



CITY COUNCIL REGULAR SESSION MEETING

Tuesday, January 16, 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**"

INVOCATION/PLEDGE:

CALL TO ORDER/WELCOME:

ROLL CALL - CITY CLERK:

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

APPROVAL OF MINUTES:

- 1. Council Approval of Council Work Session and Regular Meeting Minutes from January 2, 2024 - City Clerk**

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

CITY MANAGER'S REPORT

PRESENTATIONS:

- 2. Beautification Committee Members Swearing-In- Code Enforcement Department**

Background/History:

As a part of the Beautification Plan 2023-2028 that was approved on October 2, 2023, included the creation of a Beautification Committee. On November 6, 2023, the Mayor and council approved six (6) members to serve on the Beautification Committee. I am requesting that the members be sworn in on this day January 16, 2024, and serve a one year (1) term.

3. **Presentation on the Mid-Year Review Financial Reporting for FY2023-2024-** Finance Department

OLD BUSINESS:

4. **Council Approval of Task Order for Schematic Design Services for the Forest Park City Center – Executive Offices**

NEW BUSINESS:

5. **Council Approval on the Renewal contract with Piper Sandler, Ed Wall, as City of Forest Park Financial Advisor – Executive Offices**
6. **Council Discussion on the Security Camera Upgrades – IT Department**
7. **Council Approval to enter into a contract with Kimley-Horn and Associates, Inc. to develop a Feasibility Study for a pedestrian bridge over Forest Parkway-** Planning & Community Development Department
8. **Council Approval of an Outdoor Lighting Service Agreement- Project ID#000-0285-011-** 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 404-366-1555.

File Attachments for Item:

- 1. Council Approval of Council Work Session and Regular Meeting Minutes from January 2, 2024 -
City Clerk**



CITY COUNCIL WORK SESSION

Tuesday, January 02, 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 Dabouze Antoine
The Honorable Hector Gutierrez	The Honorable Latresa Akins-Wells
The Honorable Allan Mears	

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 7:01 pm.

ROLL CALL - CITY CLERK: A quorum was established by the City Clerk.

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, SaVaughn Irons, Planning & Community Development; Javon Llyod, PIO, Shalonda Brown; Director HR, Diane Lewis, Deputy HR Director; Bobby Jinks, Public Works Director; Nigel Watley; Deputy Public Works Director, Bruce Abrahams, Director of Economic Development; Latosha Clemons; Fire Chief, David Halcome, Deputy Fire Chief; Tarik Maxwell, Recreation and Leisure Director; Joshua Cox, IT Director; Rodney Virgil, IT Level 2 Support Engineer; Derry Walker, Code Enforcement Director; Dorth Roper-Jackson; Court Administrator, Pauline Warrior; Senior Management Analyst, and Danielle Matricardi, City Attorney.

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

It was moved to adopt the agenda as presented.

Motion made by Councilmember Antoine, Seconded by Councilmember James.

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

OLD BUSINESS:

1. **Council Discussion and Update on the Rollout of the City of Forest Park's Housing Rehabilitation Program (HOME) for Senior Residents (aka, "Legacy Residents") of Owner-Occupied Housing in the City- Executive Offices**

Background/History: The American Rescue Plan Act (ARPA) of 2021 appropriated funds that local municipalities could use to aid Disproportionately Impacted Households and Communities. Such improvements will increase the lifespan of the City of Forest Park's housing stock, work to address housing inequities, and stabilize home values for the neighborhood and the residents, who were significantly impacted during the Great Recession and the COVID-19 pandemic.

Action Requested from Council: Update regarding the Application Rollout on the City's website for the application period that ends on February 9, 2024.

Pauline Warrior, Senior Management Analyst - gave a brief update and noted the HOME application will be open until February 9, 2024, and can be accessed on the city website. Ms. Warrior also mentioned that anyone who needs help applying can do so in person at City Hall. Ms. Warrior noted that the program will be spread out to allow residents to apply.

City Manager Clark- noted Mayor Butler asked that this be spread out so that the residents have access to complete the grant. He noted it had been set up for the residents to come in and get actual help completing their application. He noted there is a video and 11 Alive came out to do some positive press about this program.

Comments/Discussion from Governing Body:

Councilmember James- noted she was excited and sent a blast out.

Councilmember Antione- wanted to make sure Ward 2 was in the know. He noted that he has been spreading the word.

Councilmember Gutierrez – noted he is excited to share the sentiments of the City Manager. He thanked the governing body for moving forward with this and giving back to the people.

Councilmember Akins Wells- thanked them and Mr. Clark for making this happen.

Councilmember Mears – noted he was glad to see this and that there are many elderly people in Forest Park who need help.

City Manager Clark- added that they went with the system they used because they can provide the governing body with monthly reports. He noted they will know which members in their Ward applied for

the grant. Mr. Clark noted the system would also, issue the information in Spanish. He noted that the Rental Assistant portion will also be added to this system.

Mayor Butler – noted she knows that it tracks everything. She wanted to know if someone started the application and did not complete it, would they get that information to reach out.

City Manager Clark- noted yes. It has two (2) parts, and they are pre-qualifying. They will enter their information to move forward with applying for the grant. He noted if they receive a denial letter, it will state why, and they can go back in and reapply.

Councilmember Antione- asked what the budget was for both programs.

City Manager Clark- noted three years ago that \$1,300,000.00 was appropriated for Home Repair. The Rental Assistance there had a 3rd party entity contract, but the program was brought in-house, and \$50,000.00 is appropriated for that. However, it still must be related to a Covid need.

Mayor Butler- noted this is just the first wave of the Home Initiative for the Legacy Residents. If funds remain, the second will be for others under 62.

City Manager Clark- noted the deadline for the Legacy Residents is February 9th. Then, it will be opened to the entire community.

NEW BUSINESS:

2. Council Discussion and Approval of the Appointment of Mayor Pro Tem – Executive Offices

Background/History:

Per the City Charter, at the first regular meeting in January of each year, the governing body shall elect a mayor pro tempore from its membership for one (1) year. The mayor pro tempore shall perform the duties of the mayor during her absence from the city or her disability. The Mayor Pro Tem for 2023 was Councilwoman Kimberly James.

Mayor Butler- noted this has been done several ways, and asked if the Council had any recommendations.

Comments/Discussion from Governing Body:

Councilmember James- noted she does not have any recommendations.

Councilmember Antione – noted he does not have any recommendations.

Councilmember Gutierrez- noted he does not have any recommendations.

Councilmember Akins-Wells- noted she has no recommendations.

Councilmember Mears- noted he has no recommendation.

Councilmember Antione asks for a point of Order. He wanted to know about the appointment of the Mayor Pro-Tem.

Mayor Butler - noted that it must be voted on during the Regular Session.

3. **Council Discussion and Approval of the Appointment of Dorothy Roper-Jackson as the Court Administrator-** Executive Offices

Background/History:

On December 4, 2023, Dorothy Roper-Jackson was named the sole finalist and nominated by the City Manager for the position of Court Administrator. As the statutorily required two-week period has ended, the City Manager is now seeking the full appointment of Dorothy Roper-Jackson as Court Administrator.

City Manager Clark- noted that Dorthy Roper-Jackson has hit the ground running and has identified many things operationally, that can enhance the Municipal Court system. He noted she has gone through this transition of separating the court from the Police Department, in her previous role of Court Administrator for the City of Clarkston.

Dorthey Roper-Jackson- noted she is overjoyed to be here and a part of the City of Forest Park. She noted she will do her best to move the process forward.

Comments/Discussion from Governing Body:

Councilmember James – welcomed her aboard.

Councilmember Antione- welcomed her to the All-Star team. He noted if she needed anything to reach out.

Councilmember Gutierrez – welcomed her for being a part of the family.

Councilmember Akins-Wells- welcomed her and thanked her for what she had done and what she would be doing.

Councilmember Mears – welcomed her aboard from Ward 5

Mayor Butler – welcomed her.

4. **Council Discussion and Update on the Waste Management Contract** – Executive Offices

Background/History:

The final contract for Waste Management was approved in February of 2023. Since then, we have had the opportunity to review the service and take necessary measures to improve service delivery. As part of the contract, Waste Management agreed to a donation in the amount of \$5,000 for the purposes of creating a recycling program and educating the public on the actual service.

To ensure that the governing body is kept in the loop, and has the opportunity to review said contract, waste management is present to provide an update on the service and take any/all questions from the governing body.

City Manager Clark- noted Waste Management was not present and will contact their team to see what happened.

5. **Council Discussion and Approval of a Budget Amendment in the amount of \$4,300,485 in Increased Revenues for the American Rescue Plan Act (ARPA) Fund-** Finance Department

Background/History:

Before the FY223-24 budget's adoption, the Department of Finance committed to diligently monitoring funding and revenues for accuracy. Consequently, a budget amendment is now being sought to reflect an additional \$4,300,485 in revenues. This adjustment will enhance the American Rescue Plan Act (ARPA) Fund from the initially budgeted \$798,264.00 to a revised total of \$5,098,749.00.

Finance Director John Wiggins- noted he is seeking approval to update the **budget** through a budget amendment. He noted there is already \$4,000,000.00, and they will place that in the books, to move forward with the responsibilities they are supposed to for the state. It is to finish the APRA Funds and ensure that the projects obligated are done and the money is used by 2025.

Comments/Discussion from Governing Body:

Councilmember James- asked if it was accounted for in the budget.

John Wiggins- noted there was only \$798,000.00 accounted for, and they are trying to put the rest of it in there.

City Manager Clark – noted for clarification the project list is the same, and this is just a cleanup. He noted he will provide the governing body with the actual project list, to remind them of what they are. He noted this includes some of the sidewalks that were approved because the money allocated was not enough.

6. **Council Discussion and Approval of a Budget Amendment in the amount of \$281,020.00 for TYMCO 600- " The Street Sweeper"- Finance Department**

Background/History:

Due to an unexpected shipment delay with the initial purchase of a TYMCO 600 Street Sweeper, the Public Works Department requests a budget amendment to transfer \$281,020.00 from the Unrestricted Fund Balance to cover the cost of the already approved capital expense.

John Wiggins- noted that this is just a budget amendment to ensure the funds are in this budget because it was budgeted last year but carried over to this year. This is to stay in compliance with GAP, and when the auditors come, they will see they purchased and received the Street Sweeper in this Fiscal Year, so they will not receive a ding in the audit. He noted it was just another cleanup.

Councilmember Gutierrez – asked when they will see it in action on the streets.

City Manager Clark- noted it is already in action; it was out today in Ward 2.

7. **Council Discussion and Approval to purchase fifteen (15) Flock Cameras for the Police Department in the amount of \$72,250.00-Police Department**

Background/History:

The Forest Park Police Department conducted a thorough examination in 2022 to identify the most effective license plate readers, and Flock Safety emerged as the top choice. Subsequently, the Mayor and Council approved the acquisition of 10 LPR cameras to ensure comprehensive coverage across the city.

Since taking office earlier this year, a reassessment of our needs revealed the necessity for additional cameras to cover the entire city adequately. These license plate readers are invaluable tools for law enforcement, particularly in the realm of investigations.

Comments/Discussion from Governing Body:

Chief Criss- noted they have (ten)10 Flock Cameras for the entire city, which is not enough. He noted they would like to purchase (fifteen) 15 more, and the amount shown is to renew another year of the current Flock Cameras. He noted the project will be funded from the Red Speed account.

Councilmember Antione- asked the chief to share what is good about having a licensed place reader. He noted he supports it.

Chief Criss- noted it is not necessarily Big Brother watching over you. The license plate reader is more to gather data information. It can tell us if vehicles are stolen, registration is expired, and no insurance. We have also used it to solve crime.

City Manager Clark- noted it is also the commonly known used system that law enforcement agencies use. He noted Chief Chris had accessed thousands of cameras over the State of Georgia.

Councilmember Gutierrez – wondered if these cameras were the ones that go in the car.

Chief Criss- noted they were the ones that go on the pole throughout the city.

Councilmember Gutierrez- asked if they would ever get the technology that recognizes bullets.

Chief Criss- noted that what was approved was ShotSpotter, which is a gunshot detection device, and that device is up and running. He noted the chief has his support.

Councilmember Akins Wells- noted she supports whatever will help him be successful and them so that they are safe.

