



## CITY COUNCIL WORK SESSION

Monday, July 01, 2024 at 6:00 PM  
Council Chambers and YouTube Livestream

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

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

## AGENDA

### VIRTUAL NOTICE

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

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

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

**CALL TO ORDER/WELCOME:**

**ROLL CALL:**

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

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

**CONSENT AGENDA :**

1. **Council Discussion on the renewal of the 4th Annual Service Agreement with Motorola Solutions, not to exceed \$14,562.72-Fire and EMS Department**

#### **Background/History:**

Request Council's approval to piggyback from the SWC-Sourcewell cooperative agreement for Radio Communications to initiate the 4th annual renewal (July 2024 - June 2025) of Preventive Maintenance of Radios with Motorola Solutions for an amount not to exceed: \$14,562.72.

This contract was executed in 2020 and ends 2030 and payments are made annually. This will be year 4 of the contract. This service agreement with Motorola provides maintenance, installation and replacement parts

on equipment, support, training and other services provided in the contract. This service agreement is for existing radio equipment and newly purchased equipment.

**2. Council Discussion on Central Square CAD/RMS Annual Renewal – IT Department /Police Department**

**Background/History:**

The Police Department utilizes One Solution CAD (Computer Aided Dispatch) software from Central Square. This software auto renews on an annual basis. This software is also used for police reports and ticketing. This is a budgeted item and is renewed on an annual basis. This is being brought before Mayor and council as requested as part of the procurement process.

**3. Council Discussion on Task Order 2024-03-033-R2 for Croft to Renovate an Existing Building Located at 330 Forest Parkway for a Vehicle Storage and Training Facility for the Fire Department-Planning and Community Development Department**

**Background/History:** The proposal is for the renovation of an existing 8 bay pre-engineer metal building of about 8,500sf. The building will serve three (3) separate functions. 3 Bays will house a Mech/Elec room, restrooms, breakrooms and 2 large classrooms. 3 Bays will serve as storage for emergency vehicles. 2 Bays will serve as general storage. The existing property +/- 5.16 acres will require resurfacing of the existing asphalt areas, a new security fence around the perimeter of the site with 2 new access gates.

**4. Council Discussion to Surplus Existing Playground Equipment from the Pocket Parks-Public Works Department**

**Background/History:**

In continuation of our commitment to improving city parks, the Council has already sanctioned the replacement of playground equipment in the pocket parks situated in Wards 3, 4, and 5. The acquisition of the new equipment has been completed, and arrangements for installation logistics are currently underway. Public Works now requests the Council's approval to surplus the current playground equipment at these locations, clearing the path for the installation of the new equipment.

**OLD BUSINESS:**

**5. Council Discussion on a Vehicle Take-Home Policy – Executive Office**

**Background/History:**

In 2020, the City Council enacted a policy pertaining to Take Home Vehicles. The City Manager presently seeks guidance on necessary revisions. Subsequent to the transition to a new administration team and the absence of complete historical records, the City Manager has drafted a comprehensive update to the Take-Home Policy, predicated on discussions with the Governing Body. This matter is presented solely for the purpose of initial review, to solicit input from the City Council. (**Second Read**)

**NEW BUSINESS:**

**6. Community Garden Request – Legislative Offices**

**Background/History:**

[Community gardens play a crucial role in fostering numerous benefits for neighborhoods and society as a whole. Community gardens encourage the cultivation of fresh, nutritious produce locally. This can improve access to healthy food options, especially in urban areas where fresh produce may be less accessible. Councilwoman Akins-Wells has requested a presentation to the governing body regarding the Community Garden in Ward 4.](#)

**7. Council Discussion on a Fraternization and Nepotism Policy-Human Resources Department**

**Background/History:** The City of Forest Park has been experiencing significant growth and in order to continuously maintain high ethical standards and professionalism we are asking for the approval of a Fraternization and Nepotism policy. The goal of the new policy is to: Promote Fairness, Prevent Conflicts of Interest, Enhance Transparency and Improve Workplace Morale. This decision to implement a fraternization and nepotism policy is a proactive measure, align with best practices and to meet the expectations for ethical governance.

**8. Council Discussion of Case # PP-2024-02 – Preliminary Plat for 733-0 Scott Rd-Planning and Community Development Department****Background/History:**

The applicant is seeking approval of the Preliminary Plat to begin the process of developing the property into two subdivisions consisting of a total of eighteen (18) Single-Family homes within the Single-Family Residential District (RS). The applicant has met with the City of Forest Park Planning & Community Development Department, Planning Commission, and the Urban Design Review Board to discuss this project and receive specified approvals for variances and architectural design.

**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 meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-4720.

**File Attachments for Item:**

**Council Discussion on the renewal of the 4th Annual Service Agreement with Motorola Solutions, not to exceed \$14,562.72-Fire and EMS Department**

**Background/History:**

Request Council's approval to piggyback from the SWC-Sourcewell cooperative agreement for Radio Communications to initiate the 4th annual renewal (July 2024 - June 2025) of Preventive Maintenance of Radios with Motorola Solutions for an amount not to exceed: \$14,562.72.

This contract was executed in 2020 and ends 2030 and payments are made annually. This will be year 4 of the contract. This service agreement with Motorola provides maintenance, installation and replacement parts on equipment, support, training and other services provided in the contract. This service agreement is for existing radio equipment and newly purchased equipment.



# City Council Agenda Item

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**Subject:** Request Approval for 4<sup>th</sup> Annual Renewal - Service Agreement with Motorola Solutions.

**Submitted By:** FIRE AND EMS

**Date Submitted:** June 24, 2024

**Work Session Date:** July 1, 2024

**Council Meeting Date:** July 1, 2024

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Request Council's approval to piggyback from the SWC-Sourcewell cooperative agreement for Radio Communications to initiate the 4th annual renewal (July 2024 - June 2025) of Preventive Maintenance of Radios with Motorola Solutions for an amount not to exceed: \$14,562.72.

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**Cost: \$**                    **\$ 14,562.72**

**Budgeted for:**  **Yes**     **No**

**Financial Impact:** (300-61-3510-54-2502)

**Action Requested from Council:** Request Approval

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**Motorola Solutions, Inc.**  
500 West Monroe  
Chicago IL 60661  
United States  
**Federal Tax ID: 36-1115800**

## ORIGINAL INVOICE

<b>Transaction Number</b> 8230458278		<b>Transaction Date</b> 02-JUN-2024		<b>Transaction Total</b> <b>14,562.72 USD</b>	
<b>P.O. Number</b>			<b>P.O. Date</b>		<b>Customer Account No</b> 1011952000
<b>Payment Terms</b> Net Due in 30 Days				<b>Payment Due Date</b> 02-JUL-2024	
<b>Bill To Address</b> FOREST PARK, CITY OF ATTN: Accounts Payable 4539 JONESBORO RD FOREST PARK GA 30297 United States			<b>Ship To Address</b> FOREST PARK, CITY OF 320 CASH MEMORIAL BLVD FOREST PARK GA 30297 United States		

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

### IMPORTANT INFORMATION

**Sales Order(s):** USC000191036-R01-JUN-2021

**For all invoice payment inquiries contact**  
AccountsReceivable@motorolasolutions.com  
Telephone: 800-247-2346  
Fax: +1(631)883-4238

### SPECIAL INSTRUCTIONS / COMMENTS

**General Comment:** Regular Invoice

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	LSV00S00052A	Service From: 01-JUL-2024 Service To: 30-JUN-2025 LOCAL DEVICE COMBO SVC:01-JUL-24:30-JUN-25:			4,277.55
2	LSV00S00157A	Service From: 01-JUL-2024 Service To: 30-JUN-2025 LOCAL DEVICE COMBO SVC:01-JUL-24:30-JUN-25:			4,422.27
3	LSV00S00324A	Service From: 01-JUL-2024 Service To: 30-JUN-2025 LOCAL DEVICE PREVENTATIVE MAINTENANCE:01-JUL-24:30-JUN-25:			5,862.90

Please detach here and return the bottom portion with your payment

### Payment Coupon

<b>Transaction Number</b> 8230458278	<b>Customer Account No</b> 1011952000	<b>Payment Due Date</b> 02-JUL-2024	<b>Transaction Total</b> <b>14,562.72 USD</b>	<b>Amount Paid</b>
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Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

FOREST PARK, CITY OF  
ATTN: Accounts Payable  
4539 JONESBORO RD  
FOREST PARK GA 30297  
United States

#### Payment Transfer Details

Bank of America, Dallas  
WIRE Routing Transit Number: 026009593  
ACH/EFT Routing Transit Number: 111000012  
SWIFT: BOFAUS3N  
Bank Account No: 3756319806

#### Send Payments To:



Motorola Solutions, Inc.  
13108 Collections Center  
Chicago IL 60693  
United States  
Please provide your remittance details to:  
[US.remittance@motorolasolutions.com](mailto:US.remittance@motorolasolutions.com)



**Motorola Solutions, Inc.**  
 500 West Monroe  
 Chicago IL 60661  
 United States  
 Federal Tax ID: 36-1115800

## ORIGINAL INVOICE

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Total Tax GA 0.00 <table style="float: right;"> <tr> <td><b>USD Subtotal</b></td> <td><b>14,562.72</b></td> </tr> <tr> <td><b>USD Total Tax</b></td> <td><b>0.00</b></td> </tr> <tr> <td><b>USD Total</b></td> <td><b>14,562.72</b></td> </tr> <tr> <td><b>USD Amount Due</b></td> <td><b>14,562.72</b></td> </tr> </table>			<b>USD Subtotal</b>	<b>14,562.72</b>	<b>USD Total Tax</b>	<b>0.00</b>	<b>USD Total</b>	<b>14,562.72</b>	<b>USD Amount Due</b>	<b>14,562.72</b>	
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Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

## State of Georgia Sourcewell Participating Addendum

Solicitation Title <b>Radio Communications</b>	Solicitation Number <b>042021</b>	Contract Number <b>99999-SPD-T20250623-0002</b>
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1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name  
**Department of Administrative Services** (hereafter called Agency)

Contractor's Name  
**Motorola Solutions, Inc.** (hereafter called Contractor)

2. Contract to Begin: **1/1/23**      Date of Completion: **6/23/25**      Renewals: **0**

3. Performance Bond, if any: \_\_\_\_\_ Other Bonds, if any: \_\_\_\_\_

4. Authorized Person to Receive Contract Notices for Agency: **Carl Hall, Contract Management Manager**      Authorized Person to Receive Contract Notices for Contractor: **Scott P. Adler**

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: <b>Sourcewell Participating Addendum Terms and Conditions</b>
Attachment 2: <b>Sourcewell Master Agreement # 042021-MOT</b>
Attachment 3: <b>Statement of Work (SOW) Template</b>
Attachment 4: <b>Request for Proposals #42021 for Public Safety Communications Technology and Hardware Solutions</b>
Attachment 5: <b>Contractor's response to RFP #042021, as accepted by Sourcewell</b>

**IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.**

6. **Contractor**

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)  
**Motorola solutions, Inc.**

By (Authorized Signature) <i>Scott Adler</i>	Date Signed <b>12/29/2022</b>
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Printed Name and Title of Person Signing  
**Scott P. Adler, Vice President**

Address  
**Motorola solutions, Inc. 3025 Windward Plaza, Suite 350, Alpharetta, GA 30005**

7. **Agency**

Agency Name  
**Department of Administrative Services**

By (Authorized Signature) <i>Jim Barnaby</i>	Date Signed <b>12/29/2022</b>
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Printed Name and Title of Person Signing  
**Jim Barnaby      State Purchasing Deputy Commissioner**

Address  
**200 Piedmont Ave, SE Suite 1804 West Tower, Atlanta, Georgia 30334-9010**





# Statewide Contract Information Sheet

<b>Statewide Contract Number</b>	<b>99999-SPD-T20250623</b>	<b>NIGP Codes</b>	<b>72688, 72689, 72690, 93972, 72616</b>
<b>Name of Contract</b>	<b>Radio Communications</b>		
<b>Effective Date</b>	<b>2/14/23</b>	<b>Expiration Date</b>	<b>June 25, 2025</b>
<b>Contract Table of Contents</b>			
<b>Suppliers Awarded</b>	<b>2</b>	<b>Contract Information:</b>	<b>Convenience</b>
<b>Contract Information for Supplier</b>			<b>Page Number</b>
<b><u>Motorola Solutions, Inc.</u></b>			<b>2</b>
<b>Additional Contract Information</b>			
<b><u>General Contract Information</u></b>			<b>3</b>
<b><u>Item Listing</u></b>			<b>4</b>
<b><u>Contract Renewals/ Extensions/ Changes</u></b>			<b>4</b>
<b><u>DOAS Contact Information</u></b>			<b>5</b>



## Supplier Information Sheet

<b>Contract Information</b>	
<b>Statewide Contract Number</b>	<b>99999-SPD-T20250623-0002</b>
<b>PeopleSoft Supplier Number</b>	<b>0000008244</b>
<b>Supplier Name &amp; Address</b>	
<p>Motorola Solutions, Inc.            500 W Monroe St            Chicago, IL 60661</p>	
<b>Contract Administrator</b>	
<p>Jason Kahane            Office (770)530-9415            Jason.Kahane@motorolasolutions.com</p>	
<b>Contact Details</b>	
<b>Ordering Information</b>	Reference the Sourcewell Resellers Attachment
<b>Remitting Information</b>	<p><b>Orders to:</b>            Jason.Kahane@motorolasolutions.com</p> <p><b>Payments:</b>            Motorola Solutions, Inc.            13104 Collections Center Drive            Chicago, IL 60693</p>
<b>Delivery Days</b>	Orders will be shipped within 2 days after receipt of Purchase Order
<b>Discounts</b>	
<b>Payment Terms</b>	Net 30 Days
<b>Bid Offer includes</b>	State and Local Government
<b>Acceptable payment method</b>	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies

## Changes/Renewals/Extensions

**Current Term End Date: June 25, 2025**

### General Contract Information

This contract is currently established within Team Georgia Marketplace™. Contract information, including the Information and Benefit Sheet, can be found on the Supplier's Contract Summary Page located within Team Georgia Marketplace™ found on the DOAS State Purchasing Website.

