or otherwise provide and coon named county/municipality:	rdinate mutual aid assistance on behalf of the above-
Print Name	Job Title/Position
Signature of Above Individual	
Print Name	Job Title/Position
Signature of Above Individual	
Print Name	Job Title/Position
Signature of Above Individual	
Chief Executive Officer - Signature	Date:/
Chief Executive Officer – Print Name	

APPENDIX B DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "des (county/municipality) for the purpose of reimb	
Print Name	Job Title/Position
Signature of Above Individual	
Print Name	Job Title/Position
Signature of Above Individual	
Print Name	Job Title/Position
Signature of Above Individual	
Chief Executive Officer - Signature	Date:/
Chief Executive Officer – Print Name	

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RESOLUTION NO. 2024-___

A RESOLUTION TO AUTHORIZE AND ENTER IN TO A STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT.

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

WHEREAS, the City Council desires to renew its participation in the Statewide Mutual Aid and Assistance Agreement, as it is set to expire this year;

WHEREAS, the agreement provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, or other significant events or homeland security activities.

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

SECTION 1. Approval. The Statewide Mutual Aid and Assistance Agreement as presented to the Council on April 1, 2024 is hereby approved.

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

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

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

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

[SIGNATURES WILL APPEAR ON THE FOLLOWING PAGE]

SO RESOLVED this _	day of	, 2024.
		Angelyne Butler, Mayor
ATTEST:		
Randi Rainey, City Clerk	(SEAL)	
APPROVED AS TO FORM:		
City Attorney		

File Attachments for Item:

5. Council Approval of an Emergency Requisition Associated with the Public Safety Building – Planning and Community Development Department



City Council Agenda Item

Subject: Discussion and Approval of an Emergency Requisition Associated with the Public

Safety Building - Executive Office

Submitted By: James Shelby

Date Submitted: March 26, 2024

Work Session Date: April 1, 2024

Council Meeting Date: April 1, 2024

Background/History:

This emergency requisition is a proposal and recommendation from Grounded Engineering Services based on a geotechnical investigation of undeveloped portions of property associated with the Gillem Public Safety Building, specifically the concrete trash dumpster located at the edge of the parking lot. The geotechnical investigation was in response to the appearance of subsidence / sinkholes on the property in areas that were outside the limits of construction and disturbance for the project. Site Mix Pressure Grouting LLC will inject cement – based, high mobility geotechnical grout through driven injections pipes and into the soils surrounding the concrete trash dumpster pad at the edge of the parking lot to protect it from sinking.

Cost: \$ 15,700.00 Budgeted for: X Yes No

Financial Impact: No Financial Impact to General Fund

URA Bond 586-61-3510-54-1300

Action Requested from Council: Approval of an emergency requisition.

CITY OF FOREST PARK PURCHASE REQUISITION FORM

For purchases valued \$1,000 and up

This form must be completed prior to creating a Purchase Order

Department:	PCD			Requisition Date	: 3	3210 24
Prepared By:	Jame	5	helby			
			Explanation			
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		V410411	is guaron to a	redance		
See a	ttached 3 pag	e(s) or	line item(s)	and attached specification	ons	pages
			Budget			
	Attach proc	f of availa		nd provide the followi	ng:	
Budget Line Item	586	-61-3	3510-5	4-1300		
Funds Available:	URA BO	onds-		COST OF GOODS SOLD	15,	700.00
Current Vendor N If State Statewide Contra Current Contract	ewide Contract, project ID number: If Requisition is a Number: Complete this	replacing a	Solicitation	RFP advertisement is neede	llowing: Date:	needed)
			Solicitation	Request Form		
	goods or services: rchase option avail					
	rvices are needed:	avic :				
J		Λ			***	
Department Hea	d Authorization:	Hole	Signature		Date:	3-26-24
Purchasing Auth	norization:	// ,	Jung		Date:	
Finance Director	*•	1			Date:	
City Manager:					Date:	
 Attach 3 quote Have New Ve Email Requisi Once a fully s 	es (or justification if 3 qual ndors to send Vendor I tion form and additiona igned requisition has be	uotes could no nformation Fo I documents to sen returned to	ot be obtained) orm, w-9,and E- to procurements to you, create P	he Requisition Form will be and proof of budgeted funds Verify directly to <u>accountsoa</u> Morestoerkoa nov. O and proceed with purchas PO to Accounts Payable (co	yable@fore e.	(The last

Please complete, sign, and return Requisition Form along with all required documents to procurement@forestparkga.gov

Requisition will not be approved and PO will not be paid if not completed properly.



SiteMix Pressure Grouting, LLC

2310 Perimeter Park Drive Atlanta, GA 30341 770-452-0390 SiteMixGrouting.com

March 25, 2024

TO:

Grounded Engineering Services, LLC

4148 Industry Way

Suite E

Flowery Branch, GA 30542 Attn: Chris Settles, P.E. cjs@groundedservices.com

SUBJECT:

Proposal for Pressure Grouting Under Trash Dumpster Pad

JOB SITE:

2090 Anvil Block Road, Conley GA 30260

SCOPE OF WORK:

To inject cement-based, high-mobility geotechnical (HMG) grout through driven injection pipes and into soils under and around trash dumpster pad measuring approximately 22' x 15'. The job will take two days with the first day grouting along the perimeter of the pad to establish a grout curtain. There will be approximately 16 injections, averaging 3-8 feet in depth or until refusal. The injections will be made in order to stabilize soil and establish a grout curtain as discussed and specified. After the grout curtain is established around the perimeter of the pad a grouting course will be implemented under the pad in order to stabilize soils and increase load bearing capacity of the soils. Injections will be made through drilled holes and driven injection pipes. There will be approximately 12 injections made 3-8 feet in depth on 5-foot centers. Approximately 140-200 cubic feet required. All drilled holes will be patched with hydraulic cement. Injection rates, distances between points and depths are subject to change based on observed conditions or recommendations from Engineer.

SiteMix Pressure Grouting, LLC., hereinafter referred to as SPG, proposes to furnish:

A working crew of three (3) men including an experienced superintendent plus the following:

- 1. Portable grout plant that includes mixer and pump
- 2. 100 feet of grout hose
- 3. Hand tools including drills
- 4. Necessary water hoses and other supplies for completing the work

Grounded Engineering Services, LLC, hereinafter referred to as the Buyer, agrees to furnish free of charge to SPG:

- 1. Water at point of placement for mixing and clean up (3/4" water bib). There is a hydrant directly next to the pad. Customer will need to provide a meter with regulator.
- 2. Access to areas where work is to be performed for checking and /or performing work.

Proposal for Pressure Grouting Under Trash Dumpster Pad March 25, 2024

Item # 5.

- Identify and mark all underground structures such as water lines, gas lines, electrical lines, irrigation
 lines, septic tanks and all associated fixtures. SPG will not be responsible for damage to any underground
 structures.
- 4. See Contract Conditions

The work outlined above is to be performed for amounts listed below, including applicable insurance and taxes.

- 1. The sum of \$3,650.00 per working day (M-F, 8a-5p) will be charged for all labor, mobilization and setup. Approximately 2-3 days.
- 2. The sum of \$23.75 per placed cubic foot of high-mobility cementitious grout will be charged. Approximately 140-200 cubic feet.
- 3. Payment due Net 30

Proposal Accepted By (Print Name):__

This proposal is extended through May 31, 2024

Proposal Presented By:

John Knieper, Managing Member SiteMix Pressure Grouting, LLC. 2310 Perimeter Park Drive Atlanta, GA 30341

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined in Contract Conditions below.

Signature:		
Date:		
A deposit of	\$0,000.00 is required prior to the scheduling or beginning any work.	

CONTRACT CONDITIONS

CONTRACT TIME:

It is understood the work to be performed is in one continuous operation.

PRIOR NEGOTIATIONS:

All prior negotiations, proposals, correspondence and memoranda between buyer and SPG are superseded by this proposal. This proposal, in its entirety, shall be made an integral part of and incorporated into any purchase order, proposal or contract agreement resulting from it. SPG offer is subject to possible revision in Scope, Price and Terms if not accepted in writing by buyer within 30 days.

PRE-BID INFORMATION:

Information used in planning the work covered in this proposal has been furnished by the buyer, but SPG assumes no responsibility for its accuracy. If the conditions are not in accordance with the information furnished to SPG by buyer or others, the recommended procedures and Scope of Work of this proposal may not necessarily control, and any additional expenses incurred by SPG as a result of this difference will be reimbursed to SPG by buyer.

HIDDEN CONDITIONS:

It is understood that in undertaking to correct/repair conditions present, other conditions that were hidden may become known. Such consequences will be beyond SPGI's control, and assumes no responsibility for such consequences, although SPG will use the best skills and experience to avoid or minimize them.

TERMINATION OF CONTRACT:

If conditions exist beyond SPGI's control making it impossible for us to render performance as specified and buyer elects to terminate the contract, SPG will be entitled to a cancellation charge for any job set-up, in addition to reimbursement in full for all of SPGI's cost (including labor, materials and overhead) plus a reasonable profit for all work performed to date of written notification of termination by buyer.

PAYMENT TERMS:

Cash, Check or Credit Card paid in full at the job site on same day and time completed. Failure to pay as indicated renders all warranties null and void and all costs of collections and attorney's fees and court costs is the Buyer's responsibility. All amounts owed and not paid at completion of job shall be assessed a finance charge of one and one-half percent (1 1/2%) per month (18% per annum).

LIEN RIGHTS:

It is mutually agreed that SPG shall retain any and all rights conferred upon it by the lien status of any state, federal territorial government.











NON-COMPETITIVE PROCUREMENT REQUEST

Please Check the Type of Procurement Request: Emergency Sole or Single Source DATE: 3/27/2024 FROM: Department: Planning and Community Development Director/Department Head: James Shelby TO: John Wiggins, Director of Finance Department of Finance – Procurement 745 Forest Parkway, Forest Park, Georgia 30296 Requisition Number: Suggested Supplier: Site Mix Pressure Grouting LLC Description of Product/Services: Soil Stabilization and Bulk-In-Filling Grouting Estimate Amount of Purchase: \$ 15,700.00 Explain why the product/service requested is the only product/service that can satisfy your requirements and explain alternatives that are unacceptable. Be specific with regard to specification, features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken. Due to the nature of the request for sole source and emergency is in response to a geotechnical investigation of the appearance of subsidence / sinkholes on the property in areas that were outside the limits of construction and disturbance for the project. Site Will this purchase obligate the City of Forest Park to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one?) This is a service. Explain the impact to the City or Public if this Sole, Single or Emergency Source is not approved. The emergency source will prevent the city from spending additonal public funds on a concrete garbage dumpster if it damaged/detroyed by falling into a sinkhole. Department contact for additional information: NAME: James Shelby Phone#: 404 _ 201 _ 1099 I hereby request that this non-competitive procurement request be approved for the procurement of the above statement of work, material, equipment Signature Date: 03/27/2024 Do Not Write Below - Department of Finance - Procurement Only Procurement Officer Comments: meets the standard for an energency.

Page 46

RESOLUTION NO. 2024-____

A RESOLUTION TO AUTHORIZE EMERGENCY PROCUREMENT OF SERVICES FROM SITEMIX PRESSURE GROUTING, LLC TO REMEDY SUBSIDENCE AND SINKHOLES ON CITY PROPERTY.