Councilmember Mears- noted he is doing a great job, and they should do anything to make the job easier and the citizens safer.

Chief Criss- noted this technology does just that.

Mayor Butler- wanted to know if the funds were not in the Red Speed account, where would the difference come from?

8. **Council Discussion and Approval to Authorize a Contract for Perkins Park Basketball Court in the amount of \$59,750.00–** Public Works

Background/History:

As part of our effort to renovate pocket parks around the City, we have received bids for the renovation of Perkins Park. Penalzoza Designs & Construction LLC was the winning bidder to replace the basketball court. Staff recommends approval of the contract. Penalzoza Designs & Construction LLC will provide all services, materials, and labor for the construction of the Basketball Court. This includes building and construction materials, necessary labor, and all the tools and machinery needed to complete construction. The account line for the project is 100-20-1110-54-2507.

Public Works Director, Bobby Jinks- noted they had been in conversation about the pocket parks and had an allowance goal of \$65,000.00. He noted they reached out to numerous companies, and this one to Mr. Clark, and he decided that he met his standards.

City Manager- noted if they recall, they were using some additional monies that they had through Tax Sales to fund all the pocket parks. The City Manager noted that they will present a type of playground equipment at the next meeting. He noted that if they can order in bulk for all of the pocket parks, they can get them at a reduced cost. He noted he would like all the equipment to look the same as they go on the journey to enhance the parks. He noted if the Council would allow it, it would be much easier to order the playground equipment.

Comments/Discussion from Governing Body:

Councilmember James- thanked them for the work they are doing. She wanted to know if the company they were using was vetted well and wanted to know where they were from.

Bobby Jinks – he stated it is a local company. He noted it is hard to get contractors to come to Forest Park to give them a price.

City Manager- noted they want to ensure contractors know what they are doing so they are not spending money on the back end of going back to correct their work. He noted that for the individuals who may not want to bid in Forest Park, it is their loss. Mr. Clark noted that their contract is airtight, and if something goes wrong, the company is responsible, and they are made to do a bond for this project. They are reputable, and they will fix everything.

Councilmember Gutierrez- noted the company built one of the ramps for one of the seniors, and they did it for free.

Councilmember Akins Wells – thanked them for everything. She noted she would like the Mayor and the Council to be fair regarding the parks. She noted not every park has what Ward 4 has.

City Manager- noted it was great to go through this with Councilmember Wells because she wanted to do the parks before the money was designated. He noted they are not looking to fund this just with the capital project money. He did not think it would be fair because they are city parks.

Councilmember Mears- thinks it is a good thing to see this get started and noted that some of the parks need some drainage, landscaping, roofing, and picnic sheds to bring them up to par.

City Manager Clark -noted they are doing a tour this week to see what the parks need. He noted they are replacing the piping, adding new mulch, and upgrading all the playground equipment at each park.

Mayor Butler- asked if they considered parking.

City Manager Clark- noted they had not and asked the Mayor if there were particular parks they needed to focus on for parking.

Mayor Butler – noted in Ward 5 that there is no designated parking, and Perkins has somewhat of a parking lot that is very narrow. She asked them to consider it as they went to each park.

Councilmember James- asked them to consider these are neighborhood parks, and she does not want a lot of parking; she wants the people to be able to enjoy their parks.

Mayor Butler- introduced the new City Attorney, Danielle Matricardi of Denmark and Ashby.

City Attorney, Danielle Matricardi- noted she was looking forward to working with the City of Forest Park. She noted they are the biggest city and greatly impact Clayton County. She thanked them for the warm welcome.

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

It was moved to recess into Executive Session at 6:35 p.m. for Personnel, Litigation, or Real Estate matters.

Motion made by Councilmember Antione, Seconded by Councilmember James.

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

It was moved to reconvene back into the Council Work Session at 7:01 pm.

Motion made by Councilmember Mears, Seconded by Councilmember Antione.

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

ADJOURNMENT:

It was moved to adjourn the January 2, 2024, Council Work Session at 7:01 pm.

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

Voting yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Wells, and Councilmember Mears.

In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.



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The Honorable Mayor Angelyne Butler, MPA

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 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 7:01 p.m.

INVOCATION/PLEDGE: The invocation and pledge were led by Councilmember Mears.

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, SaVaughn Irons, Planning & Community Development; Javon Llyod, PIO, Shalonda Brown; Director HR, Diane Lewis, Deputy HR Director; Bobby Jinks, Public Works Director; Nigel Watley; Deputy Public Works Director, Bruce Abrahams, Director of Economic Development; Latosha Clemons; Fire Chief, David Halcome, Deputy Fire Chief; Tarik Maxwell, Recreation and Leisure Director; Joshua Cox, IT Director; Rodney Virgil, IT Level 2 Support Engineer; Derry Walker, Code Enforcement Director; Dorth Roper-Jackson; Court Administrator, Pauline Warrior; Senior Management Analyst, and Danielle Matricardi, City Attorney.

CEREMONIAL**1. Swearing-In Ceremony of Councilmembers for Wards 3, 4, and 5**

Magistrate Judge Wright-Hill did the swearing-in for Ward 3, Councilmember Gutierrez, Ward 4, Councilmember Akins-Wells, and Ward 5, Councilmember Mears. They all ran unopposed in the November 2023 election.

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

It was moved to adopt the agenda with the addition of Council consideration of approving Lavenya Jackson to serve on the Clayton County Board of Health.

Motion made by Councilmember Antoine, Seconded by Councilmember James.

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

APPROVAL OF MINUTES:**2. Council Approval of Council Work Session and Regular Meeting Minutes from November 6, 2023, and December 4, 2023 - City Clerk**

It was moved to approve the Council Work Session and Regular Meeting minutes from November 6, 2023, and December 4, 2023.

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

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

Voting Abstaining: Councilmember James

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

There were three (3) public comments:

Mr. Evans – noted that he lost his son right before Thanksgiving and wanted everyone to know that it is important to tell people that they are loved. He noted he was concerned about the fireworks that were being set off. Mr. Evans would like something to be done about it. He noted that ShotSpotter is up and running. The police showed up a few minutes after a neighbor let off some rounds. He hoped Gillum would pave the roads before turning them over to the city. Lastly, Mr. Evans noted that there should be something in the Waste Management contract; if they miss a pickup, there will be a reimbursement.

Mrs. Gunn- noted she has been getting phone calls about the amazing home program. She noted she conversed with Ms. Pauline about the seniors being able to come in for help since they are not that computer-savvy. Ms. Gunn inquired if there could be a mailout to push out the information before the deadline, informing legacy residents there is money for home repairs.

City Manager Clark -noted that the Mayor just asked about sending postcards out last week. He noted they have set up a station here at City Hall for the people that do not have a computer, to be walked through the process. He noted they plan to push this out through the Senior Citizen Center and Parks and Recreation.

Mrs. Gunn- advised the council to get the word out to their Wards, via text if needed. She noted the deadline was February 9.

Zack Parker – noted that it is a new year, and the Mayor and Council do not know their own rules for the order of the meeting. He noted the Mayor is disrespectful towards him for simply voicing his displeasure. He also noted the meetings are not being held properly, and rules are being made up along the way. Mr. Parker noted he would continue to come and speak against the Mayor, Council, the chief, and uninformed officers who do not understand amendments or civil rights. He expressed that the leaders in the city will never allow themselves to be held accountable and will always kick the can. Mr. Parker noted he would keep his eye on the can and remind them every chance he got. He also expressed that Forest Park has a section that addresses extending public speakers' time, a code no one knew at the last meeting. He noted many have been in their position for quite some time and do not understand their bylaws. He attested that all was out of order when he did not take the proper vote to extend the public speaker's time. Section 217 5b, in part, the governing body, by a majority vote, may allow extensions of time to allow individuals to finish their comments, but there was no vote.

Mr. Parker noted that the rules read before the public comments state that members of the governing body may respond to the comments during their closing comments. He noted that the phrase is not included in the current codes for Forest Park. He noted the City Manager was out of order for commenting on his public comment portion and that it should be reserved for the governing body in their closing comments. He noted that he does not believe the City Manager is technically a part of the governing body, and the role is Administrative. Mr. Parker also noted he does not have the power to respond to public comments outright. Section 2172 (B) Decorum Meetings, states that all comments of any council member shall be addressed to the presiding officer of the general public in attendance at the meeting, provided that it shall be the privilege of a council member to ask any questions to the City Manager, any staff person, or the City Attorneys. Mr. Parker noted the exchange that took place tonight after the previous speaker's comment was out of order and did not follow the rules that govern the city.

CITY MANAGER'S REPORT

City Manager Ricky Clark -wished everyone a Happy New Year and stated he would keep things brief. Mr. Clark introduced the new Council Aide, Monica Miller, and plans to introduce her to the governing body after the meeting. He also recognized the new hires in the police department: Major Andray's Smith, Animal Control Officer; Olivia Samples and Shae Grove. Mr. Clark noted the old phone tree would be removed and updated, and that the recreation employees and Yvonne Braswell from HR would receive those calls and send them to the respective department. He noted that he would like to have the retreat on the weekend of February 9th, if everyone will be available. He noted that the See Click Fix system/One Click Forest Park averaged about fifty-nine (59) requests through the system and is averaged to close in about six (6) days.

Mr. Clark noted the Court Amnesty Program for Forest Park has fully launched the Warrant Amnesty Program, from January 4-March 1, 2024. He noted that, at the end of the program, a record restriction seminar would be held for people interested in getting their records restricted. Mr. Clark explained that the program offers limited amnesty to individuals facing arrests and other penalties due to delinquent traffic tickets or misdemeanor violations. The goal is to give licensed drivers a second chance to renew their licenses and become lawful drivers. Mr. Clark noted that Public Works will host the Spring Clean event for the Forest Park residents this Saturday, January 6, 2024, from 8 a.m. to 4 p.m. at 330 Forest Parkway and 4853 Springdale Road. Mr. Clark explained residents could bring anything except dirt, bricks, acid, unknown chemicals, etc. Car tires are welcome but will be limited to 4 tires per resident and dried paint.

Mr. Clark noted the \$2,000,000.00 request for Rite Aide was submitted to the county. He noted they are presenting to the BOC meeting, next Tuesday at 5:30 p.m. He noted the Army Navy Store, and the I.T. Department won the Christmas decorating contest.

PRESENTATIONS:**3. Forest Park Fire & EMS – Year-End Report (Presentation from EMA Coordinator Ioana Armstrong)**

The Forest Park Fire & will present its year-end / annual report. EMA Coordinator Ioana Armstrong will provide a presentation/slideshow.

Chief Clemons – gave an overview of the first annual report from the fire department. The report highlighted the department's many accomplishments over the past 12 months and pointed out the important services provided to the community through fire suppression, emergency medical services, fire prevention & arson investigation, public education, special operations, and emergency management programs. She noted they deliver services from three local fire stations, including the Administrative Headquarters and the city's Emergency Operations Center. The three stations are distributed throughout the city to reduce transit times when responding to a citizen's requests for emergency assistance.

Comments/Discussion from Governing Body:

Councilmember James- thanked the chief.

Councilmember Antione- thanked the chief.

Councilmember Gutierrez- thanked the chief and noted that he was thankful and proud of her. He noted that he always brags about the Fire Department every time he goes somewhere.

Councilmember Akins-Wells- thanked the chief for what she brings to the Fire Department and for making her men and women better. She thanked her for being in the community and doing things with the kids.

Councilmember Mears – thanked the chief and noted that she is doing a wonderful job and making Forest Park safe.

Chief Clemons- noted her team makes her better, and she could not do what she does without her team.

NEW BUSINESS:**4. Council Approval of the Appointment of Mayor Pro Tem – Executive Offices**

It was moved to Approve the Appointment of Councilmember Akins-Wells as Mayor Pro Tem.

Motion made by Councilmember Mears, Seconded by Councilmember Gutierrez.

Motion made by Councilmember Mears, Seconded by Councilmember Gutierrez.

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

Voting Nay: Councilmember Antoine

5. Council Approval of the Appointment of Dorothy Roper-Jackson as the Court Administrator- Executive Offices

It was moved to approve the Appointment of Dorothy Roper-Jackson as the Court Administrator

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

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

6. Council Approval of a Budget Amendment in the amount of \$4,300,485 in Increased Revenues for the American Rescue Plan Act (ARPA) Fund- Finance Department

It was moved to approve a Budget Amendment in the amount of \$4,300,485 in Increased Revenues for the American Rescue Plan Act (ARPA) Fund.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

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

7. Council Approval of a Budget Amendment in the amount of \$281,020.00 for TYMCO 600- " The Street Sweeper"- Finance Department

It was moved to approve a Budget Amendment in the amount of \$281,020.00 for TYMCO 600- " The Street Sweeper.