This contract has been awarded to the following suppliers:

**Motorola Solutions, Inc.** 99999-SPD-T20250623-0002

For direct access to the site, [click here](#) and login using the Guest Credentials: tgmguest. Proceed to the Catalog and Contracts (located in the Menu Bar) Search for Contract [Enter Contract Number or Supplier Name]. Additionally, if you are:

- A Registered State Agency User, you can access this information using the Virtual Catalog link located within PeopleSoft.
- A Registered Technical College Shopper can access this information by [clicking here](#) and entering their login credentials.
- A Registered Window Shopper can access this information by [clicking here](#) and entering the credentials provided during registration.

The purpose of this contract is to provide State Agencies, USG, and Local end-users with a comprehensive list of products and manufacturers for all of their public safety communication needs.

Orders may be placed by using the ordering instructions listed on the SWC information sheet.

### KEY BENEFITS OF THE CONTRACT INCLUDE:

- Competitive pricing.
- Maintenance services.
- Onsite design and quote services.
- Ability to make large system purchases without bidding.
- Can be used with your State of Georgia Purchasing Card.



#### ADDITIONAL INFORMATION:

NIGP codes assigned to the Background Investigative Reporting SWC:

72688 - Two-Way Radio, Portable, Including Vehicle Radio Relay Systems

72689 - Two-Way Radio Receivers, Transmitters, Transceivers: Mobile and Base Station, Audio Transfer

72690 - Two-Way Radio Supplies, Parts, and Accessories

93972- Radio, Telecommunications, Telephone Equipment, Including 911 Systems and Facsimile Transceivers, Maintenance and Repair

72616 – Antenna and Accessories, Radio Only: Brackets, Masts, Mount, Rotators, Standoffs, etc., Including Aircraft, Vehicle and Marine Types

#### **Item Schedule**

See Team Georgia Marketplace for State products and pricing or contact the reseller directly by referencing the Sourcewell Resellers Attachment.

**Availability and Special Instructions:** The use of new radio frequencies requires the review by the telecommunications personnel of the State of Georgia. Please call Ralph Bevan at 404.656.2042 for information regarding this process.



## **Ordering Instructions**

**Note: For product and ordering information, reference the Sourcewell Resellers Attachment**

## **Contract Management**

**QUESTIONS: If you have any questions, please contact the Contract Manager:**

**Donnie Treadway donnie.treadway@doas.ga.gov 404-463-0824**

**For Team Georgia Marketplace™ question(s), please contact the help desk:**

**Procurement Help Desk Telephone: (404) 657-6000**

**Email: [procurementhelp@doas.ga.gov](mailto:procurementhelp@doas.ga.gov)**



# SERVICE AGREEMENT

500 W Monroe St  
Chicago, IL 60661  
(800) 247-2346

Contract Number: USC000191036  
Contract Modifier:

Date: 10-MAR-2020

Company Name: Forest Park, City Of  
Attn.: Joel Turner  
Billing Address: 4539 Jonesboro Rd  
City, State, Zip Code: Forest Park, GA 30297  
Customer Contact: Joel Turner  
Phone: 678-898-4825

P.O.#: N/A  
Customer #: 1011952000  
Bill to Tag#: 0007  
Contract Start Date: 01-JUL-2020  
Contract End Date: 30-JUN-2030  
Payment Cycle: ANNUALLY  
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV00S00047A	LOCAL DEVICE SUPPORT	\$370.91	\$4,450.90
	LSV00S00052A	LOCAL DEVICE COMBO SVC	\$2,651.83	\$31,821.90
	LSV00S00155A	LOCAL DEVICE SUPPORT	\$137.46	\$1,649.56
	LSV00S00157A	LOCAL DEVICE COMBO SVC	\$3,001.19	\$36,014.14
	LSV00S00324A	LOCAL DEVICE PREVENTATIVE MAINTENANCE	\$4,976.39	\$59,716.58
			Sub Total	\$11,137.76
			Taxes	\$0.00
			Grand Total	\$11,137.76
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

*Robert Brackett*  
AUTHORIZED CUSTOMER SIGNATURE

INTERIM FIRE CHIEF  
TITLE

6-15-2020  
DATE

ROBERT BRACKETT  
CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

EMAILS: 6/15/2020

SHELLIE WHITE

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

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Company Name : Forest Park, City Of  
Contract Number : USC000191036  
Contract Modifier :  
Contract Start Date : 01-JUL-2020  
Contract End Date : 30-JUN-2030

Revised June 16, 2018

## **Service Terms and Conditions**

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1. APPLICABILITY**

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2. DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those Installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3. ACCEPTANCE**

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4. SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### **Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

Revised June 16, 2018



than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any

Revised June 16, 2018

other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Revised June 16, 2018

### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018

Pricing for Forest Park's New Subscribers



Fire Model	Quantity	In Warranty										Totals
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
		Post Warranty / Local Radio Combo										
APX6000	24	\$1,440.00	\$1,483.20	\$1,527.70	\$4,152.96	\$4,277.55	\$4,405.88	\$4,538.05	\$4,674.19	\$4,814.42	\$4,958.85	\$36,296.79
APX6500	19	\$533.68	\$549.69	\$566.19	\$3,192.00	\$3,287.76	\$3,386.39	\$3,487.98	\$3,592.62	\$3,700.40	\$3,811.41	\$26,127.14
		Post Warranty / Local Radio Combo										
Fire Model	Quantity	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
APX6500	6	\$1,008.00	\$1,038.24	\$1,069.39	\$1,101.47	\$1,134.51	\$1,168.55	\$1,203.60	\$1,239.71	\$1,276.90	\$1,315.21	\$11,561.59
PM / FW	49	\$5,209.11	\$5,365.38	\$5,526.34	\$5,692.13	\$5,862.90	\$6,038.78	\$6,219.95	\$6,406.55	\$6,598.74	\$6,796.70	\$59,716.58
Annual Totals		\$8,190.79	\$8,436.52	\$8,689.61	\$14,138.56	\$14,562.72	\$14,999.60	\$15,449.59	\$15,913.08	\$16,390.47	\$16,882.18	\$133,653.11

**RESOLUTION NO. 2024-\_\_\_\_**

**A RESOLUTION FOR THE CITY COUNCIL OF FOREST PARK, GEORGIA TO AUTHORIZE THE RENEWAL OF THE 4<sup>TH</sup> ANNUAL SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR THE FOREST PARK FIRE AND EMERGENCY SERVICES DEPARTMENT.**

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

WHEREAS, the City’s Fire and Emergency Services Department (“Department”) finds it necessary to renew the 4<sup>th</sup> Annual Services Agreement (“Agreement”) with Motorola Solutions, Inc. with a contract duration of July 2024 to June 2025 in an amount not to exceed Fourteen Thousand, Five Hundred and Sixty-two Dollars and 72/100 Cents (\$14,562.72); and

WHEREAS, this Agreement shall provide maintenance, installation, and replacement parts on equipment, support, training for all existing and newly purchased radio equipment; and

WHEREAS, this Agreement is necessary to protect the health, safety, and welfare of the citizens of the City.

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

**Section 1. Approval.** The renewal of the 4<sup>th</sup> Annual Services Agreement with Motorola Solutions, Inc. in an amount not to exceed Fourteen Thousand, Five Hundred and Sixty-two Dollars and 72/100 Cents (\$14,562.72) as presented to the City Council on July 1, 2024, is hereby approved.

**Section 2. Public Record.** This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

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

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

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

SO RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

[SIGNATURES SHALL APPEAR ON THE FOLLOWING PAGE]

**CITY OF FOREST PARK, GEORGIA**

---

Angelyne Butler, *Mayor*

**ATTEST:**

---

Randi Rainey, *City Clerk*

**APPROVED AS TO FORM:**

---

*City Attorney*

**File Attachments for Item:**

**Council Discussion on Central Square CAD/RMS Annual Renewal – IT Department /Police Department**

**Background/History:**

The Police Department utilizes One Solution CAD (Computer Aided Dispatch) software from Central Square. This software auto renews on an annual basis. This software is also used for police reports and ticketing. This is a budgeted item and is renewed on an annual basis. This is being brought before Mayor and council as requested as part of the procurement process.



# City Council Agenda Item

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**Subject:** Central Square CAD/RMS Annual Renewal – IT Department /Police Department

**Submitted By:** Josh Cox, IT Director

**Date Submitted:** June 25th, 2024

**Work Session Date:** July 1<sup>st</sup>, 2024

**Council Meeting Date:** N/A

---

**Background/History:**

The Police Department utilizes One Solution CAD (Computer Aided Dispatch) software from Central Square. This software auto renews on an annual basis. This software is also used for police reports and ticketing. This is a budgeted item and is renewed on an annual basis. This is being brought before Mayor and council as requested as part of the procurement process.

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**Cost:** \$ 158,077.81

**Budgeted for:**  Yes  No

None

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**Action Requested from Council:** This is informational/ requesting approval to move forward with the annual renewal.





# Invoice

<b>Invoice No (1 of 1)</b> 412227	<b>Date</b> 5/30/2024	<b>Page</b> 6 of 6
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Superior, LLC, a CentralSquare Company  
 1000 Business Center Drive  
 Lake Mary, FL 32746

Billing Inquiries: [Accounts.Receivable@centralsquare.com](mailto:Accounts.Receivable@centralsquare.com)

**Bill To**  
 Forest Park Police Department  
 City of Forest Park (OSSI)  
 Michelle Hood  
 320 Cash Memorial Boulevard  
 Forest Park GA 30297  
 United States

**Ship To**  
 Forest Park Police Department  
 City of Forest Park (OSSI)  
 Michelle Hood  
 320 Cash Memorial Boulevard  
 Forest Park GA 30297  
 United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
5871LG	Forest Park Police Department		USD	6/29/2024

	Description	Units	Rate	Extended
47	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee  Maintenance: Start:7/1/2024, End: 6/30/2025	10	135.39	1,353.87
48	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee  Maintenance: Start:7/1/2024, End: 6/30/2025	3	91.37	274.12
49	OneSolution Freedom Premium Annual Subscription Fee - Annual Subscription Fee  Maintenance: Start:11/30/2024, End: 6/30/2025	5	98.46	492.30
50	ONESolution Courtware Citation Export Interface Annual Subscription Fee - Annual Subscription Fee  Maintenance: Start:6/29/2024, End: 6/30/2025	1	5,278.77	5,278.77

**Please include invoice number(s) on your remittance advice.**  
**ACH:**  
 Routing Number 121000358  
 Account Number 1416612641  
 E-mail payment details to: [Accounts.Receivable@CentralSquare.com](mailto:Accounts.Receivable@CentralSquare.com)

**Check:**  
 12709 Collection Center Drive  
 Chicago, IL 60693

<b>Subtotal</b>	158,077.81
<b>Tax</b>	0.00
<b>Invoice Total</b>	158,077.81
<b>Payments Applied</b>	0.00
<b>Balance Due</b>	<b>USD 158,077.81</b>

<i>Invoice No (1 of 1)</i> 412227	<i>Date</i> 5/30/2024	<i>Page</i> 1 of 6
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<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Due Date</i>
5871LG	Forest Park Police Department		USD	6/29/2024

	<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Extended</i>
Quote No. Q-169048				
1	JMS-MS DISPLAY - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	2,978.47	2,978.47
2	ONESolution Court Base - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	9,561.52	9,561.52
3	ONESolution Traffic Citation Acctg Transmission Sys (TCATS) - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	2,485.99	2,485.99
4	ONESolution Police-to-Police - Annual Subscription Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	0.00	0.00
5	ONESolution Freedom Server Software - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	825.49	825.49
6	ONESolution Freedom Premium - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	3	94.35	283.04
7	ONESolution Computer-Aided Dispatch System - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	14,651.94	14,651.94
8	ONESolution E911 Interface - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	1,675.36	1,675.36
9	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	1,370.78	1,370.78



# Invoice

<i>Invoice No (1 of 1)</i> 412227	<i>Date</i> 5/30/2024	<i>Page</i> 2 of 6
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<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Due Date</i>
5871LG	Forest Park Police Department		USD	6/29/2024

	<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Extended</i>
10	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee  Maintenance: Start:7/1/2024, End: 6/30/2025	2	456.93	913.86
11	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee  Maintenance: Start:7/1/2024, End: 6/30/2025	3	91.37	274.12
12	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee  Maintenance: Start:7/1/2024, End: 6/30/2025	3	304.61	913.83
13	ONESolution State/NCIC Messaging Software - Annual Maintenance Fee  Maintenance: Start:7/1/2024, End: 6/30/2025	1	6,092.28	6,092.28
14	ONESolution MCT Client AVL License - Annual Maintenance Fee  Maintenance: Start:7/1/2024, End: 6/30/2025	1	10,661.50	10,661.50
15	ONESolution CAD Client AVL License - Annual Maintenance Fee  Maintenance: Start:7/1/2024, End: 6/30/2025	3	609.26	1,827.77
16	ONESolution CAD to CryWolf Interface - Annual Maintenance Fee  Maintenance: Start:7/1/2024, End: 6/30/2025	1	609.25	609.25
17	ONESolution Records Management System - Annual Maintenance Fee  Maintenance: Start:7/1/2024, End: 6/30/2025	1	15,027.65	15,027.65
18	ONESolution RMS Workstation - Annual Maintenance Fee  Maintenance: Start:7/1/2024, End: 6/30/2025	1	406.13	406.13

