



## CITY COUNCIL REGULAR SESSION

Monday, November 21, 2022 at 7:00 PM  
Council Chambers and YouTube Livestream

### MISSION STATEMENT

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

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

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

The Honorable Mayor Angelyne Butler, MPA

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

The Honorable Dabouze Antoine  
The Honorable Latresa Akins-Wells

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

## AGENDA

### VIRTUAL MEETING NOTICE

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

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

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

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

**CALL TO ORDER/WELCOME:**

**INVOCATION/PLEDGE:**

**ROLL CALL - CITY CLERK:**

**PUBLIC COMMENTS: (All Speakers will have 3 Minutes)**

**ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:**

**APPROVAL OF MINUTES:**

- 1. Council Approval of Council Work Session and Regular Meeting Minutes from November 7, 2022 - City Clerk**

**NEW BUSINESS:**

- 2. Council Approval of a Resolution & Agreement with the Atlanta Regional Commission to Update City's Comprehensive Plan – Planning & Community Development Department**
- 3. Council approval to Execute a Non-Residential Gas Extension Contract with Atlanta Gas Light Company for the new Public Safety Building at Gillem - Department of Planning and Community Development**
- 4. Council Approval of Upgrading the Chamber AV System – IT 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 November 7, 2022**  
- City Clerk



## CITY COUNCIL WORK SESSION

Monday, November 07, 2022, at 6:00 PM  
Council Chambers and YouTube Livestream

### MISSION STATEMENT

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

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

## DRAFT MINUTES

### CALL TO ORDER/WELCOME:

### ROLL CALL - 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		✓

Javon Lloyd, Public Information Officer, Joshua Cox, IT Director, Chiquita Barkley, Finance Director, Jeremi Patterson, Deputy Finance Director, LaShawn Gardiner, Director Planning & Community Development, Shalonda Brown, HR Director, Fire Chief Latosha Clemons, David Halcome, Deputy Fire Chief, Bobby Jinks, Director Public Works, Police Chief, Nathaniel Clark, and Arthur Geeter, Purchasing Manager

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

**COVID-19 / MONKEY POX UPDATE:** EMS Coordinator, Andrew Gelmini

**PRESENTATION(S):**

**1. PRESENTATION - BlueStar Studio's – Executive Offices**

**Background/History:**

BlueStar Studio's is a \$180 million dollars investment in the City of Forest Park with construction and development continuing in phases through 2024. The Studio will preserve the charm and history of the surrounding area while also bringing new production capabilities and boosting our local economy.

**Mr. Goldberg** – Excited to be able to finally talk about this and thanked everyone for respecting the NDA. Formally announced this two weeks ago and got great coverage thanks to Javon. It was picked up by national media even by Hollywood Reporter, so Hollywood knows a bit more about Forest Park.

He moved here from Los Angeles about a year ago and looked at 8 or 9 different properties in different parts of the city. When they landed on this property and began working with the Mayor, Bruce Abraham, and Mike Williams it accelerated very quickly. He is here today with his business Mark Parkman and could not be happier to be here to talk about it.

They have bought over fifty-three acres at the corner of Anvil Block and Moreland. This includes the former headquarters building and about 45,000 square feet of motor pool wood working and historical army buildings. We are maintaining and restoring those historical buildings per the Historic Preservation Group here in Georgia. We are doing this in phases.

Phase one, coming off Anvil Block where you will enter the studio in front of the former headquarters building. We will hopefully be ready for business by the end of the third quarter, which is September 2023 and hopefully more great people like Louis Gossett Jr., will be visiting Forest Park. We had a drone go down there and had an illustrator draw this up for us.

He showed different views of how the property would look at dusk and dawn and it includes a water tower. This will be one of the biggest studios built in the state of Georgia, with state-of-the-art connections running through the property.

**Comments/Discussions from Governing Body:**

**Mayor Butler** – What about the history of the water tower in relations to all the other studios?

**Mr. Goldberg** – We are not going to forget about the water tower, we are talking about it now and how we can get it cleaned up and designed in the next few months before we open.

**Mayor Butler** – The history of the water tower in relations to all the other studios.

**Mr. Goldberg** – Warner's Brothers and Paramount, a water tower is a classic corporate ID for them. So, we here in Forest Park can have a similar branding opportunity and it is cool and we could not be happier.

**Councilmember James** – Is very excited about this coming to the city and asked him to talk a little bit about the technology, which is going to be huge opposed to the green screen and things that were mentioned.

**Mr. Goldberg** – His background is in media and technology. He invited them all to look at a technology called Virtual Production, which is a wall of LED screens woven together into a seamless wall of video. This technology is just beginning to populate sound stages around the world. This is the one thing that will differentiate us, and all our stages are going to be compatible for virtual production.

**Councilmember James** – In layman's term you can be filming in Italy and be right here is Forest Park.

**Mr. Goldberg** – Well said.

**Councilmember Antione** – Congratulations and thanks for investing here.

**Mr. Goldberg** – Thank you.

**Councilmember Gutierrez** - Is extremely happy to have this come to the city and would like to hopefully see some partnership with some of the schools. We have Forest Park here and some of the students would be interested in this. There is also a School of Arts in the county, and you could potentially bring in some potential superstars to help you all out. Thank you for investing in our city and thanks for bringing your business here. You had many choices, and you chose us. If there is anything we can do to extend the partnership, we are here to help.