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

WHEREAS, a geotechnical investigation was performed on the property where the Gillem Public Safety Building is also located; and

WHEREAS, the investigation determined that it is immediately necessary to stabilize the area to avoid further subsidence and sinkholes on the property; and

WHEREAS, Sec. 3-1-44 of the City's Code of Ordinances provides that emergency public works contracts less than \$100,000 in value do not have to comply with competitive bid award requirements; and

WHEREAS, SiteMix Pressure Grouting, LLC can perform the work for \$15,700; and

WHEREAS, this emergency procurement is necessary to protect the health, safety, and welfare of the citizens of Forest Park; and

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

SECTION 1. Approval of Vendor. The proposal from SiteMix Pressure Grouting, LLC as presented to the Council on April 1, 2024, is hereby approved.

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

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

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

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

SO RESOLVED this day of	, 2024.
	Angelyne Butler Mayor

ATTEST:	
City Cloub	(SEAL)
City Clerk	
APPROVED AS TO FORM:	
City Attorney	

File Attachments for Item:

6. Council Approval of the City Center Boundary Topographic and Utility Survey-Planning and Community Development Department/Capital Projects



City Council Agenda Item

Subject: City Center Boundary Topographic and Utility Survey– PCD-Capital Projects

Submitted By: James Shelby-Project Manager

Date Submitted: 3-26-2024

Work Session Date: April 1, 2024

Council Meeting Date: April 1, 2024

Background/History:

Precision Planning Inc. (PPI) is working with the City to design and prepare plans for the City Center project to include City Hall, Municipal Court, Police Headquarters and Recreation Facility. The new facility will be based on Preliminary Design drawings completed by Precision Planning, Inc. in December 2023. Falcon Design Consultants, LLC (FDC) has prepared a Task Order (TO) to assist the City of Forest Park with a boundary/topographic survey and underground utility locate for the future City Center location.

Cost: \$ 15,250.00 Budgeted for: X Yes No

No Impact on the General Funds

2015 SPLOST: 325-22-1510-54-2502

Action Requested from Council:

Approval of a Task Order for Falcon Design Consultants, LLC to prepared a Task Order (TO) to assist the City of Forest Park with a boundary/topographic survey and underground utility locate for the future City Center location.

Item # 6.



Task Order FDC 2024.03

To:	City of Forest Park	Date: March 13, 2024
Attn:	745 Forest Pkwy. Forest Park, GA 30297 Mr. James Shelby	From: Falcon Design Consultants, LLC
Project:	City Center	
TO No.:	FDC 2024.03	

Background Information and Project Scope

<u>Falcon Design Consultants, LLC (FDC)</u> has prepared this Task Order (TO) to assist the City of Forest Park with a boundary/topographic survey and underground utility locate for the future City Center location.

Task - A. Boundary/Topographic Survey

- Work to include field work and office time to complete boundary survey.
- Work to be performed using Georgia Plat Standards.
- Work to include field run topographic data.

Task - B. Underground Utility Locate

- Survey crew will survey locate the painted underground utilities.
- Work performed by Utility Marking, LLC.

Fee Estimate

The budget below includes staff time and expenses necessary to perform the scope of work outlined above. This budget is for the scope of work referenced above.

Design and Bid Services:Estimated BudgetA. Boundary/Topographic Survey:\$9,500.00B. Underground Utility Locate:\$5,750.00TOTAL LUMP SUM FEE\$15,250.00

Authorized:

As our authorization to proceed with the scope of work, schedule and fee structure outlined herein, please sign in the space provided below and return one copy to this office for our records.

AUTHORIZATION TO PROCEED - THIS TASK ORDER	ONLY	
Authorized by:	Title:	
Print Name:		Date:
Approved for Funding		
Authorized by:	Title:	
Print Name:		Date:
Budget Line Item #		

Item # 6.



Task Order FDC 2024.03

Authorized by:	Man Cuice	Title:	Managing Partner
Print Name:	Adam Price, P.E.	Date:_	03/13/2024

RESOLUTION NO. 2024-____

A RESOLUTION TO AUTHORIZE THE ISSUANCE OF A TASK ORDER TO FALCON DESIGN CONSULTANTS LLC TO LOCATE UNDERGROUND UTILITIES AND COMPLETE A BOUNDARY AND TOPOGRAPHIC SURVEY FOR CITY CENTER PROJECT.

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

WHEREAS, the City desires to issue a task order to Falcon Design Consultants, LLC to locate underground utilities and complete a boundary and topographic survey for the future City Center location.

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

SECTION 1. Approval of Vendor. Falcon Design Consultants, LLC's task order to locate underground utilities and prepare a boundary and topographic survey (Task Order FDC 2024.03) as presented to the Council on April 1, 2024, is hereby approved. Work shall commence upon the issuance of a notice to proceed from the City.

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

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 4th day of March, 2024.

ATTEST:		Angelyne Butler, Mayor
City Clerk	(SEAL)	
APPROVED AS TO FORM:		
City Attorney		

7. Council Approval to upfit seventeen (17) Police Vehicles- Police Department	

File Attachments for Item:



City Council Agenda Item

Council Discussion and Approval to upfit 17 Police Vehicles

Subject:

Submitted By: Brandon Criss (Police Chief)

Date Submitted: March 26,2024

Work Session Date: April 1, 2024

Council Meeting Date: April 1, 2024

Background/History:

Due to an aging fleet, Mayor and Council approved for the police department to purchase new patrol vehicles. Once the aforementioned vehicles were acquired, the vehicles were in need of being upfitted with equipment. The equipment installed on the vehicles will include, but not limited to: emergency lights, emergency sirens, storage racks, computer mounts, etc.

The Forest Park Police Department intends to proceed with HG2, a vendor already serving the city of Forest Park, to carry out the installation. The funding for this upfit, totaling \$241,043.00, has already been approved as part of the Capital Improvements budget.

Cost: \$	Budgeted for: X Yes	No
\$241,043.00		
Financial Impact: \$241,043.00		

Action Requested from Council: Vote for Approval





HG2 Emergency Lighting 20962 Sheridan St Fort Lauderdale FL 33332

Date	Invoice No.
03/12/24	4456

407-426-7700 sales@hg2lighting.com

407-426-7700 www.hg2lighting.com

Ship To		

P.O. Number	Terms	REP	Vehicle	Vin#

Item	Description	Quantity	Rate	Amount
Misc	Whelen Legacy 54" Core	1	0.00	0.00
Rear Visor	Rear Visor Blue/White 2022 Ford PI Utility	1	0.00	0.00T
Misc	Whelen Core Controler Remote Head	1	0.00	0.00
Misc	OBD Intergration Cable	1	0.00	0.00
Misc	Expansion Module 24 Channel	1	0.00	0.00
Misc	100 Watt Speaker	1	0.00	0.00
Misc	Rumbler Low Frequency Siren with Brackets	1	0.00	0.00
Misc	BlueWhite Under Mirror Lights	1	0.00	0.00
Misc	Blue/White Tag Lights	1	0.00	0.00
Misc	Push Bumper with 4 Light Channel	1	0.00	0.00
Misc	Full Prisoner Transport Cage with Door Panels and Window Bars	1	0.00	0.00
Misc	Center Console with Cup Holder arm Rest and Built in Printer Mount	1	0.00	0.00
MagMic	Magnetic Mic	2	0.00	0.00T
Misc	Dual Weapon Mount	1	0.00	0.00
Misc	Brother Pocketjet printer with USB Cable and Power Cord	1	0.00	0.00
Misc	Laptop Stand with Universal Cradle	1	0.00	0.00
Labor	Labor/Installation		0.00	0.00T
Misc	Bundle Package Price Contract	17	14,179.00	241,043.00
			Subtotal	\$241,043.00
			Sales Tax (0.0%)	\$0.00
			Total	\$241,043.00

Fi	ile	Atta	chr	nen	ts	for	Item:
		Δ LLQ	UIII		LO	ıvı	ILCIII.

8. Council Approval to Purchase seven (7) portable Radios for the Police Department-Police Department



City Council Agenda Item

Council Discussion and Approval to Purchase 7 portable Radios for the

Subject: Police Department

Submitted By: Brandon Criss (Police Chief)

Date Submitted: March 26,2024

Work Session Date: April 1, 2024

Council Meeting Date: April 1, 2024

Background/History:

The Forest Park Police Department has 95 sworn positions allocated to it. When the portable radios were initially ordered a few years ago, the order did not cover all the sworn positions, nor did it factor in potential losses or damages to equipment. With all allotted positions now spoken for, the police department needs additional radios for incoming police officers and radios to keep as a spare.

Therefore, the department requests approval to purchase 7 extra portable radios to meet its equipment requirements.

Cost: \$	Budgeted for: X Yes	No
39,148		
Financial Impact: \$39,148		

Action Requested from Council: Vote for Approval

RESOLUTION NO. 2024-____

A RESOLUTION TO AUTHORIZE THE PURCHASE OF SEVEN (7) PORTABLE RADIOS FOR THE FOREST PARK POLICE DEPARTMENT.

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

WHEREAS, the City's Police Department requires additional portable radios for its incoming police officers; and

WHEREAS, pursuant to Sec. 3-1-9(b)(3) of the City's Code of Ordinances, competitive bids are not required for purchases made pursuant to a state contract; and

WHEREAS, the State of Georgia has an existing contract with Motorola Solutions (Contract No. 99999-SPD0000172-011) under which the City can purchase the portable radios;

WHEREAS, this equipment is necessary to protect the health, safety, and welfare of the citizens of Forest Park; and

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

SECTION 1. Approval of Vendor. The quote from Motorola Solutions for portable radios as presented to the Council on April 1, 2024, is hereby approved.

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

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

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

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

SO RESOLVED this	day of	, 2024.
ATTEST:		Angelyne Butler, Mayor
City Clerk	(SEAL)	

ltem	

APPROVED AS TO FORM:	
City Attorney	

CITY OF FOREST PARK PURCHASE REQUISITION FORM

For purchases valued \$1,000 and up

This form must be completed prior to creating a Purchase Order

Department :	Police			Requisition Date:	3/26/2024
Prepared By:	Lakeya Payton				
		# 100 200	Explanation		
This Requisition	is for:	New	radios for the	police department.	
☐ Services		NOW	radios for the	ponoo doparament.	
Goods					
□ Public Works	Construction				
□ Other ———					
Other -		Justi	fication for Rec	quest:	
See a	attached pag	e(s) or	line item(s) an	d attached specifications	pages
			Budget		
	Attach pro	of of availa		provide the following	
Budget Line Item					Hills on a second more consistent and the second more consistent and the second more consistent and the second
Funds Available:					
			Vendor		
New ver	ndors must complete ti	ne Vendor/Su		orm and provide a w-9 and	E-Verify Affidavit.
Select w	hether vendor is	a new or c	urrent vendor o	of the City and provid	e the following:
□New ■Current	Vendor Name:	MOTORO	LA SOLUTIONS		
Current Vendor I		026969			
				ich one quote. Three quotes	s are not needed)
Statewide Contra		99999-SPD00		ract, provide the follo	wina:
Current Contract		replacing	a current cont	Contract Expiration D	
Carrone Contract		24-74-7-		•	
	Complete this	section only	Solicitation if a formal bid or RF	P advertisement is needed	
			Solicitation Re		
Estimated cost o	f goods or service	Algebras was also seems valued and	\$39,148.20		
	ırchase option ava				
	ervices are needed				
			Signatures		,
Department Hea	ad Authorization:	TK	C		Date: 3/26/24
Purchasing Aut	horization:				Date:
Finance Directo	or:				Date:
City Manager:					Date:
Instructions:					