<b>Invoice No (1 of 1)</b> 412227	<b>Date</b> 5/30/2024	<b>Page</b> 3 of 6
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Customer No	Customer Name	Customer PO #	Currency	Due Date
5871LG	Forest Park Police Department		USD	6/29/2024

	Description	Units	Rate	Extended
19	ONESolution Accident - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	1,218.42	1,218.42
20	ONESolution Accident Wizard Base Server License - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	1,353.85	1,353.85
21	ONESolution Crime Analysis - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	3,384.61	3,384.61
22	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	1,624.62	1,624.62
23	ONESolution Calls For Service - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	406.13	406.13
24	ONESolution Gang - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	2,030.78	2,030.78
25	ONESolution Generic Permit - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	676.94	676.94
26	ONESolution Link Analysis - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	3,384.61	3,384.61
27	ONESolution Notification - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	2,626.46	2,626.46
28	ONESolution Pawn Batch Ticket Processing - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	1,489.25	1,489.25



# Invoice

<b>Invoice No (1 of 1)</b> 412227	<b>Date</b> 5/30/2024	<b>Page</b> 4 of 6
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Customer No	Customer Name	Customer PO #	Currency	Due Date
5871LG	Forest Park Police Department		USD	6/29/2024

	Description	Units	Rate	Extended
29	ONESolution Professional Standards - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	4,738.45	4,738.45
30	ONESolution Property & Evidence - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	1,489.25	1,489.25
31	ONESolution Barcoding Server License - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	676.94	676.94
32	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	431.55	431.55
33	ONESolution Residential Security Watch - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	406.13	406.13
34	ONESolution Mugshot Capture Station Software - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	1,489.25	1,489.25
35	ONESolution Mobile Server Software - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	6,092.28	6,092.28
36	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	45	269.42	12,124.06
37	ONESolution MCT Client-MAPS - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	45	54.17	2,437.65

<b>Invoice No (1 of 1)</b> 412227	<b>Date</b> 5/30/2024	<b>Page</b> 5 of 6
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Customer No	Customer Name	Customer PO #	Currency	Due Date
5871LG	Forest Park Police Department		USD	6/29/2024

	Description	Units	Rate	Extended
38	ONESolution MFR Client - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	35	269.42	9,429.83
39	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	35	135.34	4,737.03
40	ONESolution Accident Wizard - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	35	40.62	1,421.75
41	ONESolution MFR Client-Citation - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	35	135.39	4,738.52
42	ONESolution MFR Client-Arrest - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	35	81.24	2,843.47
43	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	2	135.38	270.76
44	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	4,738.45	4,738.45
45	ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	45	40.62	1,827.95
46	ONESolution PS&J Development & Maintenance - Annual Maintenance Fee Maintenance: Start:7/1/2024, End: 6/30/2025	1	2,030.78	2,030.78

**RESOLUTION NO. 2024-\_\_\_\_**

**A RESOLUTION FOR THE CITY COUNCIL OF FOREST PARK, GEORGIA TO AUTHORIZE THE COMPUTER AIDED DISPATCH SOFTWARE ANNUAL RENEWAL WITH CENTRAL SQUARE TECHNOLOGIES FOR FOREST PARK’S INFORMATION TECHNOLOGY DEPARTMENT AND POLICE DEPARTMENT.**

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

WHEREAS, the City’s Information Technology Department and Police Department (“Departments”) find it necessary to authorize the annual renewal of the Computer Aided Dispatch (CAD) software from Central Square Technologies; and

WHEREAS, this software renewal is necessary to protect the health, safety, and welfare of the citizens of the City.

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

**Section 1. Approval.** The annual renewal of the Computer Aided Dispatch software from Central Square Technologies for the City’s Information Technology Department and Police Department as presented to the City Council on July 1, 2024, is hereby approved.

**Section 2. Public Record.** This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

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

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

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

SO RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

[SIGNATURES SHALL APPEAR ON THE FOLLOWING PAGE]

**CITY OF FOREST PARK, GEORGIA**

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Angelyne Butler, *Mayor*

**ATTEST:**

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*City Clerk*

**APPROVED AS TO FORM:**

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*City Attorney*



**File Attachments for Item:**

**Council Discussion on Task Order 2024-03-033-R2 for Croft to Renovate an Existing Building Located at 330 Forest Parkway for a Vehicle Storage and Training Facility for the Fire Department- Planning and Community Development Department**

**Background/History:** The proposal is for the renovation of an existing 8 bay pre-engineer metal building of about 8,500sf. The building will serve three (3) separate functions. 3 Bays will house a Mech/Elec room, restrooms, breakrooms and 2 large classrooms. 3 Bays will serve as storage for emergency vehicles. 2 Bays will serve as general storage. The existing property +/- 5.16 acres will require resurfacing of the existing asphalt areas, a new security fence around the perimeter of the site with 2 new access gates.



CITY OF  
**FORESTPARK**

# City Council Agenda Item

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**Subject: - Council Discussion and Approval of Task Order 2024-03-033-R2 for Croft to Renovate an Existing Building Located at 330 Forest Parkway for a Vehicle Storage and Training Facility for the Fire Department. - Executive Offices**

**Submitted By: James Shelby, Project Manager**

**Date Submitted:** June 24, 2024

**Work Session Date:** July 1, 2024

**Council Meeting Date:** July 1, 2024

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**Background/History:** The proposal is for the renovation of an existing 8 bay pre-engineer metal building of about 8,500sf. The building will serve three (3) separate functions. 3 Bays will house a Mech/Elec room, restrooms, breakrooms and 2 large classrooms. 3 Bays will serve as storage for emergency vehicles. 2 Bays will serve as general storage. The existing property +/- 5.16 acres will require resurfacing of the existing asphalt areas, a new security fence around the perimeter of the site with 2 new access gates.

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**Cost: \$219,600.00**

**Budgeted for:**  Yes  No

**Financial Impact:** This Task Order will be funded from America Rescue Fund (253 61 3510 542 501). No impact on the general funds.

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**Action Requested from Council:** Staff recommends approval of Task Order 2024-03-033-R2 for Croft to Renovate an Existing Building Located at 330 Forest Parkway for a Vehicle Storage and Training Facility for the Fire Department.

# Task Order No. 2024-03-033 – R2

CROFT

June 14, 2024

To: CITY OF FOREST PARK  
745 Forest Parkway  
Forest Park, GA 30297

Attn: Mr. Ricky Clark  
City Manager

Task Order No.: **CTR 2024-03-033**

**RE: Fee Proposal  
Vehicle Storage Facility / Forest Park, GA**

## **SCOPE OF SERVICES**

The proposal is for the renovation of an existing 8 bay pre-engineer metal building of about 8,500sf. The building will serve three (3) separate functions. 3 Bays will house a Mech/Elec room, restrooms, breakrooms and 2 large classrooms. 3 Bays will serve as storage for emergency vehicles (This section is for storage only, the building will not be design as a hardened building). 2 Bays will serve as general storage. The existing property +/- 5.16 acres will require resurfacing of the existing asphalt areas, a new security fence around the perimeter of the site with 2 new access gates. The scope was developed based on the information provided during our site visit, which was held on 04/04/2023, refer to **Exhibit A** attached. CA will be performed on an hourly basis not to exceed, and it is limited to shop drawings & RFI reviews.

The above reference scope of work includes the following disciplines:

- Architectural
- Structural
- MEP&FP
- Low Voltage
- Civil (Limited to resurfacing of the pave areas of the site)

## **DESIGN ASSUMPTIONS**

1. There is no established construction budget. Cost is not a design parameter for this project.
2. Attendance at Public Hearings or Zoning Commission Meetings is not included as a part of this proposal and if required will be provided on an hourly basis.
3. Attendance at meetings with code review officials and end users are not included in the base services of this fee proposal
4. A current boundary survey with topography and all existing site conditions will be provided by the owner to CROFT in CAD format for use in design at the start of the project.
5. All site utilities are presumed to be adequate for building requirements without need for supplemental systems.
6. Geotechnical services are not included as a part of this proposal and will be provided by the owner. Material and Soil Report shall be provided to CROFT at the start of the project.

7. Environmental services are not included as a part of this proposal. If required, owner will contract an environmental engineering firm as needed to provide appropriate reports and recommendations. Environmental reports shall be provided to CROFT at the start of the project.
8. Civil Engineering is included as a part of this proposal, but limited to resurfacing of the existing pave areas.
9. Design of site retaining walls is not included as a part of this proposal.
10. Hardscape design is not included as part of this proposal.
11. Landscape architecture is not included as part of this proposal.
12. Irrigation System design is not included as a part of this proposal.
13. Site lighting design is included as a part of this proposal.
14. Landscape lighting is not included as a part of this proposal.
15. Meetings with utility companies are not included as a part of this proposal. Load estimates for Utility Power Company is not included as a part of this proposal. If required, time spent will be invoiced as a reimbursable.
16. Preparation of renderings, 3D views and videos are not included as part of this proposal but can be accomplished as an additional service.
17. Interior design is limited to SID (structural interior design). Only basic finish descriptions will be used (painted gyp., carpet, etc.). CID (cosmetic interior design) can be provided for an additional fee.
18. Waterproofing consultant services are not part of this proposal.
19. Value Engineering is not included as a part of this proposal.
20. Design services will include incorporation of minor revisions that arise during the design process but will not include major changes to the project layout or scope. Revisions made after approval of the Schematic Design documents by the owner will be additional services.
21. The building foundations will be shallow concrete spread footings.
22. Issue of Special Inspections Schedule is included in design scope. Managing special inspections is not included as a part of this proposal. Special Inspector/Testing Firm will manage and provide reports to the Owner, Contractor, Architect and local authority if required. Contractor is required to correct deficiencies based on the reports. Final certification letter, "Final Report of Special Inspections Acceptance", to the Building Official, verifying completed inspections and compliance to design is not included as a part of this proposal.
23. Mechanical engineering is limited to minimum requirements for code review.
24. Energy Management System design is not included as a part of this proposal.
25. Energy compliance forms are not included as a part of this proposal. If required time spent will be invoiced as a reimbursable.
26. Fire protection sprinkler design services are limited to criteria specifications only, with actual hydraulic calculations and system design documents by the sprinkler contractor.
27. Design of fire or domestic water booster pumps or water storage tanks are not included as a part of this proposal.
28. Electrical engineering is limited to lighting and minimum power requirements.
29. Emergency generator design is not included as a part of this proposal.
30. Low voltage electrical systems, including voice, data, security system, CATV and card access/CCTV are included as a part of this proposal.

31. Lightning Protection System design is not included as a part of this proposal.
32. Owner will provide access to all areas of the building for site investigation and existing condition verification. Owner will remove ceiling tiles at the perimeter of involved rooms and provide ladder access for CROFT to view conditions above ceiling.
33. Field investigations of existing building conditions will be nondestructive and therefore some building components may be hidden from view. Owner should expect unforeseen conditions.
34. A detailed and documented existing conditions survey is not included as a part of this proposal.
35. Life cycle cost analysis or energy cost analysis are not included as a part of this proposal.
36. Acoustical consultant and design is not included as part of this proposal.
37. Design services for commercial food preparations or for food service tenants is not included as a part of this proposal.
38. Grease trap design is not included as a part of this proposal.
39. Permitting will be performed by others and is not included as a part of this proposal. Permit set(s) will be sent to owner representative at site location for submission to authorities having jurisdiction. No permitting fees are included as part of this proposal. Support of the permitting process is limited to addressing one round of comments from the review officials. Additional comments will be addressed on an hourly basis.
40. Construction cost estimates and project budgeting services are not included as a part of this proposal.
41. Preparation or review of Contractor Pay Requests is not included as a part of this proposal.
42. Limited Construction Administration services (shop drawing and RFI reviews) are included as a part of this proposal as outlined above.
43. Preparation of Record Drawings (As-builts) is not included as a part of this proposal. Record Drawings are the responsibility of the general contractor.
44. The site-specific as-built drawings are meant to record existing conditions. They are not intended for the purpose of appraisals, planning review, permit application process, pricing or construction. CROFT assumes no liability for existing conditions and is not intending to assume risk. Additionally, CROFT does not make warranties, either expressed or implied of merchantability and fitness of the document or information recorded therein.
45. This proposal is good for sixty (60) days from the date of the proposal.
46. If services provided by this proposal have not been completed within Twelve (12) months of the date of this proposal, through no fault of CROFT, extension of CROFT's services beyond that time shall be compensated as Additional Services.
47. Reimbursable expenses will be billed at 1.15 times actual cost.

**COMPENSATION**

The budget Below includes staff time and expenses necessary to perform the scope of work outline above.

- Schematic Design \_\_\_\_\_ \$ 24,200
- Design Development \_\_\_\_\_ \$ 75,400
- Construction Documents \_\_\_\_\_ \$ 110,000
- Construction Administration \_\_\_\_\_ \$ 10,000 \*

*\* Hourly not to exceed*

Note: Reimbursable expenses will be billed at 1.15 times actual cost.

**AUTHORIZATION**

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

Authorized by: \_\_\_\_\_ Title: City Manager \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION FOR THE CITY COUNCIL OF FOREST PARK, GEORGIA TO APPROVE CROFT & ASSOCIATES, INC.’S TASK ORDER 2024-03-033-R2 FOR THE RENOVATION OF VEHICLE STORAGE AND TRAINING FACILITY AT 330 FOREST PARKWAY, FOREST PARK, GEORGIA 30297 FOR THE CITY’S PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT.**

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

WHEREAS, the City’s Planning and Community Development Department (“Department”) finds it necessary to approve the task order 2024-03-033-R2 (“Task Order”) for the renovation of vehicle storage and a training facility at 330 Forest Parkway, Forest Park, Georgia 30297; and

WHEREAS, this renovation is necessary to protect the health, safety, and welfare of the citizens of the City.