**Mr. Goldberg** – Thank you very much.

**Councilmember Akins- Wells** – Thank you so much for choosing Forest Park and welcome to the city. I am excited, and the residents are excited. That was my thing too, I wanted to see how the community was going to be involved. How you would include the community in what is going on, and certain jobs being available for the community.

**Mr. Goldberg** – We are in the construction stage, but Bruce set us up and we have had one meeting with the Clayton Count Public Schools. In the new year we can rekindle those conversations. Training and education are going to be part of what we do and there are going to be opportunities to work together.

**Councilmember Mears** – I too would like to thank you for being here and choosing our wonderful city. I speak on behalf of the council, let us know if there is anything we can do to help make your stay pleasant, let us know.

**Mr. Goldberg** – Thanks.

**Mayor Butler** – Thank you very much.

## 2. PRESENTATION – High-Capacity Transit – Executive Offices

### Background/History:

Discussion and request for Mayor and City Council to endorse setting aside commuter rail and advancing a Bus Rapid Transit Alternative along the State Route 54 corridor specifically for planned for High-Capacity Transit connecting the existing MARTA Rail connecting East Point, Hartsfield Jackson Atlanta International

Airport, Forest Park, Gillem Logistics Center, Lake City, Clayton State University, Morrow, Southlake Mall, Jonesboro, and Lovejoy.

**Michael Hightower, Collaborative Firm** – We are joined by Marta Senior Director of Extreme Affairs Collen Kierman, who has been out here on several occasions and is one of the biggest supporters and ensuring that the funding is there. She follows the money and has been on the case for Forest Park.

There was a commitment for Commuter Rail to parallel and go down Highway 54. For the past couple of years Marta has re-examined that local project agreement and has determined a different mode for that artery. We are asking the council to join the Clayton County Board of Commissioners, who has already approved this resolution, the City of Jonesboro has approved it and we expect the other cities to do likewise, to change the initial project agreement from commuter rail along 54 to Bus Rapid Transit, which is a more relevant transit for services in this part of Clayton County. Grady Smith will give a brief presentation on this.

**Grady Smith** – I would like to give a refresher to the council of all the things in the 15<sup>th</sup> Amendment to the Rapid Transit Agreement, between the county and Marta. The O.M Facility in Clayton County Is one of the major investments in this. The high-capacity transit option for the state route is what we will spend more time on. Hwy 54 comes right through the middle of your city and the Norfolk Southern Rail line. One of the commitments that Marta has made is to make the amenities along our corridors here in Clayton County better and safer. They are committed to making changes to the shutter program all over, not just in Clayton County.

Marta is also committed to a Justice Center Transit Hub, where buses come together and transfer people from bus to bus safely and efficiently. Instead of having to go to a rail station at the airport we now have the breeze machines in the center of Clayton County, where people can buy those passes and not have to go to the Marta Rail to do that.

Looking beyond what is out there today, Marta has made a huge commitment to expanding that facility to state of the art. We are looking to make a bus transit hub at the Justice Center, where you have shelters you have real time bus information, you have the breeze information you also have the ability to transfer not just from bus to bus, but from uber to bus or other transit happening in the middle of the facility. Marta is committed to delivering this facility in 2026.

Marta does not own the rail line Norfolk Southern does and they made it very clear to Marta that if you are going to operate in our right-of-way, adjacent to our track you will need to be 26 ft away from our track, which creates an issue from an engineering perspective. This will require us to acquire right away and realign existing roadways and there is a cost associated with this. This creates a problem when it comes to competing for federal funds. Clayton County is a younger county in terms of where we are going to be in the future. Therefore, we are looking to pivot from a commuter rail investment to a bus Rapid Transit investment. We are here to ask along with Clayton County for the city's support, a resolution and letter to the Marta board transitioning from the commuter rail to a bus Rapid Transit investment.

#### **Comments/Discussions from Governing Body:**

**Councilmember Antione** -This is a no brainer and I want to thank you for allowing me and the community to be a part of your vision that you are bringing here.

**Councilmember Gutierrez** - Thank you so much for the presentation. This is phenomenal and it is the future. I am thankful that you all chose us. It means a lot to me that you took these trips to show the elected officials what the vision is and what it looks like in other cities. How can you incorporate our youth in the

workforce development, which is an important piece to us? I know you will have a lot of logistic opportunities, so I want to hole your feet to the fire on that. I do not want anymore businesses coming into our city and saying we are bringing jobs, but are we getting these jobs or not? I really would like to have the process where we incorporate our schools into the system, where the jobs stay here, and the money stays here in our city. Thank you for this and you have my full support.

**Councilmember Wells** – Thank you for the presentation, this is just what the residents need as well as us as council members to be informed on what it is that we are voting on.

**Councilmember Mears** – I would like to thank you for the presentation. I was well informed, and you all have my full support, along with the rest of the board.