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







FOREST PARK, CITY OF

03/20/2024

The design, technical, pricing, and other information ("Information ") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola ") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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03/20/2024

FOREST PARK, CITY OF 4539 JONESBORO RD FOREST PARK, GA 30297

Dear Lowens,

Motorola Solutions is pleased to present FOREST PARK, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

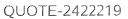
This information is provided to assist you in your evaluation process. Our goal is to provide FOREST PARK, CITY OF with the best products and services available in the communications industry. Please direct any questions to Dena Nunz at dena.nunz@deirr.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Dena Nunz

Motorola Solutions Manufacturer's Representative





Billing Address: FOREST PARK, CITY OF 4539 JONESBORO RD FOREST PARK, GA 30297 US

Quote Date:03/20/2024 Expiration Date:05/19/2024 Quote Created By: Dena Nunz dena.nunz@deirr.com

End Customer: FOREST PARK, CITY OF Lowens

				ATTA-	* 100	
Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	7	\$3,595.00	\$2,624.35	\$18,370.45
1a	H869BZ	ENH: MULTIKEY	7	\$363.00	\$264.99	\$1,854.93
1b	Q361AR	ADD: P25 9600 BAUD TRUNKING	7	\$330.00	\$240.90	\$1,686.30
1c	QA00580AC	ADD: TDMA OPERATION	7	\$495.00	\$361.35	\$2,529.45
1d	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	7	\$0.00	\$0.00	\$0.00
1e	H38BT	ADD: SMARTZONE OPERATION	7	\$1,320.00	\$963.60	\$6,745.20
1f	QA09113AB	ADD: BASELINE RELEASE SW	7	\$0.00	\$0.00	\$0.00
1g	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	7	\$567.00	\$413.91	\$2,897.37
1h	Q629AK	ENH: AES ENCRYPTION AND ADP	7	\$523.00	\$381.79	\$2,672.53
2	LSV00Q00202A	DEVICE PROGRAMMING	7	\$121.43	\$121.43	\$850.01
3	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	7	\$186.50	\$136.15	\$953.05
4	PMMN4065AL	MICROPHONE,IMPRES RSM, IP57	7	\$115.24	\$84.13	\$588.91
			Company of the second of the second	and the second of the second o		

Grand Total

\$39,148.20(USD)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Notes:

Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to





Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead

(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the Legal Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

9. Council Approval to purchase one (1) Police Vehicle-Police Department							

File Attachments for Item:



City Council Agenda Item

Council Discussion and Approval to purchase 1 Police Vehicle

Subject:

Submitted By: Brandon Criss (Police Chief)

Date Submitted: March 26,2024

Work Session Date: April 1, 2024

Council Meeting Date: April 1, 2024

Background/History:

Historically, vehicle acquisitions were tailored to meet staffing needs, but due to the recent decrease in vacancies and the recent loss of a vehicle, the existing fleet does not align with the current requirements. At present, all positions (excluding the deputy chief position) are spoken for in the Police Department.

The Forest Park Police Department is aiming to procure 1 Dodge Challenger at a total cost of \$47,140. The funds for this purchase has already been approved via Capital Improvements. This investment is intended to address immediate vehicle needs, align with the current staffing levels, and contribute to the overarching mission of the police department.

Cost: \$	Budgeted for:	Χ	Yes	No
47140	_			_
Financial Impact: \$47,140				

Action Requested from Council: Vote for Approval

CITY OF FOREST PARK PURCHASE REQUISITION FORM

For purchases valued \$1,000 and up

This form must be completed prior to creating a Purchase Order

Department :	Police			Requisition Date:	03/04/2024			
Prepared By:	L.E. Owens							
			Explanation	19 (19 m)				
This Requisition i	is for:	(1) 2	023 Dodge Cha	allenger for use at the	e Police Department			
☐ Services		(· / –						
■ Goods		(3) G	Quotes attached	l, item is not on state	wide contract			
☐ Public Works (Construction							
☐ Other ———								
			fication for Req					
See a	ttached page	(s) or	line item(s) and	d attached specifications	pages			
Budget								
Attach proof of available funds and provide the following:								
Budget Line Item	: 300-31-3210-54-250	2			`			
Funds Available:	\$333,884.00			Andrew	ALL CONTRACTOR OF THE PARTY OF			
Marria	where much complete the	· Vondor/Su	Vendor	rm and provide a w-9 and E	=_Verify Affidavit			
New ver	hother vendor is a	new or c	urrent vendor o	f the City and provide	e the following:			
■New □Current			DJR of Warner Ro					
Current Vendor N								
		ovide the	following: (Attac	ch one quote. Three quotes	are not needed)			
Statewide Contra	act ID number:							
	······································	eplacing		act, provide the follo				
Current Contract Number:			Contract Expiration Date:					
			Solicitation					
Complete this section only if a formal bid or RFP advertisement is needed.								
Also attach Solicitation Request Form								
Estimated cost of goods or services:								
Is cooperative purchase option available? Date goods or services are needed:								
Date goods or se	rvices are needed.		1					
			Signatures					
Department Head Authorization:			<u> 3-6-</u>		Date: 3 4 24			
Purchasing Aut	horization:				Date:			
Finance Director:			AND ENGLISHED AND ADDRESS OF THE PARTY OF TH		Date:			
City Manager:					Date:			
Instructions:								

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



Please complete, sign, and return Requisition Form along with all required documents to procurement@forestparkga.gov

Requisition will not be approved and PO will not be paid if not completed properly.

Item # 9.

Five Star CDJR of Warner Robins

Date:

3/4/2024

Salesperson: Manager:

Christian Salinas

FOR INTERNAL USE ONLY

CUSTOMER CITY OF FOREST PARK POLICE DEPT			Home Phone :		
Address: ,		Work Phone :			
E-Mail :				Cell Phone :	
VEHICLE					
Stock #:		New	VIN: 2C3CDZFJ9PH668380	Mileage: 37	
	2023 Dodge Challenger		Color : White Knuc	kle C	
Type:	R/T Scat Pack 2dr Rear-Wheel Dr	ive	LADX22		
	Market Value Selling Price			51,455.00	
Discount				3,087.00	
Rebate			2,000.00		
Adjusted Price			46,368.00		
Dealer Service Charge			799.00		
Non Tax Fees			3.00		
Cash Deposit			.00		
	Balance			47,170.00	
Customer Approva	al·		Management Approval:		
By signing this au nformation. By sig verbal and written	ar. Introduced the above performed the above performing above. I provide to the dealership and its communications including but not limited to elinly. This is not an offer or contract for sale.	affiliates conse	nt to communicate with me about my vehic	cle or any future vehicles using electronic.	
		Type Co	mments Here:		
		and the second s	The second section of the second seco	The state of the s	

Item # 9.



Date:

3/4/2024

Salesperson: Curtis Weaver

Manager:

Brad Campbell

FOR INTERNAL USE ONLY

CUSTOMER	Mr. Loyd Owens		Home Phone : (404) 308-4700		
Address :	,		Work Phone :		
E-Mai	l: lowens@forestparkga.gov		Cell Phone : (404) 308-4700		
/EHICLE Stock # : F	PH678082 New / Used : New	VIN: 2C3CDZFJ7PH678082	Mileage: <i>10</i>		
Vehicle : 2023 Dodge Challenger		Color : White Knuck	Color : <i>White Knuckle C</i>		
Type: R/T Scat Pack 2dr Rear-Wheel Drive		LADX22	LADX22		
	Market Value Selling Price		51,455.00		
	Discount		2,058.00		
Rebate			2,000.00		
	Adjusted Price		47,397.00		
Dealer Service Charge			799.00		
Non Tax Fees			41.00		
Cash Deposit			.00		
	Balance	***************************************	48,237.00		

Customer Approval: ______ Management Approval: ______ By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

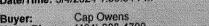
Type Comments Here:

Date/Time: 3/4/2024 1:59:34 PM

Cap Owens (404) 308-4700 (404) 308-4700 Forest Park, GA 30297

Salesperson: Abez-lke Redwood

Item # 9.



Buyer: Home Phone: Cell Phone: Address:



Jeep TRAM

2023 Dodge Challenger R/T Scat Pack L323031

VIN: 2C3CDZFJ3PH587360 Odometer: 11 Color: White Knuckle Clearcoat Body Type: 2dr Car

\$53,740.00
\$2,000.00
\$51,740.00
0.00
0.00
\$122.00
\$599.99
0.00
0.00
\$52,461.99

Date Customer Signature Date Manager Signature

File	Atta	chm	ents	for	Item:
ıııc	Δ LLQ		CIILO	101	ILCIII.

10. Council Approval for the Purchase of Playground Equipment for Pocket Parks-Public Works Department



City Council Agenda Item

Title of Agenda Item: Proposal for Purchase of Playground Equipment for Pocket Parks

Submitted By: Nigel Wattley

Date Submitted: 3-28-2024

Work Session Date: 3-28-2024

Council Meeting Date: 4-1-2024

Background/History:

In line with our ongoing efforts to enhance the parks throughout the City, staff is presenting a proposal for the purchase of new playground equipment for the pocket parks located in Wards 3, 4, and 5. The details of the proposal are outlined below:

Proposal Details:

• Total Cost: \$275,271.25

Allocation by Ward:

Ward #3 – Theater Park: \$68,817.81
Ward #4 – Perkins Park: \$68,817.81
Ward #4 – Second St Park: \$68,817.81

Ward #5 – Alder Park: \$68,817.81

Components of Playground Equipment:

- Each playground equipment consists of over 13 unique components directly attached to the main playground structure, offering various play experiences for children.
- Additional Equipment:
 - ADA compliant Single Spigot water fountain (except Alder Park, due to lack of water source)
 - Recycled 6' plastic bench.
 - Plastic border timbers and 1 ADA border half ramp for each site (this holds mulch in place)
 - Loose fill rubber mulch (to be installed on top of existing mulch, providing cost savings to the City)

Contract Details:

- The proposed purchasing agreement is with PlaySouth Playground Creator, under the following contract:
 - Burke Sourcewell Contract #010521-BUR
 - Forest Park member #77837

Fundina:

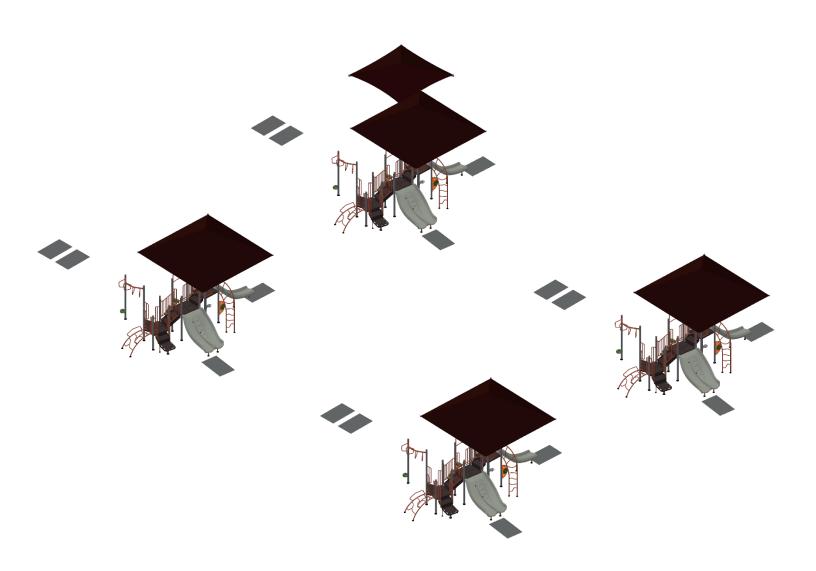
• The funding for this proposal will be drawn from each Ward's Project line item to cover the total cost.