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

**Section 1. Approval.** Croft & Associates, Inc.’s Task Order 2024-03-033-R2 to renovate building(s) located at 330 Forest Parkway, Forest Park, Georgia 30297 for vehicle storage and training facility for the City’s Planning and Community Development Department as presented to the Mayor and City Council on July 1, 2024 is hereby approved.

**Section 2. Public Record.** This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

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

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

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

SO RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

[SIGNATURES SHALL APPEAR ON THE FOLLOWING PAGE]

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
Angelyne Butler, *Mayor*

**ATTEST:**

\_\_\_\_\_  
*City Clerk* (SEAL)

**APPROVED AS TO FORM:**

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



**File Attachments for Item:**

**Council Discussion to Surplus Existing Playground Equipment from the Pocket Parks**-Public Works Department

**Background/History:**

In continuation of our commitment to improving city parks, the Council has already sanctioned the replacement of playground equipment in the pocket parks situated in Wards 3, 4, and 5. The acquisition of the new equipment has been completed, and arrangements for installation logistics are currently underway. Public Works now requests the Council's approval to surplus the current playground equipment at these locations, clearing the path for the installation of the new equipment.



**Title of Agenda Item:** Surplus of existing Playground Equipment for Pocket Parks

**Submitted By:** Nigel Wattley

**Date Submitted:** 6-24-2024

**Work Session Date:** 6-24-2024

**Council Meeting Date:** 7-1-2024

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**Background/History:**

In line with our ongoing efforts to enhance the parks throughout the City, the Council previously approved the replacement of playground equipment for the pocket parks located in Wards 3, 4, and 5. This new equipment has been purchased, and the logistics for the installation process are currently being worked out. Public Works is seeking the Council's approval to surplus the existing playground equipment in these parks. Surplusing the old equipment will make way for the installation of the new equipment.

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**Action Requested from Council:**

Consideration and Approval to surplus playground equipment.

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**Cost:** \$ 0

**Budgeted for:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Financial Impact:**

None

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**RESOLUTION NO. 2024-\_\_\_\_**

**A RESOLUTION FOR THE CITY COUNCIL OF FOREST PARK, GEORGIA TO APPROVE THE FOREST PARK’S PUBLIC WORKS DEPARTMENT PROPOSED SURPLUS OF EXISTING PLAYGROUND EQUIPMENT IN POCKET PARKS SITUATED IN CITY WARDS 3, 4, AND 5.**

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

WHEREAS, the City Council has already sanctioned the replacement of playground equipment in the pocket parks located in City Wards 3, 4, and 5; and

WHEREAS, the acquisition of new playground equipment has been completed, and arrangements for installation is underway; and

WHEREAS, the City’s Public Works Department find it necessary to surplus the current existing playground equipment located in City Wards 3, 4, and 5 in order to clear the path for the installation of the new equipment; and

WHEREAS, this surplus is necessary to protect the health, safety, and welfare of the citizens of the City.

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

**Section 1. Approval.** The City’s Public Works Department proposed surplus of the current existing playground equipment in City Wards 3, 4, and 5 to clear the path for the installation of new equipment as presented to the City Council on July 1, 2024, is hereby approved.

**Section 2. Public Record.** This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

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

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

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

SO RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

[SIGNATURES SHALL APPEAR ON THE FOLLOWING PAGE]

**CITY OF FOREST PARK, GEORGIA**

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Angelyne Butler, *Mayor*

**ATTEST:**

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*City Clerk*

**APPROVED AS TO FORM:**

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*City Attorney*

**File Attachments for Item:**

**1. Council Discussion on a Vehicle Take-Home Policy – Executive Office**

**Background/History:**

In 2020, the City Council enacted a policy pertaining to Take Home Vehicles. The City Manager presently seeks guidance on necessary revisions. Subsequent to the transition to a new administration team and the absence of complete historical records, the City Manager has drafted a comprehensive update to the Take-Home Policy, predicated on discussions with the Governing Body. This matter is presented solely for the purpose of initial review, to solicit input from the City Council. (**Second Read**)



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** Council Discussion and Approval of a Vehicle Take-Home Policy – Executive Office

**Submitted By:** Michelle Hood

**Date Submitted:** May 29, 2024

**Work Session Date:** June 3, 2024

**Council Meeting Date:** June 3, 2024

**Background/History:**

In 2020, the City Council adopted a policy regarding Take Home Vehicles. The City Manager is requesting guidance moving forward regarding necessary revisions.

Due to the new administration team and the lack of complete historical documents, staff requires a full amendment to ensure that we are operating in line with the council’s direction.

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

**Financial Impact: None**

**Action Requested from Council:**

Council Approval



# City of **FOREST PARK**



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## TAKE-HOME VEHICLE POLICY

TAKE-HOME VEHICLE POLICY AND PROCEDURES CITY OF FOREST PARK Page 1 of 20 CONTENTS

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Approved by City Council on November 10, 2020

**Purpose**

This policy is intended to ensure the safety and well-being of City employees; to facilitate the efficient and effective use of City resources; to minimize the City's exposure to liability; to monitor the use of City-owned vehicles; to establish a uniform, comprehensive policy and criteria for the assignment, use and administrative control of vehicles assigned to employees to conduct city business. The City of Forest Park may provide take-home vehicles to employees whose responsibilities necessitate the need to regularly report to a worksite during off-duty hours for the purpose of protecting life and property. Each department director will be responsible for justifying the assignment of each take-home vehicle. As a cost-savings measure, other methods of response should be considered prior to recommending the assignment of a take-home vehicle. It is the intention of administration to assign take-home vehicles only to the extent necessary to operate in an effective and efficient manner. The use of take-home vehicles is a privilege. The City expects employees with assigned take-home vehicles to act responsibly and use necessary discretions in the operation of the vehicle. Violation of City or state laws governing such use may lead to that privilege being revoked or other disciplinary actions as applicable.

**Applicability**

Department heads, employees, or other authorized individuals operating a vehicle owned by the City of Forest Park, or that are reimbursed for the personal use of their private automobile, shall comply with this policy.

**Definitions**

*Authorized Driver/Operator:* An employee given permission to operate a City vehicle. Such driver must possess a valid and appropriate 'State' driver license or a Commercial driver's license (CDL) with an acceptable driving history.

*Call Out/On Call:* A directive to an employee to report to a worksite during off duty hours and to respond to emergencies which require immediate response in order to protect life and property.

*Employee:* An individual employed by the City of Forest Park government for compensation.

*Executive Management Team:* Comprised of the City Manager, Human Resources Director, Chief Financial Officer and Risk Manager.

*Markings:* All vehicles will be marked appropriately with the City seal, vehicle numbers and any other markings required by the Fleet Services Division. Exceptions of this requirement must be reviewed by the appropriate Executive Management Team member and submitted to the City Manager for approval.

*Official City Business:* Bona fide use of a City vehicle for city business, including city-authorized training.

*Take-Home Vehicle:* A City vehicle assigned to a City employee for official City business and for commuting to and from the employee's home and worksite.

*Vehicle:* A mechanized piece of equipment used to transport passengers or equipment and permitted by law to operate on streets and roadways.

*Worksite:* The office or site where an employee normally reports to perform scheduled work.

### **Responsibility/Accountability**

In general, each department head will have the responsibility of assigning City vehicles to employees as required to conduct official business based upon their department's operations. However, all take-home vehicle assignments unless otherwise specified in this policy must be approved by the City Manager.

Department heads are responsible for assuring that all policies herein are met before authorizing the use of such vehicle. If the need for an exception is urgent and temporary, the department head may proceed with the exception. Department heads are responsible for ensuring the vehicles assigned to their departments are operated as this policy dictates and the vehicle use meets all criteria outlined in this procedure. Department heads shall ensure employees operating the department's vehicle possess a valid operator's license at the time of assignment as appropriate to the type of vehicle operated.

Department heads are responsible for providing a copy of this policy to each driver and provide Human Resources with the original signed acknowledgment for inclusion in their personnel file. See Appendix B attached hereto. Furthermore, it will be the department heads responsibility to evaluate the need for employees to be assigned a take-home vehicle on a regular but at minimum annually. The department head shall, on an annual basis (in July), submit justification, to the appropriate executive management team. The justification shall include a justification of the need for the employee to take a city vehicle home. Department head must maintain documentation to support the need for the employee to take a



city vehicle home and provide copy to Public Works. Lack of this support may result in denial of take-home vehicle assignments.

The Public Works Director or designee is responsible for maintaining a list record of all City take-home vehicles and assignments. Human Resources is responsible for conducting bi-annual Motor Vehicle Records (MVR) checks for all drivers of City vehicles and retaining a copy of their 'State driver's license. Drivers found to have an unacceptable driving record will lose their take home vehicle privilege. Employee must notify their department head and Human Resources immediately of any driving infractions or pending charges that affect or could affect their driver's license status. The Risk Manager will make the determination as to the current and/or future driving privilege status of the driver and/or other recommendations to ensure a safe driving habits. These actions may include, but are not inclusive of, enrollment in defensive driving and/or disciplinary actions.

### **Use of Vehicles**

The City vehicle shall be used to perform "Official City Business" only.

### **City Vehicle Take-Home Privileges**

- A. Eligibility for vehicle take-home privileges for Public Safety and Public Works Employees who live within a 30-mile radius of Forest Park Police Department (Headquarters):
  - **For Public Safety (Police)**: The employee shall have successfully completed the Field Training Program or Probationary Period within the Forest Park Police Department and be in good standing with the department. Only those officers who are determined to be necessary for callback on an emergency basis for incident response or investigations will be eligible for take-home privileges to residences within a 30-mile radius from the Forest Park Police Department (Headquarters). The vehicle must be equipped as an emergency response vehicle to qualify for this privilege. The positions of the Command Staff, including Lieutenants, under the Chief of Police are not confined to the 30-mile radius. The Chief of Police will determine those who qualify under this provision and report back to the City Manager on a bi-annual basis for approval.
  - **For Public Safety (Fire)**: The employee shall have successfully completed the Field Training Program or Probationary Period within the Forest Park Fire Department and be in good standing with the department. Only those members who are determined to be necessary for callback on an emergency basis for incident response or investigations will be eligible for take-home privileges to residences within a 30-mile radius from the Forest Park Fire Department (Headquarters). The vehicle must be equipped as an emergency response vehicle to qualify for this privilege. The positions of the Command Staff, under the Fire Chief are not confined to the 30-mile radius. The Fire Chief will determine those who qualify under this provision and report back to the City Manager on a bi-annual basis for approval.
  - **For Public Facilities (Public Works)**: The Public Works Director and only those individuals who are determined to be skilled and needed for callback to respond to City facility emergencies (such

as electrical, heating or air conditioning outages, etc.) will be eligible for take-home privileges to residences within a 30-mile radius. The vehicle must be equipped with the tools necessary for the appropriate response to qualify under this provision. The Director of Public Works will determine those who qualify under this provision and report back to the City Manager on a bi-annual basis.

- B. Eligibility for vehicle take-home for Public Safety and Public Works Employees who live outside the City of Forest Park:
- All other employees who qualify for a take-home vehicle under this policy, but who live outside the City of Forest Park, may choose one of the following options:
    - a. Parking the vehicle at the closest City facility to home for dropoff and pick-up;
    - b. Using a personal vehicle for call-backs and charging mileage (a combination of a and
    - c. Paying the City, a commute fee of \$.10 per mile from the City line to the employee's residence and back via payroll deduction.

## **II. Other Circumstances Where Overnight, Take-Home Privileges May be Granted**

On a case-by-case basis, a Department Head may authorize temporary overnight take-home privileges for an employee. In those instances, the employee must have attended an authorized meeting as an official representative, and it is reasonable to return the vehicle to its normal location. In such instances, the Department Head must document for file the temporary overnight privilege to indicate the justification for the action.

## **III. City Vehicle Range**

For day-to-day business, authorization to take a vehicle outside of the Atlanta Metropolitan Area (e.g., Macon, Columbus, etc.) must be approved in writing by the City Manager or his/her designee. For purposes of this policy, the Atlanta Metropolitan area is defined as the 20-county area as established by the United States Census Bureau. These counties include: Barrow, Bartow, Carroll, Cherokee, Clayton, Cobb, Coweta, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Newton, Paulding, Pickens, Rockdale, Spalding, and Walton.

## **IV. Report to City Council**

The Director of Public Works will provide a annual report to the City Council identifying City take-home vehicles, including, type of vehicle; employee's name and residence; and justification. Additions/deletions to the Overnight Vehicle List must be approved by the City Manager who will include them on the next annual report to the City Council.

## **V. Miscellaneous Provisions for the Use of Vehicles on City Business**

The City will endeavor to:

- A. Provide transportation when available, or make reimbursement of costs incurred, to employees traveling on official business for the City.
- B. Assign City vehicles full-time during the working day to specific employees based on a justified need and not because of position.

- C. Provide City vehicles, as available, to other employees having less than full-time needs.
- D. Encourage use of the City-wide motor pool.
- E. Authorize reimbursement at the current City-approved rate-per-mile for the use of privately-owned vehicles only when it is deemed necessary, and in the City's best interest.