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

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

8. Council Approval to purchase fifteen (15) Flock Cameras for the Police Department in the amount of \$72,250.00-Police Department

It was moved to approve purchasing fifteen (15) Flock Cameras for the Police Department in the amount of \$72,250.00.

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

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

9. Council Approval to Authorize a Contract for Perkins Park Basketball Court in the amount of \$59,750.00 – Public Works

It was moved to approve to Authorize a Contract for Perkins Park Basketball Court in the amount of \$59,750.00.

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

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

10. Council Approval to Appoint Luvenya Jackson to the Clayton County Board of Health.

It was moved to approve the appointment of Luvenya Jackson to the Clayton County Board of Health.

Motion made by Councilmember Antoine, Seconded by Councilmember James.

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

CLOSING COMMENTS BY GOVERNING BODY:

Councilmember James – wished everyone a Happy New Year and welcomed all the new employees. She noted they did host the December Ward meeting and that the video should be out soon. She noted you will hear the letter that Chief Clemons referenced, and Educator Goan gave a powerful course. She noted they have powerful information shared by different department heads and invited everyone to her Ward meetings. They are at the Hartfield Community Center on the 3rd Thursday of the month at 5:00 p.m. She noted that on Saturday, February 3rd, she will be hosting a Partners in Education Business Breakfast. She noted the Elementary, Middle, and Forest Park High School will collaborate on hosting the business in the City of Forest Park. She noted that there will also be a business expo on that day, and flyers should be available by the end of the week.

Councilmember James- noted on Sunday, March 10th, she will host the Hunger Walk, where they walk for the community. She noted they are in partnership with the Atlanta Community Food Bank to raise money for the Forest Park School team for the feeding events for the community.

Councilmember James- noted she is disappointed in the county's unanimous approval to have a gas station and commercial parking on Conley Road, located in the unincorporated Forest Park. She noted that there have been a lot of complaints about the speed in that area. She noted the residents did not want it to happen, but it did. She thanked everyone for being a part of the wonderful city.

Councilmember Antione – noted he appreciates everyone, and God bless them. He gave a shout-out to Ward 2 and noted the Rental Assistant program is back, and there is a Home Improvement Program. He gave a shout-out to the Police Department and the new hires. He gave a shout-out to the Fire Department honorees. He noted he would contact the City Manager to address Mr. Evan's concerns and said he is available if anyone needs anything.

Councilmember Gutierrez – gave his condolences to Mr. Evans and thanked him for always speaking up. From what they are told, he noted, that is how they get better as a community. He also noted that he spoke with a community member with eight (8) grandchildren, who spoke about hardships and getting toys. He noted Mr. Gaman helped with that and thanked him for always looking out for the people. He noted some officers came out to South Parkwood, where some young ones were hanging around, and he thanked Chief Criss for coming out. He congratulated his colleagues that was reelected. He extended his condolences to one of the employees that just lost his mother. He noted he was excited about the Home Program and Councilmember James's work with the school cluster. He wished the new Mayor Pro-Tem a Happy Birthday. He noted he was here to help if anyone needed anything and welcomed the new City Attorney.

Councilmember Akins-Wells -wanted to extend her condolences to Mr. Evans and Mrs. C.J. Horns. She thanked God for continuing to allow her to serve the community where she grew up. She noted it has not been easy and has been a long 12 years. She had no plans of running again, but God had other plans. She had no opposition, so it was meant for her to be here. She thanked her family for participating in the journey, and the community for trusting her.

She thanked the Governing Body for appointing her. She noted she always says, "I do not get caught up on titles, but each of them deserves the opportunity." She even thanked the no, and stated if God is for you, who can be against you? Councilmember Akins-Wells thanked Rumors and noted because of them, they were able to give back to three 93) families for Christmas. She noted on January 24th, she will be hosting a job fair; so far, fifteen (15) companies have registered. She noted she wants to help her community. She stated she loves everyone and is looking forward to another four (4) years.

Councilmember Mears – thanked everyone for coming and stated he is looking forward to the next four (4) years serving Forest Park. He noted many things to be done, but it is getting better every day. He noted if everyone pulls

together, they will reach their goal at the end of the day. He recognized his friend Mr. Willie for being there. He thanked everyone for being there.

Mayor Butler – noted she loved them, and they keep her laughing.

Councilmember James- noted they hear comments but do not address them. She noted the Police Department, and the Council Members are doing a fine job. She noted they are improving and growing, and sometimes you hear a lot of negative. She thanked the staff, police department, the council, and Mr. Clark and noted they were not kicking the can; they were stomping the can and getting things done.

Mayor Butler- noted she is great for every one of them, and 2024 is looking brighter than ever. She noted that Forest Park has progressed as a municipality because of them. She thanked the nonprofit organizations that participated in the toy giveaway. She extended her condolences to Mr. Evans for the loss of his son, and how the holidays have been riddled with death and illness. This has allowed her to appreciate those around her more. Mayor Butler thanked those who contacted her and noted her father was out of the hospital. She thanked everyone for all they did. She asked everyone to keep Jimmy in their prayers because his mother passed. She commended Councilmember Akins-Wells for being the longest-serving official in Forest Park.

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

ADJOURNMENT:

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

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

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.

File Attachments for Item:

2. Beautification Committee Members Swearing-In- Code Enforcement Department

Background/History:

As a part of the Beautification Plan 2023-2028 that was approved on October 2, 2023, included the creation of a Beautification Committee. On November 6, 2023, the Mayor and council approved six (6) members to serve on the Beautification Committee. I am requesting that the members be sworn in on this day January 16, 2024, and serve a one year (1) term.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Beautification Committee Members to be sworn in – Code Enforcement Department

Submitted By: Derry Walker

Date Submitted: January 8, 2024

Work Session Date: January 16, 2024

Council Meeting Date: January 16, 2024

Background/History:

As a part of the Beautification Plan 2023-2028 that was approved on October 2, 2023, included the creation of a Beautification Committee. On November 6, 2023, the Mayor & Council approved six (6) members to serve on the Beautification Committee. I am requesting that the members be sworn in on this day January 16, 2024, and serve a one (1) term.

Cost: \$ 0

Budgeted for: * Yes No

Financial Impact: N/A

Line Item: N/A

Action Requested from Council:

Six (6) members of the Beautification Committee be sworn in to serve.



CITY OF
FORESTPARK

State of Georgia County of Clayton

OATH OF OFFICE FOR BOARD/COMMISSION/AUTHORITY APPOINTEES

I, Kwadernica Rhea, do solemnly swear and affirm that I will honestly and faithfully perform the duties of a member of the Beautification Committee of the City of Forest Park. I further swear that I am not the holder of any unaccounted-for public money due this state or any political subdivision or authority thereof; that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state from which I am by the laws of the State of Georgia prohibited; that I am otherwise qualified to hold said office according to the Constitution and the laws of Georgia; that I will support the Constitution of the United States and this state and observe the provisions of the charter and code of ordinances of the City of Forest Park.

So, help me, God, or so I affirm this 16th day of January 2024.

Kwadernica Rhea
Beautification Committee

Sworn to and subscribed before me, the undersigned,

Angelyne Butler, Mayor

Attest:

City Clerk, City of Forest Park



CITY OF
FORESTPARK

State of Georgia County of Clayton

OATH OF OFFICE FOR BOARD/COMMISSION/AUTHORITY APPOINTEES

I, Billy Lewis, do solemnly swear and affirm that I will honestly and faithfully perform the duties of a member of the Beautification Committee of the City of Forest Park. I further swear that I am not the holder of any unaccounted-for public money due this state or any political subdivision or authority thereof; that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state from which I am by the laws of the State of Georgia prohibited; that I am otherwise qualified to hold said office according to the Constitution and the laws of Georgia; that I will support the Constitution of the United States and this state and observe the provisions of the charter and code of ordinances of the City of Forest Park.

So, help me, God, or so I affirm this 16th day of January 2024.

Billy Lewis
Beautification Committee

Sworn to and subscribed before me, the undersigned,

Angelyne Butler, Mayor

Attest:

City Clerk, City of Forest Park



CITY OF
FORESTPARK

State of Georgia County of Clayton

OATH OF OFFICE FOR BOARD/COMMISSION/AUTHORITY APPOINTEES

I, Lashawn Boykin, do solemnly swear and affirm that I will honestly and faithfully perform the duties of a member of the Beautification Committee of the City of Forest Park. I further swear that I am not the holder of any unaccounted-for public money due this state or any political subdivision or authority thereof; that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state from which I am by the laws of the State of Georgia prohibited; that I am otherwise qualified to hold said office according to the Constitution and the laws of Georgia; that I will support the Constitution of the United States and this state and observe the provisions of the charter and code of ordinances of the City of Forest Park.

So, help me, God, or so I affirm this 16th day of January 2024.

Lashawn Boykin
Beautification Committee

Sworn to and subscribed before me, the undersigned,

Angelyne Butler, Mayor

Attest:

City Clerk, City of Forest Park



CITY OF
FORESTPARK

State of Georgia County of Clayton

OATH OF OFFICE FOR BOARD/COMMISSION/AUTHORITY APPOINTEES

I, Ann Keith, do solemnly swear and affirm that I will honestly and faithfully perform the duties of a member of the Beautification Committee of the City of Forest Park. I further swear that I am not the holder of any unaccounted-for public money due this state or any political subdivision or authority thereof; that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state from which I am by the laws of the State of Georgia prohibited; that I am otherwise qualified to hold said office according to the Constitution and the laws of Georgia; that I will support the Constitution of the United States and this state and observe the provisions of the charter and code of ordinances of the City of Forest Park.

So, help me, God, or so I affirm this 16th day of January 2024.

Ann Keith
Beautification Committee

Sworn to and subscribed before me, the undersigned,

Angelyne Butler, Mayor

Attest:

City Clerk, City of Forest Park



CITY OF
FORESTPARK

State of Georgia County of Clayton

OATH OF OFFICE FOR BOARD/COMMISSION/AUTHORITY APPOINTEES

I, Sparkle Adams, do solemnly swear and affirm that I will honestly and faithfully perform the duties of a member of the Beautification Committee of the City of Forest Park. I further swear that I am not the holder of any unaccounted-for public money due this state or any political subdivision or authority thereof; that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state from which I am by the laws of the State of Georgia prohibited; that I am otherwise qualified to hold said office according to the Constitution and the laws of Georgia; that I will support the Constitution of the United States and this state and observe the provisions of the charter and code of ordinances of the City of Forest Park.

So, help me, God, or so I affirm this 16th day of January 2024.

Sparkle Adams
Beautification Committee

Sworn to and subscribed before me, the undersigned,

Angelyne Butler, Mayor

Attest:

City Clerk, City of Forest Park



CITY OF
FORESTPARK

State of Georgia County of Clayton

OATH OF OFFICE FOR BOARD/COMMISSION/AUTHORITY APPOINTEES

I, Lois Wright, do solemnly swear and affirm that I will honestly and faithfully perform the duties of a member of the Beautification Committee of the City of Forest Park. I further swear that I am not the holder of any unaccounted-for public money due this state or any political subdivision or authority thereof; that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state from which I am by the laws of the State of Georgia prohibited; that I am otherwise qualified to hold said office according to the Constitution and the laws of Georgia; that I will support the Constitution of the United States and this state and observe the provisions of the charter and code of ordinances of the City of Forest Park.

So, help me, God, or so I affirm this 16th day of January 2024.

Lois Wright
Beautification Committee

Sworn to and subscribed before me, the undersigned,

Angelyne Butler, Mayor

Attest:

City Clerk, City of Forest Park

File Attachments for Item:

4. Council Approval of Task Order for Schematic Design Services for the Forest Park City Center – Executive Offices



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Discussion and Approval of Task Order for Schematic Design Services for the Forest Park City Center – Executive Offices

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

Date Submitted: January 10, 2024

Work Session Date: January 16, 2024

Council Meeting Date: January 16, 2024

Background/History:

As the Governing Body is aware, staff has been working on finalizing preliminary plans for the erection of the Forest Park City Center. As we have completed the first phase of the space needs analysis with all departments, we are now seeking to move forward with the procurement of a Construction Manager at Risk (CMAR) for the City Center building to comprise City Hall, Municipal Court, Police Headquarters, the Recreation Facility & the Senior Center. The new facility will be approximately 200,000 square feet, with structured and surface parking.

