



CITY COUNCIL WORK SESSION

Monday, August 07, 2023 at 6:00 PM
Council Chambers and YouTube Livestream

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

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

The Honorable Mayor Angelyne Butler, MPA

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

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

Ricky L. Clark Jr, City Manager
Michelle Hood, Interim City Clerk
Mike Williams, City Attorney

AGENDA

VIRTUAL NOTICE

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

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

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

CALL TO ORDER/WELCOME:

ROLL CALL - CITY CLERK:

PRESENTATION(S):

- 1. Council Discussion and Approval of FOREST PARK FIRE & EMS – Professional Development Program - Fire Department**

Background/History:

In collaboration with the Fire Department's Leadership Team, Fire Chief Latosha Clemons has initiated the "first" ever Professional Development Program.

This program is designed as a guide for Firefighters and Paramedics to have a transparent career pathway for promotional opportunities and leadership roles with the Forest Park Fire Department.

Presented by Fire Chief Latosha Clemons.

OLD BUSINESS:

2. Council Discussion and Approval of Rezoning from RS to RM- Scott Rd. (RZ-2023-02)– Planning & Community Development

Background/History:

The applicant is requesting to rezone the subject property from RS (Single Family Residential) to RM (Multi-Family Residential). The property is currently wooded and undeveloped. Three single-family homes are currently located on Scott Road. Surrounding land uses include light industrial, west, and single-family residential north, south and east of the subject property. The intent is to build 16 townhouses on the property. **The Planning Commission recommended to Approve the Rezoning from RS to RM with the following conditions:** 1. Scott Road shall be improved to city standards prior to development, (2) All buildings shall be constructed of brick, stone, wood, stucco or any combination thereof, (3) There shall be different architectural features between units, no adjacent units shall have the same design characteristics, features or identical, (4) Each unit shall provide 2-car garages, (5) Adhere to the buffer standards as specified in the current code between industrial and residential development, (6) There shall be only 4 rental units on this parcel, and rental units shall be distributed throughout various buildings of the development so that rental units are not segregated in one building; (7) Any deviations from the conditions shall be approved by the Planning Commission. **This item was tabled on 7/17/2023 and is back up for discussion.**

3. Council Discussion and Approval for Rezoning from RS to RM- Scott Rd. (RZ-2023-02)– Planning & Community Development

Background/History:

The applicant is requesting to rezone the subject property from RS (Single Family Residential) to RM (Multi-Family Residential). The property is currently wooded and undeveloped. Three single-family homes are currently located on Scott Road. Surrounding land uses include light industrial, west, and single-family residential north, south and east of the subject property. The intent is to build 16 townhouses on the property. **The Planning Commission recommended to Approve the Rezoning from RS to RM with the following conditions:** 1. Scott Road shall be improved to city standards prior to development, (2) All buildings shall be constructed of brick, stone, wood, stucco or any combination thereof, (3) There shall be different architectural features between units, no adjacent units shall have the same design characteristics, features or identical, (4) Each unit shall provide 2-car garages, (5) Adhere to the buffer standards as specified in the current code between industrial and residential development, (6) There shall be only 4 rental units on this parcel, and rental units shall be distributed throughout various buildings of the development so that rental units are not segregated in one building; (7) Any deviations from the conditions shall be approved by the Planning Commission. **This item was tabled on 7/17/2023 and is back up for discussion.**

4. Conditional Use Permit for Self-Storage – Planning & Community Development

Background/History:

This is a request for a conditional use permit to allow a 6,152 square foot renovation in the rear of the International Discount Mall to build self-storage units in the rear of the facility. The original staff report on this matter is attached.

This item was approved by the Council but vetoed by the Mayor. It has been requested by Councilmember James to be on the agenda for the City Council to consider an override of the veto.

5. Council Discussion and Approval of Conditional Use Permit (CUP-2023-04)- 5370 Ash Street – Planning & Community Development

Background/History:

The applicant is requesting a Conditional Use Permit to operate a youth performing arts facility, rehabilitation group home for teens, summer camp, health clinic and an adult education program at 5370 Ash St. This property is located within the Single-Family Residential District (RS). Per Section 8-8-28 Single Family Residential District (RS), Places of worship, private school and daycare centers require conditional use permits to operate in the Single-Family Residential District. A church currently exists on the subject property. The Planning Commission recommended **Denial of a Conditional Use Permit** at its meeting on June 15, 2023, based on the potential of a liability of children and adult activities that include clinics, recovering alcoholics and offenders mixing. The following combination would not be allowed as a combined use. **This item was tabled on 7/17/2023 and is back up for an update to the Mayor and Council.**

Staff met with the applicant after the last Council meeting. The original application request still needs to be clarified by the applicant. At present, it is anticipated that the uses on the site will be limited to a church and a related school. Once staff receives the additional information requested from the applicant, this will be brought back to the Mayor and Council for further consideration.

NEW BUSINESS:

6. Council Discussion and Approval of Newton County Fire Service Clinical Agreement- Fire Department

Background/History:

A mutual agreement of understanding between Newton County Fire Service (NCFS) and the City of Forest Park has been established for the purpose of EMT training.

NCFS has Firefighters and Responders from Forest Park and other service areas enrolled in their EMT program, which provides clinical training and assists with improving skills and knowledge for individuals desiring to become licensed EMTs or Paramedics.

This agreement, once approved, will be assigned to both parties. The attached agreement will be further explained by Fire Chief Latosha Clemons.

7. Council Discussion and Approval of Text Amendment – Planning & Community Development

Background/History:

The Planning & Community Development Department has discovered an area of the Sign Ordinance that needs to be amended to allow certain entertainment establishments that offer performing arts shows, cultural plays, theatrical performances and similar events, signage that allow for advertisement of such events.

8. Council Discussion and Approval of Text Amendment - Arts Entertainment District – Planning & Community Development

Background/History:

In 2021, the Livable Centers Initiative listed several goals to further the downtown vision to provide a link to Main Street, create a sense of place, incorporate public art and encourage a walkable, live, work and play community with diverse development and activities that encourage inclusivity while supporting health and wellness. The new proposed Arts and Entertainment District includes the current Entertainment District, but will expand south over to Starr Park encompassing parcels between Oak Street and Ash Street as shown on Exhibit A.

9. Council Discussion and Approval of Text Amendments TA-2023-03 – Planning & Community Development

Background/History:

The Planning & Community Development Department has discovered some areas of the Code of Ordinances that need to be amended for clarity and formal processes. This update creates a standard monthly due date for applications to be submitted by the second Wednesday of each month as well as proposing the meeting date to occur on the third Friday of each month. The previous ordinance did not provide an organized process for when applications can be received, and did not provide an explicit timeline, leaving too much room for an unorganized process for both applicants and staff. This update will clarify application submittal deadlines, meeting dates and create a more fluid process for the urban design review board members, city staff and the applicant. Planning Commission has recommended approval based on the July 20, 2023, Planning Commission meeting.

10. Council Discussion and Vote on Charter Amendment to Establish New Ward Lines – Legal

Background/History:

At the last Council meeting, the City Council voted to approve moving forward with the Charter amendment process to provide for new ward lines.

Municipal charters may be amended by ordinances duly adopted at two regular consecutive meetings of the municipal governing authority, not less than seven nor more than 60 days apart. This is the first formal adoption. The second and final adoption of the charter amendment will occur on August 21, 2023.

Legal notices advertising this amendment are currently being run in the Clayton News Daily as required by law.

Copies of the ordinance and the new map are available for inspection by the public in the City Clerk's office.

11. Council Discussion and Approval of Council Consideration of and Vote on Extension of ABM Contract for Maintenance of HVAC Systems – Procurement

Background/History:

The City's current contract with ABM Building Solutions for the maintenance of its legacy HVAC units expired on July 31, 2023. It is proposed that the contract be extended for another year. Under the contract, ABM would provide maintenance for the City's older HVAC units. The recently installed units are still under warranty, so the contract does not cover the new units.

Staff recommends approval of the contract.

12. Council Consideration of and Vote on Proposal to Temporarily Suspend the Borrowing of Funds from Employee Empower Retirement Accounts – Executive Offices

Background/History:

Over the past year, a number of problems have been identified with respect to employees borrowing funds from their Empower retirement accounts. Among the problems are: poor record keeping; failure to repay borrowed funds and missing contributions being made to employee accounts. In addition, there is significant confusion regarding how the loans are to be administered and whether there are credit score impacts if loans are not repaid.

In order to give the staff sufficient time to gather the necessary information and identify corrective measures, we are recommending that the Council suspend the ability of employees to borrow from their Empower retirement accounts. The proposed suspension period is six months, with the ability of the City Manager to extend an additional six months if necessary, while he works to correct all issues.

13. Council Discussion and Approval of Georgia Municipal Association – Pension Plan

Background/History:

As part of the City Manager's employee evaluation, a large percentage of employees stated that they would like to see a Pension Plan implemented. At current, the city only offers a 457 and 401 plan. A qualified retirement plan can help our organization look more attractive to qualified employees. Finding quality employees can be a challenge today, especially when a job seeker is considering multiple job offers. Offering a retirement plan is a benefit most job seekers consider and ultimately can be a differentiating factor in their decision-making process.

Not only can retirement plans help you attract new employees, but they can also help you retain those most valuable to our City's success. Keeping good employees lowers our turnover cost and helps our business function more efficiently.

Staff is seeking approval to move forward with requesting the Georgia Municipal Association to complete a cost study for us to bring back to Mayor and Council to determine whether or not a pension plan is feasible and affordable. GMA has over 50 years of experience administering local government pension plans. They provide administration of retiree benefits, actuarial services, as well as legal compliance. In addition, they will provide training for our staff as well as employee education whenever we have a need for it.

The fee for a cost study is \$2,500 and takes approximately 4-6 weeks to complete. Should the Mayor and Council decide to move forward with a pension plan, their legal team can deliver plan documents within a couple of months.

14. Council Discussion and Approval of Public Works – Double Time Overtime Pay - Executive Offices

Background/History:

To continue implementing employee incentives city-wide, we recommend adding "double-time" pay for Public Works employees. This incentive would last 90 days to assist with catching up with grass-cutting around the city. This will only go into effect on Friday after they have completed their typical shift – Sunday at midnight; all other overtime will be paid out at 1.5 times. This pay will only occur after the employee has completed a 40-hour work week.

Policy Overtime for non-exempt Public Works employees shall be compensated according to State and federal law. All actual work performed by a nonexempt employee within the Public Works Department between the normal work week, Monday through close of business on Friday, in excess of 40 regular hours, shall be paid overtime at a rate of time and one-half. All work performed by a nonexempt employee within the Public Works Department between Friday 5:01 p.m. – Sunday 12:00 p.m. will be paid at a rate of two (2) times the employee's regular rate of pay.

15. Council Consideration of and Vote on Intergovernmental Agreement with Clayton County to Conduct the 2023 Municipal Elections – Executive Offices

Background/History:

It is proposed that the Clayton County elections staff conduct the 2023 municipal elections for Forest Park. The City Clerk will still serve as the Elections Superintendent, but Clayton County will handle most other election matters. The attached Intergovernmental Agreement has already been approved by Clayton County and has been reviewed by the city staff.

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

ADJOURNMENT:

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

File Attachments for Item:

1. Council Discussion and Approval of FOREST PARK FIRE & EMS – Professional Development Program - Fire Department

Background/History:

In collaboration with the Fire Department's Leadership Team, Fire Chief Latosha Clemons has initiated the "first" ever Professional Development Program.

This program is designed as a guide for Firefighters and Paramedics to have a transparent career pathway for promotional opportunities and leadership roles with the Forest Park Fire Department.

Presented by Fire Chief Latosha Clemons.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: FOREST PARK FIRE & EMS – PROFESSIONAL DEVELOPMENT PROGRAM

Submitted By: SANDRA DAVIS – FIRE DEPT. OFFICE COORDINATOR

Date Submitted: July 26, 2023

Work Session Date: August 7, 2023

Council Meeting Date: August 7, 2023

Background/History:

In collaboration with the Fire Department’s leadership team, Fire Chief Latosha Clemons has initiated the “first” ever Professional Development Program.

This program is designed as a guide for Firefighters and Paramedics to have a transparent career pathway for promotional opportunities and leadership roles with the Forest Park Fire Department.

Presented by Fire Chief Latosha Clemons.

Cost: \$ N/A

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

Financial Impact: NONE

Action Requested from Council: PRESENTATION by Chief Latosha Clemons

City of Forest Park – Department of Fire & Emergency Services

Professional Development Plan

Firefighter

- NPQ Firefighter I
 - Hazardous Materials Awareness
 - NIMS 100, 200, and 800
- NPQ Firefighter II
 - Pressurized Container Fire Control
 - Crash Victim Extrication (CVE)
 - Handling Flammable and Combustible Liquids Incidents
 - NPQ Hazardous Materials Operations
- Emergency Vehicle Operations Course (EVOC)
- Territory Exam
- Structural Fire Control
- Interior Search and Rescue
- NPQ Fire and Life Safety Educator (FLSE)

Relief Driver

Have completed all components in the Firefighter pathway.

- Class F or CDL License Required
- Practical Fireground Hydraulics
- Pump Service Testing
- Fire Apparatus Emergency Operator Course
- Forest Park Fire Relief Driver Program

Fire Apparatus Operator (FAO)

Have completed all components in the firefighter and relief driver pathways.

- Introduction to NFIRS 5.0
- NPQ Fire Apparatus Operator
- Incident Safety Officer: ISO

Acting Officer in Charge (AOIC)

Have completed all components in the firefighter and relief driver pathways.

- Principles of Building Construction (NFA Q0751)
- Preparation for Initial Company Operations
- Decision-Making for Initial Company Operations
- Strategies and Tactics for Initial Company Operations
- Acting Officer in Charge
- NIMS G191 (EOC Interface)
- Introduction to Technical Rescue

Fire Lieutenant

Have completed all components in the firefighter, relief driver, and AOIC pathways.

- Technical Rescue: Core Qualifications
- NPQ Fire Officer 1
 - Transitional and Interpersonal Leadership Training
 - Fire Department Supervision
 - (AOIC completed in the previous section)
- Fire Origin and Cause Determination for the Company Officer
- Fire Instructor I
- Pressurized Container Live Fire Instructor
- NIMS 300
- Leadership 1: Creating Environments for Professional Growth
- Leadership 2: Perspectives in Thinking
- Leadership 3: Framework for Success

Fire Captain

Have completed all components in the firefighter, relief driver, AOIC, and fire lieutenant pathways.

- NPQ Fire Officer 2
 - Fire Department Management
- Fire Instructor 2
- Structural Fire Control Instructor
- NIMS 400
- Health and Safety Program Manager

Battalion Chief

Have completed all components in the firefighter, relief driver, AOIC, fire lieutenant, and fire captain pathways.

- New Fire Chief I: Challenging Issues
- NPQ Fire Officer 3
 - Fire Department Administrator
- Shaping the Future
- Executive Skill Series: Exercising Leadership Ethically
- Executive Skill Series: Exercising Leadership Through Difficult Conversations (F522)
- Executive Skill Series: Exercising Leadership to Facilitate Adaptive Change (F521)

Fire Marshal's Office

Have completed all components in the firefighter, relief driver, and AOIC pathways.

- Fire Instructor I
- NIMS 300
- NIMS 400
- Life Safety Code
- Fire Inspector I
- Fire Inspector II
- Fire Service Plans Examiner I
- Fire Investigator – Module I
- Fire Investigator – Module II

Special Operations Response Team

Have completed the components in the firefighter and relief driver pathways.

- Hazardous Materials Technician
- Rescue Systems I: Fundamentals of Heavy Rescue
- Introduction to Technical Rescue
- Technical Rescue: Core Qualifications
- Technical Rescue: Rope Techniques
- Technical Rescue: Confined Space Techniques
- Technical Rescue: Trench Technician
- Technical Rescue: Structural Collapse Technician

Fire Training Division

Have completed components in the firefighter, relief driver, and AOIC pathways.

- Fire Instructor I
- Fire Instructor II
- Incident Safety Officer
- NIMS 300
- NIMS 400
- Pressurized Container Live Fire Control Instructor
- Structural Fire Control Instructor
- Defensive Driving Instructor

EMS Training Division

Have completed components in the firefighter, relief driver, and AOIC pathways.

- Fire Instructor I
- Fire Instructor II
- Incident Safety Officer
- NIMS 300
- NIMS 400
- CPR Instructor
- ACLS Instructor
- PALS Instructor
- EMS Instructor
- EMS Instructor Coordinator EMT
- EMS Instructor Coordinator AEMT

Fire and Life Safety Educator

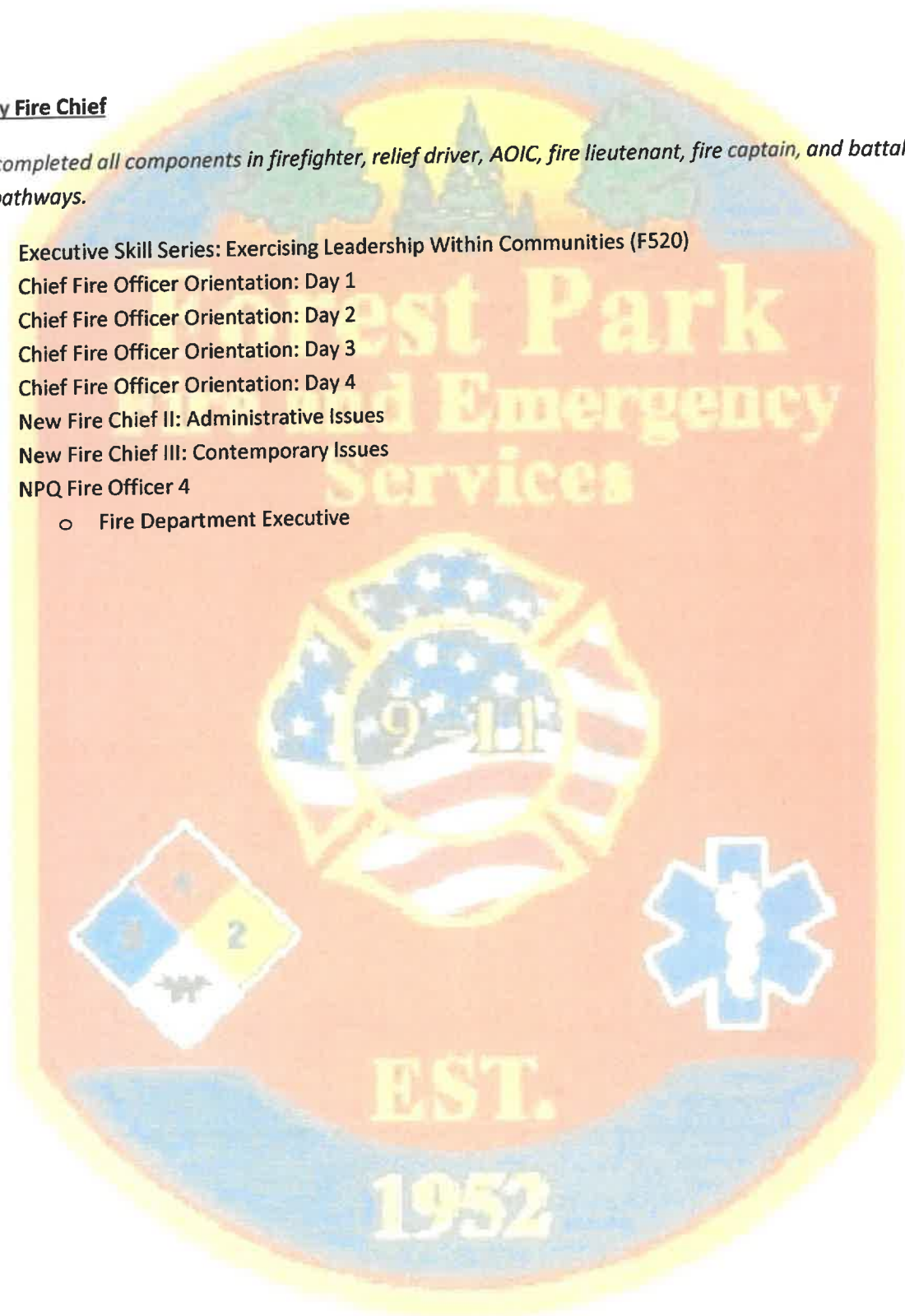
Have completed components in the firefighter, relief driver, and AOIC pathways.

- Fire Instructor I
- Fire Instructor II
- Health and Safety Program Manager
- Youth Fire Setter Intervention Specialist
- Youth Fire Setter Program Manager
- Health and Wellness (could not find on GPSTC)
- Youth Growing Up in Crisis (could not find on GPSTC)

Deputy Fire Chief

Have completed all components in firefighter, relief driver, AOIC, fire lieutenant, fire captain, and battalion chief pathways.