## VI. Vehicle Assignment

Vehicle assignment for business purposes may be categorized in the following manner:

- **Exclusive Assignment – Restricted:** The authorized use of a City vehicle by a designated City employee/ position for the purposes of efficiently and effectively performing City business.
- **Exclusive Assignment – Unrestricted:** the assigned, unrestricted use of a City vehicle on a 24-hour basis within the Metropolitan Atlanta area and encompasses commuting to and from home and 'de minimus' personal use. Examples of "de minimus" personal use include lunch and/or a personal errand on the way between a City work location/activity and the employee's home. Exclusive assignment is limited to specific positions within the City, i.e., Police Departments, whose response time to urgent and immediate needs of public safety duties and responsibilities are essential. The specific positions for unrestricted, exclusive assignment will be determined by the City Manager. Unrestricted use of Public Safety (fire department and law enforcement) vehicles by specifically authorized personnel is allowed. Such unrestricted use must encompass an urgent and immediate need to respond to public safety duties and responsibilities where response time is essential. All such assignments must be recommended by the appropriate Public Safety Department Directors and approved by the City Manager.
- **Eight-Hour Assignment:** the assigned use of a City vehicle by a designated employee/position for the efficient and effective performance of City business during the respective employees assigned work period which may in fact be more than eight hours depending on job assignment as approved by the Department Head. Such assignment allows for use of the City vehicle for all authorized uses except for commuting between normal worksite and personal residence. An eight-hour assignment of a City vehicle may be approved when:
  - o A vehicle is needed and used extensively each working day, or
  - o The nature of one's work may cause unusual depreciation and wear on a personal vehicle.
- **Pool Assignment:** the assigned use of a City vehicle by employees for the efficient and effective performance of City business on an as needed basis.

City vehicles not assigned to a specific employee/position are designated as Department Pool Assignment vehicles. These vehicles are to be utilized by City personnel as directed by the owning Department Head or his/her designee.

Department Pool Assignment vehicles should normally be used to handle a department's short-term (approximately eight hours) transportation requirements; however, they may be used on a temporary basis for periods greater than a day when approved by the Department Head, to accomplish essential City business. The Department Head shall document for file the justification for this approved action.

- Personal Vehicle Use: allowed in the performance of City business when a City vehicle is not otherwise appropriate or available. Reimbursement shall be accomplished on an allowance or mileage basis as outlined later in this policy.
- Individuals using personal vehicles on official City business are required to carry, at a minimum, the Georgia auto liability limits as evidence of financial responsibility. This is always the primary insurance coverage for the employee's vehicle, including when the vehicle is used on official City business.
- Approved officials or employees who use their personal vehicles for City business may be reimbursed on a per mileage basis. Mileage for transit between home and work and between work and lunch does not qualify for reimbursement.
- Persons in this category of assignment who consistently travel more than 500 miles per month in the conduct of City business may be considered for another type of vehicle assignment.
- Reimbursement requests: The "Mileage Reimbursement Request" form shall be signed by the employee requesting the reimbursement and verified by the employee's Department Head. Reimbursement documents shall be filed with the Finance Department. The Finance Director may employ any reasonable means of checking the validity of mileage reimbursement requests. Any inaccurate record keeping shall subject the requesting employee to disciplinary action in accordance with applicable City of Forest Park policy.
- In general, the City assumes no liability for property and/or personal injury damages for employees operating a personal vehicle while conducting official City business.

#### **VII. Other Vehicle Use Considerations**

- Mass Transit: High priority should be given to the use of public transportation systems. Employees using mass transportation for official business can submit a receipt for reimbursement.
- Taxation: Personal use of a City vehicle will subject the employee to the Internal Revenue Service (IRS) tax liability guidelines. Positions that meet the Public Safety requirements of the IRS code are exempt. The Internal Revenue Code requires the value of using a City vehicle for commuting to and from work to be taxed as income subject to federal, state and FICA withholding requirements.

#### **VIII. Approval Process**

All assignments, including reimbursement for use of personal vehicles, are subject to the monetary limitations imposed by the City of Forest Park City Council as part of the annual budget process. Semi-

annually, each Department Head will assess the status of the vehicle assignments, utilizing the five categories outlined in Section VI.

On or before July 1st of each year, Department Heads will submit justification for requirements for exclusive and eight-hour assignments to the Director of the Public Works. These requirements should be submitted using the "Request for Vehicle Assignment" form. The Public Works Director will provide a consolidated recommendation to the City Manager for his/her review and presentation to the City Council.

In the case of mileage and vehicle allowance, reviews will be conducted annually in conjunction with the July report.

## **IX. Driver Responsibilities**

### **A. Driver Qualifications**

Only City employees who hold a valid Georgia or other state driver's license and who meet the following driver's qualifications shall be allowed to operate City vehicles or drive their personal vehicles while conducting official City business:

- Have at least one year of experience in the class of vehicle to be operated or have received proper training in the operation of the vehicle prior to use.
- Must meet driver's licensing requirements.
- Must provide an initial Driving History Report (MVR) and annually thereafter.
- An employee will not qualify for a City vehicle if, during the last 36 months, the driver had any of the following experiences:
  - Been convicted of a felony.
  - Been convicted of sale, handling, or use of drugs.
  - Has automobile insurance canceled, declined, or not renewed by a company for reasons related to unsafe driving practices.
  - Has 12 or more points assigned to his/her driving record.

Drivers must sign the Take-Home Policy Acknowledgment Form, as shown in Exhibit B. Employees are required to maintain their assigned vehicle in accordance with guidelines established by Fleet Services. Failure to follow these policies and procedures shall be cause for disciplinary action up to and including termination of employment.

### **B. License Inspection**

All City employees must, upon request, provide a copy of their driver's license to the respective Department. A visual check of the driver's license shall confirm the following:

- Signature matches the individual
- Photo resembles the individual
- Description and address fit the individual
- The expiration date has not passed
- The license has been issued by the state in which the individual resides

### C. Reporting Requirements

- Driving While Impaired

All City employees are required to report any Driving While Impaired (DWI) arrest, or any other drug or alcohol arrest related to driving, whether on or off duty, to their supervisor. The employee's driving privileges will be suspended pending final disposition by the courts. Failure to report the arrest is a violation of the City of Forest Park Fleet Safety and Management Policy and shall be grounds for disciplinary actions.

- Traffic Violations

Employees (drivers) are responsible for obeying all traffic laws. All City employees who are assigned a City vehicle or who drive any vehicle more than 10% of their work time are required to report any traffic violations, whether on or off duty, to their supervisor. Failure to report any traffic violations is a violation of the City of Forest Park Policies and Procedures and shall be grounds for disciplinary action. Fines imposed on a City employee for a traffic offense committed while on or off duty are imposed on the employee personally and payment thereof is the employee's personal responsibility.

- Incidents and Accidents

Employees involved in a Motor Vehicle Accident will be subject to disciplinary action set forth by the COFP Safety Incident/Accident Review Board. The employee will also complete online Driver Safety Remediation courses with Safety National. Each course must be completed with a proficiency of 80%.

In the event of a preventable accident involving death, the employee will, at a minimum, be suspended five (5) scheduled work days without pay, attend a Defensive Driving course approved by the City Manager or his/her designee at the employee expense and submit for a hearing with Safety Incident/Accident Review Board, before he/she is permitted to resume driving any vehicle while conducting official City business.

All vehicle operators are required to report any accident or any other incident involving a City vehicle, or any accident or other incident in a personal vehicle while conducting official City business in any vehicle, immediately, or as soon as possible, to the Appointing Authority or Department Head. In the event of an accident, the vehicle operator shall also:

- Follow the City of Forest Park Accident Reporting Procedures, which include Contacting the Risk Management office, regardless of the extent of damages. (See attached)

- Employee will submit for a Breath Alcohol Test and Drug Screen with a CSOF Panel Physician within 2hrs of the Motor Vehicle Accident.
- Not discuss the circumstances of the accident with anyone other than the investigating officer, Risk Manager, the City's insurance carrier, or persons conducting an internal investigation.
- Make no attempt to reach a settlement.
- Get the name, address, and phone number of all involved parties and witnesses.
- Take, at least, 3 photographs at different angles of the accident or incident scene.
- Submit MVA Accident report in Origami. Complete all fields for proper processing and recording. Department Heads should ensure that all reports are submitted in a timely fashion.
- Submit all documentation from Panel Physician to Risk Management as soon as possible. These documents must be sent to the Insurance Medical Adjuster to process the claim.

#### **D. Safety and Proper Care**

All City employees who operate City vehicles or their personal vehicles while conducting official City business are required to operate them in a safe and lawful manner and shall not engage in any actions which would distract the driver from the safe operation of the vehicle. Also, employees shall operate said vehicle in accordance with the motor vehicle laws of Georgia and the applicable law of any other governmental entity having jurisdiction. Approved commuters are responsible for making sure the City vehicle assigned to them is parked safely and securely when parked at the employee's home.

All drivers who operate vehicles owned by, titled to or otherwise controlled by the City, are responsible for the proper care, use, safety and security of City property. Off-street overnight parking must be provided for the City vehicle at the employee's home.

Employees are required to maintain their assigned vehicle in accordance with guidelines established by Fleet Services. Failure to follow these policies and procedures shall be cause for disciplinary action up to and including termination of employment.

#### **E. Alcohol, Drugs, and Tobacco Prohibited**

Possession, transportation or consumption of alcohol or drugs by anyone in a City vehicle is strictly forbidden, and no tobacco products may be used in City vehicles. Smoking by driver or passenger in City vehicles is also prohibited.

#### **F. No Right of Privacy**

City vehicles are the property of the City of Forest Park and as such, are subject to inspection, audit, and search by City officials. This includes the right to place tracking devices on City vehicles and monitor their whereabouts without notice to employees. The City Manager shall designate persons authorized to conduct inspections, audits, searches, and monitoring.

## **G. Appearance**

It shall be the responsibility of the employee to which a City vehicle is assigned to keep the vehicle in a state of cleanliness. City vehicles are a direct reflection on the City and as such should portray a professional appearance. Interiors of the vehicles shall be kept free of litter and debris. The physical appearance of the vehicle must create a good impression. City vehicles will not be altered in any way without first obtaining written approval of the Fleet Manager. No City vehicles shall have personal stickers, signs, flags, or any similar attachment placed on or affixed to the vehicle unless previous approval or directive has been issued in writing the City Manager or designee. Vehicles must be affixed with the City logo. Tampering or removal of the logo will result in disciplinary action.

## **H. Vehicle Logs**

Vehicle Logs (i.e., the "Vehicle Maintenance Checklist" form, Appendix C) may be placed in vehicles at certain times by City administration to help gather information to help the City assess its vehicles' needs and usage patterns. When this happens, each driver will be responsible for ensuring that there is a vehicle log in his/her vehicle and that it is filled out each day. When a page is filled out completely, the driver is responsible for getting his/her supervisor's initials on the sheet showing they have reviewed the record.

## **I. Vehicle Inspection Checklist**

Each employee who is assigned a City vehicle shall complete a Vehicle Inspection Checklist and provide a copy to his/her supervisor no less than once monthly, as determined by the City Manager or his/her designee. Employees must comply with vehicle preventative maintenance programs which are required by the City. Drivers may not transport items or cargo having no relation to official City business.

## **J. Gas Stations**

Only approved gas stations may be used unless there are extenuating circumstances.

## **K. Passengers**

Only passengers on official City business are allowed in City vehicles.

## **L. Seat Belts**

Drivers and passengers must always wear seat belts.

## **Take-Home Vehicle Justification**

The employee must be subject to call out/on call, and/ or the responsibilities of the job assignment require that the employee be subject to be called back or respond to work.



The department head must assure that the use is justified (refer to Appendix A) based on past evidence of their need to be called back to work outside of their normal work hours or other operational need.

### **Criteria for Approval of Take-Home Vehicles**

Unless otherwise authorized, take-home vehicles will only be permitted if the employee lives within the geographic boundaries of the City.

Exceptions of this requirement must be reviewed and recommended by the department head and submitted to the City Manager in writing for final approval.

Employees on suspension will have their take-home vehicle privileges revoked during the suspension. The Department Head or the City Manager has the discretion to reassign a take-home vehicle while an employee is absent on suspension.

Employees on leave exceeding ten days will not keep possession of the take-home vehicle during such leave.

### **Vehicle Inspection**

All employees will perform a “walk-around” of the vehicle to identify any visible problems prior to use each day, utilizing the vehicle maintenance checklist depicted as Exhibit C.

At a minimum, the employee shall check once a day to ensure all safety equipment, i.e., headlights, turn signals, brake lights, and windshield washers are functioning properly.

Any vehicle damage beyond normal wear and tear, including defects affecting the safe operation of the vehicle must be documented on the vehicle maintenance checklist and reported to the employee’s supervisor and fleet management.

Employees must comply with all preventative maintenance programs established by the City.

### **Use of Electronic Devices**

In accordance with O.C.G.A. § 40-6-241, the use of a mobile telephone for voice communications while physically holding or supporting said telephone with any part of the body and while operating a City vehicle or while operating a personal vehicle on official City business is prohibited except in the following circumstances:

- When reporting a traffic accident, medical emergency, fire, an actual or potential criminal or delinquent act, or road condition which causes an immediate and serious traffic or safety hazard;
- By a law enforcement officer, firefighter, emergency medical services personnel, or other similarly employed public safety-first responder during the performance of his/her official duties; and/or

- When using an earpiece, headphone device, or device worn on a wrist to conduct voice-based communications.

In all other circumstances, employees should park their vehicle in a safe manner and location when it becomes necessary to use a mobile telephone for voice communications inside the vehicle. Reading or writing texts or emails while operating a City vehicle or personal vehicle on City business is prohibited under the City of Forest Park Distracted Driving Policy.

Mobile telephones should not be used while pumping gasoline.

The use of any other electronic digital media device (e.g. GPS, laptop computer, iPad, etc.) while operating a personal vehicle on official City business, is discouraged. Employees should park their vehicle in a safe manner and location when it is necessary to use an electronic digital media device inside the vehicle.