Staff is seeking approval to move forward with Schematic Design Services as presented by Precision Planning.

Schematic Design Services include the following:

1. Coordination with and assistance to the Client with procurement of a CMAR, including attendance at a pre-proposal conference, answering questions from CMAR candidates, checking references, and making a recommendation of award.
2. Preparation of detailed schematic design drawings for CMAR pricing, including Site Plan, Floor Plan, Exterior Elevations, 3D Model and engineering pricing narratives.
3. Up to four (4) design review meetings with the Client and the CMAR and included.

Cost: \$ 99,000

Budgeted for: _____ Yes _____ No

Financial Impact:

Action Requested from Council:

RESOLUTION NO. _____**A RESOLUTION TO AUTHORIZE THE ISSUANCE OF A TASK ORDER FOR SCHEMATIC DESIGN SERVICES FOR THE FOREST PARK CITY CENTER.**

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 authorize the issuance of a task order to Precision Planning, Inc. to conduct schematic design services for the Forest Park City Center.

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

SECTION 1. Task Order. The Task Order shall include the following services:

- A. Coordination with and assistance to the City with the competitive procurement of a Construction Manager at Risk (CMAR) for the City Center building, to comprise City Hall, Municipal Court, Police Headquarters, the Recreation Facility & the Senior Center. This shall include attendance at a pre-proposal conference, answering questions from CMAR candidates, checking references, and making a recommendation of award;
- B. Preparation of detailed schematic design drawings for CMAR pricing, including Site Plan, Floor Plan, Exterior Elevations, 3D Model and engineering pricing narratives; and
- C. Participation in up to four (4) design review meetings with the Client and the CMAR.

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 16th day of January, 2024.

Angelyne Butler, Mayor

ATTEST:

_____ (SEAL)
City Clerk

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

5. Council Approval on the Renewal contract with Piper Sandler, Ed Wall, as City of Forest Park Financial Advisor – Executive Offices



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Renewal of contract with Piper Sandler, Ed Wall, as City of Forest Park Financial Advisor – Executive Offices

Submitted By: Bruce Abraham

Date Submitted: January 10, 2024

Work Session Date: January 16, 2024

Council Meeting Date: January 16, 2024

Background/History:

The Municipal Securities Rulemaking Board (MSRB) was established by Congress in 1975 and charged with a mandate to protect municipal securities investors, municipal entities, obligated persons, and the public interest. Effective June 23, 2016, MSRB Rule G-42 set out specific conduct standards for municipal advisors, required disclosures, and documentation. Piper Sandler, represented by Edmond Wall, is required to enter into a Financial Advisory Agreement with the City of Forest Park to conduct business as the City’s financial advisor. The attached agreement is a renewal of the existing agreement between Piper Sandler and the City.

Cost: TBD

Budgeted for: ___ Yes ___ No

Financial Impact: TBD

Action Requested from Council:

Action by Council is requested to renew the agreement.

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the "Agreement") is entered into on January 10, 2024 by and between City of Forest Park, Georgia (the "Client") and Piper Sandler & Co. ("Piper Sandler" or the "Financial Services Provider"). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the "Effective Date").

I. Scope of Services.

- (A) **Services to be provided.** Piper Sandler is engaged by the Client to provide services with respect to the planned issuance of the Client's bonds to be issued from time to time during the term of this Agreement and general financial issues of the City (the "Issue(s)").
- (B) **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:
1. Evaluate options or alternatives with respect to the proposed new Issue(s).
 2. Review recommendations made by other parties to the Client with respect to the new Issue(s).
 3. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
 4. Assist the Client in establishing a plan of financing.
 5. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue.
 6. Prepare the financing schedule.
 7. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum.
 8. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue.
 9. Attend meetings of the Client's governing body, as requested.
 10. Advise the Client on the manner of sale of the Issue.
 11. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue.
 12. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder.
 13. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients.
 14. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, and if directed by the Client, advise on the acceptability of the underwriter's pricing and offer to purchase.
 15. Assist the Client in identifying an underwriter in a negotiated sale or other deal participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue.
 16. Respond to questions from underwriters.
 17. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers.
 18. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds.
 19. Prepare a closing memorandum or transaction summary.

20. Advise Client on potential refunding or other refinancing opportunities of its outstanding Issue(s).
21. If directed by the Client, review recommendations made by third parties with respect to outstanding issue(s).
22. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on Client's outstanding Issue(s).
23. Advise Client on post-issuance disclosure compliance matters, including specific issues that may arise from time to time and the preparation, review and revision of applicable policies and procedures, relating to outstanding Issue(s).
24. Assist Client in responding to inquiries from investors or other market participants in connection with Client's outstanding Issue(s).
25. Advise on the City's budget and other financial issues.
26. Assist with economic incentives to include tax abatement calculations and meeting with economic development prospects.
27. Advise on the sale and purchase of property and related business and financial qualification of parties.
28. Advise on regulatory matters regarding the Georgia Department of Community Affairs.
29. Advise on business and financial contacts as needed.

For Services Respecting Official Statement. Piper Sandler has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to written information about Piper Sandler as the municipal advisor if provided by Piper Sandler in writing for inclusion in such documents.

II. Limitations on Scope of Services. In order to clarify the extent of our relationship, Piper Sandler is required under MSRB Rule G-42¹ to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

To assist us in complying with our duties to our regulators, you agree that if we are asked to evaluate the advice or recommendations of third parties, you will provide us written direction to do so.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing.

III. Amending Scope of Services. The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. Compensation. Compensation for the services rendered pursuant to this Agreement, the City shall pay the Financial Services Provider a fee of \$225.00 per hour.

For issuance of debt, where Financial Services Provider serves as Financial Advisor for the issuance of securities, a fee of \$10.00 per \$1,000 principal amount of debt issued plus reasonable and direct out of pocket expenses approved in advance by the City.

¹ See MSRB Rule G-42(c)(v).

Compensation is based on a fixed fee contingent on size of bond issue and/or hourly fee, if applicable.

For tax abatement transactions, the fee will be mutually agreed to by the parties.

V. IRMA Matters. If the Client has designated Piper Sandler as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Sandler, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Sandler and Client agrees not to represent, publicly or to any specific person, that Piper Sandler is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Sandler’s prior written consent.

VI. Piper Sandler’s Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Piper Sandler undertake certain inquiries or investigations of and relating to the Client in order for Piper Sandler to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Sandler know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Sandler undertakes a determination of suitability of any recommendation made by Piper Sandler to the Client, if any or by others that Piper Sandler reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Sandler any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Sandler in carrying out these duties to inquire or investigate, including providing to Piper Sandler accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Sandler provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Sandler written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. Expenses. Piper Sandler will be responsible for all of Piper Sandler’s out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper Sandler for their reasonable and direct expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like. Client will be advised actual amounts of issuance costs by Piper Sandler prior to expenditure and will approve all costs prior to such expenditure.

The Client will reimburse Piper Sandler in addition to the fees outlined in this section for the preparation, distribution, printing and mailing costs associated with the preliminary and final official statement for the Issue contemplated herein, when applicable.

VIII. Term of Agreement. The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on January 31, 2027.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Sandler shall be due and payable upon termination. Upon termination, the obligations of Piper Sandler under this Agreement, including any amendment shall terminate immediately and Piper Sandler shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

VII. Independent Contractor. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

VIII. Entire Agreement/Amendments. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

IX. Required Disclosures. MSRB Rule G-42 requires that Piper Sandler provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Sandler's Disclosure Statement attached as Appendix A to this Agreement.

X. Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, Piper Sandler and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Sandler to the Client. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Sandler's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XI. Indemnification. Unless prohibited by law, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any

material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

XII. Official Statement. The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper Sandler.

XIII. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

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

Angelyne Butler, Mayor
404-366-4720
abutler@forestparkga.org

Or to the Financial Services Provider at:

Piper Sandler & Co.
1442 Dresden Drive, Suite 257
Atlanta, GA 30319

Edmund Wall, Managing Director
404-405-1567
Edmund.Wall@psc.com

With a copy to:

Piper Sandler & Co.
Legal Department
800 Nicollet Mall, Suite 1000
Minneapolis, MN 55402

XIV. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the state of Georgia for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the state of Georgia and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XV. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of Georgia.

XVI. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XVII. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XVIII. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XIX. Authority. The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Sandler’s performance of its activities under this Agreement:

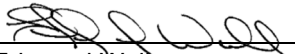
Angelyne Butler
Mayor

The following individuals at Piper Sandler have the authority to direct Piper Sandler’s performance of its activities under this Agreement:

Edmund Wall, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER SANDLER & Co.

By: 
Edmund Wall
Its: Managing Director
Date: 10 January 2024

ACCEPTED AND AGREED:

CITY OF FOREST PARK

By: _____
Angelyne Butler
Its: Mayor
Date: _____

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board (“MSRB”). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Piper Sandler of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Sandler. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Sandler may suffer a loss. Thus, Piper Sandler may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are based on hourly fees of Piper Sandler's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents the appearance of a conflict or a potential conflict of interest if the Client and Piper Sandler do not agree on a reasonable maximum amount at the outset of the engagement, because Piper Sandler does not have a financial incentive to recommend alternatives

that would result in fewer hours worked. [In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client.]This conflict of interest is mitigated by our duty of care and fiduciary duty and general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

Piper Sandler Also Advising Others. In addition to serving as municipal advisor to the Client, Piper Sandler serves as municipal advisor to the Downtown Development Authority of the City of Forest Park, the URA of Forest Park and Clayton County, which are other municipal entities with respect to a potential Issue under the Agreement. The Client and the municipal entities may have conflicting interests with regard to fees, terms of the issuance, and other matters. Such conflict is mitigated by our commitment not to represent adverse parties in any document review and only represent separate parties where their interests are aligned. To the extent their interests become adverse, we may be required to resign our engagement with both parties.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of

interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

RESOLUTION NO. _____**A RESOLUTION TO AUTHORIZE RENEWAL OF CONTRACT WITH
PIPER SANDLER & CO. FOR FINANCIAL SERVICES.**

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

WHEREAS, the City proposes to renew its existing contract with, Piper Sandler & Co. for financial services.

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

SECTION 1. Approval of Vendor. The renewal of the contract with Piper Sandler & Co. as presented to the Council on January 16, 2024 is hereby approved.

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

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 16th day of January, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

6. Council Discussion on the Security Camera Upgrades – IT Department



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Security Camera Upgrades – IT Department

Submitted By: Josh Cox, IT Director

Date Submitted: January 11th, 2024

Work Session Date: October 16th, 2023

Council Meeting Date: N/A

Background/History:

Many of the City's security camera systems are end of life and in need of replacing. We have many sites that have different variations of systems. It is a difficult and manual process to gather video footage from the current systems, and often results in poor quality. This request would cover replacing security cameras for the following facilities: PD/Court, City Hall, Fire Stations 1,2 and 3, Recreation, Planning and Zoning, and HR. These cameras are cloud based making the recordings easily and securely accessible and easy to share if needed. The system will also easily integrate with the FUSUS camera software used by the PD. The quote includes the cost of all the hardware along with one year of licensing for the cloud storage, which would be renewed on an annual basis.

Cost: \$ 65,152.21

Budgeted for: _____ Yes No

This was a project I budgeted for the previous fiscal year, but did not get completed before the end of the year so I am bringing this back to council for approval.

None

Action Requested from Council: Approval of the funds and the agreement to move forward with this project.



Southern Computer Warehouse

1395 S. Marietta Parkway
 Building 300
 Marietta, Georgia 30067
 United States
 http://www.scw.com
 (P) 877-GOTOSCW
 (F) 770.579.8937

Quote (Open)

Item # 6.