<u>Conclusion:</u> This proposal includes all materials and labor, excluding the water fountains, which will be replaced by Public Works upon delivery. The initiative aims to provide safe and engaging play spaces for children across the City.

Action Requested from Council:		
Consideration and Approval to enter into a contract.		
Cost: \$ 275,271.25	Budgeted for: X Yes	No
Financial Impact:		



5230 Jones Rd | Forest Park, GA 30297



PlaySouth Playground Creators

PO Box 492467 | Atlanta, GA 30349 | 770-719-9005







PO Box 492467 Atlanta, GA 30349 (770) 719-9005 Date: Quote #: Rep:

Direct:

3.13.2024 FP3.24.01 Tom Bengtson (770) 823-8487

QUOTATION

	Bill to	:	Ship to:			
Name	City of Forest Park		Forest Park Public Works			
Address	745 Forest Pkwy		5230 Jones Rd.	-		
City, State Zip	Forest Park, GA 3029	7	Forest Park, GA 30297			
Contact/Phone	Nigel Wattely (404)60					
Email	nwattely@forestparkg	a.gov	County: Clayton			
	1					
Qty	Model Number	Description		Unit Price		TAL AMOUNT
1	132-181806-1	4 x SY-3007, 12'x12'x8'H single	post shade, 16 x swing/slide mats	 	\$	169,345.00
		OPEN MARKET:				
3	GRK85	Single Spigot Water Fountain (D	Delivered Not Installed)		\$	15,450.00
	Cititoo	`	elow includes Freight and Installation		Ψ	10,400.00
4	RPBCH		ack (grey seat/back, black post/frame)		\$	3,800.00
1	APS4		and 1 x ADA border half ramp for each site		\$	18,750.00
1	LFRMLCH	Loose fill rubber mulch (Brown)	Installed to add 2" depth to existing mulch.		\$	27,000.00
			Less Sourcewell Contract Discount		\$	(25,401.75)
		Burke Sourcewell Contract #0	10521-BUR			
		Forest Park member #: 77837				
	Notes to Customer:	All site prep to be performed by	quetomor			
	Notes to Customer.	Playground sites require a 1% g				
		Existing mulch must be moved/r				
			staged and delivered to Public Works wareh	ouse.		
			nt and mulch to each site/park as needed.			
	NOTES:					
	*This quote is vali	d for 30 days only. Please allow	v 12-14 weeks lead time for			
	production, transit	and installation.				
	**Please return th	s signed quote along with the o	official Purchase Order. The balance is			
		0 days after delivery.	ible for landscaping and grass that is			
	accidentally dama	ged during this construction pro	niect			
			bility of the customer. Please locate			
	utilities prior to ord		,			
	* Pricing does not	include permitting if required by	y city. Any permits will be responsibility			
	of the customer.					
				SubTotal	\$	208,943.25
				Freight	\$	6,950.00
COLORS:			Sales Tax Rate			
	NEED INFO		Installation (Burke On	ly)	\$	59,378.00
			•	GRAND TOTAL	\$	275,271.25
			Authorized signature & date) :		

Your signature, date and color selections must be completed above for order acceptance. Full payment is due within 30 days after completion. Standard rock clause will apply to installation services.









5230 Jones Rd | Forest Park, GA 30297

March 11, 2024

Nigel Wattley Forest Park 745 Forest Pkwy Forest Park, GA 30297 Phone: (470) 898-4130

Dear Nigel Wattley:

PlaySouth Playground Creators is delighted to provide Forest Park with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. PlaySouth Playground Creators is confident that this proposal will satisfy Forest Park's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with Forest Park. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Tom Bengtson

Sales Representative

PlaySouth Playground Creators PO Box 492467 Atlanta, GA 30349

www.bciburke.com

Phone: 770-719-9005 Fax: 770-719-9005 tom@playsouth.net







About PlaySouth Playground Creators

PlaySouth Playground Creators is based in Newnan, Georgia and was established in 2015 with 3 seasoned commercial playground industry veterans with over 60 years combined experience. Most of the relationships we enjoy with our vendors and suppliers actually began decades ago while employed at other playground companies. These relationships are important because they facilitate the timely and accurate deliveries we need to keep the work flowing on schedule and to meet deadlines. We've now doubled the size of our team and continue on a strong growth track because of our commitment to providing exceptional customer service! Additionally, our exclusive sub-contractor installer and PlaySouth's founder have worked together on projects for over 20 years and have built a seamless working model of communication and execution of the projects.

We are proud of our exclusive distributorship of Burke Commercial Playground Equipment throughout the entire state of Georgia, and we have received numerous awards and recognition from Burke for our territory coverage and the excellent customer service we provide to all of our mutual customers across the state. Without a doubt, the combined Burke and PlaySouth warranty coverage gives you the longest protection and lowest cost of ownership in the industry! We also represent other strong manufacturers in the recreation products industry so that we can offer shades, steel shelters, site amenities, field and court equipment and related products for your facilities.

The PlaySouth team stands ready to accomplish the work outlined in our proposal. We have the financial strength, well-trained personnel, supplier and subcontractor relationships, and all of the necessary tools and equipment to successfully perform your playground delivery and installation. Our current workload is very manageable, and we can assure you that we continue to have the resources in place to execute this work should it be awarded to us.

Thank you for your consideration of BCI Burke and PlaySouth!

David A. (Andy) Bryant, President PlaySouth, LLC



Why choose PlaySouth and Burke?

PlaySouth is the exclusive authorized distributor for BCI Burke commercial playground equipment throughout the state of Georgia. Burke is celebrating its Centennial this year – 100 years of manufacturing quality commercial playgrounds all over the world! Our team at PlaySouth has over 75 years of combined experience in the commercial playground industry including sales, project management, installations and ongoing customer support.

PlaySouth contracts exclusively with a playground installation firm over 20 years old, owned and operated by a nationally Certified Playground Safety Inspector. In addition to this CPSI designation the onsite superintendent has been factory trained and certified by Burke at their plant, as well as by the National Playground Contractors Association (NPCAI).

WARRANTY PROTECTION:

A strong differentiator between us and our competitors centers around warranty coverage for your new playground purchase. Burkes "Generations Warranty" provides a complete, non-prorated warranty for specific periods of time based on the material. There is **no deduction** for age of the item that fails under the warranty period, and the shipping is **free** for the covered part. What's really different about Burke's factory warranty is that Burke extends new warranty coverage on the replacement part for **the full warranty period all over again**!

In addition to Burke's strong warranty, PlaySouth offers a **Supplemental Warranty** that gives you *free labor* to replace any part provided by Burke under their warranty! This is absolutely the lowest cost of ownership in the industry!! Complete details are in our proposal packet.

PROJECT TIMELINE:

Production/manufacturing – this part of the lead time is seasonally affected. In late fall through the winter months lead times are typically 4-5 weeks from order entry to ship date. Then beginning in March the lead times begin building up to their peak of between 8-12 weeks during the summer and early fall months.

Installation – after the equipment ships, there's about 4-5 business days in transit until our crew receives the shipment and begins work. This project will take approximately 2 weeks of installation time. Start-to-finish, your playground will take us between 8 to 14 weeks from order date until the children are playing on it, depending on the time of year that the order is placed.



PlaySouth Current Clients

Marietta City Schools

Multiple Locations in Marietta- seven different elementary schools Jimmy Pace 404.580.5598 jpace@marietta-city.k12ga.us More than \$775,000 in product installation in the last three years

Tift County Parks and Recreation

Puckett Park playground Tim Petrea: (229)382-3262 \$130,000 in product installation in 2023.

Douglasville Parks and Recreation

Fowler Field Park
Chris Bass bassc@douglasville.gov
More than \$250,000 in product installation in the last 2 years.

Cobb County Parks

Multiple Locations in Cobb County- Mud Creek Soccer, Old Clarkdale Park, East Cobb Park, Traemore Park, Lost Mountain Park, Sweat Mountain Park, Sewell Park Mackie Temple 678.776.6647 james.temple@cobbcounty.org

More than \$750,000 in product installation in the last three years

Lanier County Schools

Lanier County Elementary School Gene Culpepper (Superintendent) (229)563-4282 Gene.Culpepper@lanier.k12.ga.us More than \$350,000 in playground and surfacing installation in July 2023.

Lowndes County Schools- \$123,000 Alpharetta Parks and Recreation- \$125,000 Pace Academy- \$1,135,000 Primrose Academy- \$135,000 DeKalb County Parks- \$795,000 Ben Hill County- \$40,000 First Baptist Lagrange- \$175,000 Fulton County Schools- \$88,000
Fayette County School- \$44,000
Smyrna FUMC- \$225,000
Sixes Property Mgt.- \$325,000
Forsyth County Parks- \$633,000
Fayetteville City Center Park- \$175,000
Antioch Baptist Sylvester- \$50,000

COOPERATIVE PURCHASING OPTIONS

PLAYGROUNDS WITHOUT ALL THE PAPERWORK

Purchasing with contracts may sound intimidating, but getting your community playspace doesn't need to be a painful process of writing specifications, issuing RFP's and jumping through hoops – it can be simplified – we promise! As you continue planning for your new playground, review the Purchasing Contracts offered through our partners.

EQUALIS GROUP

Equalis is an innovative cooperative purchasing organization that believes in the power of partnership and that when you work together you achieve more. The basic premise of the Equalis cooperative purchasing organization is to leverage the combined buying power of all members for better pricing and favorable contract terms. Equalis Group uses the lead agency model for competitively bid contracts, provides our participants the savings they expect and offers efficiencies and peace of mind within the procurement process. It is our mission to continuously improve the measurable and meaningful impact of cooperative services for everyone throughout the supply chain.

GOVMVMT

GOVMVMT is a non-profit group purchasing organization that meets the highest industry standards while putting the public's interest at the forefront of everything they do. Each one of GOVMVMT's first-class suppliers has consciously joined their mission to create the most credible, ethical, and public agency-focused non-profit cooperative purchasing program in the country.

GSA

Federal parks, child development programs, military bases and other agencies are a major priority for BCI Burke, and agencies can purchase Burke playgrounds through Burke's GSA contract for installation virtually anywhere in the world.

OMNIA PARTNERS

OMNIA Partners, Public Sector (Subsidiary National IPA) is the largest and most experienced organization in purchasing and supply chain management. Comprised of participants and suppliers in the public sector, we bring together industry-leading buying power and world-class suppliers to offer an extensive portfolio of competitively solicited and publicly awarded contracts and partnerships. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

SOURCEWELL

As a leader in cooperative purchasing, Sourcewell is passionate about helping members fulfill their public service missions. Sourcewell builds strong relationships with members and vendors to develop practical solutions together.

The easiest way to Join Our Movement is to call your local Representative at 800.266.1250 or visit bciburke.com/rep. Our passion is bringing play to communities like yours and we can't wait to help you get started!



