**Mayor Butler** – I think one of the best takeaways is that Indigo already did the groundwork for it and so all we must do is take the pieces that work for us and make sure it ports well into our municipality and county.

## NEW BUSINESS:

### 3. Council Consideration of Certificate Allocating Local Option Sales Tax Proceeds - Legal

#### Background/History:

This year, Clayton County and each of the Clayton County municipalities are due to renew the allocation of the proceeds of the local option sales tax (L.O.S.T.) proceeds. After several meetings, it has been agreed that the allocation of the proceeds shall remain the same as it has been previously.

Attached is a copy of the proposed tax allocation certificate which is to be submitted to the State Commissioner of Revenue.

It is anticipated that the County will approve the certificate at its first meeting in November. Some of the other cities have already agreed to it.

**City Manager** – This is the allocation we would get from the local option sales taxes for all the products and services purchased and taxes within the county.

**Mayor Butler** – Our portion will remain the same, which is 11.28 percent, and the county gets 66 percent then it is broken down from there.

### 4. Information Technology Hardware Surplus - Information Technology Department

#### Background/History:

As the technology department continues to complete our budgeted IT refresh projects, we will continue to accumulate hardware that is end of life or no longer provides any value to the city. We currently have an inventory of hardware ready to be approved as surplus. If this request is approved, I am recommending that the contents of this inventory be recycled. The reason for this request is that the hardware is very old and does not have any usable value left to donate. I have found a third-party organization that will recycle the hardware free of cost to the City. Should recyclable contain enough value to be profitable for the company, it could result in a small portion of the proceeds being refunded back to the city.

### 5. Council Discussion on Accepting the BJA FY 2022 Bullet Proof Vest Reimbursement Program Funding – Grants/Police



**Background/History:**

A resolution to accept reimbursement funding in the amount of \$7,450.00 from the Bureau of Justice Assistance FY 2022 Patrick Leahy Bulletproof Vest Partnership for twenty (20) bulletproof vests. The reimbursement covers the 2-year program performance period.

**6. Council Discussion on Purchasing Additional Self-Contained Breathing Apparatus – Fire & EMS Department****Background/History:**

Fire & EMS is requesting to purchase twelve new SCBA (Self Contained Breathing Apparatus) air packs/units. One unit consists of SCBA, spare cylinder, mask, and protective bag for the mask. The cost of this purchase is \$116,844.00. This purchase is due to the complete inventory of outdated SCBAs.

Per the NFPA 1981 (National Fire Protection Association) and NIOSH (National Institute for Occupational Safety and Health), it requires that all SCBA cylinders be hydrostatic tested every 5 years throughout the service life of 15 years.

We currently have a total of 59 SCBA cylinders. Approximately forty-five were manufactured in 2010 which will reach its end of life in 2024 and the remainder manufactured in 2011 which will reach its end of life in 2025. We would like to purchase the twelve air packs this year and budget for twelve air packs for 2024 and 12 for 2025. This purchase (and the next 2 years purchases) will ensure compliance per NFPA and NIOSH standards for the next 15 years. Any new trucks we procure will not come with air packs. This will allow the Fire Department to pass down 12 SCBAs to the Training Division and to prepare to outfit the new apparatus that will be received next year.

We are requesting to transfer funds from the Fire Hose line (100-61-3520-53-1133) to the Breathing Apparatus line (100-61-3520-53-1135) in the amount of \$116,844.00 to make this purchase.

**Comments/Discussions from Governing Body:**

**Councilmember Mears** – Thinks that it is a good idea. They have a new fire station, and it is bad if you cannot leave because you cannot breathe.

**Chief Clemmons** – As we continue to evaluate the infrastructure which includes the vehicles, the facilities, tools, and equipment these are a vital part of our life and safety and how we operate. When we are going into situations this is what we use to breathe.

**7. Update from Urban Redevelopment Agency - Economic Development****Background/History:**

The URA Chair and Department of Economic Development would like to provide an update to the City Council on its activities in the past several months to include the following:

An overview of recent sales of property at the Gillam Logistics Center

A report on the financial status of the URA

The URA's remaining financial obligation to the United States Army

**Bruce Abraham, Economic Development Director** – CM James wanted me to give an update on URA and Gillem Logistics. Bluestar Studio's will invest 180 million dollars, in our city for a 55-acre project, which will bring about 1000 jobs. It is very important that we try and get the kids into the movie production business, and we are working on a strategy to do that. My department is also working on a film friendly economic development plan that we will be bringing to you, and we will have an ordinance to enable some of these things.

Fort Gillem was closed in 2005 and the army had 257 acres that are still operating as a forensic unit for the army. 1165 acres were sold to Forest Park through the URA, which was set up as a vehicle to accept the property to sale and pay off the debt to the army. The property was sold for thirty million dollars in 2014.

Kroger's brought 250 acres for fifteen million dollars, then the URA went in debt for fifteen million to the army and has been making those payments. Then the URA issued some bonds for fifteen million plus dollars for infrastructure to build Anvil Block Rd, and others to get the project started. The URA partnered with Robinson Weeks, an industrial developer, to buy sites for industrial buildings. We have seventeen companies out there and we are expecting a ten million build out. There are 150 acres left too sale.