Date Dec 18, 2023 11:17 AM EST
Modified Date Dec 19, 2023 08:10 AM EST
Quote # 1806911 - rev 1 of 1
Description 1YR - January - Verkada CB52-E, CD42, Junction boxes (revised 12/19)
SalesRep Shrader, Jamison (P) 770-579-8927 (F) 770-579-8937
Customer Contact Cox, Josh jcox@forestparkga.gov

Customer

City of Forest Park GA (CO17279)
 Cox, Josh
 745 Forest Parkway
 Forest Park, GA 30297
 United States
 (P) 404-366-4720
 (F) 404-608-2343

Bill To

City of Forest Park GA
 Payable, Accounts
 745 Forest Pkwy
 Forest Park, GA 30297
 United States

Ship To

City of Forest Park GA
 PO#, REF
 745 Forest Pkwy
 Forest Park, GA 30297
 United States

Customer PO:	Terms: Undefined	Ship Via: GROUND
Special Instructions:		Carrier Account #:

#	Description	Part #	Tax	Qty	Unit Price	Total
1	Verkada - CB52-E Outdoor Bullet Camera, 256GB, 30 Days Max	CB52-256E-HW	Yes	35	\$932.66	\$32,643.10

Note: This price includes an instant rebate valid until 1/29/2024 only while supplies last. This item must ship on or before 1/29/2024 in order for the rebate to remain included in the price.

Contract
GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services

2	Verkada - CD42 Indoor Dome Camera, 256GB, 30 Days Max	CD42-256-HW	Yes	31	\$667.00	\$20,677.00
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Note: This price includes an instant rebate valid until 1/29/2024 only while supplies last. This item must ship on or before 1/29/2024 in order for the rebate to remain included in the price.

Contract
GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services

3	Verkada - Square Junction Box Mount	ACC-MNT-11	Yes	35	\$59.33	\$2,076.55
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Note: This price includes an instant rebate valid until 1/29/2024 only while supplies last. This item must ship on or before 1/29/2024 in order for the rebate to remain included in the price.

Contract
GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services

4	Verkada - 1-Year Camera License	LIC-1Y	Yes	66	\$132.66	\$8,755.56
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Note: This price includes an instant rebate valid until 1/29/2024 only while supplies last. This item must ship on or before 1/29/2024 in order for the rebate to remain included in the price.

Contract
GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services

Subtotal: \$64,152.21
 Tax (.0000%): \$0.00
 Shipping: \$1,402.00
Total: \$65,554.21

This price includes an instant rebate valid until 1/29/2024 only while supplies last. This item must ship on or before 1/29/2024 in order for the rebate to remain included in the price.

Item # 6.

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last. All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

Disclaimer

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced. All prices are subject to change without notice. Supply subject to availability.



File Attachments for Item:

7. Council Approval to enter into a contract with Kimley-Horn and Associates, Inc. to develop a Feasibility Study for a pedestrian bridge over Forest Parkway- Planning & Community Development Department



CITY OF FORESTPARK

City Council Agenda Item

Subject: Discussion to enter into a contract with Kimley-Horn and Associates, Inc. to develop a Feasibility Study for a pedestrian bridge over Forest Parkway-Department of Planning & Community Development

Submitted By: LaShawn Gardiner

Date Submitted: January 10, 2024

Work Session Date: January 16, 2024

Council Meeting Date: January 16, 2024

Background/History:

The City issued a request for proposal from qualified proponents to procure the services to develop a feasibility study and concept plan to facilitate the construction of a pedestrian bridge that will connect Starr Park and the proposed City Center-City Hall Complex to the Downtown Main Street District. The bridge will provide better connectivity in the city, and access to the city’s amenities (Starr Park, City Center-City Hall Complex, and the Recreation Center), as well as other government facilities. The railroad impedes connectivity in the city and there is a multi-lane highway, (SR 331) Forest Parkway that causes pedestrians to compete with automobile traffic and trains. A pedestrian overpass bridge will provide safer crossing over the railroad tracks and Forest Parkway.

Kimley-Horne was the only participant in the RFP process and met the requirements as outlined in the scope of services.

Cost: \$221,254 (\$160,000 ARC Grant Funds and \$61,254 General Funds)

Budgeted for: Yes No

Financial Impact: No negative impact on the general funds

Action Requested from Council:

Approval to enter into a contract with Kimley-Horn and Associates, Inc. to develop a Feasibility Study for a pedestrian bridge over Forest Parkway

THE CITY OF FOREST PARK, GEORGIA
PROFESSIONAL SERVICES CONTRACT FOR PEDESTRIAN BRIDGE
FEASIBILITY STUDY
AND INCORPORATED GENERAL CONDITIONS

**PROFESSIONAL SERVICES CONTRACT FOR PEDESTRIAN BRIDGE
FEASIBILITY STUDY
AND INCORPORATED GENERAL CONDITIONS**

This Agreement is made by and between the **CITY OF FOREST PARK, GEORGIA**, a municipal corporation of the State of Georgia (the "Owner"), and **KIMLEY-HORN AND ASSOCIATES, INC.**, a foreign corporation authorized to conduct business in the State of Georgia, (the "Engineer"), under seal for a pedestrian bridge feasibility study at Forest Parkway and Main Street (the "Project"). For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Engineer hereby agree as follows:

ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the Owner and the Engineer, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it and shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which it was executed, unless otherwise agreed by the parties in writing.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, any and all Exhibits attached hereto, the Specifications, the Drawings, all Change Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Advertisement for Competitive Sealed Bids/Proposals; Instructions to Offerors; Bid/Proposal Form; Bid Bond; Notice of Award; Change Order; Certificate of Substantial Completion; Notice to Proceed.

Documents not enumerated in this Paragraph 1.2 or not otherwise incorporated by reference hereunder are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

1.3.1 The Contract Documents constitute the entire and exclusive agreement between the Owner and the Engineer with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Engineer.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create or be interpreted to create privity or any other contractual agreement between the Owner and any person or entity other than the Engineer.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Engineer for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Engineer shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Engineer use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

1.7 Hierarchy of Contract Documents

1.7.1 In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following hierarchy shall control: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large scale drawings and small

scale drawings, the large scale shall govern; (c) as between drawings and specifications, the requirements of the specifications shall govern; (d) as between the Contract for Construction and Incorporated General Conditions and the specifications, the requirements of the Contract for Construction and Incorporated General Conditions shall govern. As set forth hereinabove, any and all conflicts, discrepancies, or inconsistencies shall be immediately reported to the Owner in writing by the Engineer.

ARTICLE II **ENGINEER'S BASIC DUTIES TO THE OWNER**

2.1 The Engineer shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 The term "Work" shall mean whatever is done by or required of the Engineer to perform and complete its duties under this Contract, including the furnishing of professional consulting engineering services in connection with the Project. The Work to be performed by Engineer is described herein and in the Scope of Services attached hereto as **Exhibit A**, which is incorporated herein by reference.

2.3 By executing this Agreement, the Engineer represents to the Owner that the Engineer is professionally qualified to act as the Engineer for the Project; it is licensed to practice engineering by all public entities having jurisdiction over the Engineer and the Project; and shall perform the Work in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession. The Engineer further represents to the Owner that the Engineer will maintain all necessary licenses, permits or other authorizations necessary to act as engineer for the Project until Engineer's remaining duties hereunder have been satisfied. The Engineer further represents and warrants that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Work to be provided hereunder or which in any manner affect this Agreement. The Engineer assumes full responsibility to the Owner for the improper acts and omissions of its consultants or others employed or retained by the Engineer in connection with the Project.

2.4 Execution of this Agreement by the Engineer constitutes a representation that the Engineer has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.5 Schematic Design

2.5.1 The Engineer shall be responsible for the professional quality, technical accuracy, and the coordination of interpreting all designs, drawings, specifications, and other services furnished by or on behalf of the Owner pursuant to this Agreement.

2.5.2 The Engineer shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for the Project.

The revisions shall be coordinated with the Georgia Department of Transportation and the Owner prior to issuance. The Engineer shall also be responsible for any claim, damage, loss, or expense resulting from the incorrect interpretation of provided designs, drawings, and specifications.

2.6 Pre-Construction Activities

2.6.1 The Engineer shall accomplish all of the pre-construction activities in accordance with all local codes and ordinances (where applicable), the applicable guidelines of the American Association of State Highway and Transportation Officials, current edition, hereinafter referred to as “AASHTO”, the GDOT’s Standard Specifications Construction of Roads and Bridges, current edition, Task Order schedules, and applicable guidelines of the Georgia Department of Transportation.

2.7 Schedule for Completion

2.7.1 The Engineer shall commence the Work on the date established by a written Notice to Proceed given by the Owner to the Engineer, and the Engineer shall perform its services expeditiously. The Work shall be completed by October 31, 2024.

2.7.2 The Engineer shall prepare a schedule showing milestone completion dates based on completing the Work within the timeframe provided in Subparagraph 2.7.1 (“Schedule for Completion.”) Said schedule, when approved by the Owner, shall not, except for cause, be exceeded by the Engineer. The Schedule for Completion shall be revised by the Engineer to reflect the actual Notice to Proceed date and shall be updated as required throughout the Project duration.

2.8 Personnel

2.8.1 The Engineer shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions indicated:

NAME	FUNCTION

So long as the individuals named above remain actively employed or retained by the Engineer, they shall perform the functions indicated next to their names.

2.9 Meetings with Owner

2.9.1 The Engineer shall coordinate and attend periodic meetings with the Owner regarding the status of the Project. The Engineer shall submit transmittals of all correspondence, telephone conversations, and minutes of project meetings.

ARTICLE III **THE OWNER'S BASIC DUTIES TO THE ENGINEER OTHER THAN** **COMPENSATION**

3.1 The Owner shall provide the Engineer with adequate information regarding the Owner's requirements for the Project including any desired or required design schedule, or both, and any budgetary requirements.

3.2 The Owner shall review any documents submitted by the Engineer requiring the Owner's decision and shall render any required decision pertaining thereto.

3.3 If requested and if available, the Owner shall furnish a legal description and survey of the Project site, including as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings and other improvements; and information concerning available service and utility lines above and below grade, including inverts and depths.

3.4 The Owner's review of any documents prepared by the Engineer, or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's construction program and intent. No review of such documents shall relieve the Engineer of its responsibility for the accuracy, adequacy, fitness, suitability, and coordination of its work product.

ARTICLE IV **[Reserved]**

ARTICLE V **COMPENSATION**

5.1 The Contract Price

5.1.1 The Owner shall pay, and the Engineer shall accept, as full and complete payment for the Engineer's timely and full performance of its obligations hereunder, the total lump sum amount set forth in Paragraph 5.1.2. The lump sum amount set forth in Paragraph 5.1.2 shall not be modified except by Change Order(s) as provided in this Agreement.

5.1.2 The total lump sum amount to be paid by the Owner to the Engineer for the Engineer's timely and full performance of its obligations under the Agreement shall not exceed TWO HUNDRED TWENTY-ONE THOUSAND TWO HUNDRED FIFTY-FOUR DOLLARS AND 00/100 CENTS. (\$221,254.00). See **Exhibit B** (Cost Proposal) attached hereto and incorporated by reference herein.

5.1.3 If the Engineer's services are changed materially through no fault of the Engineer, compensation due to the Engineer shall be equitably adjusted, either upward or downward.

5.2 Engineer's Invoices

5.2.1 Not more frequently than monthly, unless otherwise agreed in writing by the Engineer and the Owner, the Engineer shall submit an invoice to the Owner requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder. The Engineer's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended, and the person(s) rendering such service.

5.2.2 The invoice shall bear the signature of the Engineer, which signature shall constitute the Engineer's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that all obligations of the Engineer covered by prior invoices have been paid in full, and that, to the best of the Engineer's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Engineer that payment of any portion thereof should be withheld. Submission of the Engineer's invoice for final payment shall further constitute the Engineer's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Engineer to others, including its consultants, incurred in connection with the Project, will be paid in full.

5.3 Time for Payment

5.3.1 The Owner shall make payment to the Engineer of all sums properly invoiced as provided in Paragraph 5.2, within thirty (30) days of the Owner's receipt thereof.

5.4 Owner's Right to Withhold Payment

5.4.1 In the event that the Owner becomes credibly informed that any representations of the Engineer, provided pursuant to Subparagraph 5.2.2, are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Engineer until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.5 Engineer's Reports and Records

5.5.1 Every thirty (30) days commencing with the execution of the project, the Engineer shall submit a report which shall include, but not be limited to, a narrative describing actual work

accomplished during the reporting period, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, and any newly planned activities or changes in sequence (“Narrative Report”). No invoice for payment shall be submitted and no payment whatsoever will be made to the Engineer until the Schedule for Completion, and the completion of Narrative Reports are updated and submitted to the City. In no event shall payment be made more often than once every 30 days.