DESIGN SUMMARY

PlaySouth Playground Creators is very pleased to present this Proposal for consideration for the Pocket Parks located in Forest Park. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Forest Park. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

Project Name: Pocket ParksProject Number: 132-181806-1

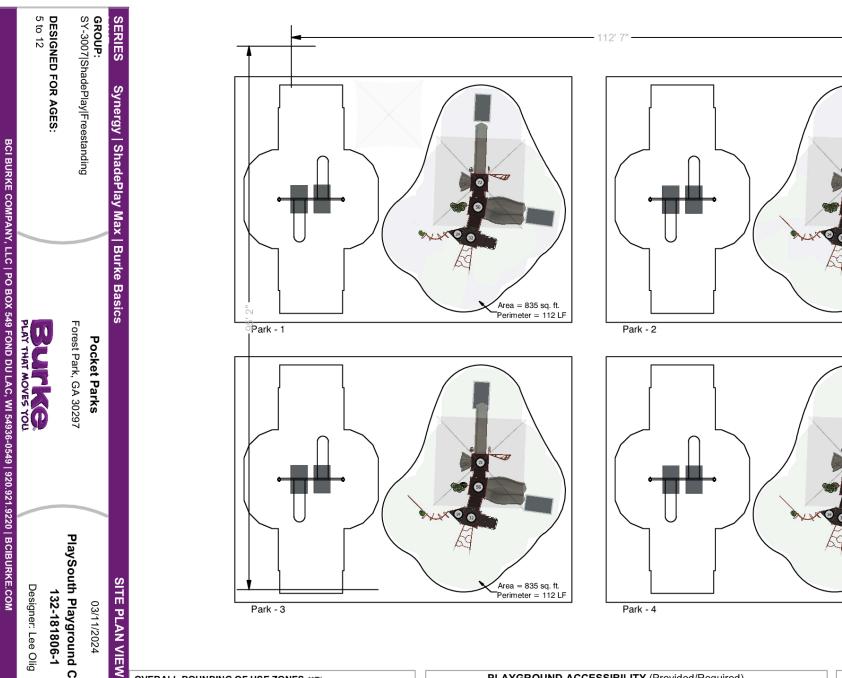
User Capacity: 216
Age Groups: 5 to 12
Dimensions: 96' 3"x87' 9"
Designer Name: Lee Olig

PlaySouth Playground Creators has developed a custom playground configuration based on the requirements as they have been presented for the Pocket Parks playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 132-181806-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Pocket Parks playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.





OVERALL BOUNDING OF USE ZONES **The space

Area: 10702.6 sq.ft. Perimeter: 415.3 ft.

Creators

STRUCTURE SIZE: 2"x112' 7" POST SIZE(S3:5"

requirements shown here are to ASTM standards. Requirements for other standards may be different.

	PLAYGROUND ACCESSIBILITY (Provided/Required)								
TOTAL ELEVATED TRANSFER RAMP GROUND TYPES OF EVENTS EVENTS ACCESSIBLE ACCESSIBLE EVENTS GROUND EVENT									
	45	36 / 18	28 / 9	0/9	9 / 12	3/5			

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Area = 835 sq. ft.

Perimeter = 112 LF

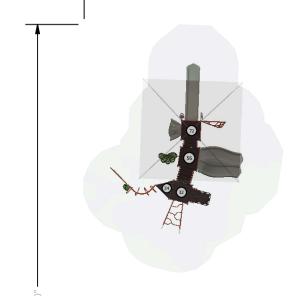
Area = 835 sq. ft.

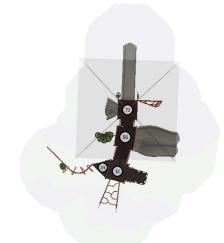
Perimeter = 112 LF

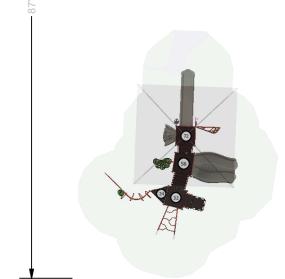
Page 88

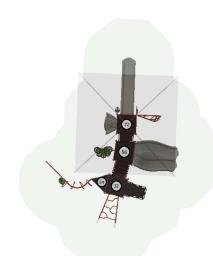
Item # 10.











BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

Forest Park, GA 30297 **Pocket Parks**

GROUP: SY-3007 SERIES

Synergy

DESIGNED FOR AGES: 5 to 12

PlaySouth Playground 132-181806-1 03/11/2024 Creators

Designer: Lee Olig

SITE PLAN VIEW

OVERALL BOUNDING OF USE ZONES **The space Area: 10702.6 sq.ft. Perimeter: 415.3 ft.

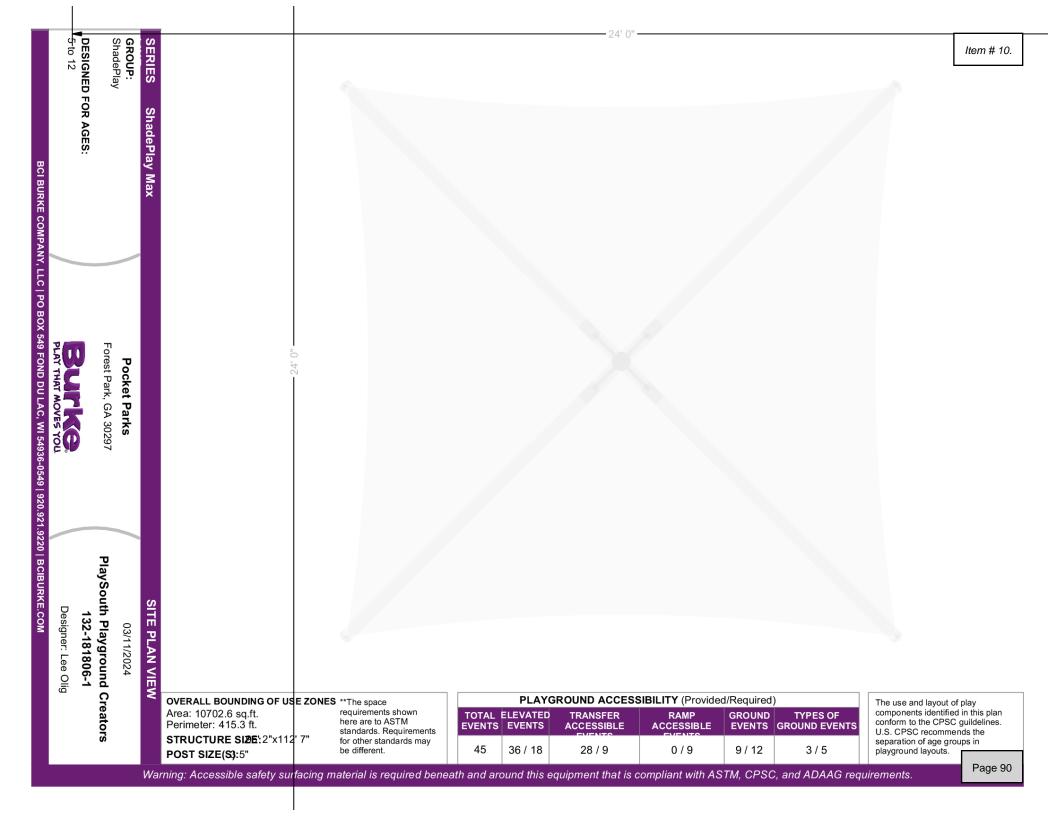
STRUCTURE SIZE: 2"x112' 7" POST SIZE(S):5"

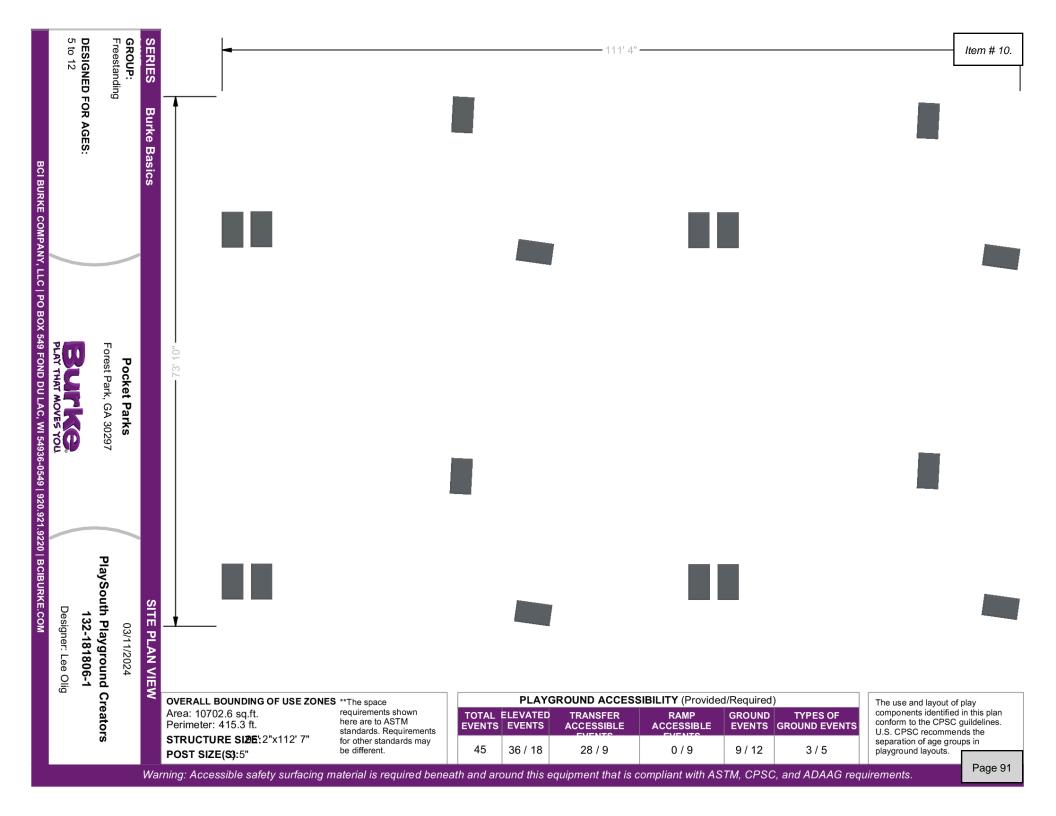
requirements shown here are to ASTM standards. Requirements for other standards may be different.

	PLAYGROUND ACCESSIBILITY (Provided/Required)								
	ELEVATED EVENTS	TRANSFER ACCESSIBLE	RAMP ACCESSIBLE	GROUND EVENTS	TYPES OF GROUND EVENTS				
45	36 / 18	28 / 9	0/9	9 / 12	3/5				

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Page 89





GROUP:	OFRICO
	Syner

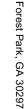
SY-3007







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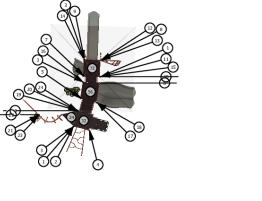


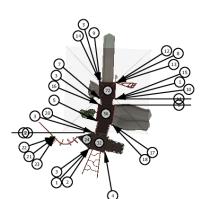


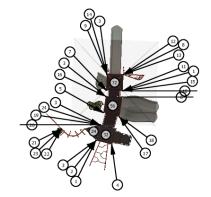
132-181806-1

Designer: Lee Olig

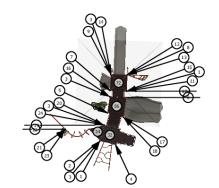
PlaySouth Playground Creators



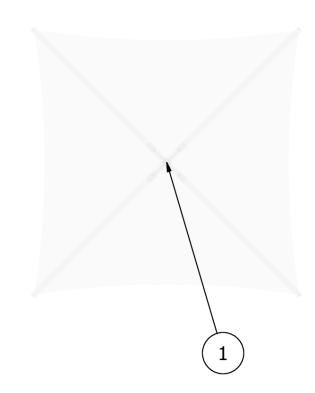




ITEM	COMP.	DESCRIPTION	
1	290-0102	SQUARE PLATFORM	Item # 10.
2	390-0288	BETA CLIMBER 32"-40"	
3	290-0110	CLIMBER ENCLOSURE	
4	390-0150	TRANSFER STATION, BARRIER 32"	
5	390-0101	24" TRANSITION STAIR W/BARRIERS	
6	290-0103	TRAPEZOID PLATFORM	
7	390-0106	16" TRANSITION STAIR W/BARRIERS	
8	590-0140	SPINNER CRESCENT PANEL	
9	490-0167	SINGLE LEAF SEAT	
10	390-0291	VIA CLIMBER 64"-72"	
11	290-0104	OFFSET ENCLOSURE	
12	490-0144	VELO SLIDE 64"-72"	
13	490-0141	SLIDE SIT DOWN BAR	
14	390-0261	MANITOU CLIMBER 72"	
15	490-0126	15' X 15' SHADEPLAY CANOPY	
16	390-0280	PETAL STEP CLIMBER 56"	
17	490-0137	LUGE SLIDE 48"-56"	
18	490-0138	DOUBLE SLIDE SIT DOWN BAR	
19	290-0106	TRIANGLE PLATFORM	
20	290-0101	8" CLOSURE PLATE	
21	390-0276	90 DEGREE OVERHEAD, SYNERGY	
22	590-0104	3-IN-A-ROW RING PANEL	
23	390-0225	SYNERGY LAUNCH PAD	
24	390-0129	CRUX CLIMBER 24"	



ITEM	COMP.	DESCRIPTION	
1	560-2751	12' X 12' X 10' SHADEPLAY MAXSINGLE P	Item # 10.