- Executive Skill Series: Exercising Leadership Within Communities (F520)
- Chief Fire Officer Orientation: Day 1
- Chief Fire Officer Orientation: Day 2
- Chief Fire Officer Orientation: Day 3
- Chief Fire Officer Orientation: Day 4
- New Fire Chief II: Administrative Issues
- New Fire Chief III: Contemporary Issues
- NPQ Fire Officer 4
 - Fire Department Executive



File Attachments for Item:**2. Council Discussion and Approval of Rezoning from RS to RM- Scott Rd. (RZ-2023-02)– Planning & Community Development****Background/History:**

The applicant is requesting to rezone the subject property from RS (Single Family Residential) to RM (Multi-Family Residential). The property is currently wooded and undeveloped. Three single-family homes are currently located on Scott Road. Surrounding land uses include light industrial, west, and single-family residential north, south and east of the subject property. The intent is to build 16 townhouses on the property. **The Planning Commission recommended to Approve the Rezoning from RS to RM with the following conditions:** 1. Scott Road shall be improved to city standards prior to development, (2) All buildings shall be constructed of brick, stone, wood, stucco or any combination thereof, (3) There shall be different architectural features between units, no adjacent units shall have the same design characteristics, features or identical, (4) Each unit shall provide 2-car garages, (5) Adhere to the buffer standards as specified in the current code between industrial and residential development, (6) There shall be only 4 rental units on this parcel, and rental units shall be distributed throughout various buildings of the development so that rental units are not segregated in one building; (7) Any deviations from the conditions shall be approved by the Planning Commission. **This item was tabled on 7/17/2023 and is back up for discussion.**



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Rezoning from RS to RM- Scott Rd. (RZ-2023-02)– Planning & Community Development

Submitted By: LaShawn Gardiner

Date Submitted: July 28, 2023

Work Session Date: August 7, 2023

Council Meeting Date: August 7, 2023

Background/History:

The applicant is requesting to rezone the subject property from RS (Single Family Residential) to RM (Multi-Family Residential). The property is currently wooded and undeveloped. Three single-family homes are currently located on Scott Road. Surrounding land uses include light industrial, west, and single-family residential north, south and east of the subject property. The intent is to build 16 townhouses on the property. **The Planning Commission recommended to Approve the Rezoning from RS to RM with the following conditions:** 1. Scott Road shall be improved to city standards prior to development, (2) All buildings shall be constructed of brick, stone, wood, stucco or any combination thereof, (3) There shall be different architectural features between units, no adjacent units shall have the same design characteristics, features or identical, (4) Each unit shall provide 2-car garages, (5) Adhere to the buffer standards as specified in the current code between industrial and residential development, (6) There shall be only 4 rental units on this parcel, and rental units shall be distributed throughout various buildings of the development so that rental units are not segregated in one building; (7) Any deviations from the conditions shall be approved by the Planning Commission. This item was tabled on 7/17/2023 and is back up for discussion.

Cost: \$ n/a

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

Financial Impact: N/A

No Financial impact.

Action Requested from Council:

Approve the Rezoning from RS (Single Family Residential) to RM (Multi-Family Residential)

STAFF REPORT
Planning Commission Meeting: June 15, 2023
City Council Meeting: July 3, 2023

Case: RZ-2023-01

Current Zoning: RS- Single Family Residential

Proposed Request: Rezone property from RS (Residential Single-Family) to RM (Residential Multi-Family)

Staff Report Compiled By: LaShawn Gardiner

Staff Recommendation:

APPLICANT INFORMATION

Owner of Record: Divine Dream Homes ATL	Applicant: Divine Dream Homes ATL
Address: 2486 Moreland Ave.	Address: 2486 Moreland Ave.
City/State: Atlanta, GA 30315	City/State: Atlanta, GA 30315

PROPERTY INFORMATION

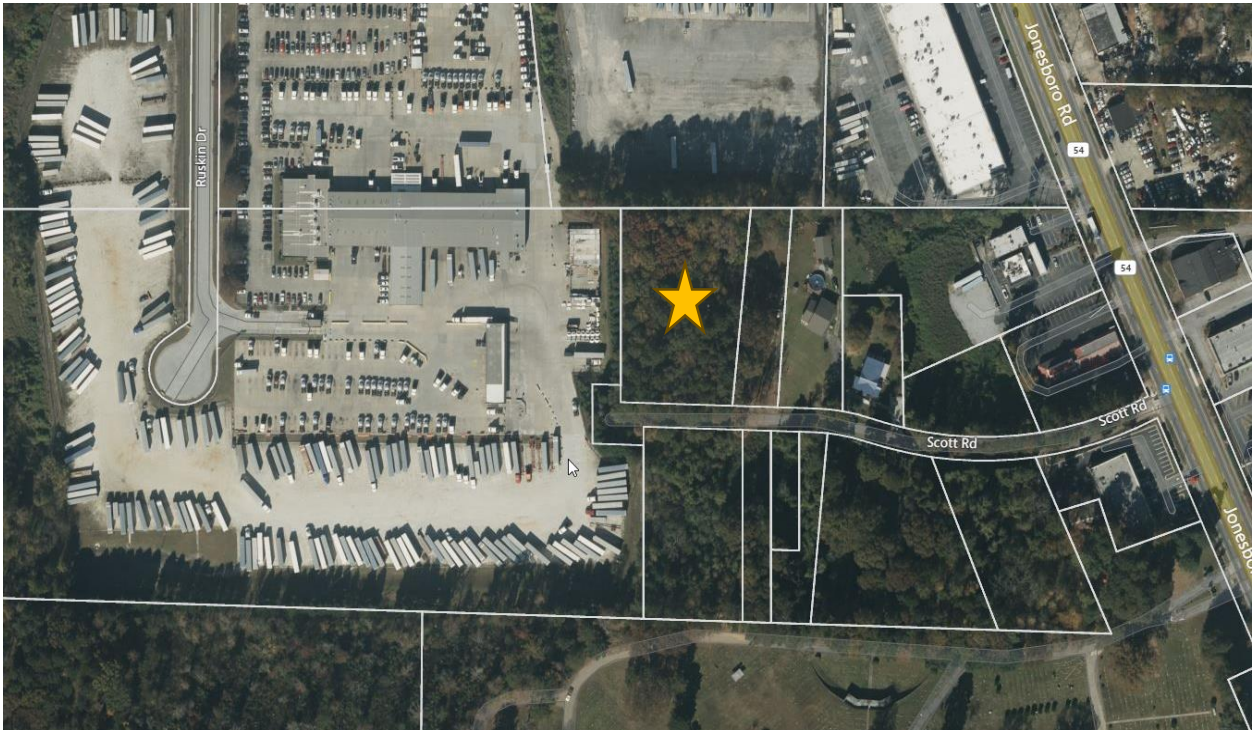
Parcel Number: 13015C A006	Acreage: 1.60
Address: 0 Scott Road	FLU: Industrial

SUMMARY & BACKGROUND

The subject property is located at 0 Scott Road. The parcel number is 13015C A006 and is currently zoned RS (Single-Family Residential). The subject property is currently zoned RS (Single-Family Residential). The property is currently wooded and undeveloped. The applicant’s request is to rezone the property from RS (Single-Family Residential) to RM (Multi-family Residential) with the intent to build 19-townhouses. The parcel is 1.60 acres.

The future land use designates the subject property as industrial.

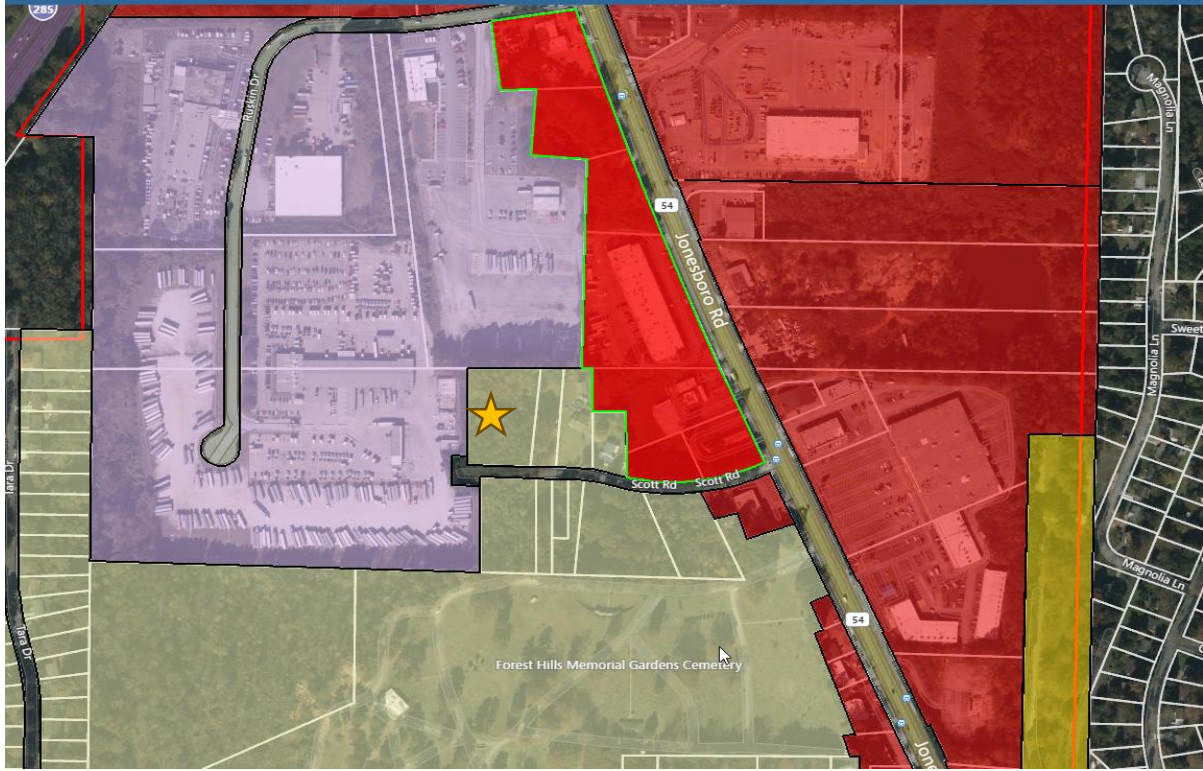
AERIAL MAP



ZONING CLASSIFICATION OF CONTIGUOUS PROPERTIES

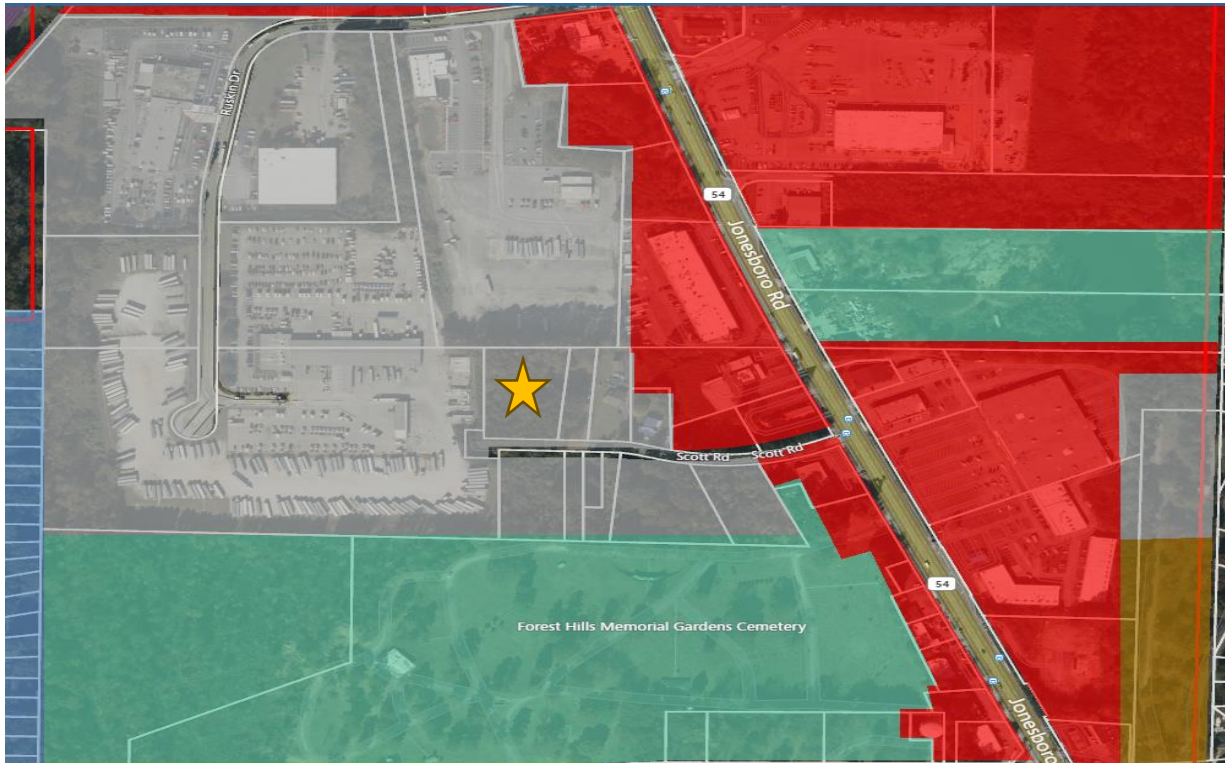
North	LI (Light Industrial)	East	RS (Single Residential)
South	RS (Single Family Residential)	West	LI (Light Industrial)

ZONING MAP



Current Zoning: RS

FUTURE LAND USE MAP



Future Land Use: Institutional

Surrounding Properties



3 Single Family Homes

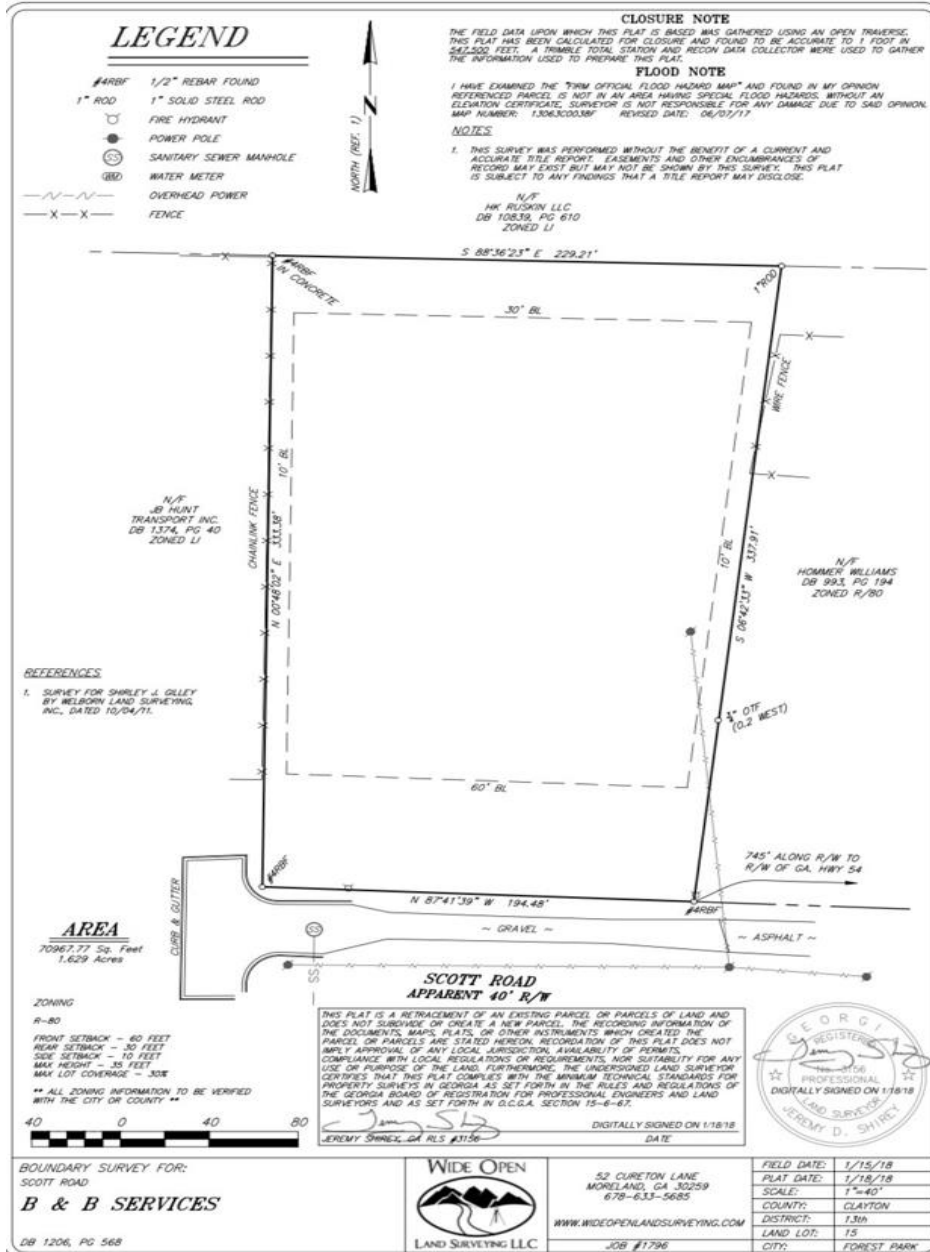


Vacant, wooded parcel south of parcel

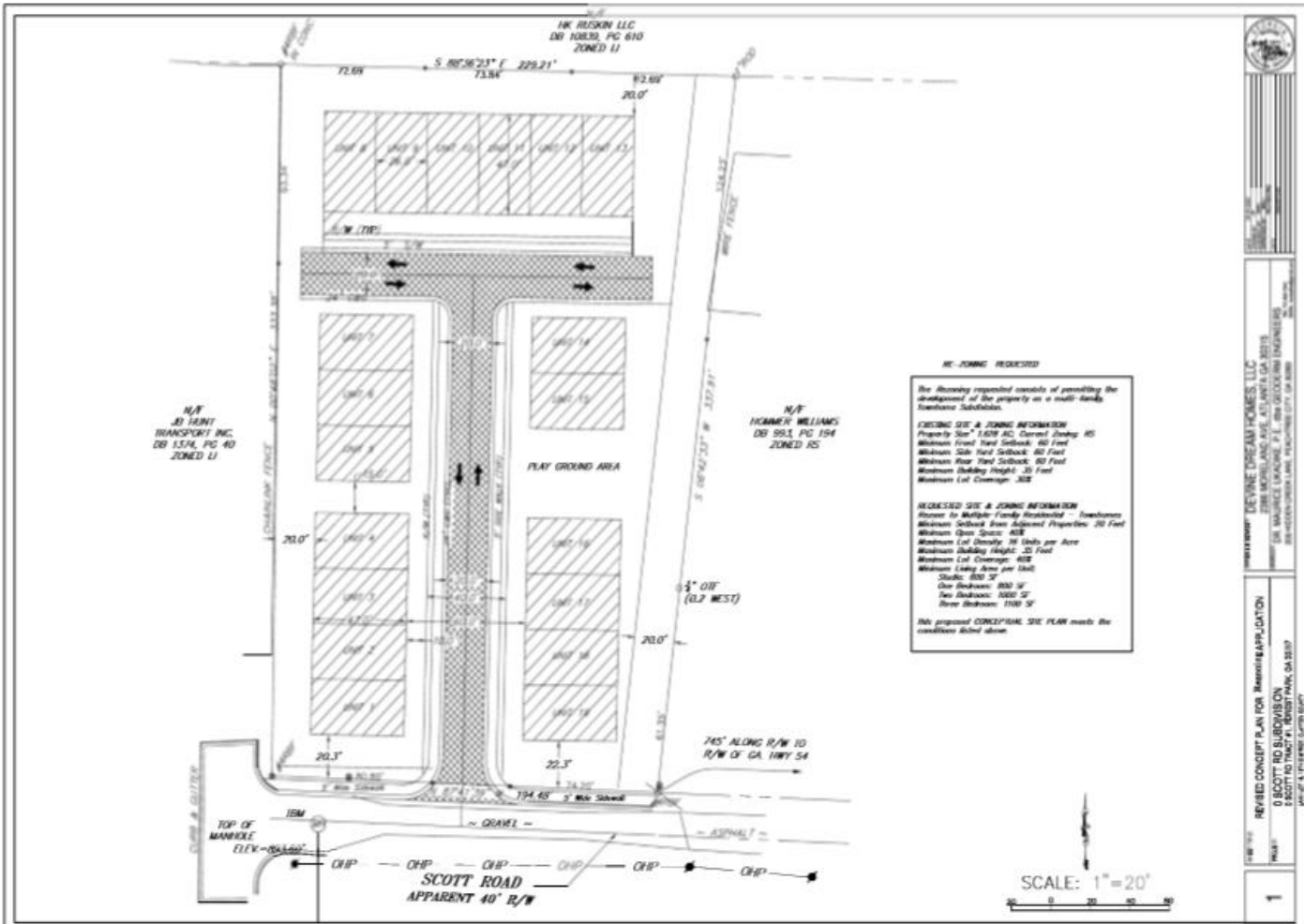


J.B. Hunt Trucking- west of property at end of Scott Road

BOUNDARY SURVEY



SITE PLAN



CONCEPT PLAN



LEGEND:
LOT
LOT
REAR PATIO

This site plan including measurements and dimensions are approximate and for illustrative purposes only. BoxBrownie.com gives no guarantee, warranty or representation as to the accuracy and layout. All enquiries must be directed to the agent, vendor or party representing the site plan.