There are several amenities to be coming. The old fire station is closing and the new one is opening in the spring, and we are talking about bringing three restaurants and a brewery to the old fire station so people will have a place to eat. The POA will build walking trails to Stevens Lake and around the sidewalks so that the employees can walk around. The Property Owners Association puts money into a general fund where they maintain the property, roads, and infrastructure with a budget of about a half million dollars.

Blue Star Studio sales will pay off the debt in 2023, we owe the army 3.2 million, the money is in the bank and that will be paid off. Kroger's tax abatement that was made early on the property is paying off the eighteen million with interest, which was originally fifteen million for the infrastructure for Anvil Block Road and the infrastructure. The total investment is estimated to be over a billion dollars in this development.

The property tax digest of Forest Park is 850 million, which is more than the existing property values of Forest Park. We used to sell property for twenty thousand and acre now we sell it for one hundred thousand an acre. At Fort Gillem. At the end of the project in a couple of years five thousand new jobs will be created there are about three thousand jobs out there now. No general fund money, or property tax money has been spent in Gillem. They will more than double the city's property tax digest, the Property Owners Association will maintain the development at no cost to the city, the Gillem has enabled seventeen big companies in a major movie studio to locate to Forest Park, which would not happen without Fort Gillem. I would like to thank the mayor the president of the URA and CM. James, who is currently the steward of the URA.

#### **Comments/Discussions from Governing Body:**

**Councilmember James** – Is excited about this and mentioned one of the that council had mentioned is they wanted to be informed on the things that are happening, and part of the intergovernmental agreement that was signed allows us to come in and give you all updates. I would like to do this on a regular basis so that you all know what is happening.

**Councilmember Antione** – For me it is just transparency and that is what got me. I thank you for how detailed and transparent you are. I was not aware of this, so thank you.

**Councilmember Gutierrez** – Thank you, I really appreciate that update this is the route that we need to go. Even though we have minutes for these meetings, I think that having quarterly or monthly updates for

the public with images is essential for transparency, and I will see if I can do something for the D.A. since I am a representative. I would also like to thank the elected officials before us for making this happen.

**Councilmember Wells** – Thank you so much for the transparency. You know we did mention to Councilwoman James that we wanted to be in the know. It is embarrassing to be councilmembers and not know what is going on. The people deserve to know what is going on in their city, I appreciate it and I am sure they do as well. This project has been going on way before any of our time, and to see it come to fruition means a lot, and I am excited and so are the residents.

**Councilmember Mears** – I too would like to thank you for the good work. I had several sleepless nights about buying the property before we got the wheels turning. I am well relieved with the information that you have brought to us, so thank you.

**Mayor Butler** - In speaking about those that were before us, it is unfortunate that Frank Brandon is not here to relish in the progress that is Fort Gillem. He and I are opposite in a lot of areas, but one thing we always agreed on was what we wanted for Fort Gillem. He passed away last year, but I know he would be exceptionally proud of all that we have been able to accomplish thus far.

**Councilmember Wells**- Years and years ago our City Manager, John Parker had a big role in what was going on at Fort Gillem, so I just wanted to put that out there too, so thank you to John Parker, who did an amazing job with this project.

## 8. Discussion on Email Addresses for City Boards- Legislative

### Background/History:

It is proposed that the members of the various City boards be provided with email addresses for which they can conduct official business.

The IT Department has explored options for this purpose to present to the City Council.

**Councilmember James** – I reached out to Josh for some options. At our last URA meeting, we explored the idea of getting business cards and we talked about what would be on the business cards and not having our personal information, email addresses etc. One of the members of the floor stated the county has an email address for the board, that the board could use, and I wanted to see what the options were for our boards.

**Josh Cox** – There are three options, the easiest and my least favorite would to be issue City of Forest Park email addresses to the board. It is not ideal because they are separate entities from the city and could get into some other issues from a security perspective. Another option would be to set up another domain like cityoforestparkga.gov, but specifically for the boards and have that being another domain in our hosting tenant. The last option would be to totally separate them from our attendant and work with a hosting partner and have an email environment separate from the city. This may not be a good idea because if there are issues with password resets, we would not be able to help. So those are the three options.

### Comments/Discussions from Governing Body:

**Councilmember James** – I am not in favor of option one, because I do not want the people on the board to look as though they are employees of the City of Forest Park. As it relates to option two, is there an

associated cost or something that the board can get together and pay the city to do that, or how would that work?

**Josh Cox** – The email domain will depend on what you select. There is a different cost depending on the popularity of the domain. If you want it to be a .gov domain which I believe the board qualify there is an application process to go through and is an annual renewal of 400.00. Currently, that is not being charged by .gov, it has been suspended, but could come back so I would recommend a plan for it. If you went with a non.gov there is an annual cost anywhere from \$3-\$50 dollars, depending on what domain you select. Outside the domain cost is a monthly per user email hosting cost of eight dollars per user per month, which is standard.