In addition to any other acts prohibited by this Procedure, in accordance with O.C.G.A. § 40-6-241, all drivers of commercial motor vehicles are prohibited from engaging in the following acts while operating a City commercial vehicle:

- Using more than a single button on a wireless telecommunications device to initiate or terminate a voice communication; or
- Reaching for a wireless telecommunications device or stand-alone electronic device in such a manner that requires the driver to no longer be in a seated driving position or properly restrained by a safety belt.

**Appendix A: REQUEST/JUSTIFICATION FOR TAKE-HOME VEHICLE ASSIGNMENT**

Employee Name \_\_\_\_\_ Employee# \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Employing Department \_\_\_\_\_

Job Title \_\_\_\_\_ Job Assignment \_\_\_\_\_

**Provide detailed justification for take-home vehicle assignment:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Upon completion submit the form to your Department Head**

\_\_\_\_\_  
Approval/Disapproval of Department Head Date \_\_\_\_\_

\_\_\_\_\_  
Approval/Disapproval of Executive Management Team Member Date \_\_\_\_\_

\_\_\_\_\_  
Approval/Disapproval of City Manager Date \_\_\_\_\_

The completed form must be submitted to the appropriate Executive Management Team member for initial review/recommendation or denial; and then forwarded to the City Manager for final approval/disapproval.

**Appendix B: TAKE-HOME VEHICLE POLICY ACKNOWLEDGEMENT**

Attached you will find the City’s Take-Home Vehicle Policy. All City employees who are authorized to take-home a city vehicle must read, understand and acknowledge receipt of this policy. The purpose of this policy is to establish a uniform, comprehensive policy and criteria for the assignment, use and administrative control of city vehicles; including those assigned to employees as take-home vehicles.

Upon completion, this form is acknowledgement that you have read and understand the policy. If you do not understand or have questions regarding this policy, please contact your department head.

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Print Name as it Appears on Driver’s License

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Driver’s License Number

**I certify that I have read and understand this policy and all other City policies related to the use of City vehicles and the applicability to me as an authorized driver. Furthermore, I authorize Human Resource to obtain my driving record (MVR) with the ‘State’ or any other entity to ensure compliance with this or any other City policy.**

---

Employee Signature

**Upon completion submit this form to your Department Head\*.**

**\*The completed form shall be sent to HR for inclusion in the employee’s personal file.**

**Appendix C: VEHICLE INSPECTION**



ITEM	CHECKED	FAULT DEFAULT NOTED	OR	ACTION TAKEN
Odometer Reading:	Start:			End:
Fuel Level:	Start:			End:
Oil				
Coolant				
Power Steering				
Brake Fluid				
Screen Wash				
Tire Pressure				
Tire Wear				
Wipers				
Windows Clean				
Horn				
Seatbelts				
First Aid Kit				
Fire Extinguisher				
Body Work				
Side lights				
Low Beam				
Full Beam				
Taillights				
Brake Lights				
Turn Signals				
Hazard Lights				
Door Locks				
Windows/Windshield Cracks				



## Vehicle Pool Standard Operations Procedures

### A. Definition

Vehicles owned by, titled to or otherwise under the control of the City are authorized for use in the performance of all essential travel and transportation duties. Unless specifically excepted under this policy, use is not authorized for unofficial travel duties or tasks or the transportation of unauthorized persons or items.

### B. Authorized Use of Vehicles:

1. Transport of officials, employees, clients, or guests of the City.
2. The performance of law enforcement duties.
3. When on official travel status, between place of official business and temporary place of lodging.
4. Transport of consultants, contractors, or commercial firm representatives when in direct interest of the City.
5. Transport of representatives from Federal, State, or local government when in direct interest of the City of Forest Park.
6. Transport of any person or item in an emergency.
7. Commute between place of dispatch or place of performance of official business to personal residence when specifically authorized by provisions of this policy as stipulated herein.
8. Transport of recreation program participants that are involved in a Recreation Department program if the program is required to be held off site.

### C. Unauthorized Uses:

1. An unauthorized task in the normal performance of duties.
2. Transport of any item, equipment, or cargo projecting from the side, front, or rear of the vehicle in such a manner as to constitute a hazard of safe delivery.
3. Transportation to and from travel or task performance of a personal nature not connected with the accomplishment of official business.
4. Transport of family members.
5. Transport of friends, associates, or other persons who are not employees of the City or serving the interest of the City.
6. Transport of hitch-hikers, except in the case of law enforcement personnel.
7. Transport of items of cargo having no relationship to the conduct of official business.
8. Extending the length of dispatch (more than one-half mile) beyond that necessary to complete the official business purpose of the trip.
9. Transportation between place of residence and place of employment other than as specified in this policy.

10. Loan of vehicle for use in non-City authorized functions or to persons that are not on the City of Forest Park payroll.

11. Transport of acids, explosives, weapons, ammunition, or highly flammable material except in the performance of training sites without approval granted through Training Report Process.

#### D. F. Minimum Business Miles Driven

For each year that a vehicle is assigned to an individual or position, the position should be driven at least 6,000 City business miles. If, after one year of assignment, the vehicle is not driven 6,000 City business miles, the City Manager or Department Head may revoke the vehicle's assignment to the individual or position.

The minimum number of miles specified refers solely to those miles driven exclusively for conducting City business. Miles driven between employee's residence and his/her worksite are not City business miles but are considered official commuting miles as defined by the Internal Revenue Code.

If the total City business miles driven by an individual or a position assigned a vehicle fails to exceed the 6,000 City business miles in a year, written justification must be provided to the City Manager specifying the reason the vehicle was driven less than the minimum distance.

Examples of appropriate justification are:

- Has special equipment, or is used to transport special equipment, which is too large or heavy or has special features which make it impractical to be transferred between vehicles or between a vehicle and a fixed location.
- Position must be able to respond quickly to emergency situations as part of their job requirements.

#### G. Driver Responsibilities

All drivers who operate vehicles owned by, titled to, or otherwise controlled by the City are responsible for the proper care, use, and safety of City property.

Drivers must adhere to the following minimum responsibilities:

1. Possess and maintain valid State of Georgia Driver's License approved for the class appropriate for the vehicle.
2. Obey all traffic laws and practice safe courteous driving.
3. Ensure that vehicles are used for authorized purposes only.
4. Follow accident reporting procedures.



5. Accept legal responsibility for violations and fines resulting from actions of the driver. This includes illegal parking tickets.

6. Consumption of alcoholic beverages within an 8-hour period prior to driving the City vehicle is not permitted. Violators of this responsibility are subject to disciplinary action leading up to and including termination.

**RESOLUTION NO 24-73**

**A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE THE CITY MANAGER’S COMPREHENSIVE UPDATES TO THE CITY’S TAKE-HOME VEHICLE POLICY.**

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

WHEREAS, the City Manager finds it necessary to approve the updates to the City’s Take-Home Vehicle policy (“Policy”); and

WHEREAS, these revisions to the Policy are necessary to protect the health, safety, and welfare of the citizens of the City.

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

**Section 1. Approval.** The City Manager’s comprehensive updates to the City’s Take-Home Vehicle Policy as presented to the Mayor and City Council on June 17, 2024 are hereby approved.

**Section 2. Public Record.** This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

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

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

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

SO RESOLVED this 1st day of July 2024.

[SIGNATURES SHALL APPEAR ON THE FOLLOWING PAGE]

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
Angelyne Butler, *Mayor*

**ATTEST:**

\_\_\_\_\_  
*Randi Rainey, City Clerk* (SEAL)

**APPROVED AS TO FORM:**

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

**File Attachments for Item:**

**2. Community Garden Request – Legislative Offices**

**Background/History:**

Community gardens play a crucial role in fostering numerous benefits for neighborhoods and society as a whole. Community gardens encourage the cultivation of fresh, nutritious produce locally. This can improve access to healthy food options, especially in urban areas where fresh produce may be less accessible. Councilwoman Akins-Wells has requested a presentation to the governing body regarding the Community Garden in Ward 4.



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Community Garden Request – Legislative Offices

**Submitted By:** Councilwoman Latresa Akins-Wells, Ward 4

**Date Submitted:** June 23, 2024

**Work Session Date:** July 1, 2024

**Council Meeting Date:** July 1, 2024

### Background/History:

Community gardens play a crucial role in fostering numerous benefits for neighborhoods and society as a whole:

1. **Promoting Local Food Production:** Community gardens encourage the cultivation of fresh, nutritious produce locally. This can improve access to healthy food options, especially in urban areas where fresh produce may be less accessible.
2. **Building Community Connections:** Gardens serve as gathering places where people from diverse backgrounds come together. They promote social interaction, cooperation, and a sense of belonging among participants, fostering a stronger community fabric.
3. **Educational Opportunities:** Community gardens provide hands-on learning experiences about gardening, nutrition, and environmental stewardship. They offer valuable educational programs for children and adults alike, promoting sustainable practices and food security awareness.
4. **Enhancing Urban Green Spaces:** By converting vacant lots or unused spaces into green oases, community gardens contribute to urban beautification and improve air quality. They mitigate the urban heat island effect and provide habitats for pollinators and wildlife.
5. **Improving Mental and Physical Well-being:** Engaging in gardening activities has been linked to reduced stress levels, improved mental health, and increased physical activity. It provides a therapeutic outlet and promotes overall well-being.
6. **Sustainability and Resilience:** Community gardens contribute to local sustainability by reducing food miles and promoting organic gardening practices. They also enhance community resilience by creating local food sources that can withstand disruptions in the global food supply chain.
7. **Empowerment and Social Justice:** Gardens empower communities by providing access to nutritious food and economic opportunities through produce sales or food donation programs. They can also address food deserts and promote food justice initiatives.

In essence, community gardens serve as catalysts for positive change, promoting health, sustainability, social cohesion, and resilience within neighborhoods and beyond. Their

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importance extends far beyond the act of gardening, enriching both individuals and communities in multifaceted ways.

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**Cost: \$**

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

**Financial Impact:**

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**Action Requested from Council:**

# DIGGING DEEPER





**PRESENTED BY  
COUNCILWOMAN AKINS-WELLS**



# BENEFITS OF THE COMMUNITY GARDEN



**Increases access to fresh foods**



**Increases physical activity**

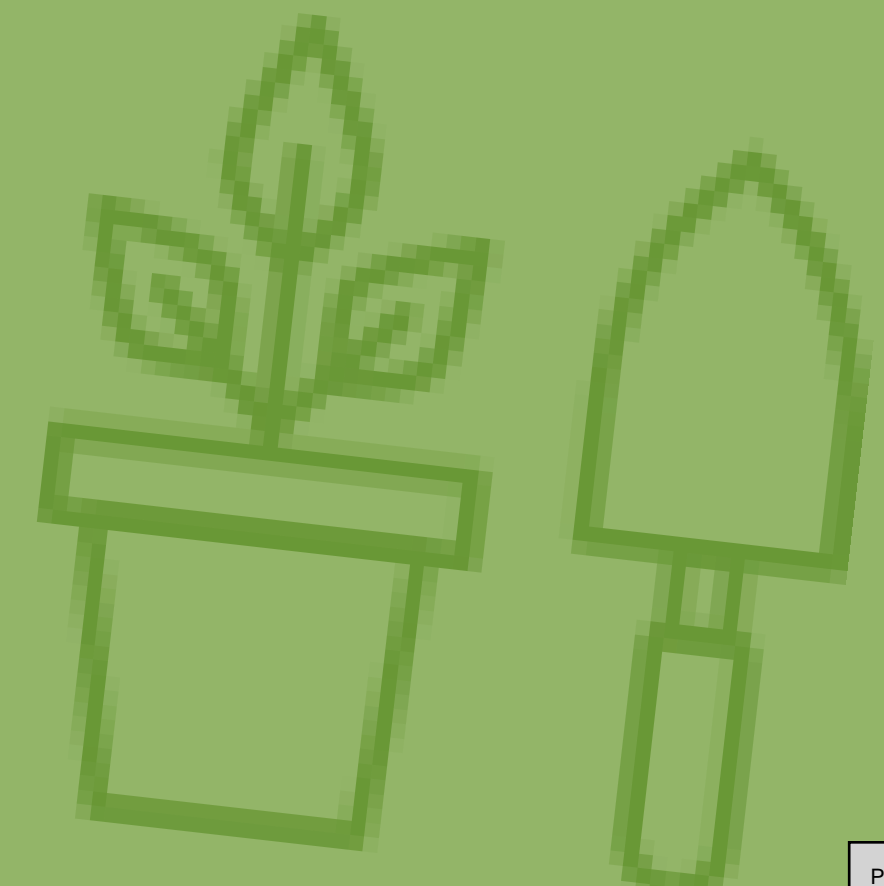


**Improves mental health and promotes relaxation**

IN A TIME DOMINATED BY SOCIAL MEDIA, THE COMMUNITY GARDEN GETS US BACK TO THE TRUE MEANING OF GETTING SOCIAL. BUILDING A SENSE OF COMMUNITY BY INTERACTING WITH OUR FRIENDS AND NEIGHBORS.