Scott Road Forest Park, GA

Impact Summary

Would the proposed amendment be consistent and compatible with the city's land use and development, plans, goals, and objectives: Yes No *The subject property is flanked by industrial zoned property to the west and north and residential zoned property south and east.*

Would the proposed amendment tend to increase, to decrease, or to have no impact on traffic safety and

congestion in the streets? **Increase** **Decrease** **No Impact** *Currently, there are only 3 homes on Scott Road. The construction of additional homes will result in an increase in traffic. Scott Road is below city standards and two-way traffic flow is at a minimum.*

Would the proposed amendment tend to increase, to decrease, or to have no relationship to safety from fire and other dangers? **Increase** **Decrease** **No Relationship** *Safety would be a concern for fire due to design of roadway and traffic circulation in and out of the property.*

Would the proposed amendment tend to promote, to diminish, or to have no influence on the public health and general welfare of the city? **Promote** **Diminish** **No Influence**

Would the proposed amendment tend to increase, to decrease or to have no influence on the adequacy of light and air? **Promote** **Diminish** **No Influence**

Would the proposed amendment tend to cause, to prevent, or to have no influence on the overcrowding of land? **Cause** **Prevent** **No Influence** *The proposed amendment could potentially cause overcrowding on the property. Currently the ordinance encourages only 16 units per acre in RM zoned districts. The applicant is proposing to construct 19 townhouses on this tract of property.*

Would the proposed amendment tend to cause, to prevent, or to have no relationship on the population distribution within the city, thus creating any area as dense in population as to adversely affect the health, safety, and general welfare of the city? **Cause** **Prevent** **No Relationship**

Would the proposed amendment tend to impede, to facilitate, or to have no impact on the adequate provision of transportation, water, sewerage, other public services, utilities or facilities?

Impede **Facilitate** **No Impact** *The circulation and the increase of traffic could potentially impact transportation on Scott Road.*

Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties? **Yes** **No** *There are no known contributing factors that will affect the value, use and enjoyment of surrounding properties; however, the roadway is substandard. Any development on subject property would negatively impact the flow of traffic for the existing three homes.*

Would the proposed amendment tend to promote, to diminish, or to have no influence upon the aesthetic effect of existing and future uses of the property and the surrounding area?

Promote **Diminish** **No Influence** *Based on the design characteristics of the townhouses, the project could enhance the aesthetics of the surrounding area.*

Would the proposed amendment have measurable adverse economic effect on the value of surrounding or adjacent property? **Yes** **No** *The proposed development could positively impact the use of the surrounding residential properties based on its characteristics and sale prices.*

Would the proposed amendment create an isolated district, unrelated to adjacent and nearby districts?

Yes **No** *The proposed development would create an isolated district; however, it would be a transition from the surrounding industrial uses to the single-family uses currently on Scott Road.*

Staff Review

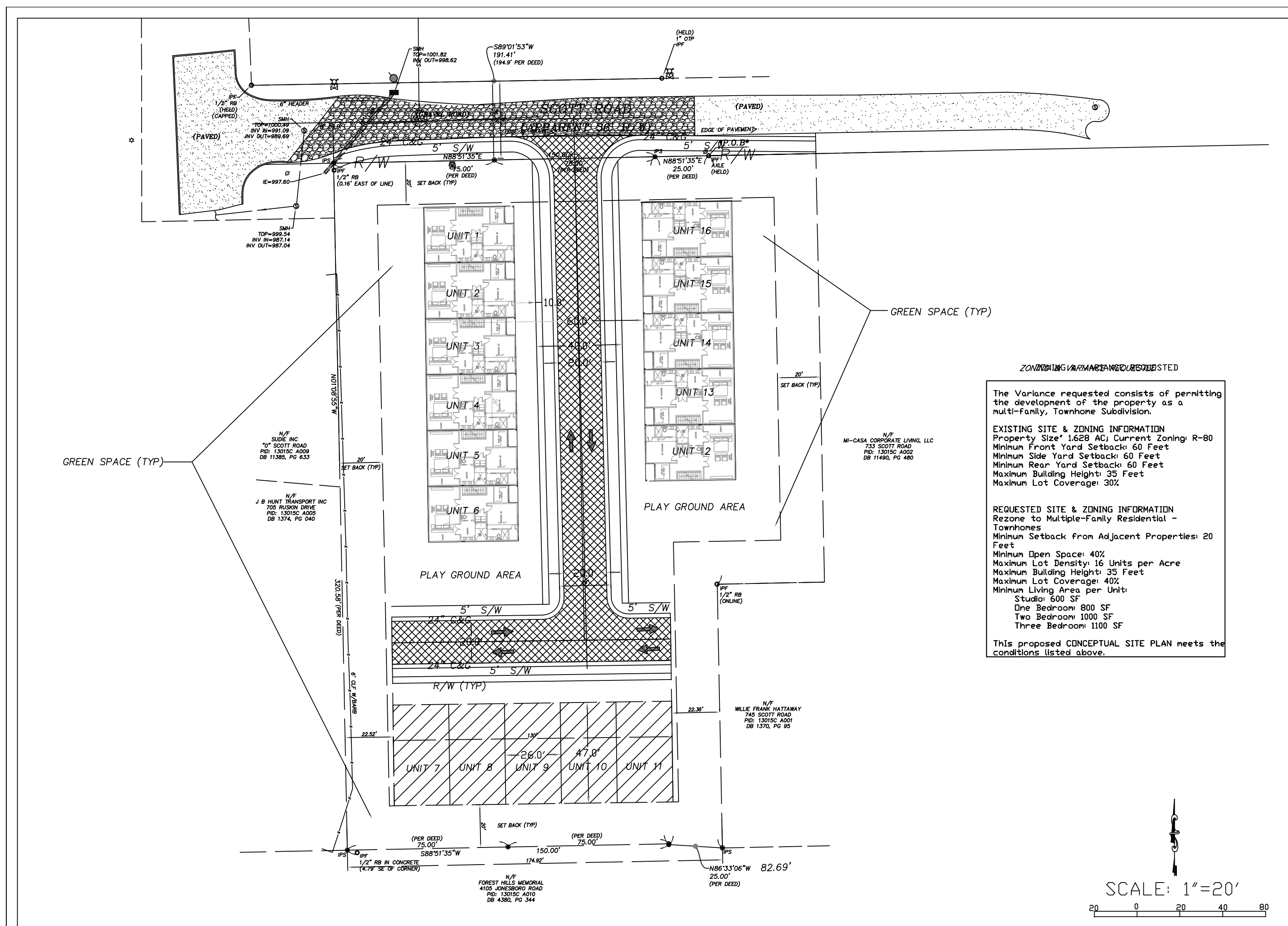
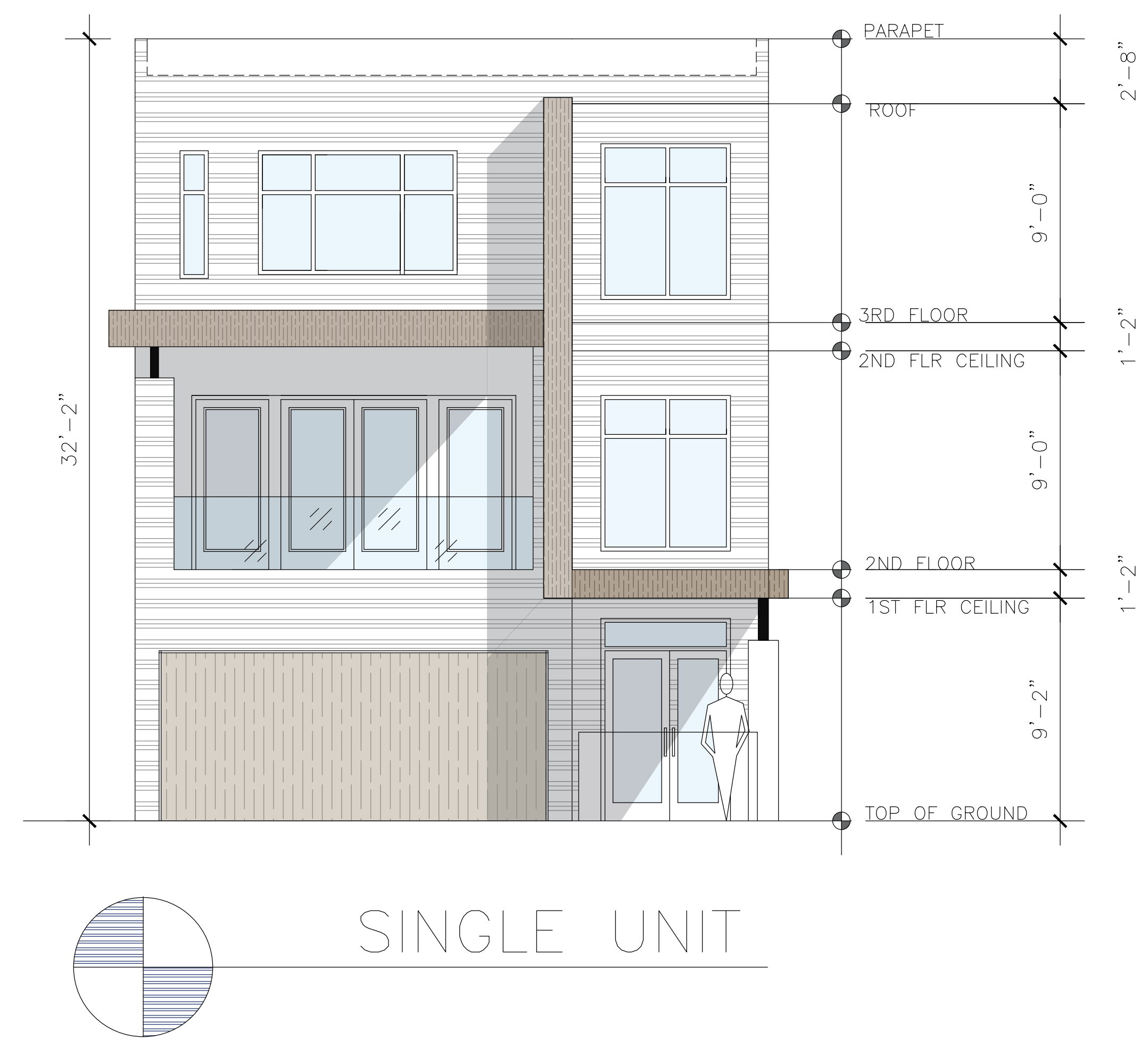
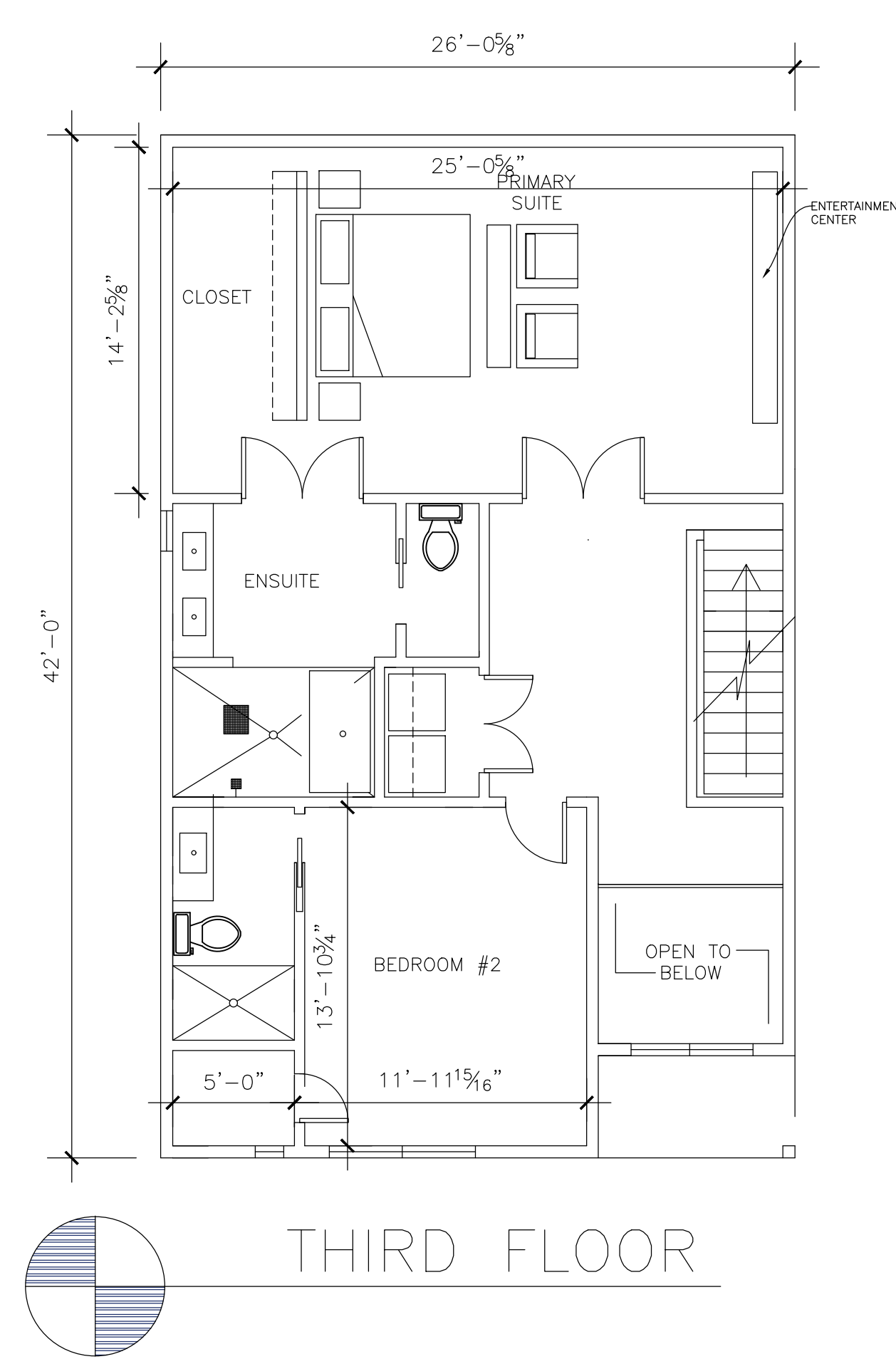
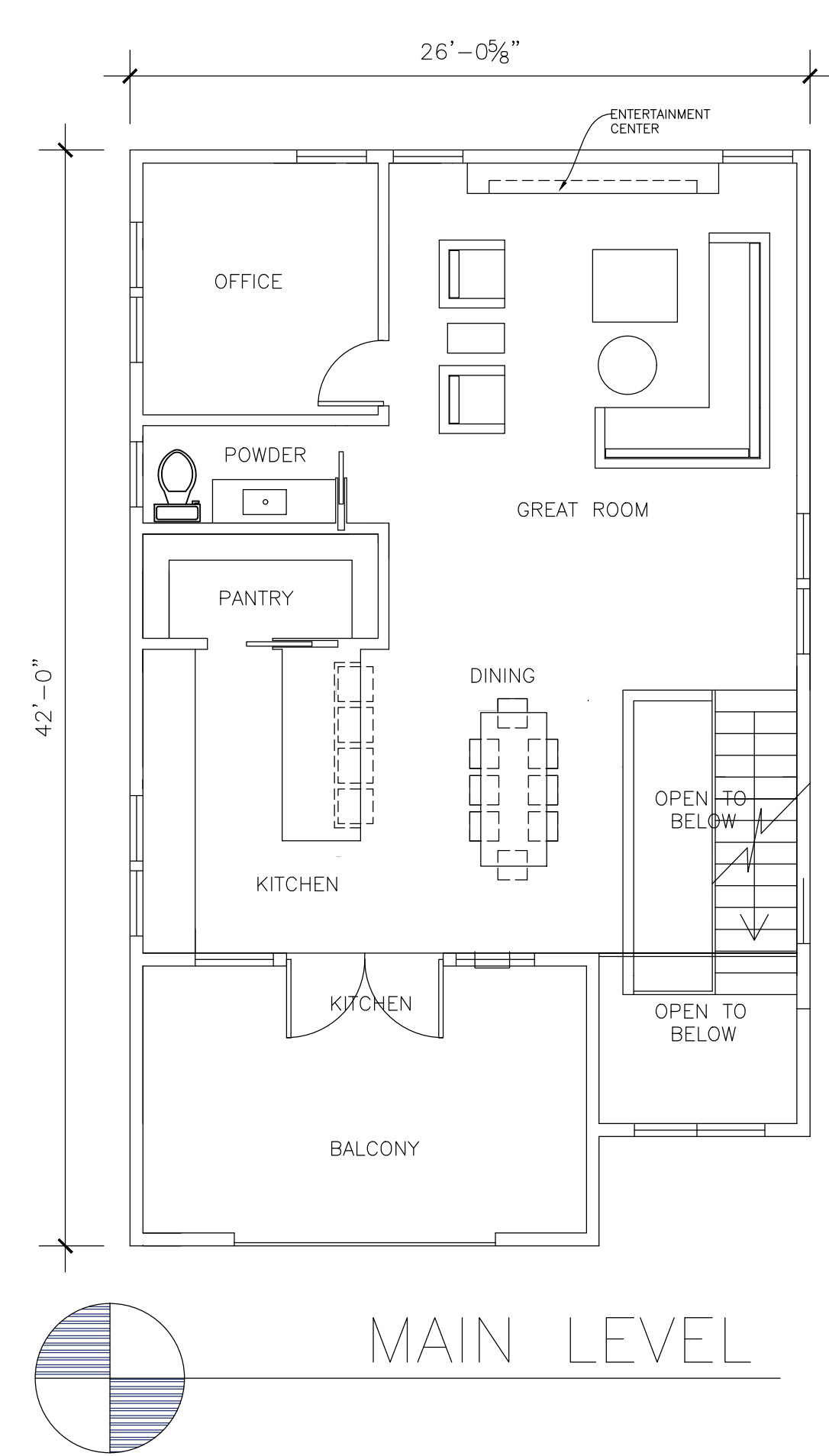
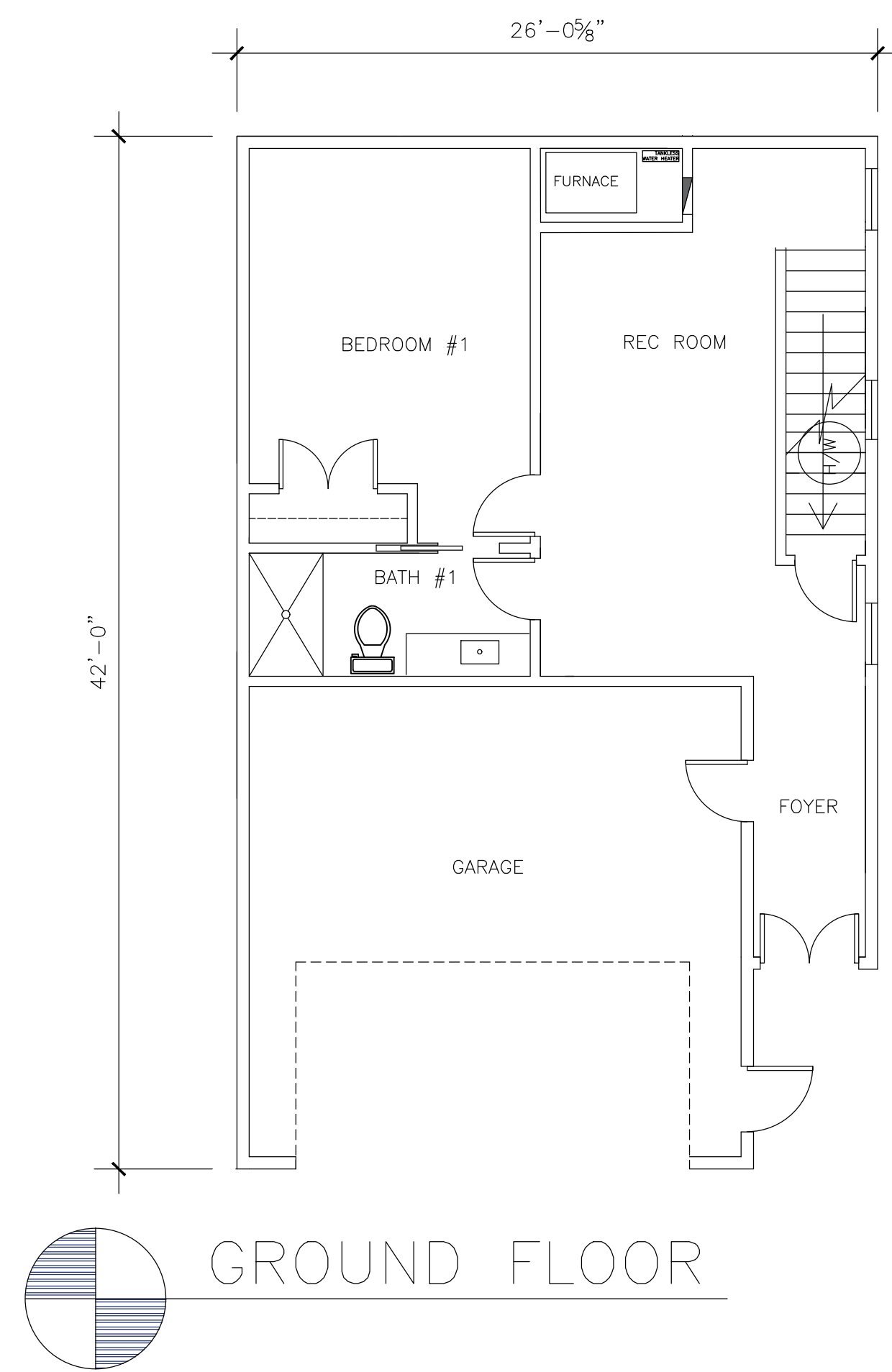
The following departments/divisions had no issues or concerns regarding the requested rezoning:

- Public Works, Police, and Building Inspector. The fire department expressed concern about the design based on water availability, road width and accessibility.