GROUP: ShadePlay SERIES ShadePlay Max

DESIGNED FOR AGES: 5 to 12

Pocket Parks

Forest Park, GA 30297

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

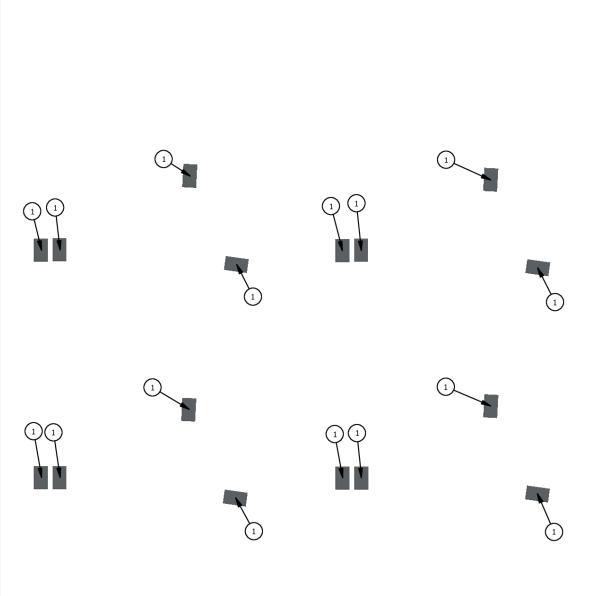
PLAY THAT MOVES YOU

PlaySouth Playground Creators 132-181806-1 03/11/2024

COMPONENT VIEW

Designer: Lee Olig

ITEM	COMP.	DESCRIPTION	
1	046-0536	PLAYMAT 3' X 5' X 2"	Item # 10.



BUTKO.
PLAY THAT MOVES YOU

Pocket Parks
Forest Park, GA 30297

PlaySouth Playground Creators

03/11/2024

132-181806-1Designer: Lee Olig

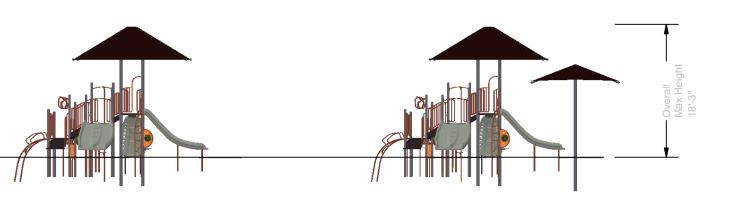
COMPONENT VIEW

GROUP:Freestanding

DESIGNED FOR AGES: 5 to 12

SERIES

Burke Basics



Synergy | ShadePlay Max | Burke Basics

SERIES

GROUP:SY-3007|ShadePlay|Freestanding

DESIGNED FOR AGES: 5 to 12

Pocket Parks

Forest Park, GA 30297

Burke,
PLAY THAT MOVES YOU

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

Maximum Fall Height 8'-4"

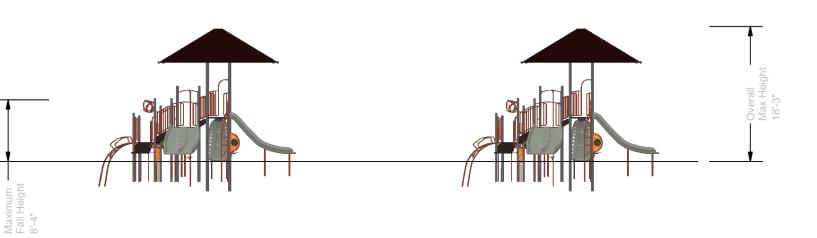
03/11/2024

ELEVATION VIEW

PlaySouth Playground Creators 132-181806-1

Designer: Lee Olig

Page 95



GROUP: SY-3007 **DESIGNED FOR AGES:** 5 to 12 BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM Burke,
PLAY THAT MOVES YOU Forest Park, GA 30297 **Pocket Parks**

SERIES

Synergy

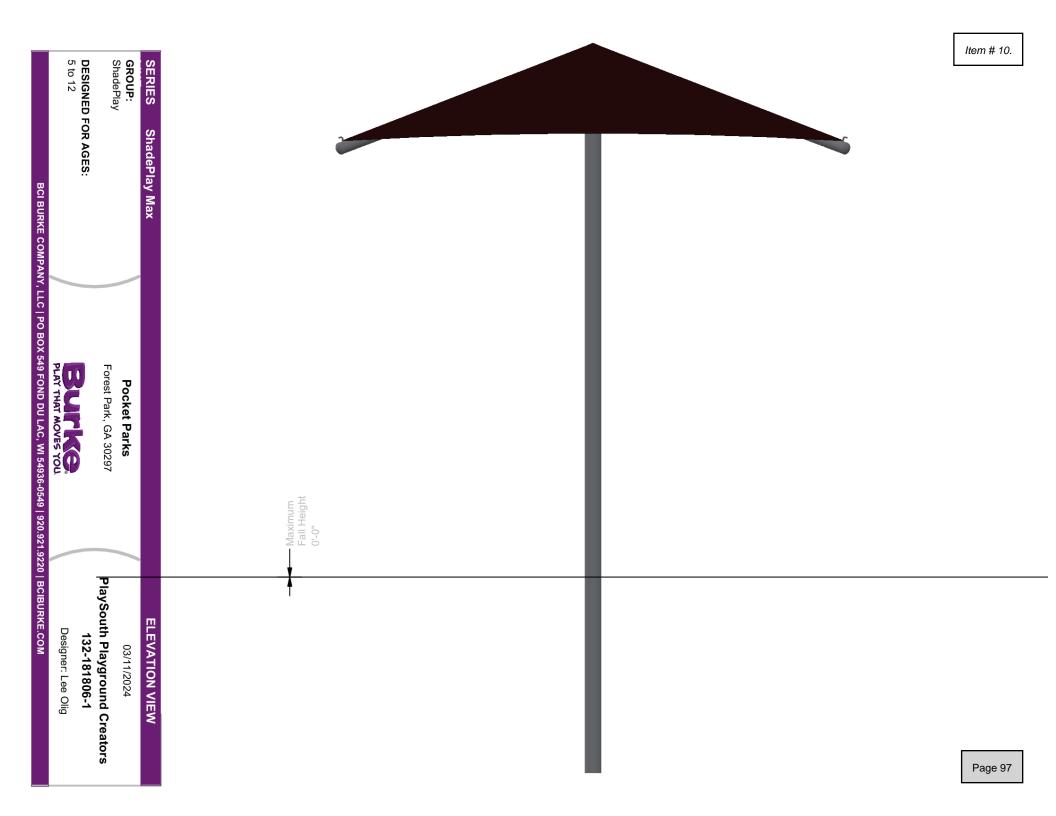
ELEVATION VIEW

03/11/2024

PlaySouth Playground Creators 132-181806-1

Designer: Lee Olig

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Maximum Fall Height 0'-0"

SERIES **Burke Basics**

GROUP:Freestanding

DESIGNED FOR AGES: 5 to 12

Pocket Parks

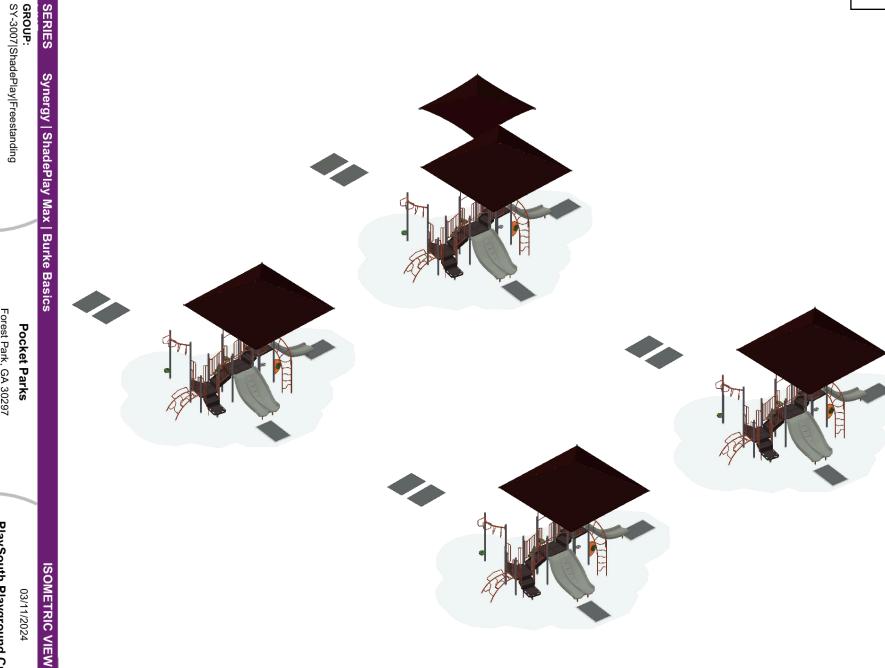
Forest Park, GA 30297



03/11/2024

ELEVATION VIEW

PlaySouth Playground Creators Designer: Lee Olig 132-181806-1



BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

Burke, PLAY THAT MOVES YOU

Forest Park, GA 30297

PlaySouth Playground Creators

03/11/2024

Designer: Lee Olig 132-181806-1 SERIES

DESIGNED FOR AGES: 5 to 12









SERIES Synergy

GROUP: SY-3007

DESIGNED FOR AGES: 5 to 12

Pocket Parks

Forest Park, GA 30297

Burke,
PLAY THAT MOVES YOU

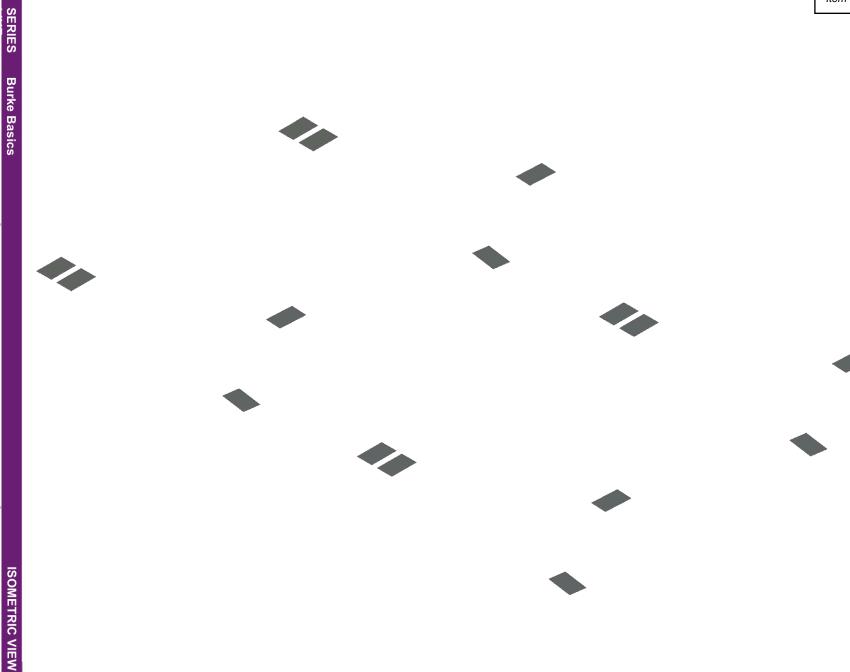
BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