**Councilmember Antione** – I feel the same way that if they are not city employees, they should not have the city email address. I am on the safety and security side.

**Councilmember Gutierrez** – I agree with my colleague it is a volunteer position. If the board wants to take on the cost of the emails, if, it does not fall on the city or puts more work on you or any security issues.

**Councilmember Wells** – I agree also, it is a volunteer board. I agree with three, not option one. It is a volunteer board and I do not want the city to have to do any more than what they are doing. I am not against it but why not use your own email.

**Councilmember Mears** – I agree with council. Whatever is pleasing and agreeable by the council is ok by me.

**Mayor Butler** – It has been my experience on these boards, while there are mass communications that goes out for agenda purposes and just general communication. At the heart of it, it is usually the chair that has the communication with perspective businesses and people in general. It is up in the air either way but thank you.

**Councilmember James** – Initially I wanted it not to be on the agenda for voting, but it is on the agenda for voting. I would like to get clarity on what the members of the board are saying. Are we saying we should go ahead and get our own hosting or look at the option of hosting through the city?

**Councilmember Gutierrez** – If we all agree on not going with option one, would that come to us Dr. Cooper? Would we have to take charge of the host, or can the board take that?

**City Manager** – The board would take the cost to set up and host that, but that would come with the fact that we would have to add another individual to IT moving forward, depending on how much hosting the board would need. If we set up a different domain the boards actually paid for, the only thing Josh and his team would be concerned with is the setting up of email and passwords and doing password resets. The biggest issue would come with any of the board members would have with their computers or anything else and then going to our IT department to get those things resolved, because it is their personal computer.

**Councilmember Gutierrez** – If you get the host and you pay for it, they do not have their customer service to do all those things.

**Josh Cox** – They do if you set up in your own hosting entity, they usually have self-service password resets.

**Councilmember Gutierrez** – Do we need to approve that, or can the boards move and get that by themselves?

**City Manager** – The board can move to approve that if they are going to do it themselves. Councilmember James and Josh will bring it forward if you are going to have one domain that was associated with the city. There would have to be an agreement made with that to extend information technology to IT.

**Josh Cox** – Or if you wanted your own domain hosted in our system.

**Mayor Butler** – Councilmember James can you repeat your question.

**Councilmember James** – I wanted to know if the board was ok with our board purchasing but having it hosted by the city or should we go out on our own.

**Councilmember Antione** – I must think about this.

**Councilmember Gutierrez** – I do not know enough about this, Councilwoman James can we table it.

**Councilmember James** – Absolutely.

**Councilmember Wells**- This is self-explanatory, if you are going to do it, do it and host your own domain. Like Dr. Cooper said, you do not want something to go wrong with it and we must take care of it. It is easier for the boards to do their own things with that.

**Councilmember Mears** – I agree with tabling it because it needs some more discussion on it.

**City Manager** – Will there be specific questions the council will need answered coming back.

**Councilmember James** – No I think we can move to not approve this and move on. I was thinking in terms of all the boards we have in the city and all the different people we have that volunteer to be on our boards. We can as the URA board because we only have five members and we can go out on our own, but I was thinking generally. If you prefer every board does its own thing, then that is fine. I do not know if there is anything else to discuss, but he gave us the three options.

We all agree option number 1 is something that we do not want, because of the email addressed being the same. The other two options were to have a domain created and it be on the city server or whatever you want to call it or go out and do our own thing. If we do not agree to use the city for all the boards then there is no other discussion, we can just move on.

## 9. **Council Discussion on Good 360 Event for June 21-24, 2023 - Legislative**

### **Background/History:**

Councilmember James would like to discuss with the mayor and council the Good 360 Event for June 21-24, 2023.

**Councilmember James** – Mark your calendar for June 21-24. This is an event that was hosted in Riverdale called Miracle on Garden Walk. We are going to have a Miracle in Fort Gillem, next year in June. We were able to talk with Rich Goldberg from Blue Star Studios. The president of good 360 and for those of you who may not know, Good 360 gets goods that you return, like if you order something from Amazon and return it, it does not go back on the shelf, it goes into a warehouse. Good 360 is going to bring those goods to Forest Park. We have partnered with Carla Hardwood, with Helping Hands Ending Hunger and we partnered with Rich Goldberg to give us 2,000 square feet of space.

He is going to use part of the studio space they are building out for next year we will host this event. Arvis Walker for the Clayton County PTA's will get it together to be the volunteers and things of that nature. We are going to bring this to our city and have Christmas in June for people to shop. I do not know what the title will be, but families can choose a few items to take with them. This is going to be huge for our city and I am excited about it.

**Comments/Discussions from Governing Body:**

**Councilmember Gutierrez** – Are the items free or discounted?

**Councilmember James** – both

**Councilmember Wells** -Yes, it is a great thing. I was going to ask if they had to pay or was it free. It is a great thing, and I would like to volunteer to be part of it.