Staff Recommendation

The requested rezoning from RS (Single-Family Residential) to RM (Residential Multi-family) zoning category would allow for the property to be developed and result in an increase in the tax base in the city. The property if rezoned and developed would be a transitional use between the two current uses, industrial and residential single family. The proposed amendment will not cause an adverse impact on the surrounding community. **Staff recommends Approval of the rezoning request** along with the following conditions:

1. Scott Road shall be improved to city standards prior to development.
2. All buildings shall be constructed of brick, stone, wood, stucco, or any combination thereof.
3. There shall be differential architectural features between units, no adjacent units shall have the same design characteristics or features or identical.
4. Each unit shall provide 2-car garages.
5. Adhere to the buffer standards as specified in the current code between industrial and residential development.
6. Any deviations from the conditions shall be approved by the Planning Commission.



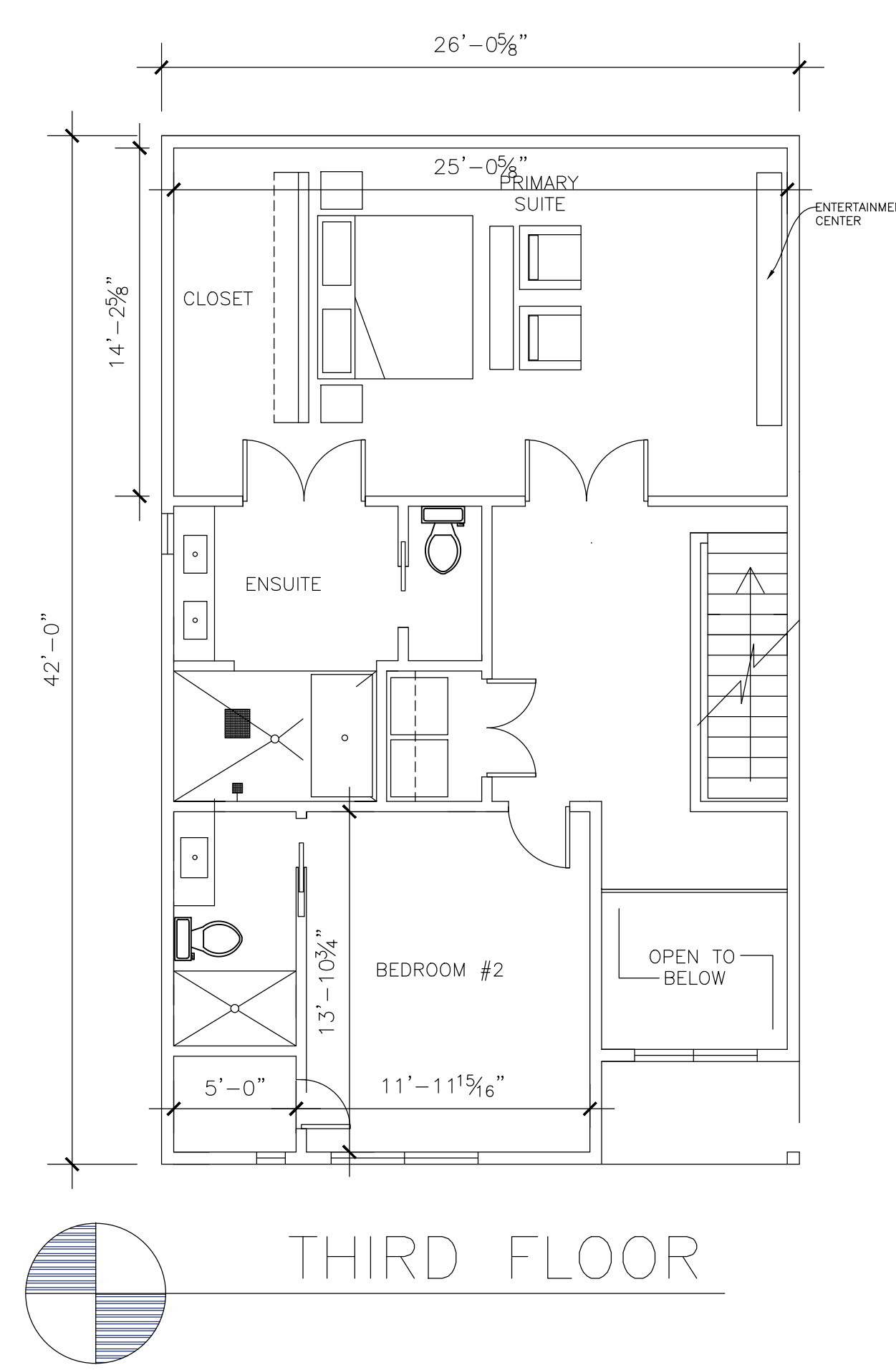
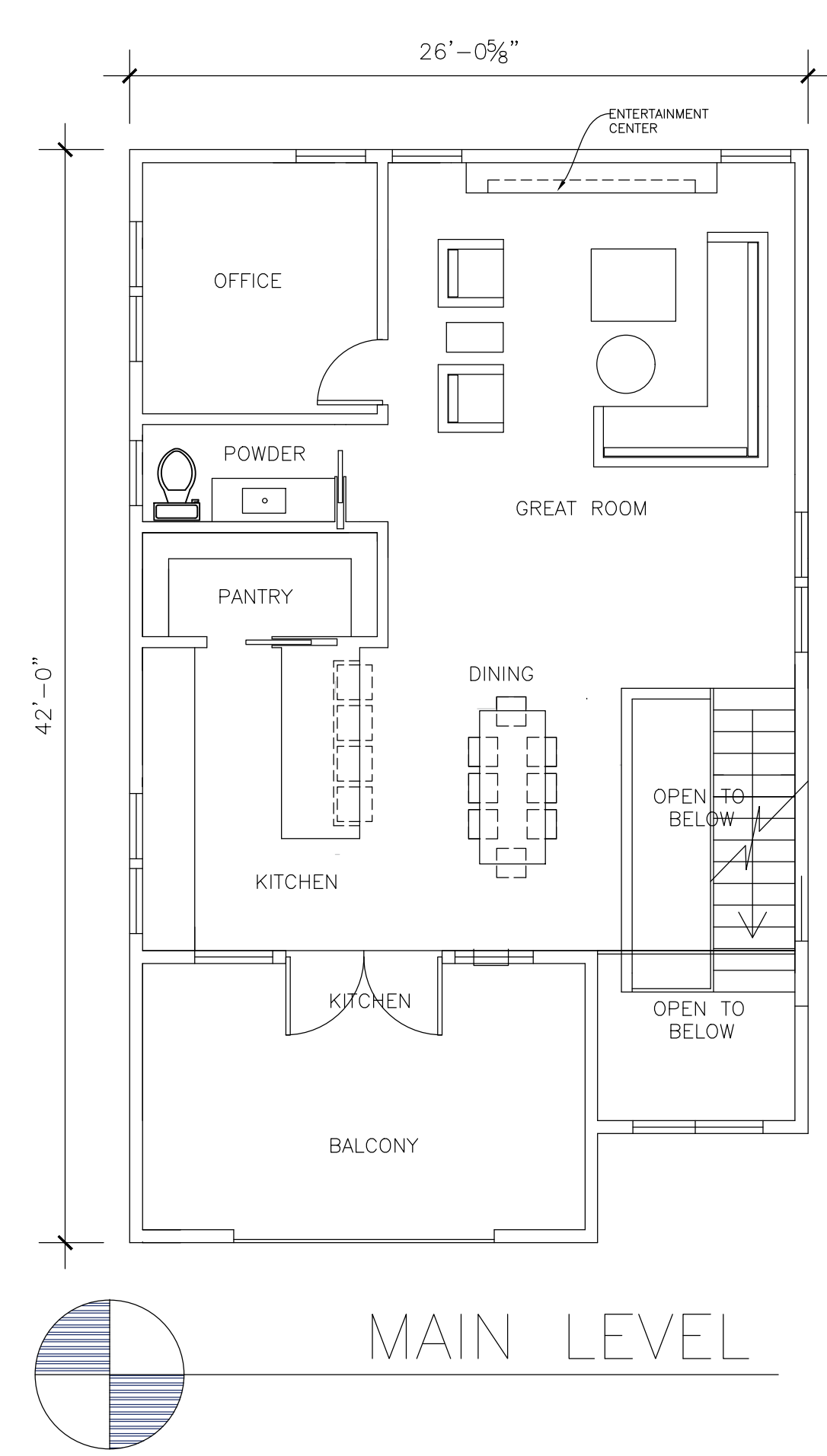
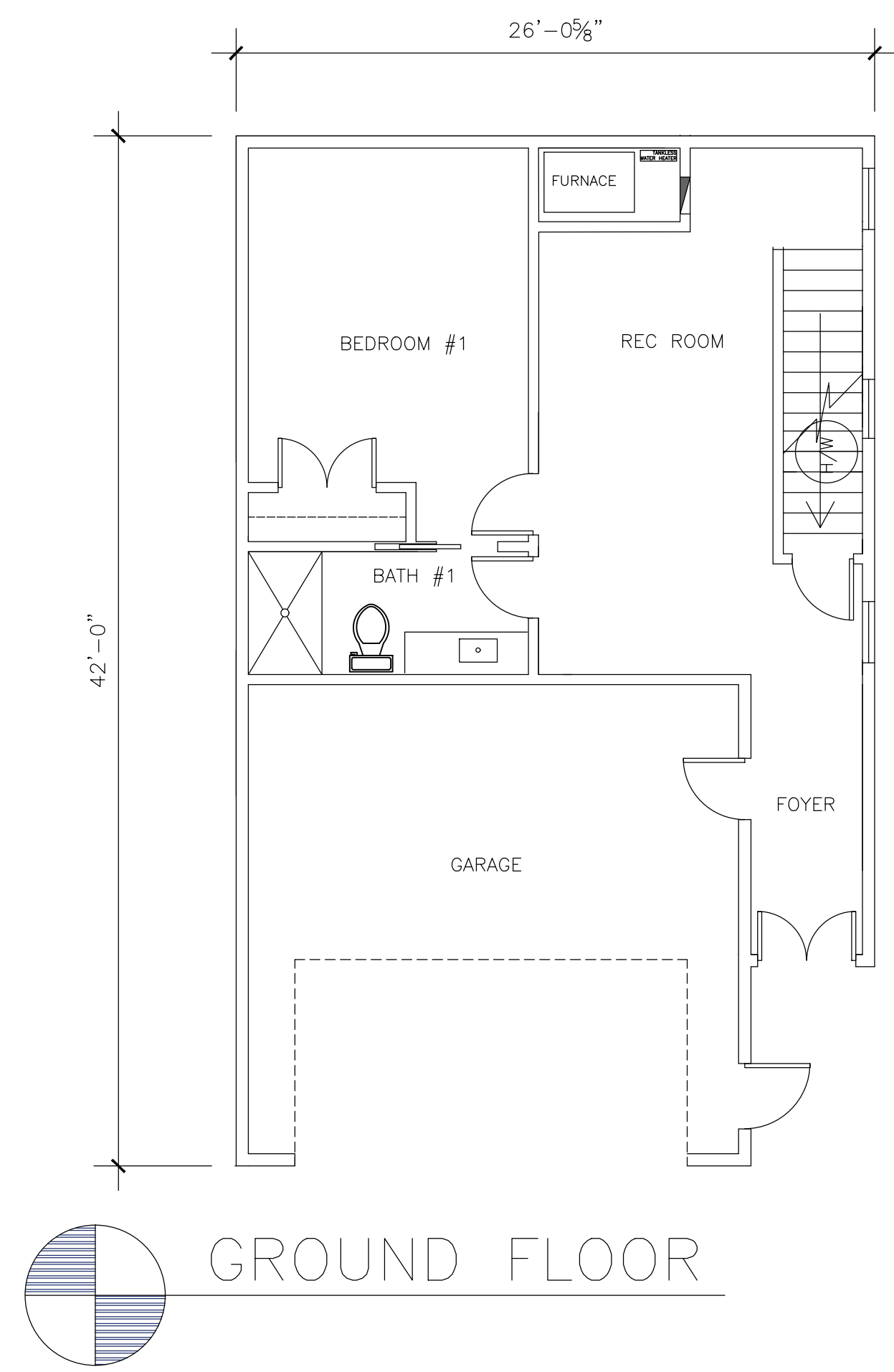
Warren Delley
Principal

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 warren@cawerks.com

300 Colonial Center Parkway, Suite 1
 Roswell, Georgia 30076

Cantilever Architectural www.cantileverarchitectural.com

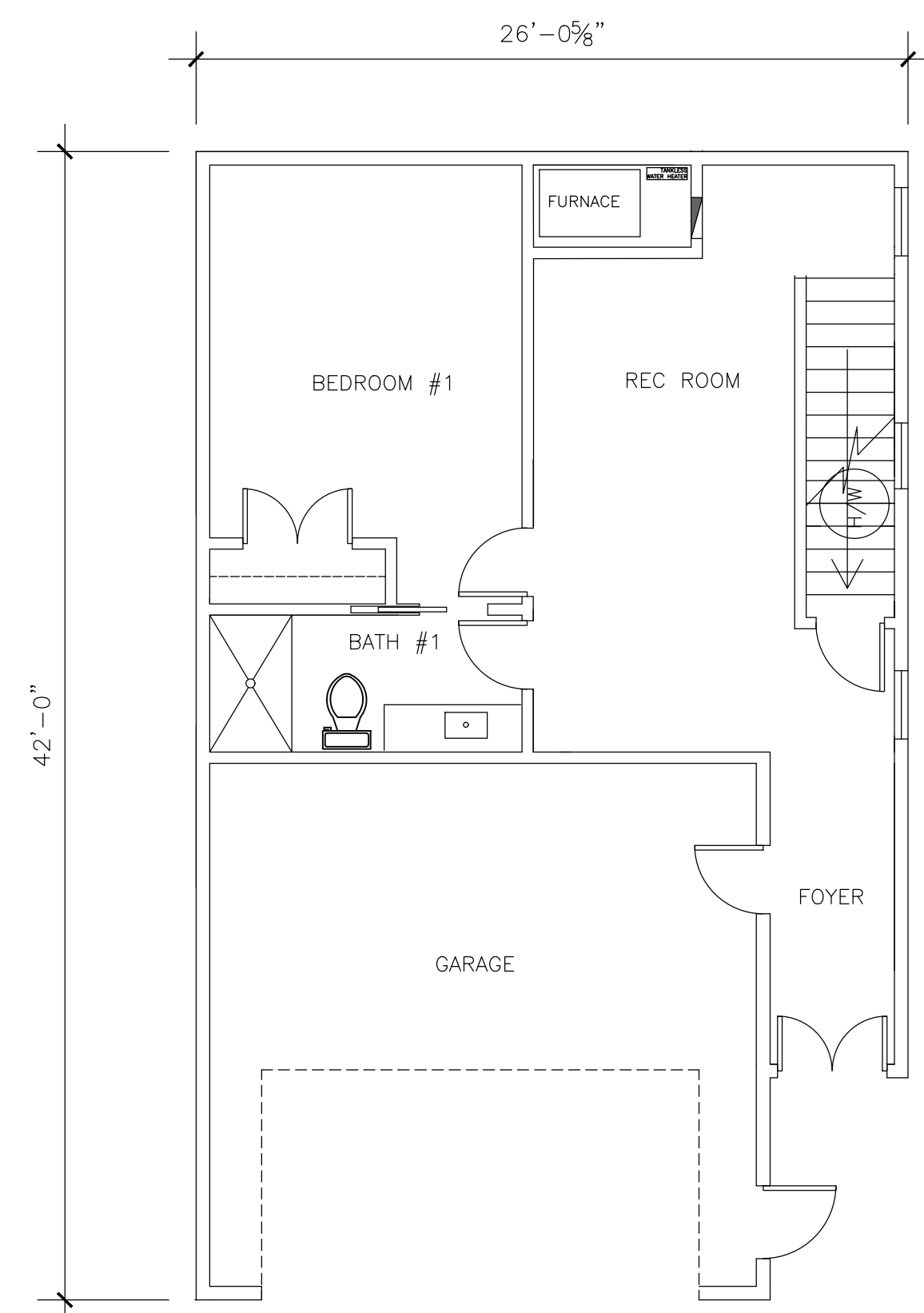
DIVINE DREAM HOMES



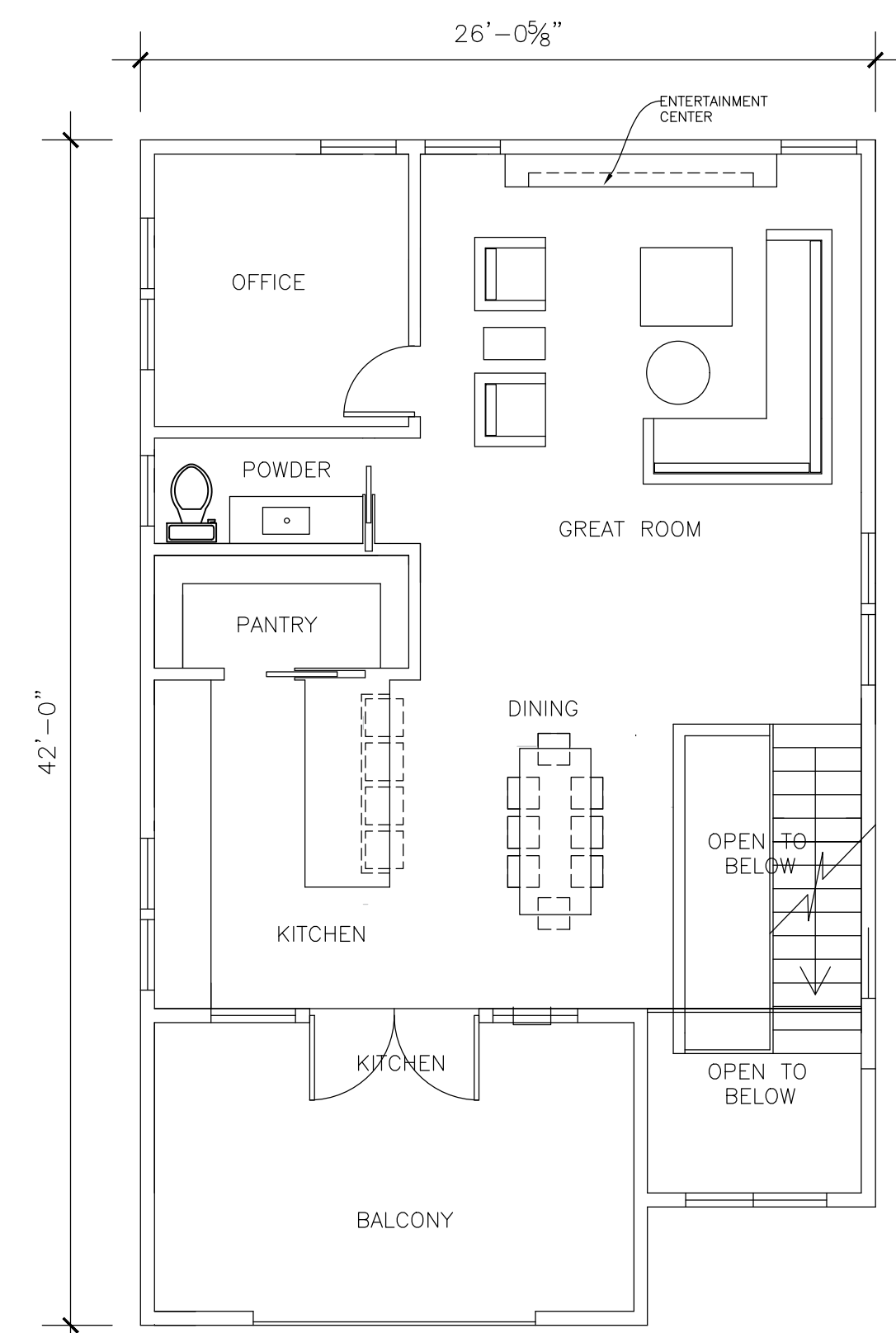
6 UNIT TOWNHOME

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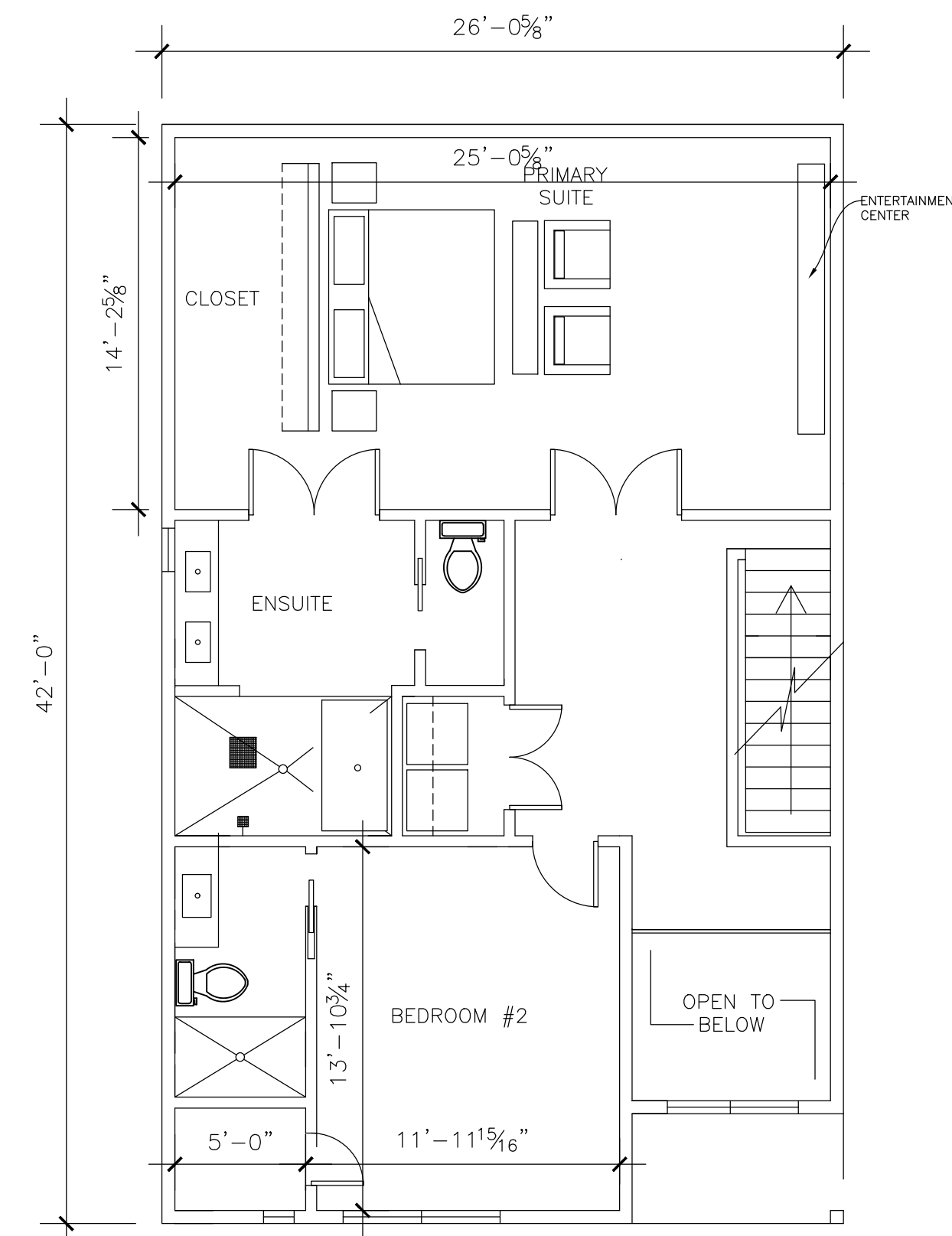
DIVINE DREAM HOMES