ARTICLE VI **TERMINATION**

6.1 Termination for Cause

6.1.1 This Agreement may be terminated by either party upon ten (10) days’ written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Owner terminates the Engineer for cause pursuant to this Paragraph 6.1.1 and in the event a court of competent jurisdiction subsequently determines the Owner did not have cause to terminate the Engineer, the termination shall be deemed to have been for convenience and the provisions of Paragraph 6.2.1 shall apply.

6.2 Termination by the Owner Without Cause

6.2.1 This Agreement may be terminated by the Owner without cause upon thirty (30) days’ written notice to the Engineer. In the event of such a termination, the Engineer shall be compensated for all services performed prior to termination. In such event, the Engineer shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.2.

ARTICLE VII **INSURANCE**

7.1 Insurance

7.1.1 The Engineer will provide minimum insurance coverage and limits as per the following:

1. **Commercial General Liability (CGL)** with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b. CGL coverage shall be written on ISO Occurrence form CG 00 01 0413 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.

- c. CGL coverage shall be issued on an "Occurrence" basis. "Claims Made" coverage is not acceptable.
- d. Defense costs shall be outside of policy limits. Eroding limits coverage is not acceptable.
- e. The CGL coverage shall not be limited by excluding coverage for work performed by subcontractors (CG 22 94, CG 22 95 or equivalent).
- f. Owner and all other parties as required by Owner, shall be included as insureds on the CGL, using combination of ISO Additional Insured Endorsements CG 20 10 04 13 and CG 20 37 04 13, or an endorsement approved by the Owner providing equivalent or broader coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. Therefore, coverage provided the additional insureds shall not require or contemplate contribution by any other policy or policies obtained by, or available to, and additional insured; any other such coverage shall be excess over the coverage to be provided by the subcontractor. The limits of coverage provided to the additional insureds shall be the same as the limits available to the Vendor/Contractor/Subcontractor. Thus, in the event that the coverage obtained by Vendor/Contractor/Subcontractor contains greater limits than the minimum limits required above, the additional insureds shall be entitled to such greater limits, and this Agreement shall be deemed to require such greater limits.
- g. Vendor/Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least three (3) years after completion of the work.
- h. The CGL coverage shall not contain any deductible that exceeds \$10,000.00. If the CGL contains a deductible, the Vendor/Contractor/Subcontractor shall be responsible for the deductible amount for any paid claim. However, Owner, at its option, can choose to pay the deductible and recoup such payment from the Subcontractor.

2. Automobile Liability

- a. Business Auto Liability with limits of at least \$1,000,000 combined single limit.
- b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c. Owner, and all other parties required by the Owner, shall be included as insureds on the Business Auto policy. The Business Auto policy shall be primary and non-contributory to any applicable coverage acquired by the Owner, and all required parties.

3. Commercial Umbrella

- a. Umbrella limits must be at least \$2,000,000 with such coverage to include Employers' Liability, General Liability and Automobile Liability, as underlying policies.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for each additional insureds shall apply as primary and noncontributory basis before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the Employers' Liability coverage maintained by the Vendor/Contractor/Subcontractor.

4. Workers Compensation and Employers Liability

- a. Workers' Compensation Insurance Coverage for all of Vendor/Contractor/Subcontractor's employees at the site of the Project, with statutory required limits.
- b. Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease and \$500,000 bodily injury by disease policy limit.

5. Personal Property

- a. Vendor/Contractor/Subcontractor shall secure, pay for, and maintain "all risk" Property Insurance necessary for protection against the loss of all capital equipment and tools, including but not limited to: staging towers, forms, scaffolding, hoists, and cranes, that are owned, leased, borrowed or rented by Vendor/Contractor/Subcontractor (or its employees), or by any of its Sub-subcontractors (or their employees).
- b. Owner shall not be liable for any loss or damage whatsoever to Personal Property owned, leased, borrowed or rented by Vendor/Contractor/Subcontractor, as described in sections a) above.

7.1.2 Failure of Engineer/Contractor/Subcontractor to secure such insurance as described in Section 7.1.1, or failure to maintain adequate levels of such, coverage, shall not render the Owner or any of its respective agents and employees legally liable or otherwise responsible for any personal property losses by Vendor/Contractor/Subcontractor

7.1.3 Additional Requirements:

- a. The Engineer will file with the Owner Certificates of Insurance, certifying the required insurance coverage below and stating that each policy has been endorsed to provide thirty (30) days' notice to the Owner in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required.
- b. All bonds and insurance coverage must be placed with an insurance company approved by the Owner, admitted to do business in the State of Georgia, and rated

- A-/VIII or better by A.M. Best Company in the latest edition of Property and Casualty Ratings. Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.
- c. Engineer/Contractor/Subcontractor and Engineer/Contractor/Subcontractor's insurers hereby shall waive all rights against Owner and Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by any commercial general liability, commercial umbrella liability, business auto liability or workers compensation, employer's liability insurance.
 - d. Attached to each certificate of insurance shall be copy of Additional Insured Endorsements that are part of the Engineer/Contractor/Subcontractor's Commercial General Liability, Auto Liability and Umbrella Policy.
 - e. Acceptance of said certificate will not be deemed to be a waiver of the requirements of this Agreement.
 - f. The foregoing provisions relative to insurance shall in no way limit or fix the liability of Engineer/Contractor/ Subcontractor to Owner, or any other person or entity in respect of any act or omission of Vendor/Contractor/Subcontractor or any breach by Vendor/Contractor/Subcontractor of any obligations or duties owing under this Agreement or otherwise imposed by law.
 - g. Additional Insureds under this Agreement shall be listed as Safeway Group, Inc. and Owner.

ARTICLE VIII **MISCELLANEOUS PROVISIONS**

8.1 Governing Law

8.1.1 This Agreement shall be governed by the law of the State of Georgia, exclusive of its choice of law provisions. In the event of any litigation arising from this Contract, venue shall be in any court of competent jurisdiction of the County of Clayton, Georgia.

8.2 Time is of the Essence

8.2.1 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

8.3 Successors and Assigns

8.3.1 The Engineer shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Engineer, respectively, bind

themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

8.4 No Third-Party Beneficiaries

8.4.1 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

8.5 Indemnification

The Engineer shall, and hereby expressly agrees, to hold harmless and indemnify the City of Forest Park, all its officers, elected officials, employees, agents, and representatives, against all losses, including costs and expenses, claims, actions, judgments, and all liability for injuries to persons, including wrongful death, damage to property, or both, by any person or entity against the City of Forest Park arising out of or by virtue of the performance of this Agreement. Where such injury or damage is related to or arises out of any mistakes or defect in service delivery or to the actions or negligence of the Engineer, Engineer's employees, subcontractors, or agents of the Engineer. This indemnity includes any claims or amount arising out of or recovered under the Worker's Compensation laws of the State of Georgia or arising out of failure of the Engineer to conform to any federal, state, or local law statute, ordinance, rule, or court decree. Indemnification of the City of Forest Park shall include, but not necessarily be limited to, any expenses, including attorney fees and court costs incurred by the City of Forest Park in defense of any claim or as a result of any breach by the Engineer of this Agreement.

8.6 Severability

8.6.1 If any provision of this Contract shall be deemed invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to cure such invalidity or unenforceability; provided, however, if such modification is not possible without creating a material conflict with another provision of this Contract, such invalid or unenforceable provision shall be deemed stricken from this Contract.

8.7 Amendment and Waiver

8.7.1 This Contract may not be amended, modified or waived except by a writing signed by an authorized representative of each part. No waiver of or any failure or omission to enforce any of the provisions hereof by the Owner shall be construed to be a waiver of the Owner to enforce any such provisions or any other provision(s) of this Contract.

8.8 Notice

8.8.1 Where a party is required or permitted to give notice to the other pursuant to this Contract, such notice is deemed given: (i) when delivered in hand; (ii) three (3) days after it

is mailed by registered or certified United States mail, return receipt requested, postage prepaid to the address listed below; or (iii) one (1) day after it is sent by courier or facsimile transmission if receipt is verified by the receiving party and such notice is addressed to the Party to receive such notice. Any notice required to be given by or on behalf of either party to the other shall be sent to the address specified below, or as such other address as may be specified, from time to time, by notice in the manner herein set forth.

If to the Owner/City:

City Manager
City of Forest Park
745 Forest Parkway
Forest Park, Georgia 30297

With copies to:

City Attorney
Denmark Ashby, LLC
100 Hartsfield Centre Pkwy, Suite 400
Atlanta, Georgia 30354

If to the Engineer:

8.9 Participation in Federal Work Authorization Program

8.9.1 The Contractor shall participate in the federal work authorization program throughout the contract period, as provided in O.C.G.A. §13-10-91. The Contractor shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit containing the above information. Further, to the extent that a Subcontractor is utilized, the Subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit. Said affidavit shall be attached hereto and incorporated by reference herein as **Exhibit C**.

8.10 Counterparts

8.10.1 This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

8.11 Captions

8.11.1 The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

8.12 Interpretation

8.12.1 The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

8.13 Use and Ownership of Documents

8.13.1 The drawings, specifications and other documents or things prepared by the Engineer for the Project shall become and be the sole property of the Owner. The Engineer shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications and other documents or things are not intended by the Engineer for use on other projects by the Owner or others.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Contract has been signed and delivered by a duly authorized representative of each party as of the last date indicated below.

CITY OF FOREST PARK, GEORGIA

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
(Signature)

By: _____
(Signature)

(Printed Name and Title)

(Printed Name and Title)

(Date of Execution)

(Date of Execution)

Attest: _____
(SEAL)

Attest: _____
(SEAL)

EXHIBIT A **SCOPE OF WORK**

Overview

The study is a planning effort led by the City of Forest Park with Regional Transportation Planning Study (RTPS) funding from the Atlanta Regional Commission (ARC) and matching funds from the City of Forest Park. Funding is provided to local governments for transportation plans, corridor studies and feasibility studies that support the goals and objectives of the Atlanta Region's Plan. The purpose of these studies is to develop project concepts that improve safety, mobility, connectivity, and access to all roadway users, while also preparing them for advancement into scoping and/or Preliminary Engineering (PE) phases (in future Transportation Improvement Program (TIP) project solicitations).

The study must be completed by October 31, 2024.

Project Objectives

The Forest Park and Main Street Pedestrian Bridge Feasibility Study will have the following objectives:

1. Develop a feasibility study and concept plan to facilitate the construction of a pedestrian bridge that will connect Starr Park and the proposed City Center-City Hall Complex to the Downtown Main Street District. The bridge will provide better connectivity in the city, and access to the city's amenities (Starr Park, City Center-City Hall Complex, and the Recreation Center), as well as other government facilities. The railroad impedes connectivity in the city, SR 331/Forest Parkway is a multi-lane highway and pedestrians compete with automobile traffic and trains. A pedestrian overpass bridge will provide safer crossing over the railroad tracks and Forest Parkway.
2. Assess potential design constraints, right-of-way, utility and environmental impacts and determine mitigation or avoidance strategies.
3. Develop implementation plan with schedule, funding sources and project cost estimates.
4. Achieve local stakeholders support and input from affected agencies (i.e.: ARC, GDOT District Office 7, and Norfolk Southern Railroad).
5. Provide data on best location for bridge landings, span of bridge, examine the multi-land state route and railroad tract, the height of bridge for safe passage of the train under the bridge, and coordination with GDOT and the railroad for any right-of-way acquisition, utility relocation, intersection improvement, and the feasibility to move forward with the project including estimated construction costs.

Task 1. Project Management, Public Involvement and Agency Coordination

1. The City shall establish a Project Management Team (PMT) that includes representatives from the City, the consultant, and ARC. This team shall meet monthly to discuss progress and overall planning efforts.
2. The consultant will develop a Project Management Plan (PMP) which will be approved by the PMT. The PMP will identify approaches for communication, coordination, Quality

Assurance/Quality Control (QA/QC), and schedule management meetings after kick-off meeting.