**Councilmember Mears** – I agree with this.

**Mayor Butler** – Will this be annual? We are going to try and make this annual. This is great.

**10. Council Discussion of a Home Repair Grant Program and Guidelines** – Executive Office

**Background/History:**

The Final Treasury Rules around the American Rescue Plan Act (ARPA) funds which took effect April 2022 appropriated funds that local municipalities could use to aid Disproportionately Impacted Households and Communities. Per the direction of the City Council, the City Manager reviewed several programs to determine the proper criteria and use and submits for council review and prerogative the attached guidelines. Such improvements will increase the lifespan of the City's housing stock, work to address systemic housing inequities, and stabilize home values for the neighborhood and the residents.

The approved guidelines will be used to develop the Request for Proposal for an organization that could serve as the administrator of this program on behalf of the city. The City Manager is seeking direction and approval to move forward with the RFP, based on the criteria set by the council and to have the program start obtaining applications by first quarter 2023.

**Comments/Discussions from Governing Body:**

**Councilmember Antione** – Dr. Cooper went over this with me and was very detailed. It is a great idea the vision that he has for this is right to the point. So, I am in support of this.

**Councilmember Gutierrez** – Thank you Dr. Cooper for listening to us. I do often get complaints from my senior community. They need help with certain things and are aware of the OPRA funds that we have. I am glad we can address the little things like blowing leaves off the roof or cleaning gutters and things like that. Those are small things that we can do and have been doing, but a repair can sometimes get expensive, so I am glad we are investing in our homeowners.

**When you are on a fixed income it is hard to get things done.** I partnered up with a few builders that fix things, so let us know because we have a lot of resources. We will roll this out in January, but if it is something detrimental like your heater, or whatever we have a large community that is willing to help and a lot of business owners that want to give back.

**Councilmember Wells** – Thank you Dr. Cooper for pushing this because it is about the residents. Like Councilmember Gutierrez said, they need help and they have reached out for help. I am glad the city is pushing this, thank you so much.

**Councilmember Mears** – I to agree with Dr. Cooper, but we will have to be careful with the guidelines and outlay and the quality of repairment of people and companies that we get. In construction there are so many ways to hoodwink something, and people do not get their money worth for the repairs for which they are charged. We should have guidelines and stipulations, so people can get their money's worth.

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

**ADJOURNMENT:**

**It was moved to adjourn the Council Work Session at 7:28pm**

Motion made by Councilmember Wells Seconded by Councilmember James.

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

DRAFT



## CITY COUNCIL REGULAR SESSION

Monday, November 07, 2022, at 7:00 PM  
Council Chambers and YouTube Livestream

### MISSION STATEMENT

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

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

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

The Honorable Mayor Angelyne Butler, MPA

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

The Honorable Dabouze Antoine  
The Honorable Latresa Akins-Wells

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

### **DRAFT MINUTES**

**CALL TO ORDER/WELCOME:** The meeting was called to order by Mayor Butler 7:32pm and she read the mission statement.

**INVOCATION/PLEDGE:** Minister Cook did the invocation and gave the pledge.

**ROLL CALL - CITY CLERK:** A quorum was established.

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

Javon Lloyd, Public Information Officer, Joshua Cox, IT Director, Chiquita Barkley, Finance Director, Jeremi Patterson, Deputy Finance Director, LaShawn Gardiner, Director Planning & Community Development, Shalonda



Brown, HR Director, Fire Chief Latosha Clemons, David Halcome, Deputy Fire Chief, Bobby Jinks, Director Public Works, Police Chief, Nathaniel Clark, and Arthur Geeter, Purchasing Manager

**PUBLIC COMMENTS: (All Speakers will have 3 Minutes)**

There were three speakers:

**Michael Manzi** – Wanted to complain about Forest Park Animal Control for not doing a good service to him. There is a Pitbull that belongs to his neighbor that is terrorizing him. It held him hostage in his vehicle when he drives up to his home, if he is sitting on the porch, it chases him in the house. The dog is running wild, and the animal control will not do anything about it, and he has placed three complaints about this, and he has also called the police. He has spoken to a lawyer and told the council they will be held liable if something happens. All they are doing is giving citation after citation to the owner. Please do something about this.

**Carl Evans** – We need to look at expanding as much as we can, especially with the growth we are seeing at Gillem. If we have a major event out there, we will need every piece of equipment we can get out there to take care of it. On the other side with public safety, I am sure they will have their own security team to help with our police department.

If there is a fire or explosion, we are going to need this, and these things are going to be expiring and we cannot use them so we will be shut down. There is no way they can go and fight a fire without that equipment, they cannot hold their breath for 30-45 mins and then run back out; this is needed. I am really encouraged by everything that I have seen tonight, all these things are wonderful. The buses will be wonderful also, because they are fluid and can change their routes if needed. I am looking forward to all the things we have going on in the next five or six years. I am honored to be a resident and I support you in every way that I can.