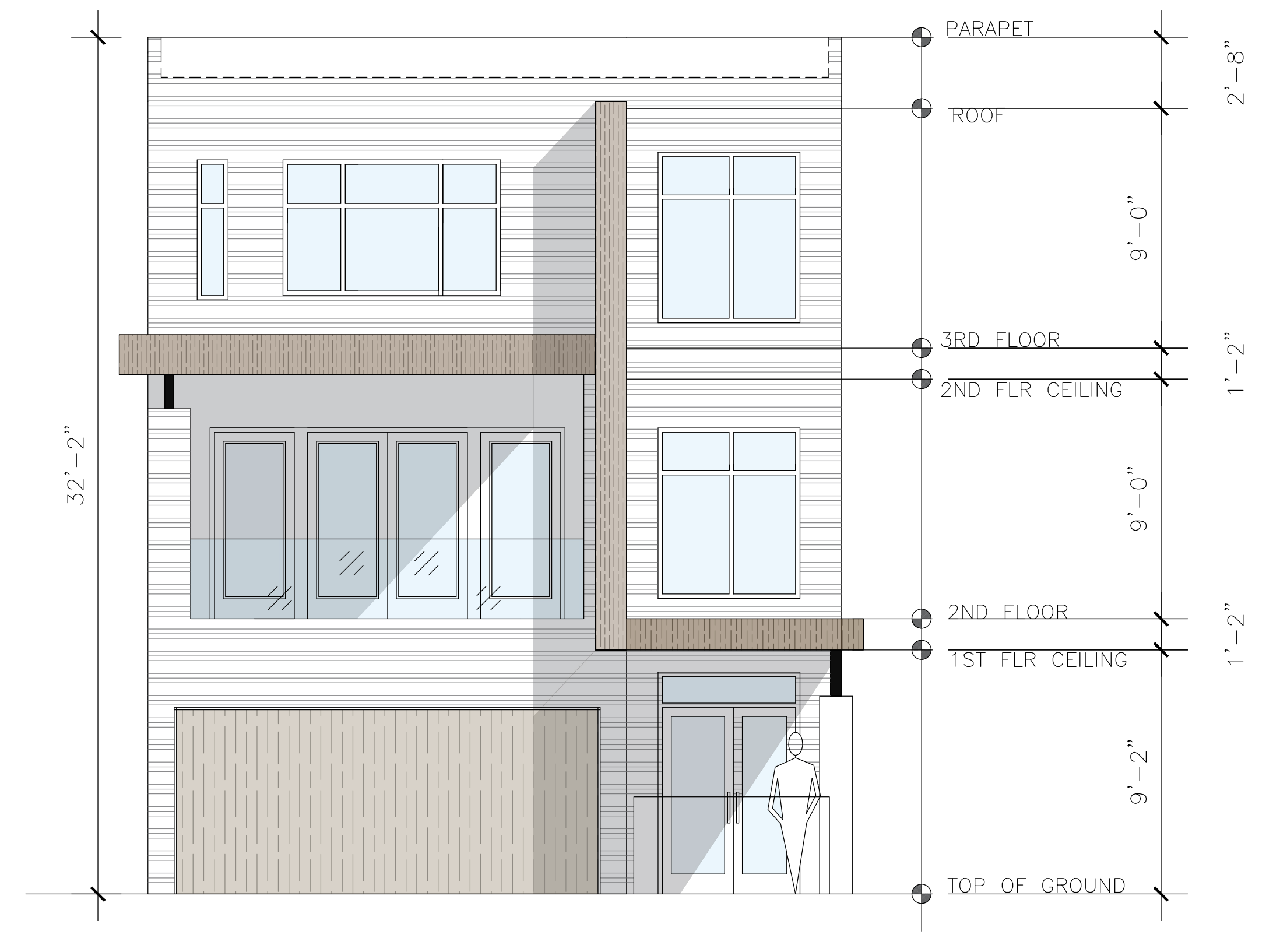
GROUND FLOOR



MAIN LEVEL



THIRD FLOOR



SINGLE UNIT

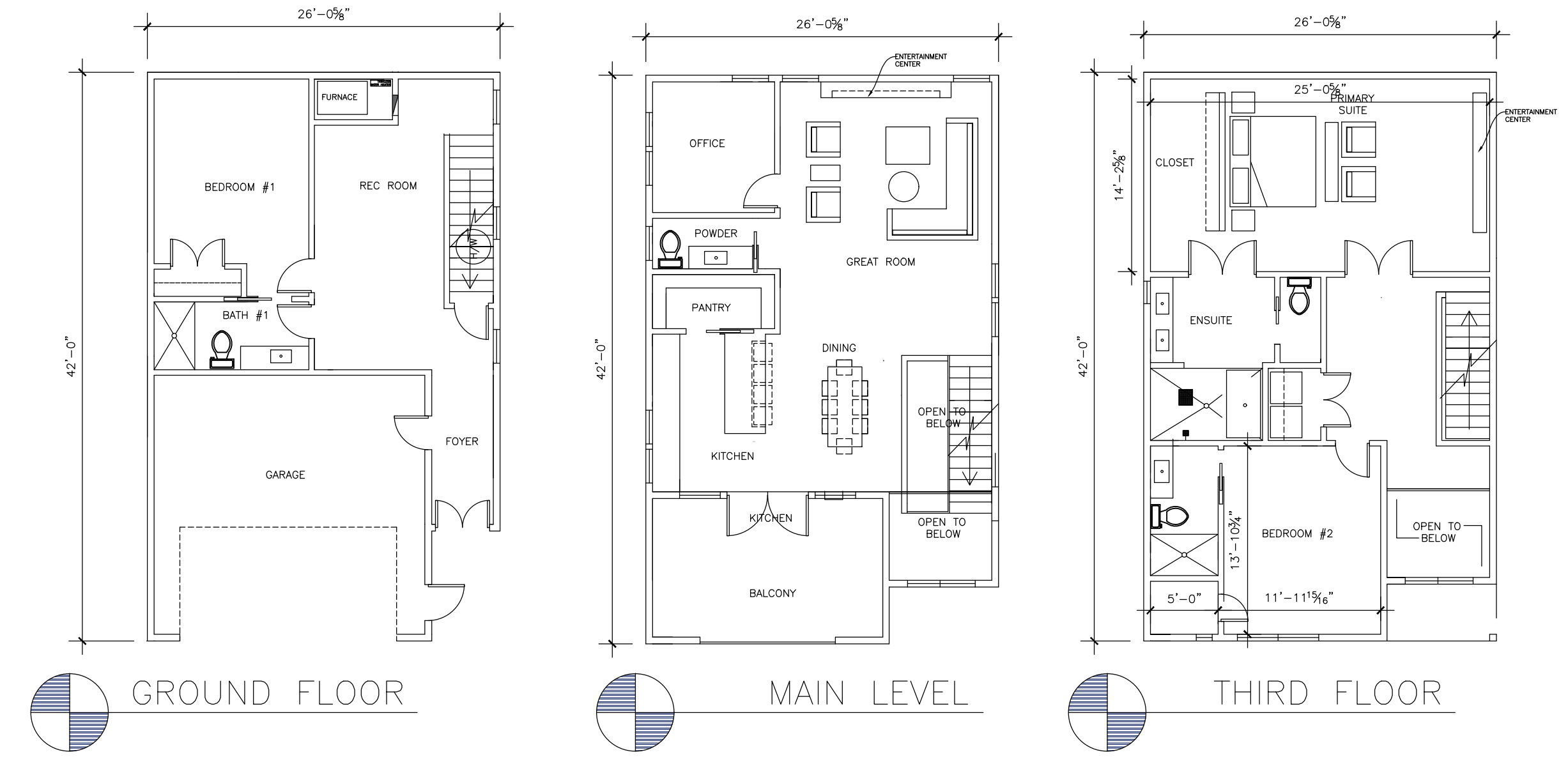
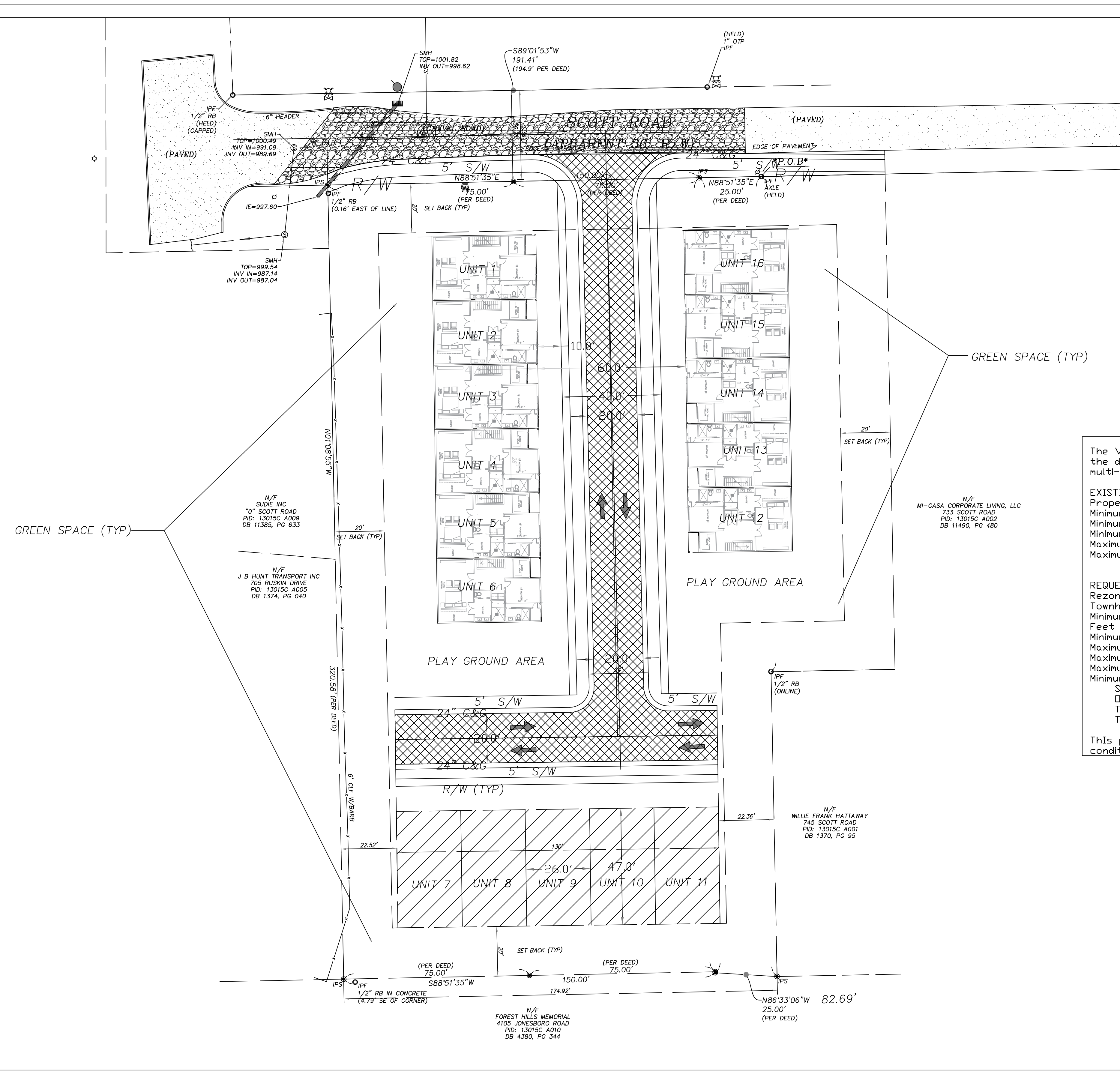


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Cantilever Architectural

DIVINE DREAM HOMES

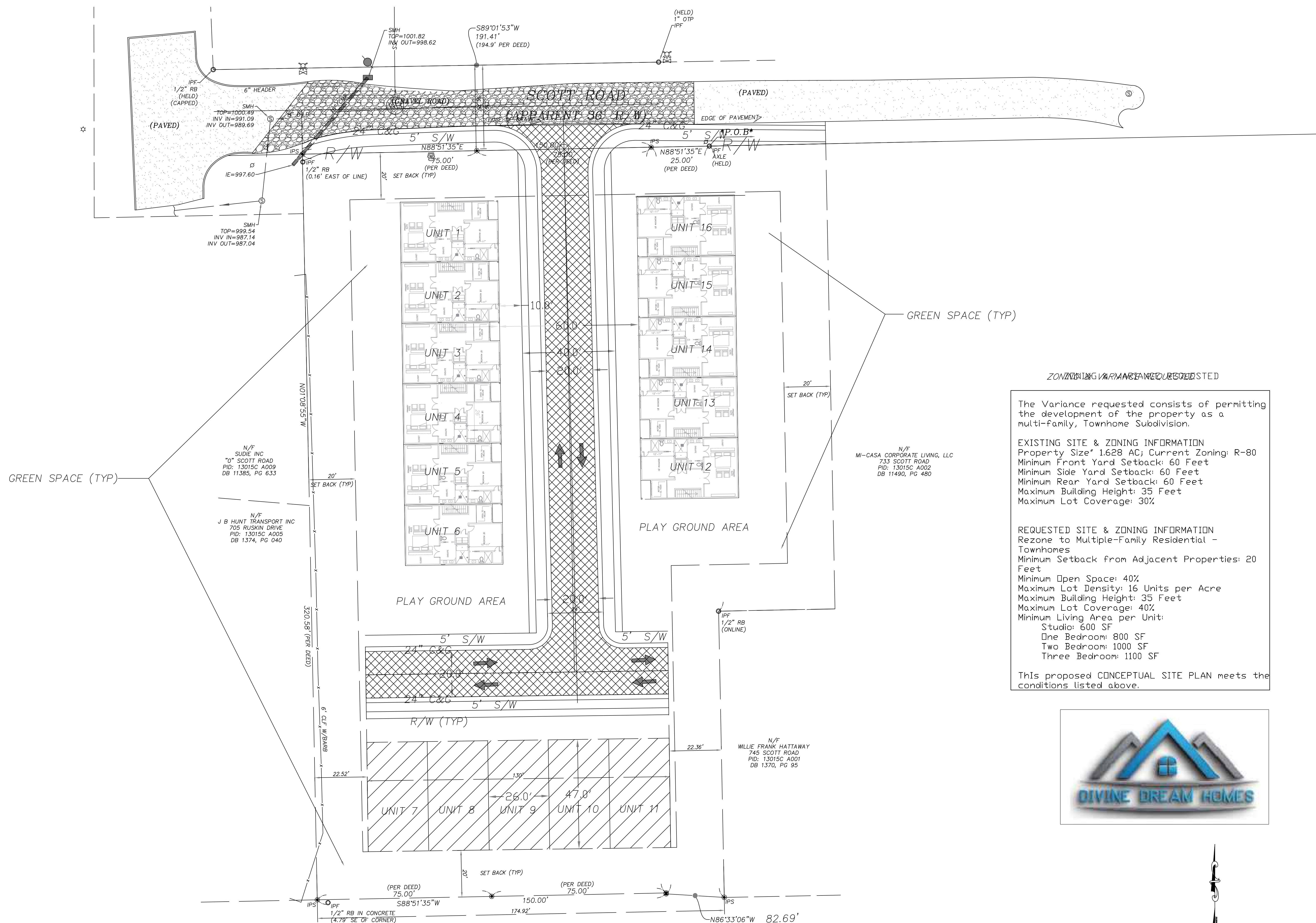


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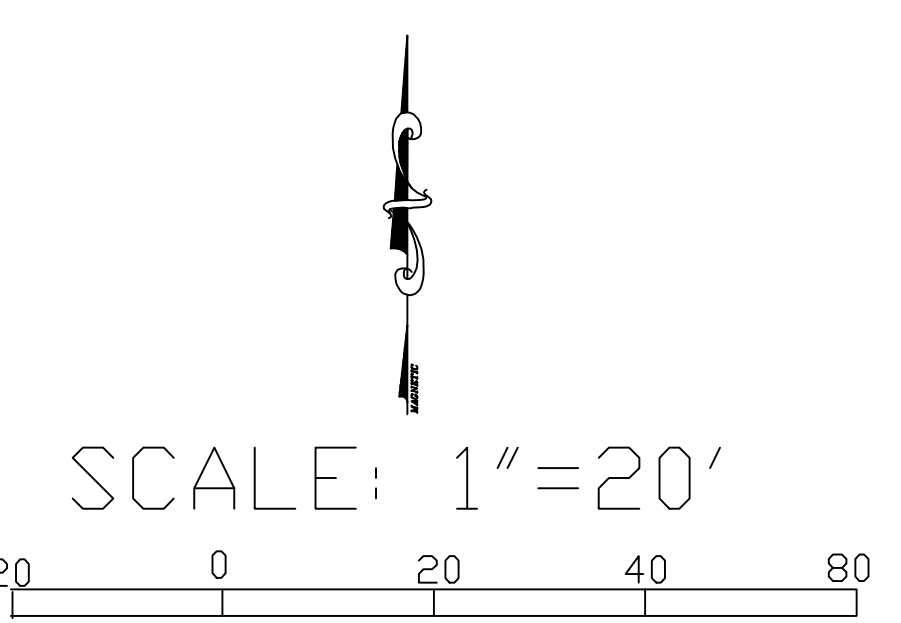
ZONING VARIANCE REQUESTED

The Variance requested consists of permitting the development of the property as a multi-family, Townhome Subdivision.

EXISTING SITE & ZONING INFORMATION
 Property Size: 1.628 AC; Current Zoning: R-80
 Minimum Front Yard Setback: 60 Feet
 Minimum Side Yard Setback: 60 Feet
 Minimum Rear Yard Setback: 60 Feet
 Maximum Building Height: 35 Feet
 Maximum Lot Coverage: 30%

REQUESTED SITE & ZONING INFORMATION
 Rezone to Multiple-Family Residential - Townhomes
 Minimum Setback from Adjacent Properties: 20 Feet
 Minimum Open Space: 40%
 Maximum Lot Density: 16 Units per Acre
 Maximum Building Height: 35 Feet
 Maximum Lot Coverage: 40%
 Minimum Living Area per Unit:
 Studio: 600 SF
 One Bedroom: 800 SF
 Two Bedroom: 1000 SF
 Three Bedroom: 1100 SF

This proposed CONCEPTUAL SITE PLAN meets the conditions listed above.



FP City Council
July 17th

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

NOTICE IS HEREBY GIVEN: The City of Forest Park City Council 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 **Monday, July 17, 2023, at 7:00 p.m.** at Forest Park City Hall, Council Chambers, 745 Forest Parkway, Forest Park, GA 3029.