3. The Consultant will develop a Stakeholder and Public Engagement Strategy (SPE) and schedule to be approved by the PMT.
4. The city and consultant will seek input and comments from major stakeholders. Stakeholders will include, at a minimum, representatives from City of Forest Park, ARC, GDOT District 7 Office, Norfolk Southern Railroad, and adjacent property owners and residents. A variety of techniques may be used to engage these stakeholders, such as in-person meetings, conference calls, focus groups, or stakeholder interviews.
5. The city or consultant will conduct a minimum of three public involvement meetings, events, or opportunities. These may be virtual if in-person gatherings are not deemed safe. Engagement with the public should educate about design alternatives and potential impacts, as well as seeking input and consensus on preferred concepts, typical sections, or improvements. A variety of in-person and virtual tools and approaches should be used, including social media, surveys, and hosting outreach activities in the study area if possible.
6. Project information will be uploaded to a project website to provide basic project information to the public, and shall include project materials, meeting summaries, and design alternatives being considered, and shall provide the opportunity to leave feedback. Project information and opportunities for input should also be shared on social media.

Deliverables:

- 1. Kick-off meeting and meeting summary**
- 2. Project Management Plan**
- 3. PMT meeting minutes**
- 4. Stakeholder and Public Engagement Strategy**
- 5. Project website and communication materials**
- 6. Public engagement meetings and activities summary**

Task 2: Existing Conditions & Technical Analysis

Conduct a thorough assessment of environmental and right-of-way needs and impacts for the construction of a pedestrian bridge. Review and assess previous plans and existing conditions in the study area. Tasks include:

1. Review an assessment of available base data, GIS information, property plats, relevant plans and studies, engineering design plans for planned or programmed transportation projects in the study area, current land use, zoning or policies that impact the study area, and developments underway, permitted or programmed in the study area.
2. Conduct environmental analysis and survey to determine potential impacts, and the need for avoidance or mitigation, as related to cultural and historic resources, MS4 permits, floodplains, wetlands, stream buffer, erosion, existence of underground storage tanks, threatened and endangered species, and other resources covered by NEPA.
3. Research Right-of-Way (ROW) information to determine number of parcels, easement, property owners, and other impacts, and estimated costs for acquisitions including easements.
4. Identify pre-existing utilities that could be impacted by any of the concepts identified.
5. Evaluate the possibility of placing existing utilities underground.

Deliverables:**1. Existing Conditions Analysis Document****Task 3: Alternative Analysis & Concept Plan Development**

Prepare a concept layout, typical sections, and alternate concepts for pedestrian facilities and the proposed bridge project based on the existing conditions, technical analysis, and public involvement. Specific elements shall include:

1. Evaluation of the relative feasibility and constructability of alternative pedestrian pathways over Forest Parkway/SR 331 and the Norfolk Southern Railroad.
2. Include cost benefits of each alternative and document decision making process for determining preferred alternative.
3. Evaluation of innovation stormwater management alternatives and minimization of environmental impacts. Concepts should also be consistent with ARC's and GDOT's Complete Streets and other design policies and incorporate FHWA's Proven Safety Countermeasures where appropriate.
4. Prepare a GDOT Concept Report for the preferred concept, which includes analysis of potential environmental impacts, ROW (temporary and permanent) and utility relocation cost estimates (Including railroads), and a concept layout and typical sections. Seek preliminary review and comments of concept report from appropriate GDOT staff.
5. Prepare an implementation schedule that identifies the logical phases of implementation, potential funding or implementation partners, responsibilities, cost estimates, timeline, and potential sources of funding for each phase.

Deliverables:**1. Concept Plan****Task 4: Prepare Project Deliverables**

The following shall be developed and submitted to the City of Forest Park and ARC in the format indicated below.

Deliverables:

1. Forest Parkway & Main Street Pedestrian Bridge Feasibility Study (City of Forest Park) Summary Document: Prepare a document summarizing the goals of the project, methodology, public involvement process and input obtained, existing conditions, technical analysis findings and cost estimates. Include concept layout and typical sections for any preferred alternatives.
2. Completed GDOT Concept Report Form, including appendices (ex: traffic and safety data, environmental surveys, etc.).

Formats:

1. Single combined PDF of the final study summary report, including attachments or appendices, concept layouts, and typical sections.
2. PDF of the completed GDOT Concept Report, including appendices.

3. All electronic files in their original formats (Ex: MS Word, Excel, InDesign, etc.) with supporting graphics, CAD, and GIS shape files.

In addition, a formal presentation of the completed study and recommended solutions shall be presented to the City Council and City Staff.

Note: This is a feasibility study and generally GDOT does not have the resources to review concept reports for projects that do not have committed federal funds in the TIP. The purpose of this deliverable is to be able to complete an ARC funding application and be positioned to submit a concept report to GDOT immediately if/when the project receives federal funding.

EXHIBIT B
COST PROPOSAL

CITY OF FOREST PARK

FOREST PARKWAY & MAIN STREET PEDESTRIAN BRIDGE FEASIBILITY STUDY

COST PROPOSAL

TASK 1: Project Management, Community Engagement, and Agency Coordination	\$130,125 <i>(includes subconsultant total amount - \$55,000)</i>
TASK 2: Existing Conditions and Technical Analysis	\$45,109
TASK 3 AND 4: Alternative Analysis and Concept Plan Development	\$46,020
TOTAL	\$221,254

EXHIBIT C
E-VERIFY AFFIDAVIT

[attached]

RESOLUTION NO. _____

A RESOLUTION TO AWARD THE PROFESSIONAL SERVICES CONTRACT FOR THE PEDESTRIAN BRIDGE FEASIBILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

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

WHEREAS, the City issued a request for proposals (“RFP”) from qualified vendors to procure engineering services to develop a feasibility study and concept plan for a pedestrian bridge connecting Starr Park and the proposed City Center Complex to the Downtown Main Street District; and

WHEREAS, Kimley-Horn and Associates, Inc. (“Kimley-Horn”) was the most responsive and responsible proposer; and

WHEREAS, the City desires to award the contract to Kimley-Horn and to authorize the execution thereof.

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

SECTION 1. Approval of Vendor. The Professional Services Contract for the Pedestrian Bridge Feasibility Study with Kimley-Horn as presented to the Council on January 16, 2024 is hereby awarded and 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 Resolution, 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 16th day of January, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

8. Council Approval of an Outdoor Lighting Service Agreement- Project ID#000-0285-011- Public Works Department



City Council Agenda Item

Title of Agenda Item: Outdoor Lighting Service Agreement- Project ID#000-0285-011

Submitted By: Nigel Wattley

Date Submitted: 01-09.2024

Work Session Date: (01-16.2024

Council Meeting Date: 01-16-2024

Background/History:

Staff is seeking approval to enter into a Service and Maintenance Agreement with Georgia Power. This agreement provides total maintenance and repair services for the outdoor lighting system in the tunnel ramp along Frontage Rd.

The Lighting System installed by GODT is as follows:

- 35-88 watt led roadway fixtures.
- 25-Galvanized steel poles

The total annual fee for this agreement is \$8,274. This will be billed in monthly increments of \$689.50. The term of the agreement initially is for two (2) years, which will be renewed automatically for two (2) more consecutive “2 year” terms.

Action Requested from Council:

The Department of Public Works in collaboration with the Department of Finance recommends approving the Service and Maintenance Agreement with Georgia Power for the specified outdoor lighting system in the tunnel ramp along Frontage Rd. The agreement, with its terms and conditions, is considered favorable for the effective maintenance and operation of the lighting system.

Cost: \$ 8,274.00 per year

Budgeted for: Yes No

Financial Impact:

The total annual fee of \$8,274 is within the allocated budget for maintenance services. The monthly increments of \$689.50 are manageable and ensure consistent funding throughout the year from the funding line named “Street Lighting”



Outdoor Lighting Systems:

Services Agreement for Total Maintenance and Repair

Lighting & Smart Services Bin 78110
241 Ralph McGill Blvd. NE
Atlanta, GA 30308
(404) 506-6117

December 21, 2023

City of Forest Park
Bobby Jinks
Director of Public Works

Re: Miscellaneous Lighting Services Total Maintenance & Repair Project (L-TMR)

Georgia Power Company is pleased to provide you with this offer letter and the attached terms and conditions to provide the following Total Maintenance and Repair Services for Outdoor Lighting Systems (as defined in the terms and conditions) along Frontage Rd., in the City of Forest Park, GA.

Narrative: Maintain Customer Owned Lighting and Service

Detailed Scope of the Services:

Maintain the lighting system installed per GDOT Project No. 000-0285-011 – Frontage Rd. roadway lighting. Roadway lighting poles only.

- 25 – Galvanized Steel Poles, 35 – 88watt LED Roadway Fixtures located along the ramp from Forest Parkway, in Forest Park, GA.

The total annual fee is \$8,274.00, plus any applicable taxes. This fee will be billed in monthly increments. Additional fees may apply – see attached terms and conditions for details.

This pricing is valid for sixty (60) days or until earlier revoked by Georgia Power Company, and it is made in accordance with and subject to the terms and conditions attached hereto.

This offer is based on an initial term of two (2) years, which will renew automatically for consecutive two (2) year terms unless and until a party terminates the Services in accordance with Section 16 of the attached terms and conditions.

If you wish to accept this offer and the terms and conditions, please indicate your acceptance by signing the attached terms and conditions and returning to me for Georgia Power Company countersignature. **Such terms and conditions are expressly incorporated by reference into this letter and shall be binding on the parties upon the signature of both Georgia Power Company and you.**

Notwithstanding anything herein to the contrary, this offer is subject to and is pending upon final approval by Georgia Power Company management.

Thank you again for allowing us the opportunity to serve you. We are very eager to meet your Outdoor Lighting Systems needs and look forward to hearing from you soon.

Sincerely,

Gene Edwards

Lighting & Smart Services - Georgia Power Company
Phone – 404-535-0374 - Email – rgeoward@southernco.com

**Terms and Conditions:
Services Agreement for Total Maintenance and Repair**

This **Services Agreement for Total Maintenance and Repair** (the "Agreement") states the terms and conditions upon which Georgia Power Company ("GPC") will perform certain lighting maintenance and repair services to the "Customer" referenced on Page 9 and is effective as of the date on which this Agreement is fully executed by both Parties as indicated on the signature page (the "Effective Date"). Customer and GPC are referenced herein collectively as "Parties", and each individually as a "Party".

BACKGROUND

- Customer operates an Outdoor Lighting System (as defined in Section 1) on certain areas within Customer's jurisdictional limits and Customer's property, streets and/or roadways; and
- Customer desires that GPC provide the materials and services necessary for routine maintenance of, and certain repairs to, the Outdoor Lighting System; and
- GPC desires to assist Customer and is willing to perform such maintenance and repair work for the Outdoor Lighting System.

IN CONSIDERATION OF THE MUTUAL PROMISES DESCRIBED HERE, THE ADEQUACY AND SUFFICIENCY OF WHICH EACH PARTY ACKNOWLEDGES, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

ROUTINE MAINTENANCE AND REPAIR WORK

1. **Scope of Services.** Provided that the Customer is in compliance with this Agreement (including, without limitation, is not late in paying the applicable fees), GPC will perform Routine Maintenance and Repair Work for the Customer's Outdoor Lighting System (the "Services").

(a) The "Outdoor Lighting System" is the customer owned or controlled outdoor lighting facilities as identified in Exhibit 1 (such Exhibit is attached and incorporated by this reference into this Agreement) and located at the premises identified in Exhibit 1 ("Premises").

(b) "Routine Maintenance" means periodic inspection of the Outdoor Lighting System, and repair or replacement of fixtures, poles, and conductors, as needed due to ordinary wear and tear.

(c) "Repair Work" means repair or replacement, as determined by GPC in its sole but reasonable discretion and after consultation with Customer, due to physical damage to the Outdoor Lighting System resulting from the action of a third party, including vehicle crashes, or other event not in the control of the Customer. Notwithstanding the foregoing sentence, Repair Work does not include repair or replacement caused by Acts of God. "Acts of God" means acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages. The Repair Work will be performed as expeditiously as possible after Customer's written request (e-mail is acceptable) is received

by GPC's representative listed on Exhibit 1. Such notification shall reasonably describe the Repair Work requested.