03/11/2024

ISOMETRIC VIEW

PlaySouth Playground Creators 132-181806-1

Designer: Lee Olig



BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM BUTKO.
PLAY THAT MOVES YOU

Pocket Parks
Forest Park, GA 30297

PlaySouth Playground Creators

03/11/2024

132-181806-1Designer: Lee Olig

GROUP:Freestanding

DESIGNED FOR AGES: 5 to 12

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Proposal 132-181806-1 | 3/11/2024 | 2024 Pricing

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTMF1487. To verify product certification, visit www.ipema.org.







The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

Component N	o. Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight	
		SY-30	007				
Synergy							
	3 1/2" OD X 107" CAPPED POST	4	0	0	40	160	
072-0300-111C	3 1/2" OD X 111" CAPPED POST	4	0	0	41	164	
072-0300-123C	: 3 1/2" OD X 123" CAPPED POST	8	0	0	45	360	
072-0300-135C	: 3 1/2" OD X 135" CAPPED POST	12	0	0	50	600	
072-0300-147C	: 3 1/2" OD X 147" CAPPED POST	4	0	0	54	216	
072-0300-155C	: 3 1/2" OD X 155" CAPPED POST	8	0	0	57	456	
072-0302-2018	3 1/2" OD X 201" SWAGED POST	16	0	0	73	1168	
290-0101	8" CLOSURE PLATE	4	0	0	5	20	
290-0102	SQUARE PLATFORM	8	4	32	59	472	
290-0103	TRAPEZOID PLATFORM	4	4	16	64	256	
290-0104	OFFSET ENCLOSURE	4	0	0	26	104	
290-0106	TRIANGLE PLATFORM	4	2	8	33	132	
290-0110	CLIMBER ENCLOSURE	16	0	0	21	336	
390-0101	24" TRANSITION STAIR W/BARRIERS	4	5	20	143	572	
390-0106	16" TRANSITION STAIR W/BARRIERS	4	1	4	91	364	
390-0129	CRUX CLIMBER 24"	4	3	12	24	96	
390-0150	TRANSFER STATION, BARRIER 32"	4	4	16	156	624	
390-0225	SYNERGY LAUNCH PAD	4	1	4	8	32	
390-0261	MANITOU CLIMBER 72"	4	4	16	86	344	
390-0276	90 DEGREE OVERHEAD, SYNERGY	4	4	16	33	132	
390-0280	PETAL STEP CLIMBER 56"	4	4	16	61	244	
390-0288	BETA CLIMBER 32"-40"	4	1	4	75	300	
390-0291	VIA CLIMBER 64"-72"	4	3	12	75	300	
490-0126	15' X 15' SHADEPLAY CANOPY	4	0	0	306	1224	
490-0137	LUGE SLIDE 48"-56"	4	4	16	168	672	
490-0138	Double Slide Sit Down Bar	4	0	0	6	24	
490-0141	SLIDE SIT DOWN BAR	4	0	0	5	20	
490-0144	VELO SLIDE 64"-72"	4	2	8	113	452	
490-0167	SINGLE LEAF SEAT	4	1	4	7	28	
590-0104	3-IN-A-ROW RING PANEL	4	2	8	54	216	
590-0140	SPINNER CRESCENT PANEL	4	1	4	17	68	
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3	
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7	
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5	

Total User Capacity: 216
Total Weight: 10171 lbs.
Total Price: \$160,656

Burke Basics

046-0536 PLAYMAT 3' X 5' X 2" 16 0 0 136 2176 660-0101 INSTALL KIT, BURKE BASICS - P... 1 0 0 2 2

Total User Capacity: 0
Total Weight: 2178 lbs.
Total Price: \$3,344

ShadePlay

ShadePlay Max

560-2751 12' X 12' X 10' SHADEPLAY MAX... 1 0 0 358 358

Total User Capacity: 0
Total Weight: 358 lbs.
Total Price: \$4,297

Special Notes:

Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**



Item # 10.



Proposal 132-181806-1 | 3/11/2024 | 2024 Pricing

COLOR SELECTION LIST | Default Color Option

GROUP 1 (SY-3007)

Deck: Brown Post: Charcoal Acc: Redwood

Panel: Olive-Black-Olive

Flat: Orange Plastic: Granite Mahogany Canopy:

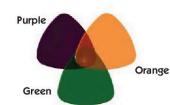
GROUP 2 (ShadePlay)

Post: Charcoal Canopy: Mahogany

COLORS THAT MOVE YOU

POWDER COAT PAINT





SOLIS HUE TOPPERS





Sandstone



















Well It.

CHARLESTON







Gray

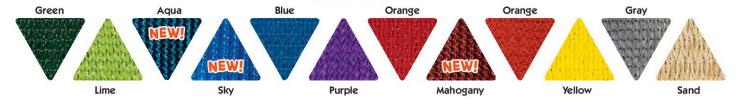
PLATFORMS

Recycled Plastic

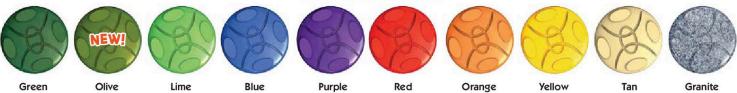
HDPE PLASTIC PANELS



SHADE CANOPIES



ROTOMOLD PLASTIC



VISIT BCIBURKE.COM/COLOR TO CUSTOMIZE YOUR PLAYGROUND COLORS!

BURKE GENERATIONS WARRANTY

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products. In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural
 deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- · Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2021



SUPPLEMENTAL PLAYGROUND WARRANTY

For Burke playgrounds installed by PlaySouth Playground Creators

Customer Name

Project Name

In addition to BCI Burke's non-prorated Generations Warranty, PlaySouth Playground Creators will at no additional cost to you, perform *free replacement* of any part failure covered under Burke's warranty! After our receipt of the replacement parts from Burke, these warranty repairs are performed by factory trained and industry certified personnel to assure you that your new playground will continue to provide fun, safe and durable play for years to come!

This zero-cost warranty provides you with the absolute lowest cost of ownership!

*See BCI Burke's Generations Warranty for complete details.

for PlaySouth Playground Creators

Date







Unknown Obstacles and Rock Clause

The installation of playground equipment, shade structures, site furnishings and similar products requires the excavation of soil to install concrete footers. It is not uncommon to encounter small loose rock, small tree roots, packed clay or similar natural items in the soil as we dig, which is considered part of our standard operating procedures. However, on infrequent occasions we may encounter more substantial underground obstacles that either could not be anticipated, or are not native to the original soil. These include (but are not limited to) solid rock, below-grade tree stumps, old foundations and/or concrete footers, fill material or other such unknown obstacles.

If during the progress of the work, preexisting subsurface or latent physical conditions are encountered at the site, differing materially from the scope of work indicated in the contract, or if preexisting unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the typical work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing site conditions before the affected remedial work is performed.

Typically, if any unknown underground obstacles are encountered that impede the progress of the excavation more than 15 minutes, we will inform the customer immediately and request a change order to be executed on a time and material basis for remedial of the underground obstacle(s). Hourly rates will be specified in the change order. There will be a minimum of a 1-hour labor charge or a \$50.00 minimum charge (whichever is higher), plus reimbursement of equipment rental fees (if any) on all change orders.





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RESOLUTION NO. 2024-____

A RESOLUTION TO AUTHORIZE THE PURCHASE PLAYGROUND EQUIPMENT FOR POCKET PARKS.

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

WHEREAS, the City's Police Department requires additional portable radios for its incoming police officers; and

WHEREAS, the City desires to enhance its parks by purchasing new playground equipment for the pocket parks located in Wards 3, 4, and 5; and

WHEREAS, pursuant to Sec. 3-1-9(b)(3) of the City's Code of Ordinances, competitive bids are not required for purchases made pursuant to a state contract; and

WHEREAS, the State has an existing Sourcewell contract for Burke playground equipment (Contract No. 010521-BUR) under which the City can purchase the necessary equipment.

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

SECTION 1. Approval of Vendor. The quote from PlaySouth Playground Creators for Burke playground equipment as presented to the Council on April 1, 2024, is hereby approved.

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

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

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

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

SO RESOLVED this	day of	, 2024.
ATTEST:		Angelyne Butler, Mayor
City Clerk	(SEAL)	

APPROVED AS TO FORM:	
City Attorney	

11. Council Approval - CPRG Grant Agreement with Clayton County-Public Works Department		

File Attachments for Item:



City Council Agenda Item

Title of Agenda Item: CPRG Grant Agreement with Clayton County

Submitted By: Nigel Wattley

Date Submitted: 3-28-2024

Work Session Date: 3-28-2024

Council Meeting Date: 4-1-2024

Background/History:

The City of Forest Park is committed to fostering cleaner air and a healthier environment for our residents. As part of this commitment, we are exploring the possibility of participating in a project with Clayton County to apply for grant funds through the EPA Climate Pollution Grant program. This grant would enable us to acquire EV vehicles and establish charging infrastructure within our community.

Project Objectives:

Phasing out aging government vehicles with zero-emissions electric vehicles.

Installing charger stations.

Building out utilities and power infrastructure to support EV usage.

Purchasing electric vehicles to replace traditional combustion engine vehicles.

Grant Details:

No local match is required for this grant, making it a financially advantageous opportunity for the City.

The project will involve a collaboration with 9 localities across the Atlanta metropolitan region to collectively reduce greenhouse gas emissions in the transportation sector. Staff recommends that the City Council discuss and approve our participation in entering into a grant agreement with Clayton County for the Climate Pollution Grant program to build a greener and more sustainable future for Forest Park.

Action Requested from Council:

Discussion and Approval to enter into an agreement.

Ham	#	1	1	
Item	#	7	Ί.	