CUP-2023-04 Conditional Use for 5370 Ash St., Parcel # **13079D G010** Forest Park, Georgia. The applicant, Cynthia Waters, is requesting a conditional use permit to allow a youth performing arts facility, rehabilitation group home for teens, summer camp, health clinic and an adult education program in a church within the Single-Family residential District (RS).

CUP-2023-05 Conditional Use for 4140 Jonesboro Rd., Parcel # **13015D C007** Forest Park, Georgia. The applicant, Gerald Tirella, is requesting a conditional use permit to allow a 6,152-sf renovation of the rear of the International Discount Mall to build self-storage units, to be rented by existing mall tenants and the general public.

RZ-2023-01-Rezoning for Parcel # **13015C A006**, 0 Scott Road, Forest Park, Georgia. The applicant, Divine Dream Homes ATL, LLC, is requesting to rezone 1.69 acres from RS (Single-Family Residential) to RM (Multi-family Residential) to build townhomes.

RZ-2023-02-Rezoning for Parcels # **13015C A003, 13015C A009, and 13015C A002**, 0 Scott Road, Forest Park, Georgia. The applicant, Divine Dream Homes ATL, LLC is requesting to rezone 1.629 acres from RS (Single-Family Residential) to RM (Multi-family Residential) to build townhomes.

RZ-2023-03-Rezoning for 4233 Thurman Rd., Parcel # **13017A B014**, Forest Park, Georgia. The applicant, KINH Enterprises Inc. is requesting to rezone 0.287 acres from RS (Single-Family Residential) to GC (General Commercial) to rebuild a convenience store.

LaShawn Gardiner, Director
Planning & Community Development Department
404-366-4720
9003-351134
6/28/7/5,12,2023

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

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LaShawn Gardiner, Director
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404-366-4720
9003-351134
6/28/7/5,12,2023

The Clayton County Water Authority will open sealed proposals from qualified vendors via a Virtual Teams Meeting on **Thursday July 20, 2023, at 2:00 p.m. local time** for the:

Annual Contract for Mitigation Services

Any proposals received after this date and time will be considered non-responsive.

A Non-Mandatory Pre-Pro

High School)
9020-348264,
6/7,14,21,28,7/5,2023

Request for Proposals RFP No. 018-23

Clayton County Public Schools is seeking Requests for Proposals from prequalified Construction Management at Risk firms for the Riverdale Early Learning Center located at 6830 Camp Street, Riverdale, GA 30296.

Only prequalified firms can submit proposals.

The proposed project scope of work consists of, but not limited to the following:

The new construction 500 capacity pre-kindergarten facility will include a 2 story Administration wing that will contain offices and conference rooms. 4 classroom pods that will consist of 8 classrooms and a collaboration space. A media center, STEM lab, play, art and music rooms, a fully functional kitchen and cafeteria. On-site parking, bus and parent drop-offs. Outdoor playgrounds and lawn learning areas.

The Pre-Proposal Meeting is mandatory for all Pre-qualified Firms and will be held at 218 Stockbridge Road, Jonesboro, GA 30236 at 2 pm on June 14, 2023. Any Firm that fails to attend the mandatory Pre-Proposal Meeting shall not be permitted to submit a proposal on the project.

The proposed project scope of work consists of, but not limited to the following:

The new construction 500 capacity pre-kindergarten facility will include a 2 story Administration wing that will contain offices and conference rooms. 4 classroom pods that will consist of 8 classrooms and a collaboration space. A media center, STEM lab, play, art and music rooms, a fully functional kitchen and cafeteria. On-site parking, bus and parent drop-offs. Outdoor playgrounds and lawn learning areas.

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Only prequalified firms can submit proposals.

Proposal submission Deadline: July 10, 2023 at 3:00 pm.

CCPS will only accept online submissions for this RFP.

Firms must register in Bonfire as a vendor at: <https://claytonk12ga.bonfire.com/portal/?tab=login> in order to submit a proposal prior to the submission deadline.

Proposals and all required forms must be fully completed and submitted in ink and

to make immediate payment to the undersigned, this 11th day of May, 2023.

This 18th day of May, 2023

Glenn A. Townsend, Executor of the Estate of Edwin C. Allman, deceased
c/o Daniel C. Haygood Attorney at Law
Two South Main Street Suite C
P.O. Box 207
Watkinsville, Georgia 30677
9025-348794
6/14,21,28,7/5,2023

GDP2952 spn07 Notice to debtors and creditors

All Creditors of the Estate of Shirley Jean Short, late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payment.

This 5 day of July, 2023.
Catherine L. Shepard & Cynthia J. Roisky, co-Executrix Estate of Shirley Jean Short
3055 Arden Way, Snellville, Gwinnett, GA 30039
125 NW 13th Street, Oak Island, Brunswick, NC 29445
7/5,12,19,26,2023

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA, COUNTY OF CLAYTON

All creditors of the estate of IRENE FRANKS, Estate number 2022-0171E, deceased, late of Clayton County, Georgia are hereby notified to render their demands by filing same with the Probate Court of Clayton County, 121 S. McDonough Street, Bldg 3, Jonesboro, Georgia, 30236 according to law, and all persons indebted to said Estate are required to make immediate payment to the undersigned.

This the 13th day of June, 2023.

/s/ TED N. ECHOLS, ESQ.
Attorney
ECHOLS LAW GROUP, P.C.
505 Corporate Center Dr., Ste 106 Stockbridge, GA 30281
9025-349682,
6/21,28,7/5,12,2023

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA, COUNTY OF CLAYTON

All creditors of the estate of JACQUELINE REGINA POTTS, Estate number 2023-0430E, deceased, late of Clayton County, Georgia are hereby notified to render their demands by filing same with the Probate Court of Clayton County, 121 S. McDonough Street, Bldg 3, Jonesboro, Georgia, 30236 according to law, and all persons indebted to said Estate are required to make immediate payment to the undersigned.

This the 8th day of June, 2023.

/s/ Christopher J. Horton, Attorney
CHRISTOPHER J. HORTON, ESQ.
ECHOLS LAW GROUP, P.C.
505 Corporate Center Dr., Ste 106 Stockbridge, GA 30281
9025-349456.

File Attachments for Item:**3. Council Discussion and Approval for Rezoning from RS to RM- Scott Rd. (RZ-2023-02)– Planning & Community Development****Background/History:**

The applicant is requesting to rezone the subject property from RS (Single Family Residential) to RM (Multi-Family Residential). The property is currently wooded and undeveloped. Three single-family homes are currently located on Scott Road. Surrounding land uses include light industrial, west, and single-family residential north, south and east of the subject property. The intent is to build 16 townhouses on the property. **The Planning Commission recommended to Approve the Rezoning from RS to RM with the following conditions:** 1. Scott Road shall be improved to city standards prior to development, (2) All buildings shall be constructed of brick, stone, wood, stucco or any combination thereof, (3) There shall be different architectural features between units, no adjacent units shall have the same design characteristics, features or identical, (4) Each unit shall provide 2-car garages, (5) Adhere to the buffer standards as specified in the current code between industrial and residential development, (6) There shall be only 4 rental units on this parcel, and rental units shall be distributed throughout various buildings of the development so that rental units are not segregated in one building; (7) Any deviations from the conditions shall be approved by the Planning Commission. **This item was tabled on 7/17/2023 and is back up for discussion.**



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Rezoning from RS to RM- Scott Rd.(RZ-2023-02)– Planning & Community Development

Submitted By: LaShawn Gardiner

Date Submitted: June 20, 2023

Work Session Date: August 7, 2023

Council Meeting Date: August 7, 2023

Background/History:

The applicant is requesting to rezone the subject property from RS (Single Family Residential) to RM (Multi-Family Residential). The property is currently wooded and undeveloped. Three single-family homes are currently located on Scott Road. Surrounding land uses include light industrial, west, and single-family residential north, south and east of the subject property. The intent is to build 16 townhouses on the property. **The Planning Commission recommended to Approve the Rezoning from RS to RM with the following conditions:** 1. Scott Road shall be improved to city standards prior to development, (2) All buildings shall be constructed of brick, stone, wood, stucco or any combination thereof, (3) There shall be different architectural features between units, no adjacent units shall have the same design characteristics, features or identical, (4) Each unit shall provide 2-car garages, (5) Adhere to the buffer standards as specified in the current code between industrial and residential development, (6) There shall be only 4 rental units on this parcel, and rental units shall be distributed throughout various buildings of the development so that rental units are not segregated in one building; (7) Any deviations from the conditions shall be approved by the Planning Commission. **This item was tabled on 7/17/2023 and is back up for discussion.**

Cost: \$ n/a

Budgeted for: _____ Yes _____ No

Financial Impact: N/A

No Financial impact.

Action Requested from Council:

Approve the Rezoning from RS (Single Family Residential) to RM (Multi-Family Residential)

STAFF REPORT
Planning Commission Meeting: June 15, 2023
City Council Meeting: August 7, 2023

Case: RZ-2023- 02

Current Zoning: RS- Single Family Residential

Proposed Request: Rezone property from RS (Residential Single-Family) to RM (Residential Multi-Family)

Staff Report Compiled By: LaShawn Gardiner

Staff Recommendation:

APPLICANT INFORMATION

Owner of Record: Divine Dream Homes ATL	Applicant: Divine Dream Homes ATL
Address: 2486 Moreland Ave.	Address: 2486 Moreland Ave.
City/State: Atlanta, GA 30315	City/State: Atlanta, GA 30315

PROPERTY INFORMATION

Parcel Numbers: 13015C A003,13015C A009 13015C A002	Acreage: 1.628
Address: 0 Scott Road	FLU: Industrial

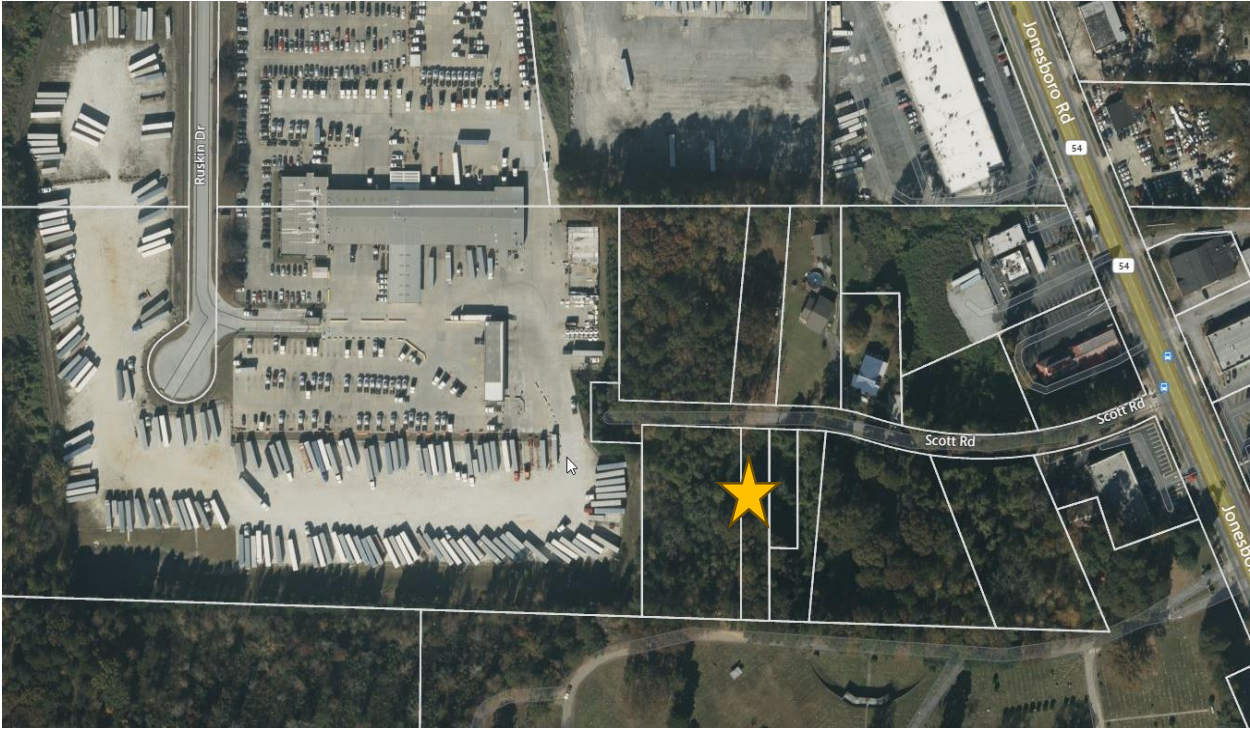
SUMMARY & BACKGROUND

The subject property is located at 0 Scott Road. The parcel numbers are 13015C A0063, 13015C A009, and 13015C A002. The subject parcels are currently zoned RS (Single-Family Residential). The property is currently wooded and undeveloped. The applicant’s request is to rezone the property from RS (Single-Family Residential) to RM (Multi-family Residential). The parcel is 1.628 acres.

The applicant is requesting to rezone the property from RS (Single-family residential) to RM (Multi-family residential) with the intent to build 16 townhomes.

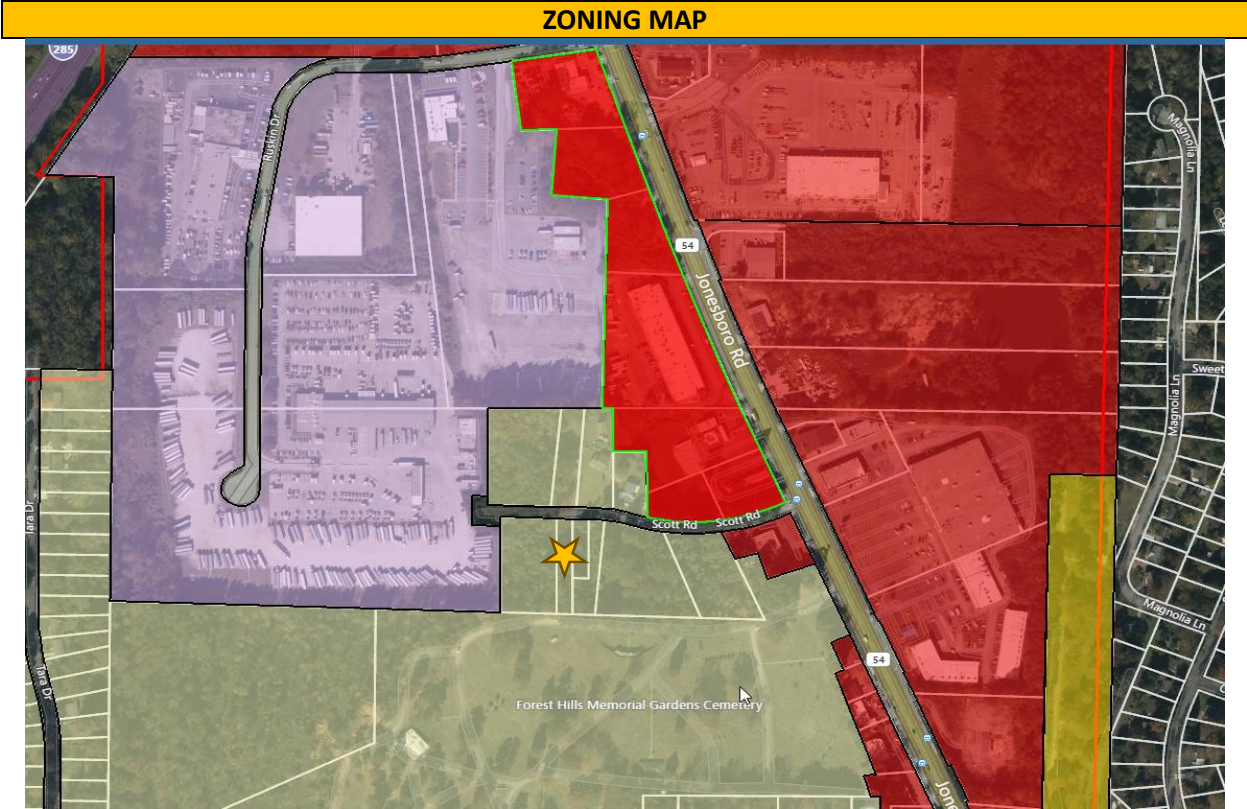
The future land use designates the subject property as industrial.

AERIAL MAP



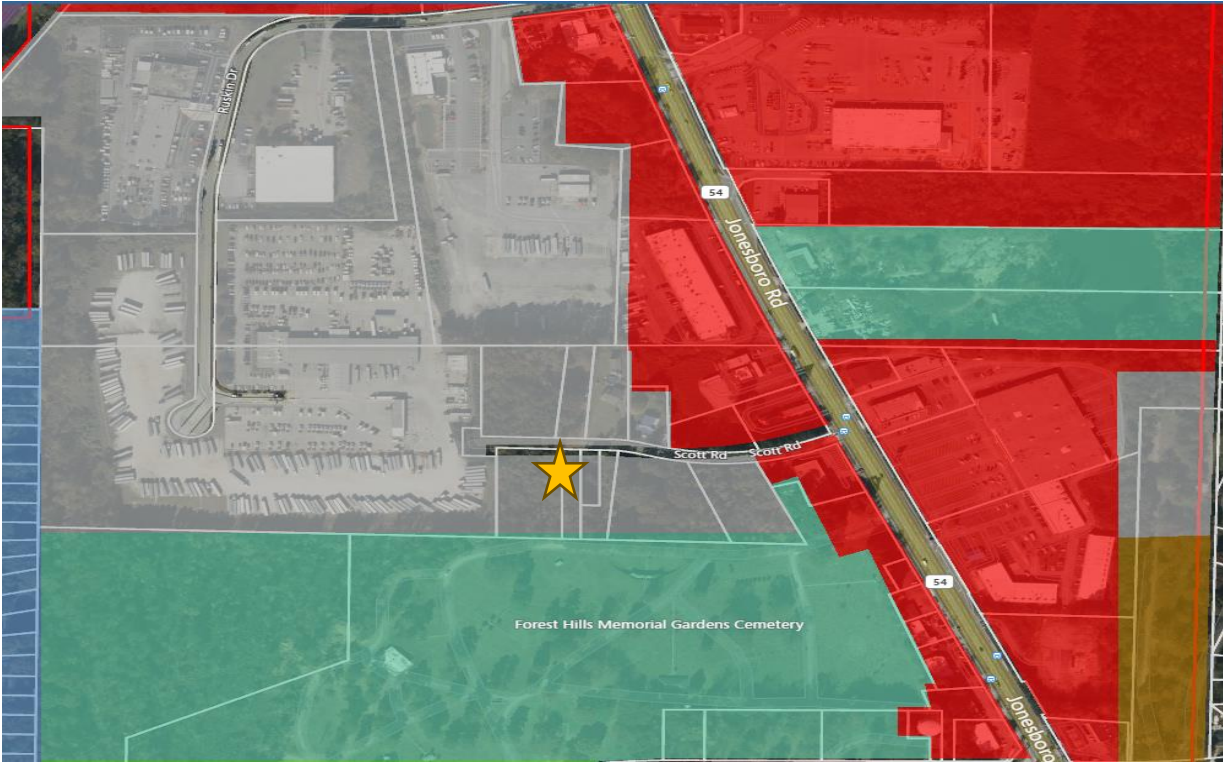
ZONING CLASSIFICATION OF CONTIGUOUS PROPERTIES

North	RS (Single-Family Residential)	East	RS (Single Residential)
South	RS (Single Family Residential)	West	LI (Light Industrial) & RS (Single-Family Residential)