(d) Customer may request Services for repairs or replacement due to Acts of God; provided, however, Customer shall (i) reimburse GPC for its costs of materials, supplies, and labor ("Reimbursable Expenses"), and (ii) pay an additional fee, which will be calculated as twenty-five percent (25%) of the Reimbursable Expenses. Before proceeding with the repair or replacement, GPC will provide Customer with an estimate of the Reimbursable Expenses and, upon written approval from Customer, GPC will perform the Services.

2. **Premises.** Customer grants a license and right of access to GPC, and its contractors and representatives, to enter the Premises and perform the Services. Customer represents that the individual signing this Agreement on its behalf has the authority to do so and that it has express authority from all the Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the performance of Services. **Customer is solely responsible for the safety of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises.**

3. **Payment for Services.** GPC will invoice Customer for Services provided hereunder. The fees for the Routine Maintenance and Repair Work are included on Exhibit 1 and are based upon a certain number of lights. Within thirty (30) days from the date of an invoice from GPC, Customer shall pay GPC in full. If customer desires to increase the number of lights, then the fee may be increased at the discretion of GPC and a new Exhibit 1 shall be implemented and incorporated into this Agreement. Notwithstanding anything in this Agreement to the contrary, GPC may increase the fees for Services effective upon the beginning of any Renewal Term and upon at least sixty (60) days' prior written notice (e-mail is acceptable) prior to the beginning of such Renewal Term to Customer's representative listed in Exhibit 1.

4. **Additional Costs.** The Customer assumes full responsibility for and costs associated with, the following activities if required for GPC to perform Services: (a) the location of underground utilities at the site of the Services; (b) any relocation or removal of underground (including but not limited to rock) or overhead obstructions which are not part of the scope of work and which may interfere with or make more expensive the Services; (c) any pre-existing, unknown condition which prevents or makes more expensive the performance of the Services; and (d) any hazardous waste or toxic materials encountered at the Premises.

5. **Default.** Customer is in default if Customer does not pay the entire amount owed to GPC within forty-five (45) days of the applicable invoice date. GPC's waiver or past default will not waive any other default. If default occurs, GPC, at its discretion may immediately terminate this Agreement, collect all past due amounts (including late fees), stop performing Services, and seek any other available remedy. Notwithstanding the foregoing, if Customer is past due on payments owed hereunder, then GPC has no obligation to perform Services unless and until Customer is paid up in full.

PERFORMANCE BY GPC

6. **Labor and Materials.** GPC will provide the labor and materials necessary required to perform the Services. Customer agrees that GPC may use its own employees or may contract with one or more independent contractors to perform the Services.

7. **Permits.** GPC will obtain all permits, permissions, and licenses necessary to perform the Services. GPC will develop, implement, and maintain all work-zone traffic control plans that may be required by the Customer for working on the Outdoor Lighting System. Customer will cooperate with GPC in securing any necessary regulatory permit or approval and will provide assistance and information in its possession required by GPC, Customer and any other person or authority concerning these permits or approvals. The failure by either Party to secure any required regulatory permit, approval or property right after reasonable effort will relieve GPC of its obligations under this Agreement.

8. **Cooperation.** The Parties will communicate regarding performance of this Agreement through the representatives identified in Exhibit 1. The Parties agree to use their best efforts to coordinate and cooperate in connection with all activities under this Agreement.

9. **Services Warranty.** GPC will perform the Services in a professional and workmanlike manner with a reasonable degree of care, skill, and diligence. If the performance of any portion of the Services fails to comply with these requirements, and the Customer gives written notice of such failure to the GPC contact listed in Exhibit 1 not later than one (1) month following the completion of the affected Services then, to the extent necessary to cure such failure, GPC shall repair, replace, or reperform, at its option, the affected portion of the Services at no additional cost to the Customer, and this shall be Customer's sole remedy with respect to this warranty.

10. **WARRANTY DISCLAIMER.** EXCEPT FOR THE WARRANTY PROVIDED ABOVE IN SECTION 9, GPC MAKES NO COVENANT, WARRANTY, OR REPRESENTATION OF ANY KIND (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY) REGARDING THE SERVICES (OR ANY EQUIPMENT OR MATERIALS INCLUDED THEREIN). GPC SHALL HAVE NO OBLIGATION OR RESPONSIBILITY FOR OR WITH RESPECT TO ANY WARRANTY PROVIDED BY ANY THIRD PARTY SUPPLIER OF ANY EQUIPMENT, PARTS OR OTHER MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT.

11. **Remedies and Damages.** TO THE FULLEST EXTENT ALLOWED BY GEORGIA LAW, CUSTOMER WILL NOT BE ENTITLED TO PAYMENT, DAMAGES, MONIES, OR COMPENSATION FROM GPC OF ANY KIND WHATSOEVER FOR INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF CAPITAL COSTS, LOSS OF REPUTATION, OR PUNITIVE DAMAGES) IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT OR BECAUSE OF HINDRANCE OR DELAY FROM ANY CAUSE WHATSOEVER, WHETHER THE HINDRANCE OR DELAY IS REASONABLE IS UNREASONABLE, FORESEEABLE OR UNFORESEEABLE, CONTEMPLATED OR NOT CONTEMPLATED, AVOIDABLE OR UNAVOIDABLE. TO THE FULLEST EXTENT ALLOWED BY GEORGIA LAW, THE PARTIES FURTHER AGREE THAT THE LIABILITY OF GPC UNDER ANY AND ALL CLAIMS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, ANY SERVICES OR EQUIPMENT FURNISHED PURSUANT TO THIS AGREEMENT, OR THE SALE, DELIVERY, INSTALLATION OR USE THEREOF, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, SHALL IN NO CASE EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES PAID TO GPC FOR THE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE APPLICABLE CLAIM.

12. **Risk Allocation.** Each Party is responsible for its own acts and the results of its acts.

COMPLIANCE

13. Georgia Security, Immigration, and Compliance Act (Applicable Only if Customer is a Georgia Governmental Entity). Customer is a "public employer" as defined by O.C.G.A. 13-10-91 and this Agreement is a contract for physical performance of services within the State of Georgia. Compliance with the requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 is a condition of this Agreement and is mandatory. GPC's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 will be attested by execution of the contractor's affidavit attached as Exhibit 2 and made a part of this Agreement. GPC agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by execution of a subcontractor's affidavit in the form attached as Exhibit 3. The affidavit will become a part of the GPC/subcontractor agreement and GPC will maintain records of the affidavits for inspection by customer.

14. Compliance with Equal Employment Opportunity Laws. GPC is an equal employment opportunity employer and will not discriminate against any employee or applicant on the basis of age, color, disability, gender, national origin, race, religion, sexual orientation, veteran status or any classification protected by federal, state or local law. GPC is also a federal contractor under an Areawide Public Utilities Contract with the General Services Administration of the United States Government and is committed to taking affirmative action to employ and advance in employment qualified women, minorities, disabled individuals, special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

MISCELLANEOUS

15. Authority. The execution of this Agreement and performance of Customer's obligations under this Agreement have been duly authorized as required by Applicable Law and by Customer's rules, policies, and procedures, and does not require the consent or approval of any person or entity other than those which have been obtained (evidence of which will be provided to GPC upon request).

16. Term and Termination. The initial term of this Agreement, commencing on the Effective Date, is two (2) years (the "Initial Term"). At the end of the Initial Term, this Agreement will automatically renew for successive two (2) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless a Party sends a written notice of non-renewal to the other Party at least [sixty (60) days] prior to the end of the then-current Term. Notwithstanding anything in this Section 16 to the contrary, a Party may terminate this Agreement for convenience upon at least 30 days' written notice to the other Party (a "Termination for Convenience"). In the event of a Termination for Convenience, Customer will receive Services up until the elected termination date and Customer will be responsible for paying all invoices issued up until the termination date.

17. Governing Law and Jurisdiction. This Agreement will be governed by and construed in all respects according to the laws of the State of Georgia. In the event of any dispute or claim related to this Agreement, any lawsuit or other legal action or proceeding will be filed in either a state or federal court sitting in the State of Georgia.

19. Notice. All notices permitted or required by this Agreement will be in writing and will be deemed delivered upon (a) personal delivery; (b) the next occurring business day if deposited with a commercial overnight delivery service; or (c) the fourth business day after being deposited, postage prepaid, in the United States Mail, registered or certified, return receipt requested. An email copy of the Notice must

also be sent. Each Party will provide all notices to the other at the address(es) and email addresses shown below or to any other address that a Party designates by written notice under this provision.

If to Customer:

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

With a Copy to:

Bobby Jinks
Public Works Director
5230 Jones Road
Forest Park, GA 30297
Bjinks@forestparkga.gov

If to GPC:

Manager, Contract Management
Georgia Power Company
Bin 10080
241 Ralph McGill Blvd., N.E.
Atlanta, GA 30308-3374

With a Copy to:

Georgia Power Company
Gene Edwards
2294 Skelton Rd.
Gainesville, GA 30504
rgedward@southernco.com

19. Interpretation. This Agreement will be interpreted in accordance with, and governed in all respects by, the laws of the State of Georgia. If any provision of this Agreement is ruled invalid or unenforceable, that invalidity or unenforceability will not affect the validity or enforceability of this Agreement as a whole. All captions in this Agreement are inserted for convenience only and are not to be used in interpreting this Agreement.

20. Relationship of Parties. GPC is and will be an independent contractor to Customer. GPC will not be considered an agent, partner, joint venturer, employee or representative of Customer. No affiliate of GPC will have any liability whatsoever for any Party's performance, nonperformance or delay in performance under this Agreement. Nothing in this Agreement will be construed to create any duty, obligation or liability of GPC to any person or entity not a party to this Agreement. Customer will not assign or transfer any of its rights or interests in or obligations under this Agreement or any document executed in connection with this Agreement without the prior written consent of GPC.

21. Entire Agreement; Modifications. This Agreement, including all documents attached or incorporated by reference, constitutes the entire understanding and agreement between the Parties relating to the subject matter of this Agreement and supersedes any and all prior agreements, whether written or oral. No waiver, amendment, change alteration or modification of this Agreement will be binding unless made in writing and signed by an authorized representative of each Party. The covenants expressed in this Agreement, except as otherwise provided, accrue to the benefit of and will be binding upon the successors and permitted assigns of the Parties. This Agreement may be executed in any number of duplicate originals, each of which is an original, but all of which constitute the same executed document. Notwithstanding the foregoing sentence, execution of this Agreement may be effected by signatures

submitted via facsimile or electronically scanned secured media in .pdf format and each signature so submitted will be treated as an original.

IN WITNESS WHEREOF, Customer and GPC have caused this Agreement to be executed by their duly authorized representatives.

GEORGIA POWER COMPANY

CUSTOMER

By: _____

By: _____

Printed Name: Gene Edwards

Printed Name: _____

Title: Project Manager Maintenance

Title: _____

Date: December 21, 2023

Date: _____

Exhibit 1

to Services Agreement for Total Maintenance and Repair

1. Outdoor Lighting Systems:

This Agreement relates to maintenance of the Outdoor Lighting System as located on the Premises as shown / described below:

GDOT Project No. 000-0285-011 – Frontage Rd. LED Roadway Lighting

*Note: Traffic Signal poles are not covered under this agreement.

2. ROUTINE MAINTENANCE SCHEDULE:

Customer and GPC agree that GPC will provide the Routine Maintenance on a quarterly basis.

3. NUMBER OF LIGHTS:

Customer and GPC agree that the total number of lights upon which GPC will perform Services is 35.

4. MONTHLY FEE FOR ROUTINE MAINTENANCE AND REPAIR WORK:

[\$689.50]

5. CONTACT PERSONS:

Communication between the Parties regarding performance of Routine Maintenance and Repair Work under this Agreement will be directed between the following representatives:

GPC Representative:

Customer Representative:

Name: Gene Edwards

Name: Bobby Jinks

Title: Project Manager

Title: Public Works Director

Georgia Power Company

City of Forest Park

Address: 2294 Skelton Rd.

Address: 5230 Jones Rd.

Gainesville, GA 30504

Forest Park, GA 30297

Phone: (404) 535-0374

Phone: (404) 366-4720

Exhibit 1 Acknowledged by GPC:

By: _____

Name: Gene Edwards

Title: Project Manager

Date: December 21, 2023

Exhibit 1 Acknowledged by Customer:

By: _____

Name: _____

Title: _____

Date: _____