Cost: \$ 0	Budgeted for:	Yes	No
Financial Impact:			
None			



March 25, 2024

David Vazquez Chief Resilience Officer Office of Sustainability & Resilience Clayton County 1590 Adamson Parkway, Suite 370 Morrow, GA 30260

RE: City of Forest Park/Clayton County commits to the Atlanta EV Fleet Alliance: Accelerating Local Government Fleet Electrification in the Atlanta Metropolitan Area for Cleaner Air and Healthier Communities project

Dear. Mr. Vazquez,

I am writing to express the City of Forest Park's commitment to participate as a coalition member of the *Atlanta EV Fleet Alliance: Accelerating Local Government Fleet Electrification in the Atlanta Metropolitan Area for Cleaner Air and Healthier Communities* project. Forest Park, which is located within Clayton County, also commits to sign a Memorandum of Agreement (MOA) for the Clayton County Government's coalition application to the US Environmental Protection Agency (US EPA) Climate Pollution Reduction Grant (CPRG) if the project is approved. The *Atlanta EV Fleet Alliance* project aims to significantly lower greenhouse gas emissions (GHG) in the transportation sector by phasing out aging government vehicles, introducing zero emissions electric vehicles, and installing EV charging infrastructure in 9 localities across the Atlanta metropolitan region.

The City of Forest Park is dedicated to the Atlanta E.V. Fleet Alliance project as it aligns with our values of sustainability and reducing carbon emissions, ultimately enhancing the well-being of our community by fostering cleaner air and a healthier environment for all residents. Additionally, by embracing electric vehicle technology, we aim to lead by example in embracing innovative solutions to combat climate change and create a greener, more resilient future.

Our participation in the project will help ensure its success as we will participate and be committed to contributing to the coalition task force aimed at accelerating the electrification of local government fleets in the Atlanta metro area. As an active participant, Forest Park will diligently document and share our experiences, insights, and best practices with fellow members. Through this collaborative effort, we aim to facilitate knowledge exchange, training for staff and

foster successful EV fleet transitions, ultimately promoting cleaner air and healthier communities across the region.

The City of Forest Park was a founding member of the Atlanta EV Alliance coalition. If awarded funding, we will work with the Clayton County Government and Coalition members to carry out the project activities outlined within the CPRG grant proposal and MOA. The MOA will clearly describe the agreed-upon roles, responsibilities, contributions, resources, and commitments each partner will provide to ensure project success, as well as the coalition's operating model and statement of accountability to US EPA.

Please give the Atlanta EVAlliance application the highest consideration for funding.

Sincerely,

Bobby E. Jinks Jr. Director Public Works, City of Forest Park





CLIMATE POLLUTION REDUCTION GRANTS

U.S. Environmental Protection Agency

Linkage to EPA Strategic Plan:

Support Goal 1, "Tackle the Climate Crisis"; Objective 1.1, "Reduce Emissions that Cause Climate Change."

Under this objective, EPA will "aggressively reduce the emissions of greenhouse gases from all sectors while increasing energy and resource efficiency and the use of renewable energy."

What the EPA is looking for in successful applications:

- Stimulate transformation toward a decarbonized economy and demonstrate approaches that are replicable to unlock opportunities for even greater emissions reductions;
- 2. Result in benefits (and do not result in negative impacts) to **low-income and disadvantaged communities**, such as CAP and HAP reductions, equitable economic growth, and improved quality of life outcomes, where applicable;
- 3. Support measures for which dedicated funding or financing from other sources is **unavailable** or that leverage other sources of public and private funding to the fullest extent possible prior to seeking CPRG funding;
- 4. Achieve GHG emission reductions that are long-lasting and certain;
- 5. Incorporate high labor standards, emphasize job quality, and support equitable workforce development; and,



Our Proposal

EV Fleet Alliance: Accelerating Local Government Fleet Electrification in the Atlanta Metropolitan Area for Cleaner Air and Healthier Communities

Coalition Members

Lead Applicant:

Clayton County

City	County
Clayton	Clayton
Forest Park City	Clayton
Jonesboro City	Clayton
Lovejoy City	Clayton
Cobb	Cobb
Douglasville City	Douglas
East Point City	Fulton
South Fulton	Fulton
Union City	Fulton

GHG Reduction measure The project will lower greenhouse gas emissions (GHG) in the transportation sector by phasing out aging government vehicles and introducing zero emissions electric vehicles in 9 localities across the Atlanta metropolitan region.

Project Scope

With US EPA CPRG Implementation grant funds, the **Atlanta Metro EV Fleet Alliance** team will accomplish the following:

- Technical Analysis and Transition Planning for each locality (1 year)
- Install charger stations
- Build out utilities and power infrastructure
- Purchase of Electric Vehicles

Questions to coalition members



Vehicles

- 1. Do you have an estimate on the number of older vehicles you would like to transition to EV?
- 2. If so, what kind of vehicles are they? (sedans, vans, heavy duty trucks, medium duty trucks, passenger truck, refuse trucks, school buses, transit buses)

Chargers

- 1. Do you have estimates for the number of EV chargers that you would like to install? If so, do you know the kind of chargers (Level 1, Level 2, DCFC)?
- 2. If you have estimates for the charging infrastructure, do you know the kind of utility work that would be needed for this installation?
- 3. How viable is solar energy in your district (as a possibility for the power source for charging stations)

Next Steps for Coalition Members

- Priority this week: budget and scope
- Weekly meetings
- Letter of intent to sign MOU (we will send a template)



More information on the Notice for Funding Opportunity (NOFO) AGENCY: Environmental Protection Agency (EPA)

TITLE: Climate Pollution Reduction Grants Program: Implementation Grants General

Competition

ACTION: Notice of Funding Opportunity (NOFO) Amendment No. 3

FUNDING OPPORTUNITY NUMBER: EPA-R-OAR-CPRGI-23-07

Assistance Listing No: 66.046 DATE: January 16, 2024



Number and Amount of Awards

Table 1: Grants Ranges and Funding by Tier

Tier	Grant Ranges	Funds Targeted for Each Tier	Anticipated Number of Grants to be Awarded
Tier A	\$200,000,000 - \$500,000,000	\$2 billion	4-10
Tier B	\$100,000,000 - \$199,999,999	\$1.3 billion	6-13
Tier C	\$50,000,000 - \$99,999,999	\$0.6 billion	6-12
Tier D	\$10,000,000 - \$49,999,999	\$0.3 billion	6-30
Tier E	\$2,000,000 — \$9,999,999	\$0.1 billion	10-50

Applications must request EPA assistance funds within the range of \$2 million to \$500 million, as specified in Section II.B. Applications that request EPA assistance funds less than \$2 million or in excess of \$500 million are not eligible and will not be reviewed.

PROJECT NARRATIVE (25 PAGES)

Section 1: Overall Project Summary and Approach

- Description of GHG Reduction Measures
- Demonstration of Funding Need Applicants must demonstrate a strong need for CPRG implementation funding that is unmet by other funding sources
- Transformative Impact
 - Pioneering, replicable, and scalable policies or programs to increase the deployment of existing GHG emission reduction technologies or mitigation approaches;
 - GHG emission reductions from hard-to-abate sectors where GHG emission reduction measures are not widely adopted; or,
 - Market transformations that accelerate the deployment and market adoption of emerging GHG emission reduction technologies or practices.

Section 2: Impact of GHG Reduction Measures (60 possible points)

Applications should describe the magnitude of both near-term and long-term cumulative GHG emission reductions, the relative cost-effectiveness of those reductions, and the reasonableness and quality of the assumptions and calculations used to determine the reductions and cost-effectiveness of those reductions

- Magnitude of GHG Reductions from 2025 through 2030 (20 possible points)
- Magnitude of GHG Reductions from 2025 through 2050 (10 possible points)
- Cost Effectiveness of GHG Reductions (15 possible points)
- Documentation of GHG Reduction Assumptions (15 possible points)
 - Applicants must provide a technical appendix, along with the project narrative, demonstrating the reasonableness of their GHG emission reduction estimates.

Section 3: Environmental Results – Outputs, Outcomes, and Performance Measures (30 possible points)

- Expected Outputs and Outcomes
- Performance Measures and Plan describe proposed performance measures that will be the mechanism to track, measure, and report progress toward achieving the expected outputs and outcomes for each GHG reduction measure.
- Authorities, Implementation Timeline, and Milestones -

Section 4: Low-Income and Disadvantaged Communities (35 possible points)

Community Benefits

- Applications should discuss and quantify, where possible, direct and indirect benefits and potential disbenefits to low-income and disadvantaged communities.
 - Examples: Improved public health resulting from reductions in co-pollutants (e.g., CAPs, such as NOx, ozone, PM2.5, and HAPs), such as reductions in new asthma cases
 - Creation of high-quality jobs and new workforce training opportunities in low- income and disadvantaged communities with an emphasis on expanding opportunities for individuals that face barriers to employment
 - Applications may request funding to be used for high-quality workforce development activities tied to a proposed measure that benefit individuals in lowincome and disadvantaged communities.

Section 4 cont...

Community Engagement

- Applicant must answer:
 - How input by low-income and disadvantaged communities has been incorporated into this application; and
 - How meaningful engagement with low-income and disadvantaged communities will be continuously included in the development and implementation of the GHG reduction measures throughout the life of this grant.
- Examples: Creating a community work group or advisory board made up of community members; Holding community consultations or public input meetings

^{**}Letters of commitment should be included

Section 5: Job Quality (5 possible points)

Applications should describe concrete, specific strategies to ensure CPRG implementation grant funds and the implementation of the GHG reduction measures generate high-quality jobs with a diverse, highly skilled workforce and support "high road" labor practices.

Examples of strategies include, but are not limited to:

- Clear commitments to paying at least the median area income for all workers (where prevailing wage is not required by law);
- Requiring employers, including contractors and subcontractors, to provide family- sustaining benefits and retirement contributions;
- Employees are represented by a collective bargaining agreement;
- Formal partnerships with labor organizations and other workers' rights groups;

Section 6: Programmatic Capability and Past Performance (30 possible points)

- Past Performance (10 possible points)
 - Submit a list of up to five federally funded or non-federally funded assistance agreements that the applicant is performing or has performed within the last three years.
- Reporting Requirements (10)
- Staff Expertise (10)

Section 7: Budget (45 possible points)

- Staffing and contractual costs necessary to implement GHG reduction measures;
- Building, materials, equipment, and infrastructure costs to implement GHG reduction measures;
- Programs to disburse funds to consumers, businesses, and other parties, in the form of subsidies, incentives, or other mechanisms, that result in GHG emission reductions;
- Subawards to municipalities, other states, air pollution control agencies, regional planning organizations, non-governmental organizations (NGOs), academic institutions, etc.;
- Studies, assessments, data collection, etc., needed to develop and implement GHG reduction measures;
- Evaluation and metrics-tracking activities;
- Planning and implementing meetings, workshops, and convenings to foster collaboration among and between levels of government, the public, and key stakeholders;
- Outreach and education for stakeholders and members of the public;
- Modeling and analytical costs, including purchase or licensing of software, data, or tools;
- Training and staff capacity-building costs to implement GHG reduction measures;
- Supplies (e.g., office supplies, software, printing, etc.)

Application Materials

Standard Form 424, Application for Federal Assistance. Please note that the organizational Unique Entity Identifier (UEI) must be included on the SF-424.

Standard Form 424A, Budget Information for Non-Construction Programs

EPA Form 4700-4, Pre-Award Compliance Review Report. See EPA's Applicant

EPA Form 5700-54, Key Contacts Form

Grants.gov Lobbying Form

Standard Form LLL, *Disclosure of Lobbying Activities*. (Required if applicable) *Project Narrative Attachment Form*.

- Workplan (up to 25 pages)
- Budget Narrative (up to 10 additional pages of descriptive budget narrative
- Technical appendix (up to 10 additional pages). Explains the assumptions and methodology for determining the estimated GHG emission reductions for each measure