# LET'S GET SOCIAL



# A BLANK CANVAS

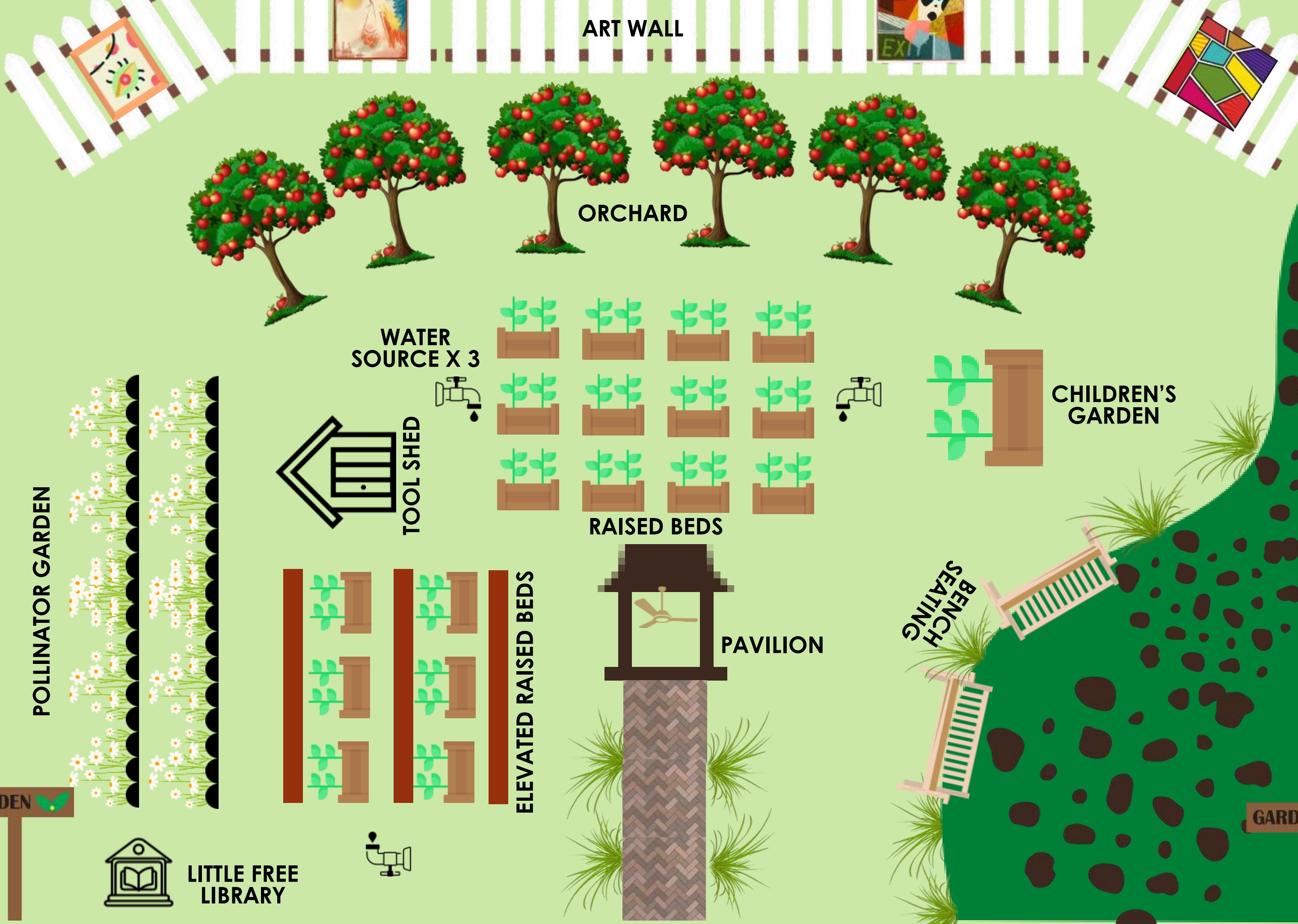
## FEATURES:

- 24-INCH RAISED BEDS
- Flower garden to attract pollinators.
- FRUIT ORCHARD
- Adequate seating around the garden.
- Shed for tool storage.
- Multi-use pavilion for events, classes, and meetings.



PROPERTY LINE

PROPERTY LINE



ART WALL

ORCHARD

WATER SOURCE X 3

TOOL SHED

RAISED BEDS

CHILDREN'S GARDEN

PAVILION

BENCH SEATING

ELEVATED RAISED BEDS

POLLINATOR GARDEN

LITTLE FREE LIBRARY

GARDEN

GARDEN

# BUDGET

<b>FENCING</b>	<b>\$6,000</b>
<b>RAISED BEDS</b>	<b>\$2,000</b>
<b>SIGNAGE</b>	<b>\$500</b>
<b>MULCH</b>	<b>\$2,200</b>
<b>TOPSOIL</b>	<b>\$1,500</b>
<b>ELECTRICAL</b>	<b>\$2,500</b>
<b>WATER</b>	<b>\$2,000</b>
<b>LANDSCAPING</b>	<b>\$1,300</b>
<b>STORAGE SHED</b>	<b>\$2,000</b>
<b>TOTAL</b>	<b>\$20,000</b>





**GROWING  
PARTNERSHIPS  
WITHIN THE  
COMMUNITY**

**Churches | Schools | Local Businesses  
Non-Profits | Volunteers**

# Rooted in the Community



SPONSORED BY  
COUNCILWOMAN LATRESA AKINS-WELLS

**File Attachments for Item:**

**3. Council Discussion on a Fraternalization and Nepotism Policy**-Human Resources Department

**Background/History:** The City of Forest Park has been experiencing significant growth and in order to continuously maintain high ethical standards and professionalism we are asking for the approval of a Fraternalization and Nepotism policy. The goal of the new policy is to: Promote Fairness, Prevent Conflicts of Interest, Enhance Transparency and Improve Workplace Morale. This decision to implement a fraternalization and nepotism policy is a proactive measure, align with best practices and to meet the expectations for ethical governance.





CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** Council Discussion and Approval of a Resolution to Implement a Fraternization and Nepotism Policy

**Submitted By:** Human Resources Department

**Date Submitted:** June 11, 2024

**Work Session Date:** June 17, 2024

**Council Meeting Date:** June 17, 2024

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**Background/History:** The City of Forest Park has been experiencing significant growth and in order to continuously maintain high ethical standards and professionalism we are asking for the approval of a Fraternization and Nepotism policy. The goal of the new policy is to: Promote Fairness, Prevent Conflicts of Interest, Enhance Transparency and Improve Workplace Morale. This decision to implement a fraternization and nepotism policy is a proactive measure, align with best practices and to meet the expectations for ethical governance.

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**Cost:** \$ n/a

**Budgeted for:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Financial Impact:** No

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**Action Requested from Council:**

My request is for the Council to approve the Resolution to implement a Fraternization and Nepotism Policy.

## **Fraternization and Nepotism Policy**

- I. Purpose:** The City is committed to a work environment that is collegial, respectful, and productive. The purpose of this policy statement is to promote a positive work environment that is free from relationships that cause a real or perceived conflict of interest.
- II. Scope:** This policy applies to all elected or appointed officials, officers, directors, employees, and contractors. This policy does not preclude or interfere with the rights of employees protected by the National Labor Relations Act or any other applicable statute concerning the employment relationship.
- III. Policy:** Familial or Romantic relationships between individuals in inherently unequal positions, where one party has real or perceived authority over the other in their professional roles, are inappropriate and strongly discouraged in the workplace. If a Familial or Romantic relationship exists or develops, it must be disclosed.
- IV. Definitions:**
- a. ***Familial Relationship.*** A relationship resulting from family ancestry or marriage. This includes a spouse, domestic partner, fiancé, parent, children, sibling, uncle, aunt, first cousin, nephew, niece, spouse, grandchild, grandparent, in-laws, step-parent, step-children, foster parent, foster sibling, foster child.
  - b. ***Inappropriate Relationship.*** A personal or familial relationship between individuals in inherently unequal positions where one party has real or perceived authority, influence, or power over the other AND said relationship gives rise to an actual or perceived conflict of interest, causes unrest, lend themselves to the perception of favoritism, adversely affects morale, or otherwise disrupts the good working order of the City.
  - c. ***Real or Perceived Authority.*** A person with the ability to influence or have power over an individual's conditions of employment or has the ability to directly impact the other's career progression, which includes formal and informal supervisory relationships. Authority within professional relationships may result from actual supervision, or mentoring, reviewing, advising, evaluating, teaching, or personal relationships with a member of law enforcement and civilian employee, where a real or perceived power imbalance exists.
  - d. ***Romantic Relationship.*** A relationship characterized by a level of personal affection and familiarity not typically shared by coworkers and involving, but not limited to, dating, physical intimacy, sexual activity, or other similar behaviors.

**V. Procedures:**

- a. During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity.
- b. During nonworking time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in nonwork areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable position.
- c. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate in the workplace by a reasonable person while anywhere on company premises, whether during working hours or not.
- d. Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to disciplinary action. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.
- e. Employees' off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is Familial or Romantic Relationships where one party has **actual or perceived authority** over the other.
- f. Failure to cooperate with the City to resolve a conflict or problem caused by a Familial or Romantic Relationship between co-workers or among managers, supervisors or others in positions of authority in a mutually agreeable fashion may be deemed insubordination and result in disciplinary action up to and including termination.
- g. The provisions of this policy apply regardless of the sexual orientation of the parties involved.
- h. Where doubts exist as to the specific meaning of the terms used above, employees should make judgments based on the overall spirit and intent of this policy.
- i. Any concerns about the administration of this policy should be addressed to the director of HR or City Manager.

**VI. Disclosure Requirement:** Disclosure of a Familial or Romantic Relationship creates a transparent environment that ensures the mission is met with mutual professional respect and accountability while also maintaining public trust and avoiding conflict of interest.

- a. If individuals of unequal authority are in this type of relationship, the party of greater power is prohibited from engaging in all official matters affecting or appearing to affect the other and both must immediately disclose it to their supervisor (or any superior in their chain of command).
- b. Disclosure reduces the risk to both parties, as measures can be taken immediately to mitigate real or perceived conflicts of interest and bias.

- c. A failure to disclose such a relationship may result in disciplinary action.

**VII. Remediation:** Upon such notification, the City Manager<sup>1</sup> or their designee must ensure that the City manages, decreases, or eliminates potential risk as a result of the relationship. Appropriate action may include, but is not limited to:

- a. Reassignment of one party to sever the supervisory relationship.
- b. Recusal of the supervisor or individual in the position of authority or perceived authority from all official matters affecting, or appearing to affect, the subordinate.
- c. Administrative inquiry into the matter to determine if any inappropriate action(s) occurred as a result of the relationship, which could result in administrative action, including disciplinary action. Matters such as hiring, firing, promotions, performance management, compensation decisions and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage.
- d. If one or both parties refuse to accept a reasonable solution, such refusal will be deemed a voluntary resignation.

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<sup>1</sup> A Familial or Romantic Relationship involving the City Manager shall be disclosed to the City Attorney

**RESOLUTION NO. 2024-\_\_\_\_\_**

**A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO ADOPT A FRATERNIZATION AND NEPOTISM POLICY**

**WHEREAS, WHEREAS**, the governing body of the City of Forest Park, Georgia (“City”) is the Mayor and Council thereof; and

**WHEREAS**, section 36-35-3 of the Official Code of Georgia Annotated (O.C.G.A.) provides cities the power to adopt clearly reasonable ordinances, resolutions or regulations relating to the cities’ property and affairs; and

**WHEREAS**, the Mayor and Council desire to adopt a fraternization and nepotism to avoid real or perceived conflicts of interest and promote a positive work environment that is collegial, respectful, and productive.

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

**SECTION 1. Approval.** The City of Forest Park Fraternization and Nepotism Policy as presented to the City Council on June 17, 2024 is hereby approved. Said policy is incorporated herein by reference.

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 17th day of June, 2024.

\_\_\_\_\_  
Angelyne Butler, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

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

**File Attachments for Item:**

**4. Council Discussion of Case # PP-2024-02 – Preliminary Plat for 733-0 Scott Rd-Planning and Community Development Department**

**Background/History:**

The applicant is seeking approval of the Preliminary Plat to begin the process of developing the property into two subdivisions consisting of a total of eighteen (18) Single-Family homes within the Single-Family Residential District (RS). The applicant has met with the City of Forest Park Planning & Community Development Department, Planning Commission, and the Urban Design Review Board to discuss this project and receive specified approvals for variances and architectural design.



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** Council Discussion to approve Case # PP-2024-02 – Preliminary Plat for 733-0 Scott Rd to subdivide 3.49+/- acre parcels to create 18 Single-Family Homes within the Single-Family Residential District (RS).

**Submitted By:** SaVaughn Irons-Kumassah, Principal Planner, Planning & Community Development Department

**Date Submitted:** June 26, 2024

**Work Session Date:** July 1, 2024

**Council Meeting Date:** July 1, 2024

## Background/History:

The applicant is seeking approval of the Preliminary Plat to begin the process of developing the property into two subdivisions consisting of a total of eighteen (18) Single-Family homes. The applicant has met with the City of Forest Park Planning & Community Development Department, Planning Commission, and the Urban Design Review Board to discuss this project and receive specified approvals for variances and architectural design. The approvals received are as listed below:

- Approved variances – Approved on October 19, 2023.
  - Variance request to decrease the minimum lot area from 8,200 sq ft to 4,000 SQ FT.
  - Decrease the minimum lot width from 80 ft to 50 FT.
  - Decrease the rear yard setback from 30 ft to 20 FT.
  - Decrease the front yard setback from 25 ft to 15 FT.
  - Decrease the side yard setback from 10 ft to 7.5 FT.
- Approved variances – Approved on April 18, 2023.
  - Variance Request to decrease the required road width within the constructed subdivision from the required forty-four (44) feet to forty (40) feet to develop 18 single family homes.
- Approved Architectural Review – April 19, 2024
  - UDRB voted to approve the Architectural Design for eighteen (18) new Construction Single-Family homes.
- Approved Preliminary Plat - June 20, 2024.
  - The Planning Commission voted to approve the Preliminary Plat for 733-0 Scott Rd. with conditions.



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**Cost:** N/A

**Budgeted for:** \_\_\_\_ **Yes** \_\_\_\_ **No**

**Financial Impact:** N/A.

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**Action Requested from Council:** To Approve the Preliminary Plat for Case # # PP-2024-02.