**Dr. LaWanda Folami** – My volleyball placed fourth. I did not get back with Dr. Cooper on the trophies, but I have a sponsor for them. Councilmember Wells will pick those up, because I needed three quotes and did not have the time. I like to see the people in the right places and giving recognition to those that deserve it, because it has been a long time coming. With the rail system we are going to have hiccups and I am glad Mr. Hightower is here dealing with it, but the bus will go through the city. Norfolk has been a pain in the butt for decades and they still are. Kudos to the police department for an outstanding job with the neighborhood watch, Chief Clark has really stepped it up. In December we are going to do a Christmas Fellowship potluck dinner as we always do. Ms. Rose Sims passed, and we wanted to meet with Councilmember Wells, to do a balloon release on her behalf, at the senior center.

**ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:**

It was moved to adopt the Council Agenda as printed

Motion made by Councilmember Wells, Seconded by Councilmember Gutierrez.

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

**APPROVAL OF MINUTES:**

1. **Council Approval of Council Work Session and Regular Meeting Minutes from October 17, 2022 -**  
City Clerk

It was moved to approve the Council Work Session and Regular Meeting Minutes from October 17, 2022.

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

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

## NEW BUSINESS:

### 2. **Council Approval to Endorse a Bus Rapid Transit Alternative** – Executive Offices

It was moved to approve to endorse a bus rapid transit alternative

Motion made by Councilmember Antoine, Seconded by Councilmember Gutierrez.

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

### 3. **Council Approval of Certificate Allocating Local Option Sales Tax Proceeds** - Legal

It was moved to issue a certificate allocating Local Option Sales Tax Proceeds

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

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

### 4. **Council Approval of Information Technology Hardware Surplus** - Information Technology Department

It was moved to approve the Information Technology Hardware Surplus

Motion made by Councilmember Antione, Seconded by Councilmember Gutierrez.

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

### 5. **Council Approval Resolution 22-24 Accepting the BJA FY 2022 Bullet Proof Vest Reimbursement Program Funding** – Grants/Police

It was moved to approve the Resolution 22-24 Accepting the BJA FY 2022 Bullet Proof Vest Reimbursement Program Funding

Motion made by Councilmember Antoine, Seconded by Councilmember Gutierrez.

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

### 6. **Council Approval to Purchase Self-Contained Breathing Apparatus** – Fire & EMS Department

It was moved to approve the purchase of Self-Contained Breathing Apparatus

Motion made by Councilmember James, Seconded by Councilmember Mears.

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

**7. Council Approval to Add Email Addresses for City Boards - Legislative**

It was moved to remove this item

Motion made by Councilmember James, Seconded by Councilmember Antoine.

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

**8. Council Approval of a Home Repair Grant Program and Guidelines – Executive Office**

It was moved to approve the Home Repair Grant Program and Guidelines

Motion made by Councilmember James, Seconded by Councilmember Mears.

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

**CLOSING COMMENTS BY GOVERNING BODY:**

**Councilmember James** – Thanks to everyone for coming out, and thanks to the new employees, we are excited to have you join us. Congratulations to Mr. Rudy who turned one hundred over the weekend for whom we did a drive by celebration. I would also like to congratulate my colleague Councilmember Mears, who celebrated his 57<sup>th</sup> wedding anniversary. I also would like to mention the joint effort of the police force. The significance of the fentanyl that was found in our city was significant, and it was enough to kill all of us. That was a very powerful enforcement that was done collectively, and I know our chief had a lot to do with that. I am excited about us getting drugs off the streets.

**Councilmember Antoine** – I would like to give a shoutout to our city manager for receiving a major prestigious award from the NFBPA. I would also like to give a shoutout to Clayton County, we are up to 50,000 people that voted in this election. Thank you all for coming.

**Councilmember Gutierrez** – Thanks to everyone for the public comments. To the gentlemen that mentioned the dog situation, we are going to take care of that. Next time please do not wait so long, you or anyone else. Everyone has a supervisor and answers to somebody, please reach out to your local elected officials so we can handle things. I am happy Dr. Folami team is doing well. Welcome to all the new employees here at Forest Park, we are glad to have you as part of our family.

Happy birthday to Mr. Rudy, he turned one hundred years young, and he is also a WWII veteran. We will be celebrating him at the Veterans Day event this Friday. We have movie night coming up on November 18<sup>th</sup>. Please go out tomorrow and vote, a lot of woman rights are on the ballot, they are trying to take away the decision of what woman can do with their bodies. If anyone needs anything, please reach out to me. Shout out to Dr. Cooper and Chief Clemons, we are proud with their accomplishments. Congratulations to Councilmember Mears on your anniversary.

**Councilmember Akins-Wells** – I would like to say to the gentleman complaining about the dog that no resident should have to deal with that, and I apologize for that. That is what we are here for, we work for you and hopefully it will be taken care of sooner than later. Congratulations to Chief Clemons, you are phenomenal, ever meeting it seems like we are congratulating her. It shows what type of leader you are and how far the department has come under your leadership. I thank you; the community thank you and we are blessed to have you as the Fire Chief of Forest Park, thank you for everything. In reference to Ms. Ruby, we want to do the balloon release. She was a life-long resident of Forest Park and people either knew her or knew of her, and I would like to look at getting a proclamation for her. Tiffany, my condolences to you, that is Ms. Ruby's daughter. Trophies, Dr. Folami it was my pleasure, it is like things that are to help the community we get the run around about it, or we are doing away with it. The kids should not have to fight for trophies, and I think every recreation department should have this in their budget. I did not agree with getting three quotes for this, so I took some of my ward money so that those kids could get trophies. These are our kids, and this is our community. Please make sure you go out and vote, it is important to have your voice heard. Representative Stovall thank you for joining us tonight and thank you all for coming. Wellness with Wells will be next Tuesday at the gym at 6:00.