May 28, 2023

Clayton News Daily  
P.O. Box 368  
Jonesboro, GA 30253

Please run the following Public Hearings Section of the June 5, June 12, and June 19, 2024, Editions.

**TO THE CITIZENS OF FOREST PARK, CLAYTON COUNTY, GEORGIA, AND OTHER INTERESTED PARTIES:**

NOTICE IS HEREBY GIVEN: The City of Forest Park Planning Commission will conduct a meeting on a series of Public Hearings for the purpose of considering the matters listed below. The Public Hearings will be held on Thursday, June 20, 2024, at 6:00 p.m. in the Forest Park City Hall Council Chambers located at 745 Forest Parkway, Forest Park, GA 30297. The Mayor and City Council will conduct a meeting of Public Hearings for the listed Variance and Conditional Use Permits, recommended by the Planning Commission at Forest Park City Hall Council Chambers, 745 Forest Parkway, on July 1, 2024, at 6:00 p.m.

- Case # PP-2024-02- Preliminary Plat for 733 and 0 Scott Road, Parcel # **13015C A002, 13015C A003, 13015C A006, 13015C A009** - The applicant, Divine Dream Homes ATL, LLC/4A REALTY GROUP, INC, is requesting an approval of a Preliminary Plat for 733 and 0 Scott Road to subdivide a 3.49 +/- acre parcel to create 18 lots to construct 18 single family homes within the Single-Family Residential District (RS).

SaVaughn Irons-Kumassah, Principal Planner  
Planning & Community Development Department  
404-366-4720



Planning & Community Development Department  
785 Forest Parkway  
Forest Park, Georgia 30297  
(404) 366-4720

## STAFF REPORT – Preliminary Plat

Public Hearing Date: June 20, 2024

Case: PP-2024-02

Current Zoning: Single-Family Residential District (RS)

Council Ward District: 1

Proposed Request: Preliminary Plat for 733-0 Scott Rd – 18-Single Family Homes

Staff Report Compiled By: SaVaughn Irons-Kumassah, Principal Planner

Staff Recommendation: Approval of Preliminary Plat with Conditions

### APPLICANT INFORMATION

**Owner of Record:**

Name: Divine Dream Homes ATL, LLC  
Address: 0 Scott Rd  
City/State: Forest Park, Georgia 30294

**Applicant:**

Name: Lorenzo Kendrick  
Address: 2486 Moreland Ave  
City/State: Atlanta, GA 30315

### PROPERTY INFORMATION

Parcel Number: 13015C A006 and 13015C A002

Acreage: 3.49+/-

Address: 733-0 Scott Rd

FLU: Industrial

### SUMMARY

The applicant is requesting the approval of a Preliminary Plat for 733-0 Scott Rd to subdivide a 3.49+/- acre parcel to create 18 Single-Family Homes.

### FINDINGS OF FACT

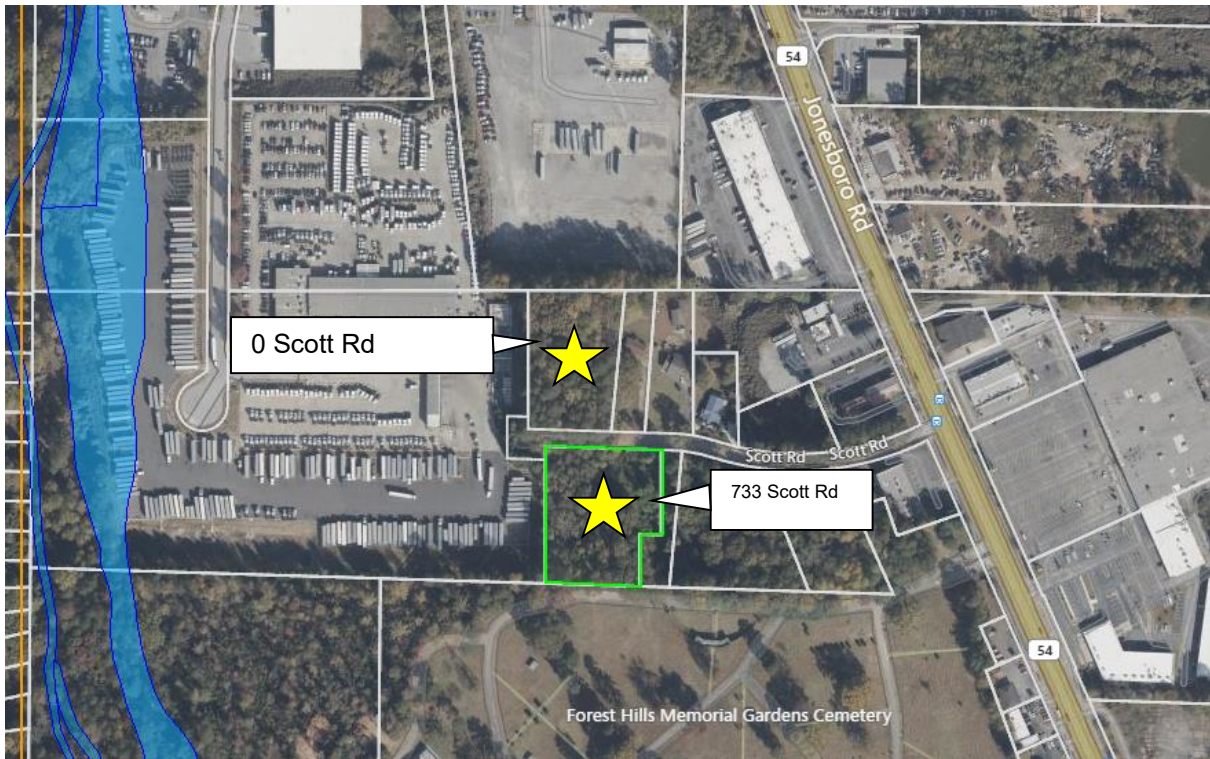
The subject property is two vacant wooded lots located north and south of Scott Rd. with approximately 3.49+/- combined acreage. The property was previously four individual lots that have since been combined into two due to the applicant submitting and receiving an approval to combine lots within the City of Forest Park and Clayton County Real estate division. The current arterial road location to Scott Rd. is off Jonesboro Rd. The applicant has met with the City of Forest Park Planning & Community Development Department, Planning Commission, and the Urban Design Review Board to discuss this project and receive specified approvals for variances and architectural design, as well as provided staff with a lot division application to subdivide lots. The applicant is seeking approval of the Preliminary Plat to begin the process

of developing the property into two subdivisions consisting of a total of eighteen (18) Single-Family homes.

Adjacent zoning land uses north, south and east of 733 Scott Rd consist of the Single-Family Residential District (RS). West of the property is zoned Light Industrial District (LI). Adjacent zoning land uses south and east of 0 Scott Rd consist of the Single-Family Residential District (RS). North and West of the property are zoned Light Industrial District (LI).

Each of the eighteen (18) single-family homes will feature two (2) car garages, and range from 1,850 – 2100 SQ FT.

## AERIAL MAP



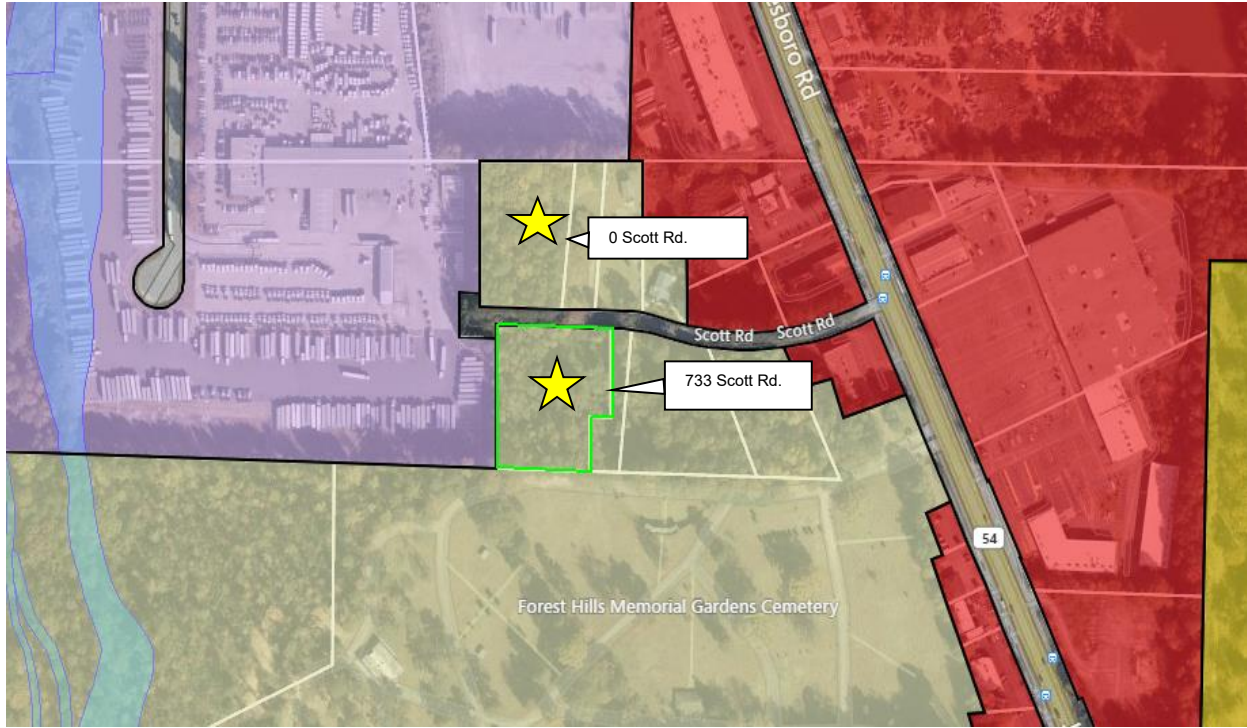


# CITY OF FOREST PARK

Item #4.

Planning & Community Development Department  
 785 Forest Parkway  
 Forest Park, Georgia 30297  
 (404) 366-4720

## ZONING MAP



### Single-Family Residential District (RS)

#### Zoning Classifications of Contiguous Properties of 733 Scott Rd

Direction	Zoning & Use	Direction	Zoning & Use
North	RS: Single Family Residential District	East	RS: Single Family Residential District
South	RS: Single Family Residential District	West	LI: Light Industrial District

### Single-Family Residential District (RS)

#### Zoning Classifications of Contiguous Properties of 0 Scott Rd

Direction	Zoning & Use	Direction	Zoning & Use
North	LI: Light Industrial District	East	RS: Single Family Residential District
South	RS: Single Family Residential District	West	LI: Light Industrial District

**CURRENT CONDITIONS**





# CITY OF FOREST PARK

Item #4.

*Planning & Community Development Department  
785 Forest Parkway  
Forest Park, Georgia 30297  
(404) 366-4720*









# CITY OF FOREST PARK

Item #4.

*Planning & Community Development Department  
785 Forest Parkway  
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(404) 366-4720*

## PROPOSED CONCEPTUAL SITE PLAN





*Planning & Community Development Department  
785 Forest Parkway  
Forest Park, Georgia 30297  
(404) 366-4720*

## STAFF RECOMMENDATION

Staff recommends **APPROVAL OF THE PRELIMINARY PLAT** for 733-0 Scott Road with the **FOLLOWING CONDITIONS:**

1. The applicant will submit protective covenants to regulate land use in the subdivision and otherwise protect the proposed subdivision.
2. The developer will be responsible for all costs associated with design and construction of sanitary sewer and water improvements necessary to serve the proposed plat.
3. Sidewalks shall serve each lot and shall be designed and constructed in accordance with City Standards.
4. The applicant will develop the roadways on Scott Road as advised to Planning Commission and Staff
5. The Applicant must complete a Lot Split Application and submit to the City of Forest Park to subdivide lots for 18 units to be provided individual Parcel ID numbers, and addresses prior to the final plat submission.

### Attachments Included

- Preliminary Plat

Staff Report – 733-0 Scott Rd Preliminary Plat



# CITY OF FOREST PARK

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Item #4.

*Planning & Community Development Department  
785 Forest Parkway  
Forest Park, Georgia 30297  
(404) 366-4720*

**RESOLUTION NO. 2024-\_\_\_\_****A RESOLUTION FOR THE CITY COUNCIL OF FOREST PARK, GEORGIA TO APPROVE PRELIMINARY PLAT FOR 733-0 SCOTT ROAD (CASE NUMBER PP-2024-02) FOR THE CITY'S PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT.**

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

WHEREAS, this applicant has met with the City's Planning and Community Development Department, the City's Planning Commission, and the Urban Design Review Board to discuss Case Number PP-2024-02 to receive specified approvals for variances and architectural design located at 733-0 Scott Road (the "Property"); and

WHEREAS, the City's Planning and Community Development Department is now seeking approval of the Preliminary Plat from the City Council to begin the process of developing the Property into two (2) subdivisions consisting of a total of eighteen (18) single-family residences within the Single-Family Residential District (RS); and

WHEREAS, this approval is necessary for Case # PP-2024-02 – Preliminary Plat for Property.

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

**Section 1. Approval.** The approval of Preliminary Plat (Case # PP-2024-02) for 733-0 Scott Road Inc. from the City's Planning and Community Development Department as presented to the City Council on July 1, 2024, is hereby approved.

**Section 2. Public Record.** This document shall be maintained as a public record by the City Clerk ("Clerk") and shall be accessible to the public during all normal business hours of the City.

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

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

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

SO RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

[SIGNATURES SHALL APPEAR ON THE FOLLOWING PAGE]

**CITY OF FOREST PARK, GEORGIA**

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Angelyne Butler, *Mayor*

**ATTEST:**

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Randi Rainey, *City Clerk*

**APPROVED AS TO FORM:**

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*City Attorney*