**Councilmember Mears** – I would like to thank everybody for coming. We will be working on your dog problem and get a handle on that. I am glad everyone is here because this is where your business is handled. Thanks for the comments, they are good, and we need to know this information, which is what the council is here for. Each one of us has a ward and we are supposed to take care of them.

**Mayor Butler** – I do echo the sentiments of my colleagues and do know that we are ecstatic of all that the progress that is going on and this momentum will only continue. Also, we have our Veterans Program coming up this Friday, November 11<sup>th</sup>.

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

It was moved to recess into Executive Session at 8:02pm for Personnel, Litigation or Real Estate

Motion made by Councilmember James, Seconded by Councilmember Antoine.

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

It was moved to reconvene the Council Regular Meeting at 8:35pm

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

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

#### **ADJOURNMENT:**

It was moved to adjourn the Regular Meeting at 8:36 pm

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

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

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

DRAFT

**File Attachments for Item:**

**2. Council Approval of a Resolution & Agreement with the Atlanta Regional Commission to Update City's Comprehensive Plan – Planning & Community Development Department**

**DEVELOPMENT OF LOCAL COMPREHENSIVE PLAN  
AGREEMENT**

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

WITNESSETH:

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

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

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

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

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

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

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

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

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



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

### 3. Time of Performance, Amendments, Modifications.

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

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

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

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

5. COVID-19 Precautions.

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

6. Indemnification.

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

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

**Atlanta Regional Commission (ARC)**

\_\_\_\_\_  
Attested, Assistant Secretary

\_\_\_\_\_  
Anna Roach, Executive Director

**Witness:**

**The City of Forest Park**

\_\_\_\_\_  
Municipal Clerk

Hon. \_\_\_\_\_, Mayor

**Approved as to Form:**

**Recommended:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
**Approved:**  
\_\_\_\_\_  
\_\_\_\_\_

## Attachment A: ARC Comprehensive Plan Services Scope of Work

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

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

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

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

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

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

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

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

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

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

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

**File Attachments for Item:**

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



# NON-RESIDENTIAL GAS EXTENSION CONTRACT

#816.01

811 no.

(BCA NO) 293730

STATE OF GEORGIA  
COUNTY OF CLAYTON  
DATE Oct 28, 2022

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

MAILING ADDRESS 2090 Anvil Block RD Ellenwood, GA 30294

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BY \_\_\_\_\_  
PRINT NAME \_\_\_\_\_  
APPLICANT \_\_\_\_\_  
WITNESS \_\_\_\_\_  
DATE \_\_\_\_\_ TITLE \_\_\_\_\_

### ATLANTA GAS LIGHT COMPANY

BY \_\_\_\_\_  
TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
WITNESS \_\_\_\_\_ MARKETER \_\_\_\_\_



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

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

**A General**

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

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

**B. Extension of Main and Service**

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

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

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

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

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

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

**2. Contribution by Applicant**

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

**3. Length and Location**

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

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

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

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

**(a) Payment Provisions**

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

**(b) Adjustment of Allowable Investment and Payments**

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

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

(c) Refunds of Payments

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

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

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

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

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

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

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

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

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

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

(d) One Service Line for a Single Premise

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

(e) Relocation of Service

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

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

C Limitations

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

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

## D. Special Conditions

### 1. Contracts

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

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

### 2. Periodic Review

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

### 3. Extension for Temporary Service

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

### 4. Service From High Pressure Mains

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

### 5. Title to Facilities

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

- (a) To extend the gas Main or connect additional gas Mains to any part of it.
- (b) To serve new additional Customers at any time through service connections attached to such Main or to extended or connected gas Mains.

### 6. Exceptional Cases

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

### 7. Dispute Resolution

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

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

**NOTICE OF INTENT  
VERSION 2008**

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

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

**BLANKET SECONDARY PERMITTEE**

**NOTICE OF INTENT (Check only one):**

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

**I. BLANKET SECONDARY PERMITTEE INFORMATION**

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

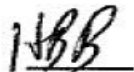
**II. CONSTRUCTION SITE ACTIVITY INFORMATION**

Construction Activity Type:                      Commercial                      Industrial                      Municipal                      Residential

**III. CERTIFICATIONS (Blanket Secondary Permittee)**



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



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

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

Signature:  Date: 02/01/2013

**File Attachments for Item:**

**4. Council Approval of Upgrading the Chamber AV System – IT Department**

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



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

Scope of Work: UPS & New Power Cabling

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

Scope of Work: New Microphone Cabling:

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

Scope of Work: Dias Microphone Upgrade:

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

Proposal Notes:

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

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

Pricing Breakdown:

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

Proposal Execution:

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

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

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