Current Zoning: RS

FUTURE LAND USE MAP



Future Land Use: Institutional
Surrounding Properties



3 Single Family Homes Across the Road

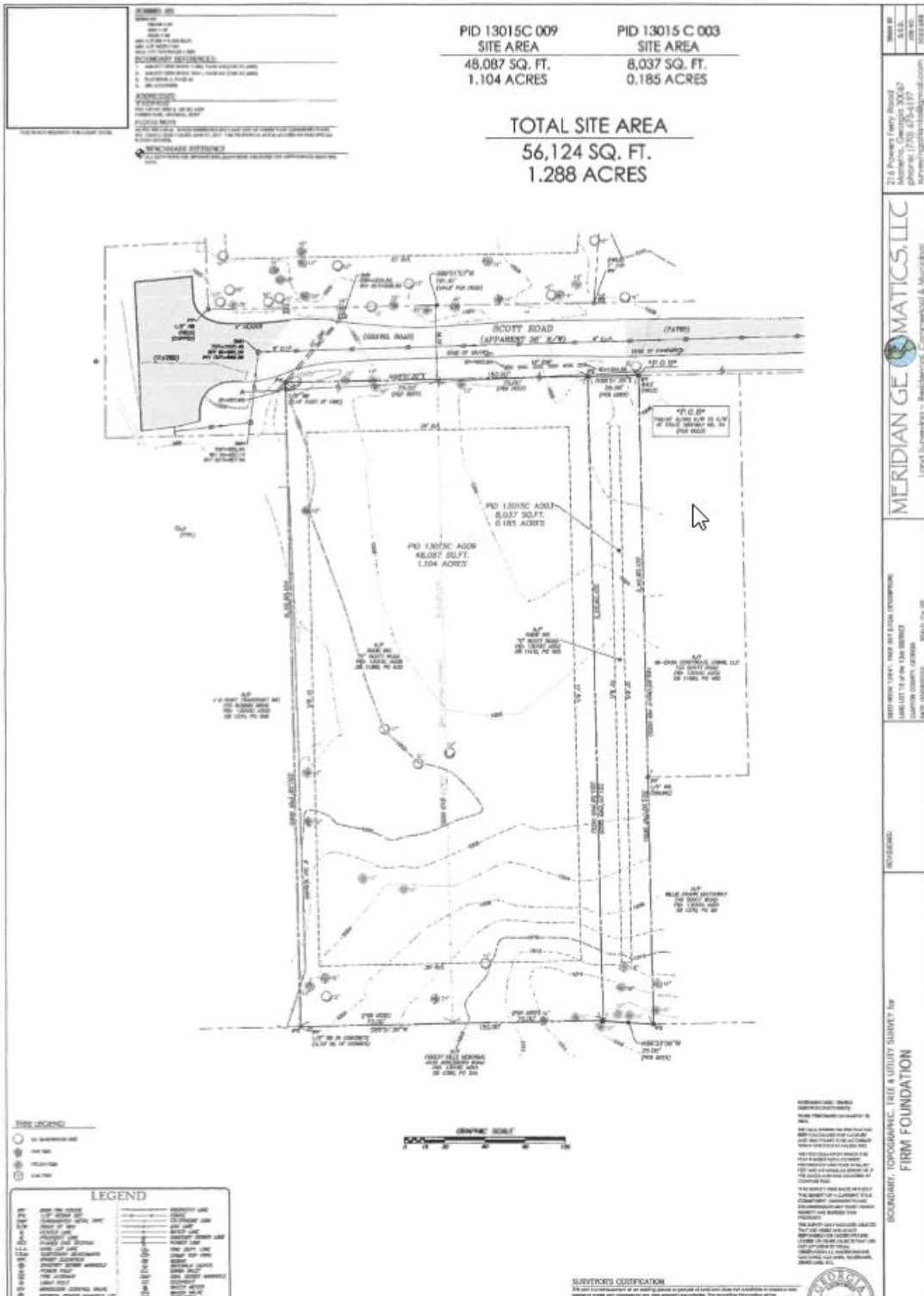


Vacant, wooded parcel North of parcel 13015C A009

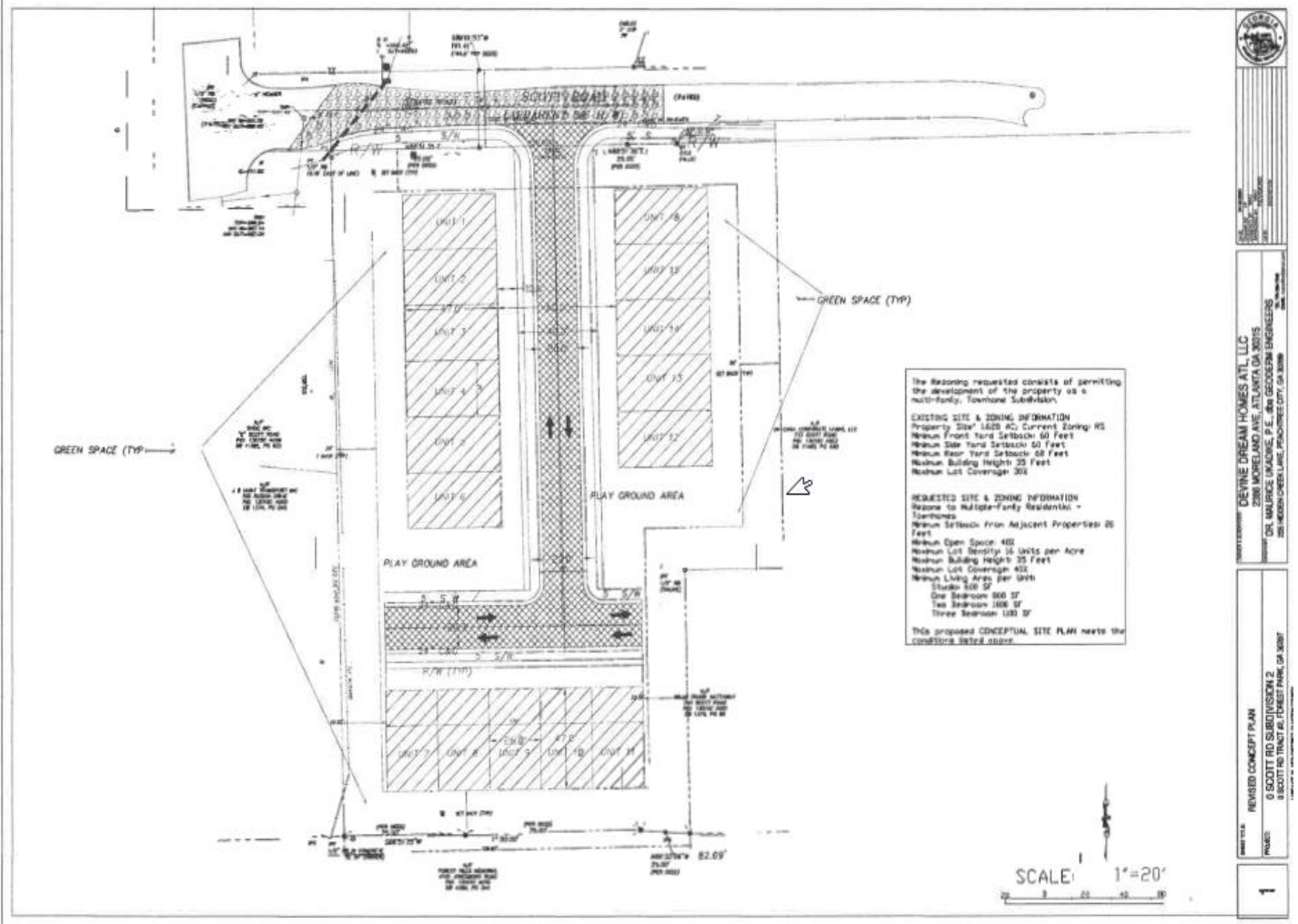


J.B. Hunt Trucking West of parcel 13015C A009

BOUNDARY SURVEY



SITE PLAN



DEVINE DREAM HOMES, LLC
 2086 MORELAND AVE. ATLANTA, GA 30315
 DR. MALCOLM MALONE, P.E. AND GEORGE ENGELBERG
 2000 MORRIS CREEK LANE, POWDER SPRING, GA 30127

REVISION CONCEPT PLAN
 0 SCOTT RD SUBDIVISION 2
 0 SCOTT RD TRACT #4, FOREST PARK, GA 30057

CONCEPT PLAN



This site plan including measurements and dimensions are approximate and for illustrative purposes only. BoxBrownie.com gives no guarantee, warranty or representation as to the accuracy and layout. All enquiries must be directed to the agent, vendor or party representing the site plan.

Scott Road Forest Park, GA

Impact Summary

Would the proposed amendment be consistent and compatible with the city's land use and development, plans, goals, and objectives: Yes No *The subject property is flanked by industrial zoned property to the west and residential zoned property north, east, and south. Forest Hills Memorial Garden Cemetery is south of the property and is zoned residential.*

Would the proposed amendment tend to increase, to decrease, or to have no impact on traffic safety and congestion in the streets? Increase Decrease No Impact *Currently, there are only 3 homes on Scott Road. The construction of additional homes will result in an increase in traffic. Scott Road is an existing road and is below city standards and two-way traffic flow is at a minimum.*

Would the proposed amendment tend to increase, to decrease, or to have no relationship to safety from fire

and other dangers? **Increase** **Decrease** **No Relationship** *Safety would be a concern for fire due to design of roadway and traffic circulation in and out of the property.*

Would the proposed amendment tend to promote, to diminish, or to have no influence on the public health and general welfare of the city? **Promote** **Diminish** **No Influence**

Would the proposed amendment tend to increase, to decrease or to have no influence on the adequacy of light and air? **Promote** **Diminish** **No Influence**

Would the proposed amendment tend to cause, to prevent, or to have no influence on the overcrowding of land? **Cause** **Prevent** **No Influence** *The proposed amendment could potentially cause overcrowding on the property. Currently the ordinance encourages only 16 units per acre in RM zoned districts. The applicant is proposing to construct 16 townhouses on this tract of property.*

Would the proposed amendment tend to cause, to prevent, or to have no relationship on the population distribution within the city, thus creating any area as dense in population as to adversely affect the health, safety, and general welfare of the city? **Cause** **Prevent** **No Relationship**

Would the proposed amendment tend to impede, to facilitate, or to have no impact on the adequate provision of transportation, water, sewerage, other public services, utilities or facilities?

Impede **Facilitate** **No Impact** *The circulation and the increase of traffic could potentially impact transportation on Scott Road.*

Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties? **Yes** **No** *There are no known contributing factors that will affect the value, use and enjoyment of surrounding properties, however the roadway is substandard. Any development on subject property would negatively impact the flow of traffic for the existing three homes.*

Would the proposed amendment tend to promote, to diminish, or to have no influence upon the aesthetic effect of existing and future uses of the property and the surrounding area?

Promote **Diminish** **No Influence** *Based on the design characteristics of the townhomes, the project could enhance the aesthetics of the surrounding area.*

Would the proposed amendment have measurable adverse economic effect on the value of surrounding or adjacent property? **Yes** **No** *The proposed development could positively impact the use of the surrounding residential properties based on its characteristics and sale prices.*

Would the proposed amendment create an isolated district, unrelated to adjacent and nearby districts?

Yes **No** *The proposed development would create an isolated district; however, it would be a transition from the surrounding industrial uses to the single-family uses currently on Scott Road.*

Staff Review

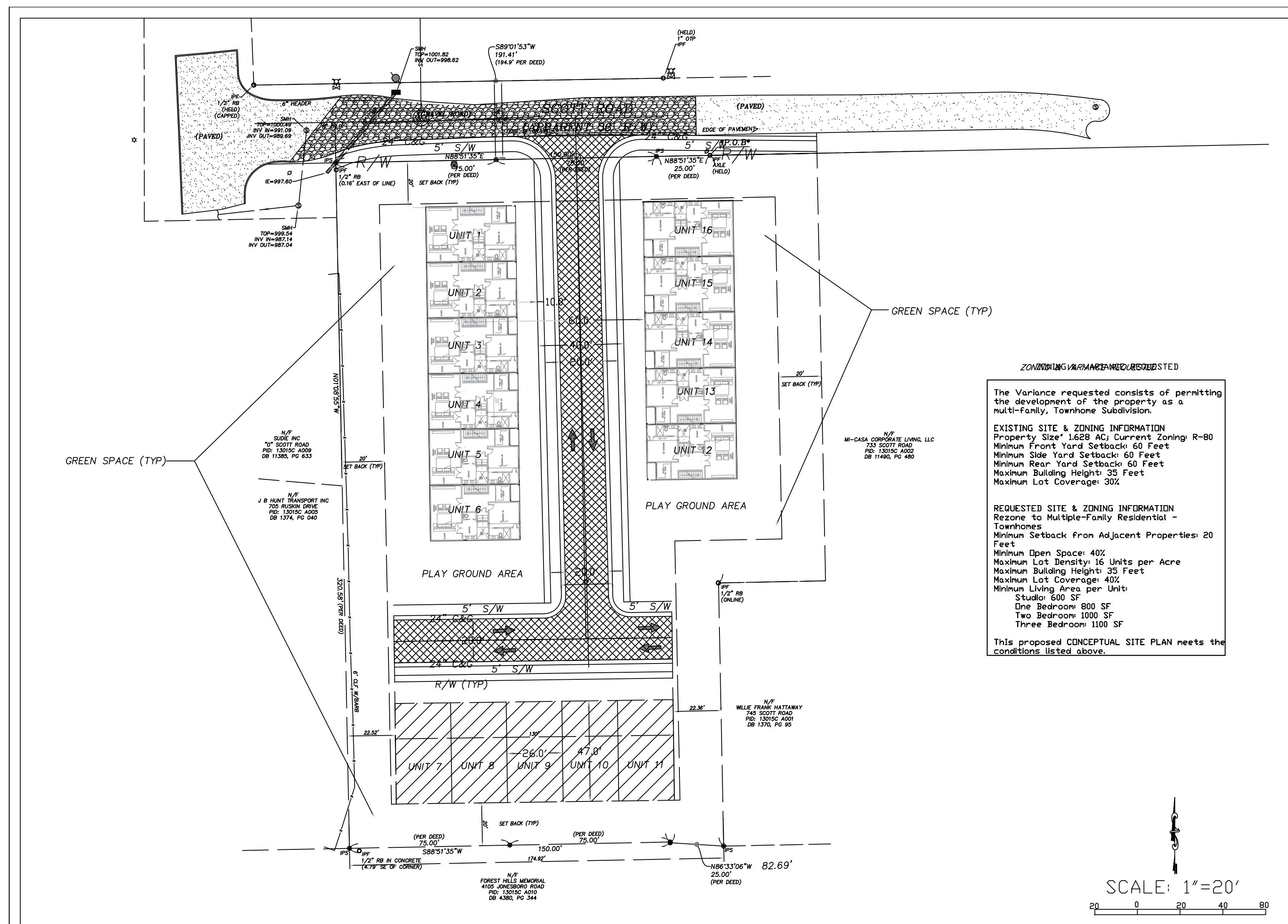
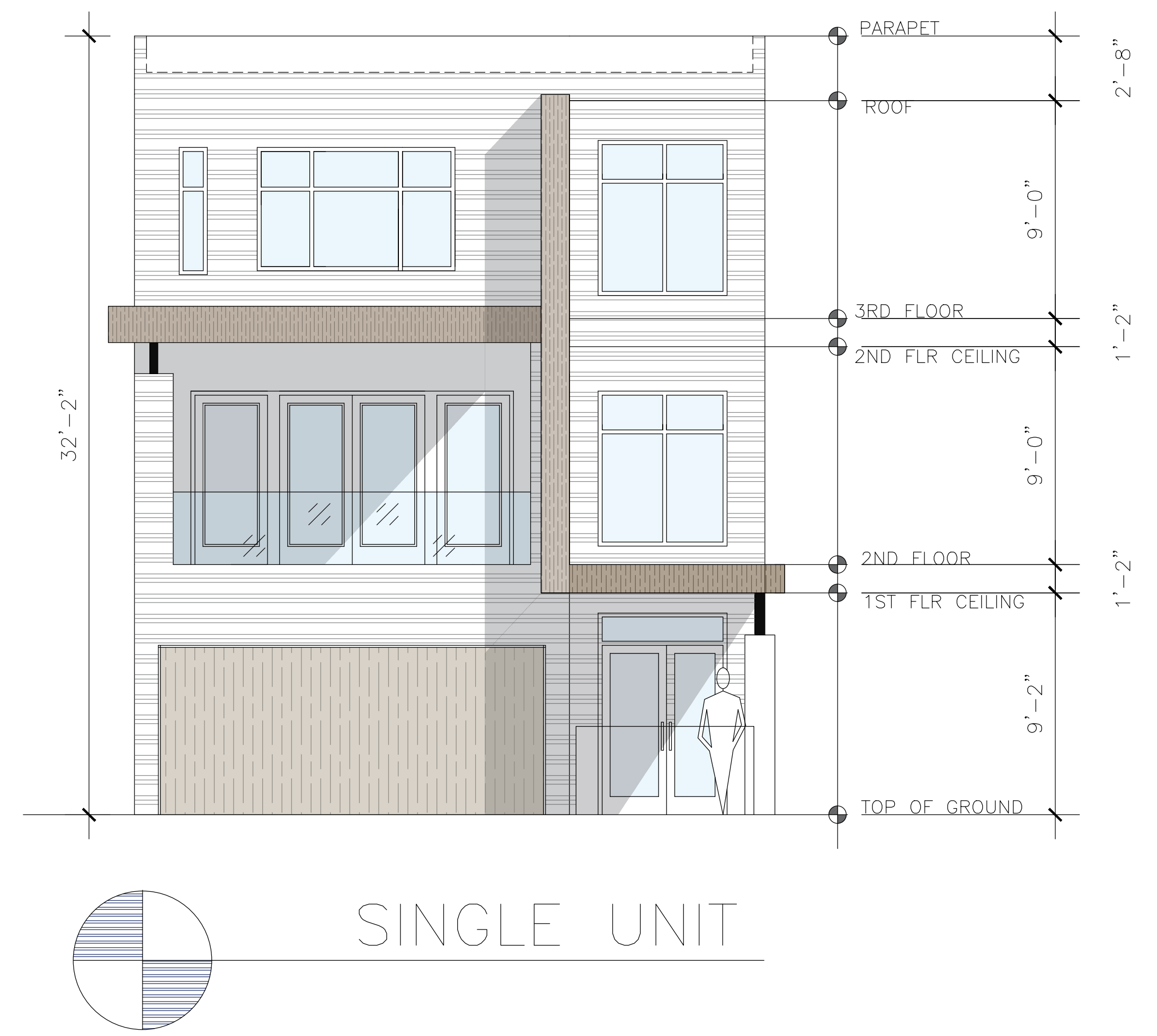
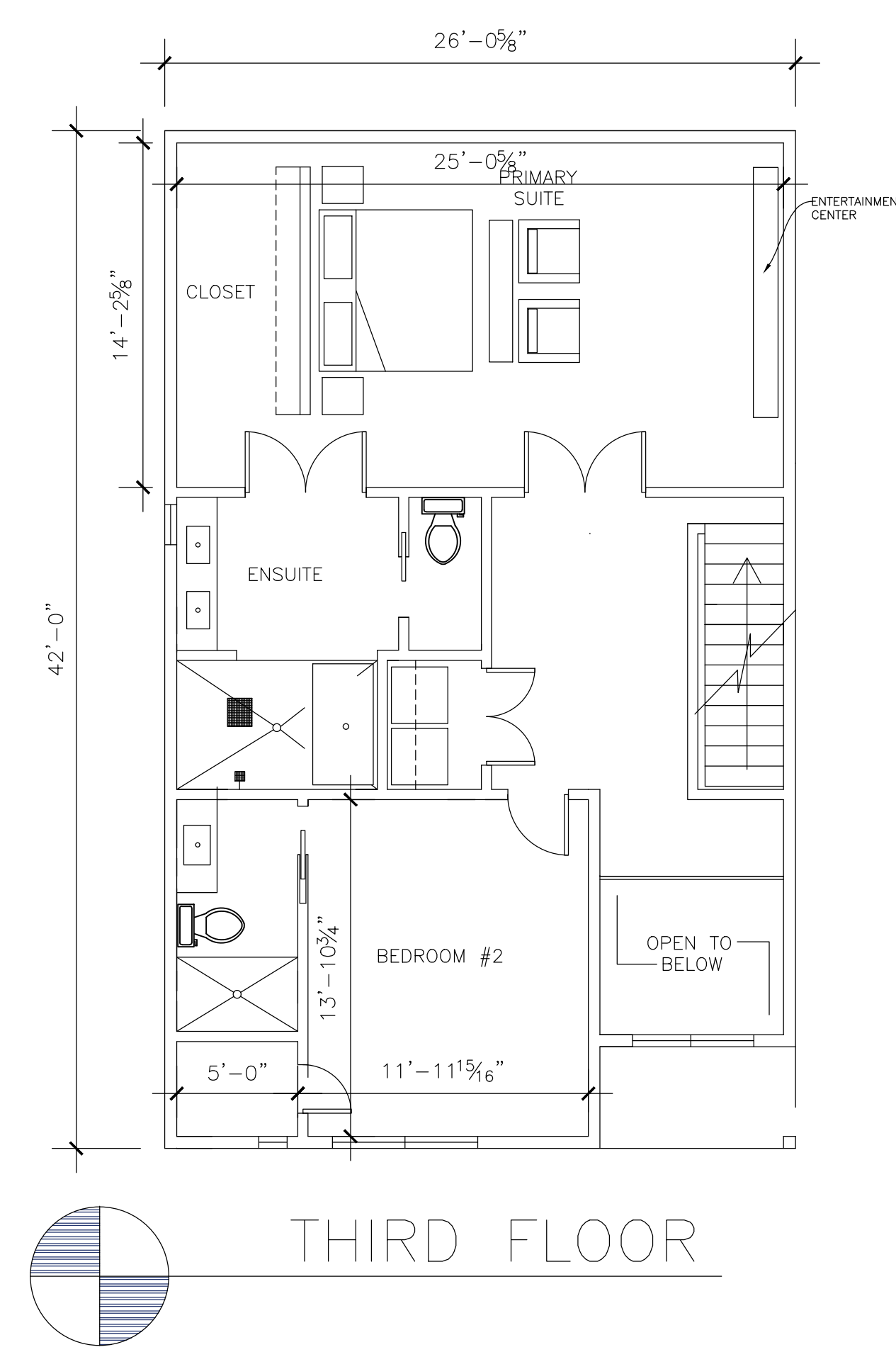
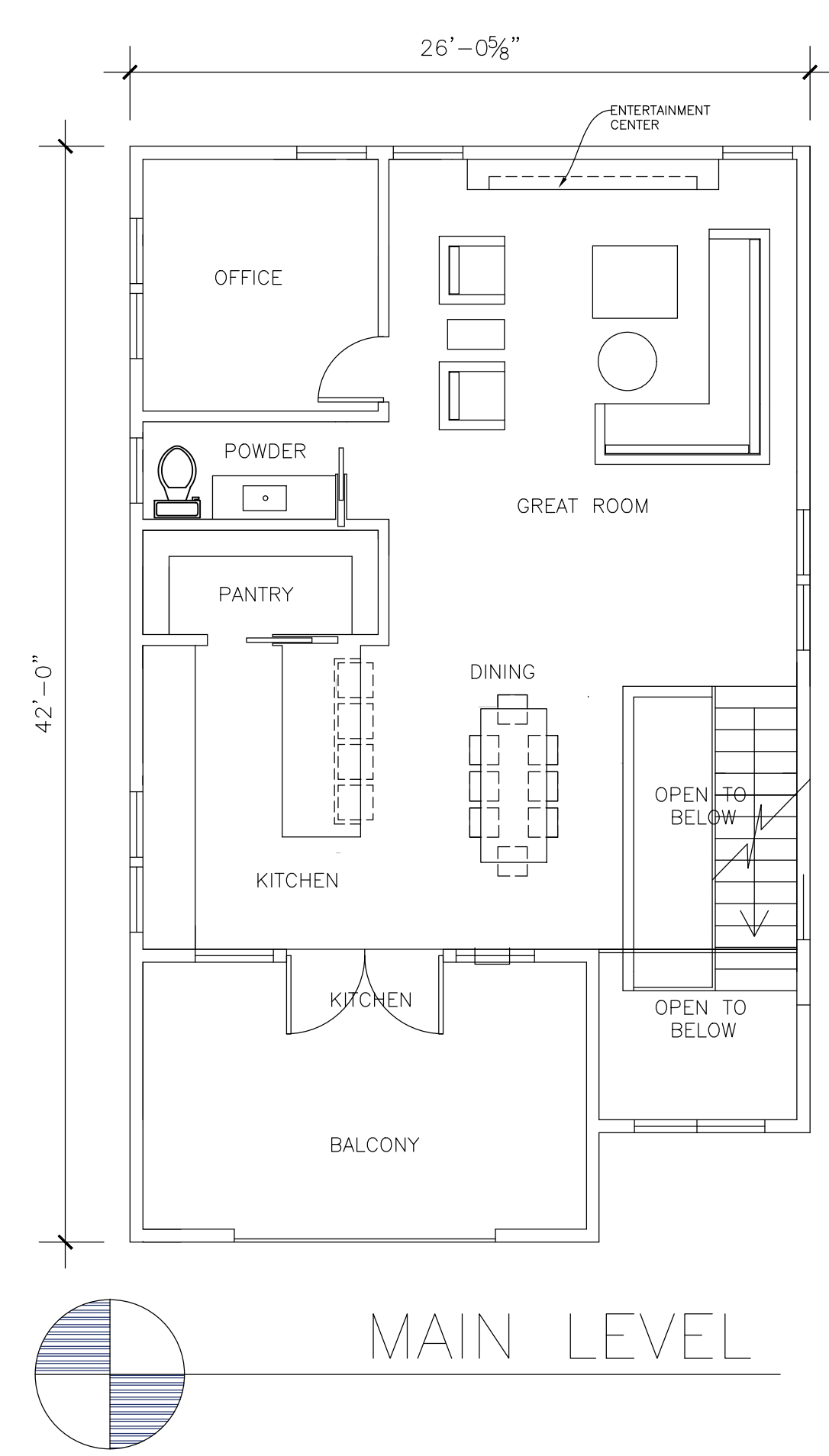
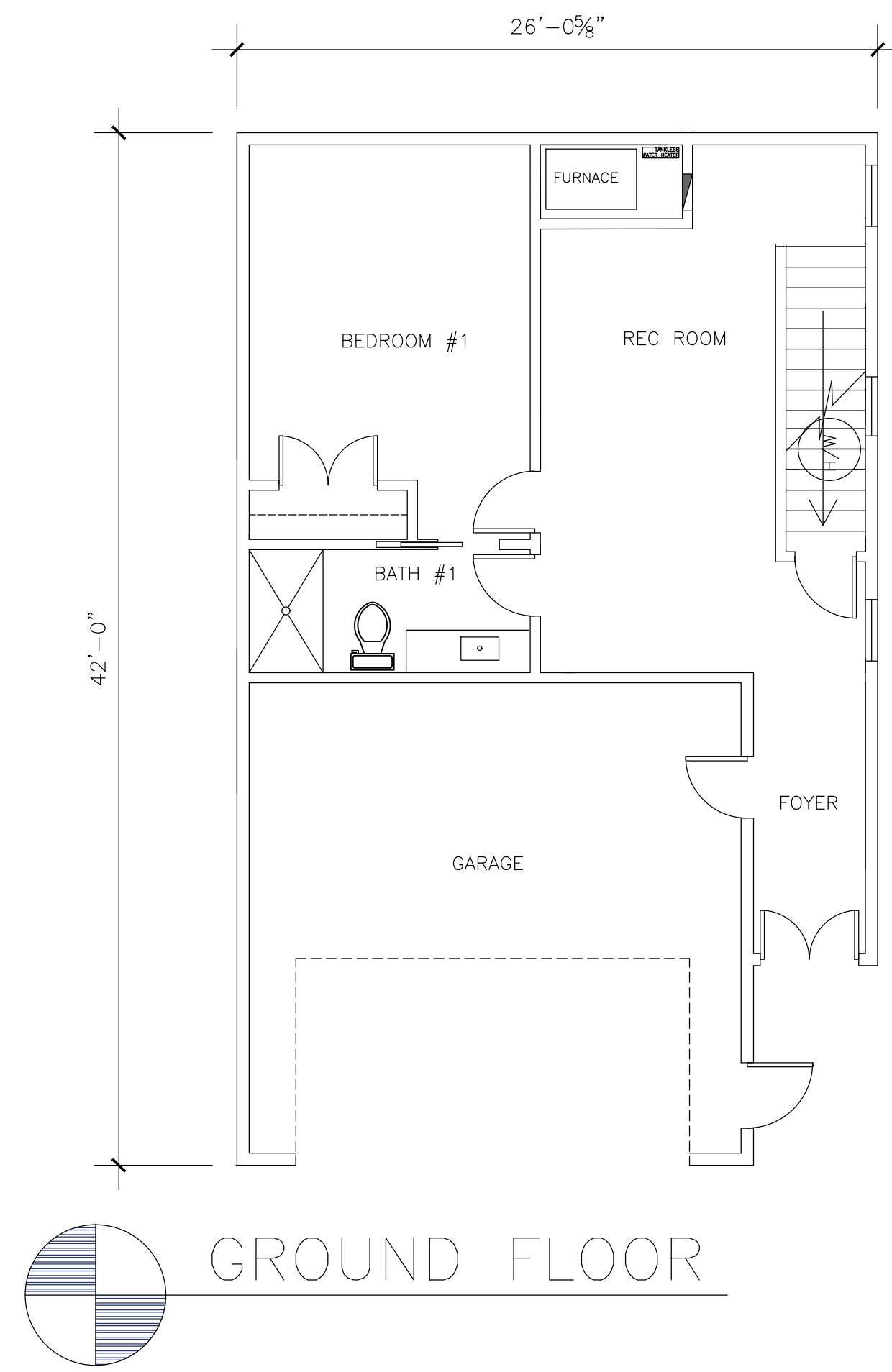
The following departments/divisions had no issues or concerns regarding the requested rezoning:

- Public Works, Police, and Building Inspector. The fire department expressed concern about the design, water availability, road width, and accessibility.

Staff Recommendation

The requested rezoning from RS (Single-Family Residential) to RM (Residential Multi-family) zoning category would allow for the property to be developed and result in an increase in the tax base in the city. The property if rezoned and developed would be a transitional use between the two current uses, industrial and residential single family. The proposed amendment will not cause an adverse impact on the surrounding community. **Staff recommends Approval of the rezoning request** along with the following conditions:

1. Scott Road shall be improved to city standards prior to development.
2. All buildings shall be constructed of brick, stone, wood, stucco, or any combination thereof.
3. There shall be differential architectural features between units, no adjacent units shall have the same design characteristics or features or identical.
4. Each unit shall provide 2-car garages.
5. Adhere to the buffer standards as specified in the current code between industrial and residential development.
6. Any deviations from the conditions shall be approved by the Planning Commission.



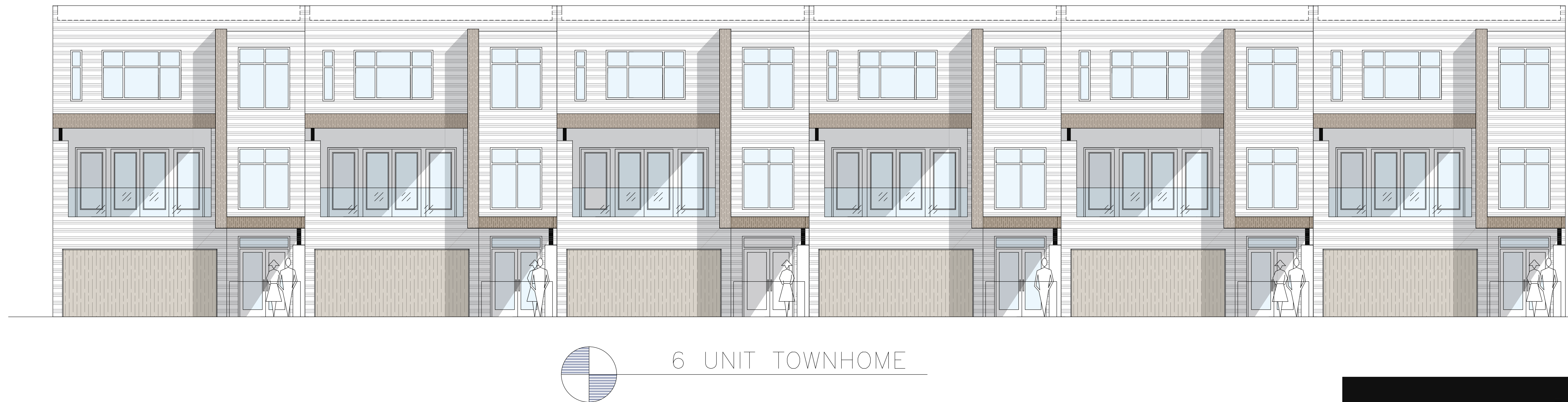
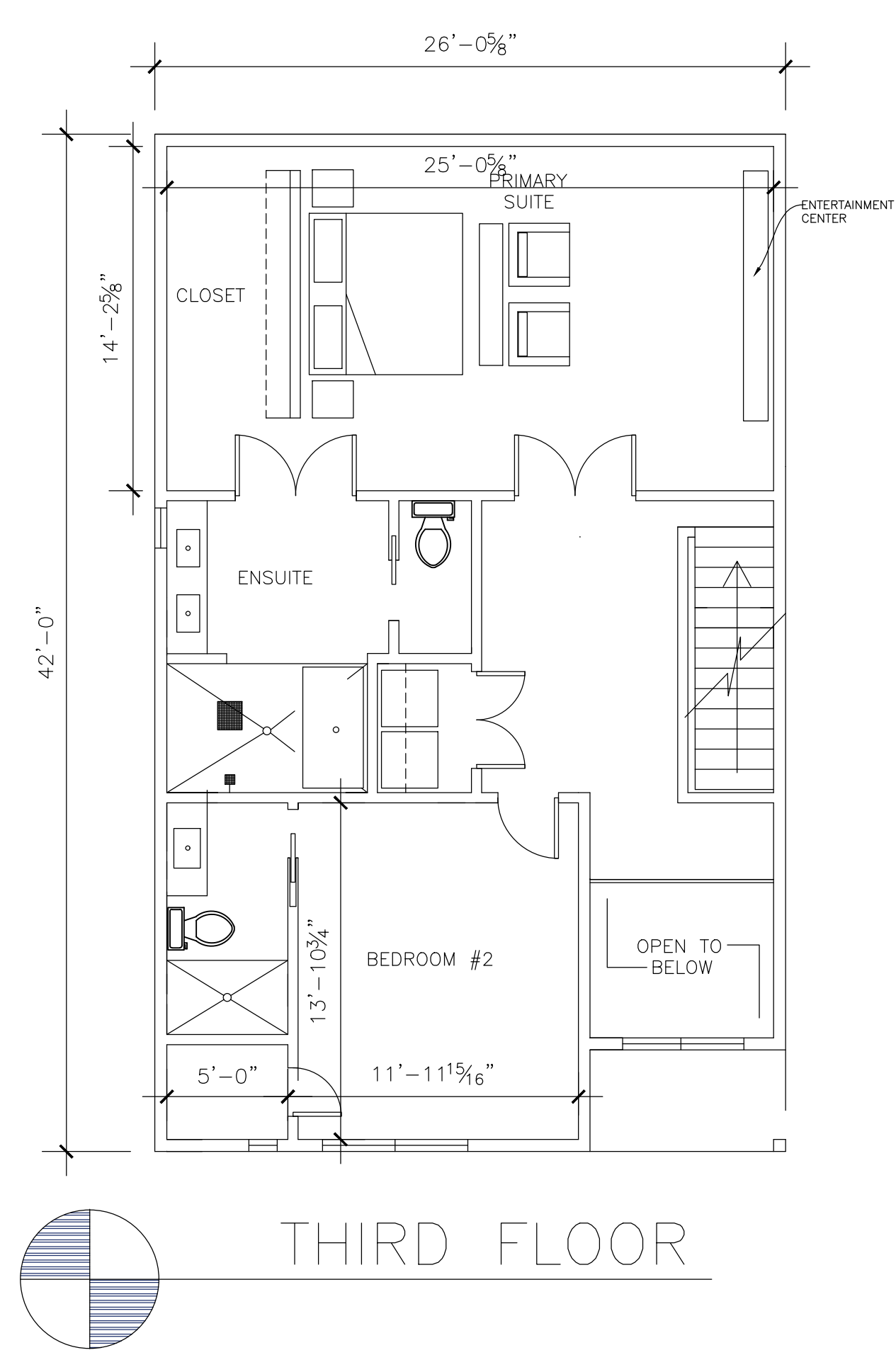
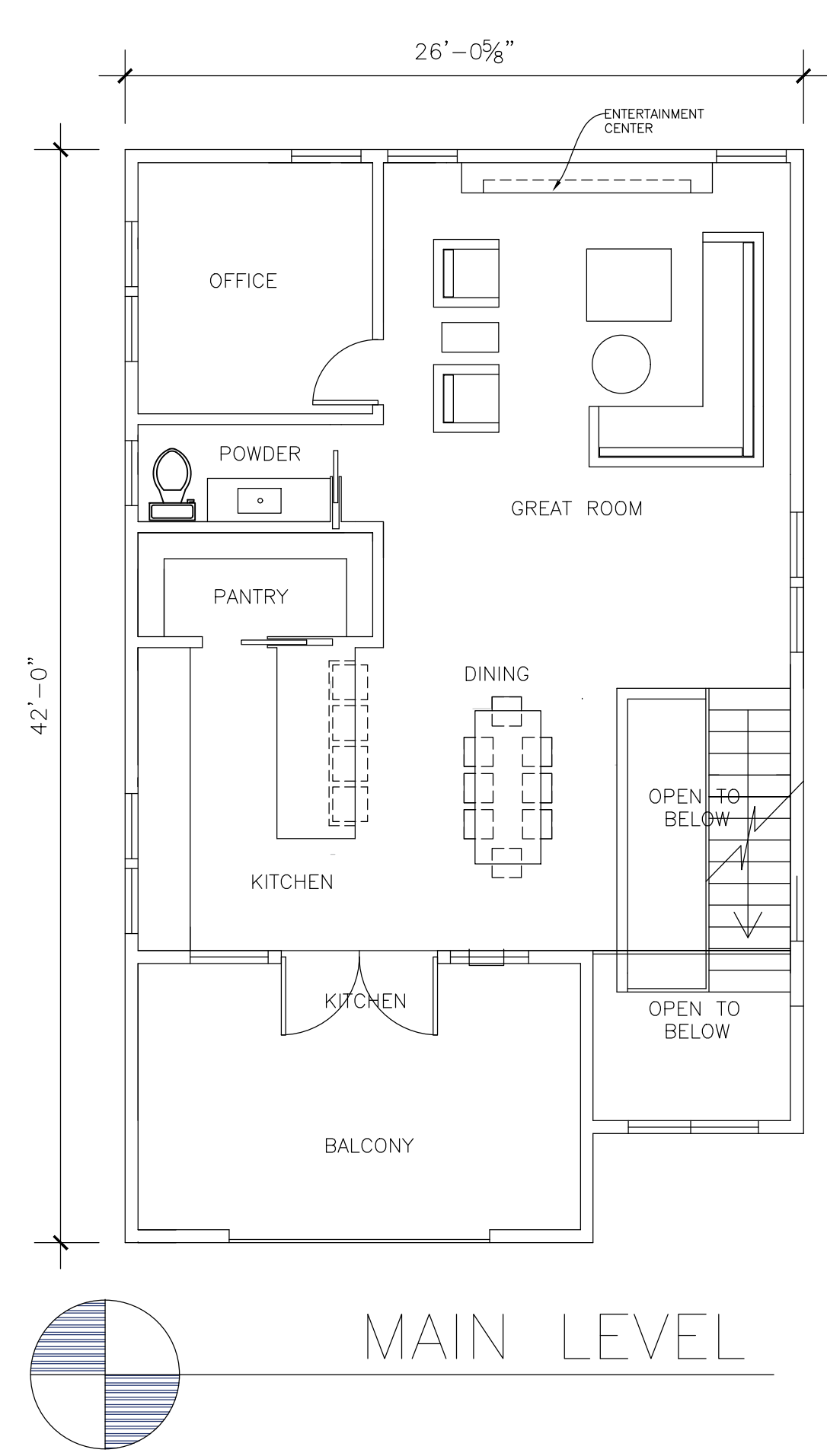
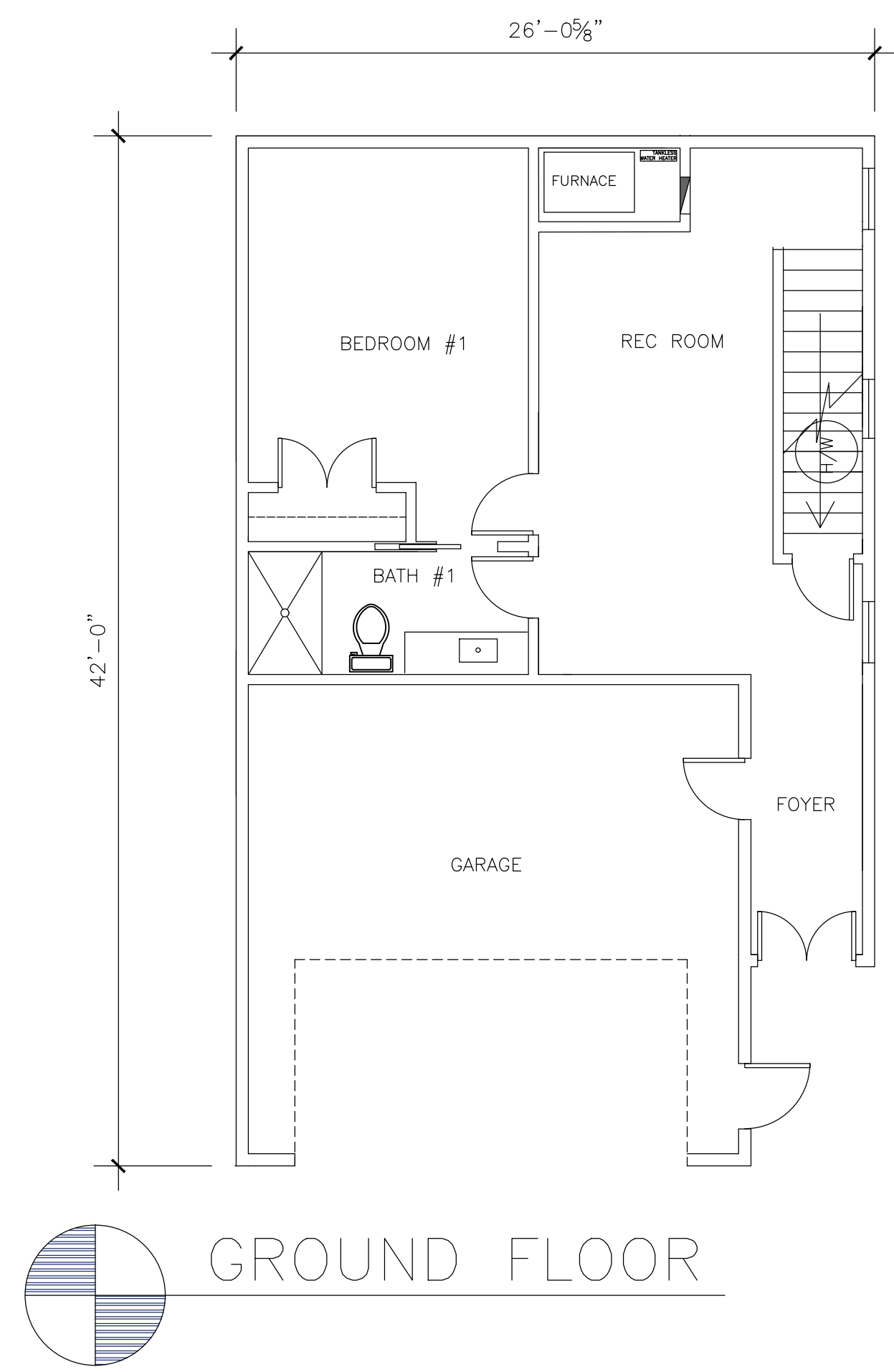
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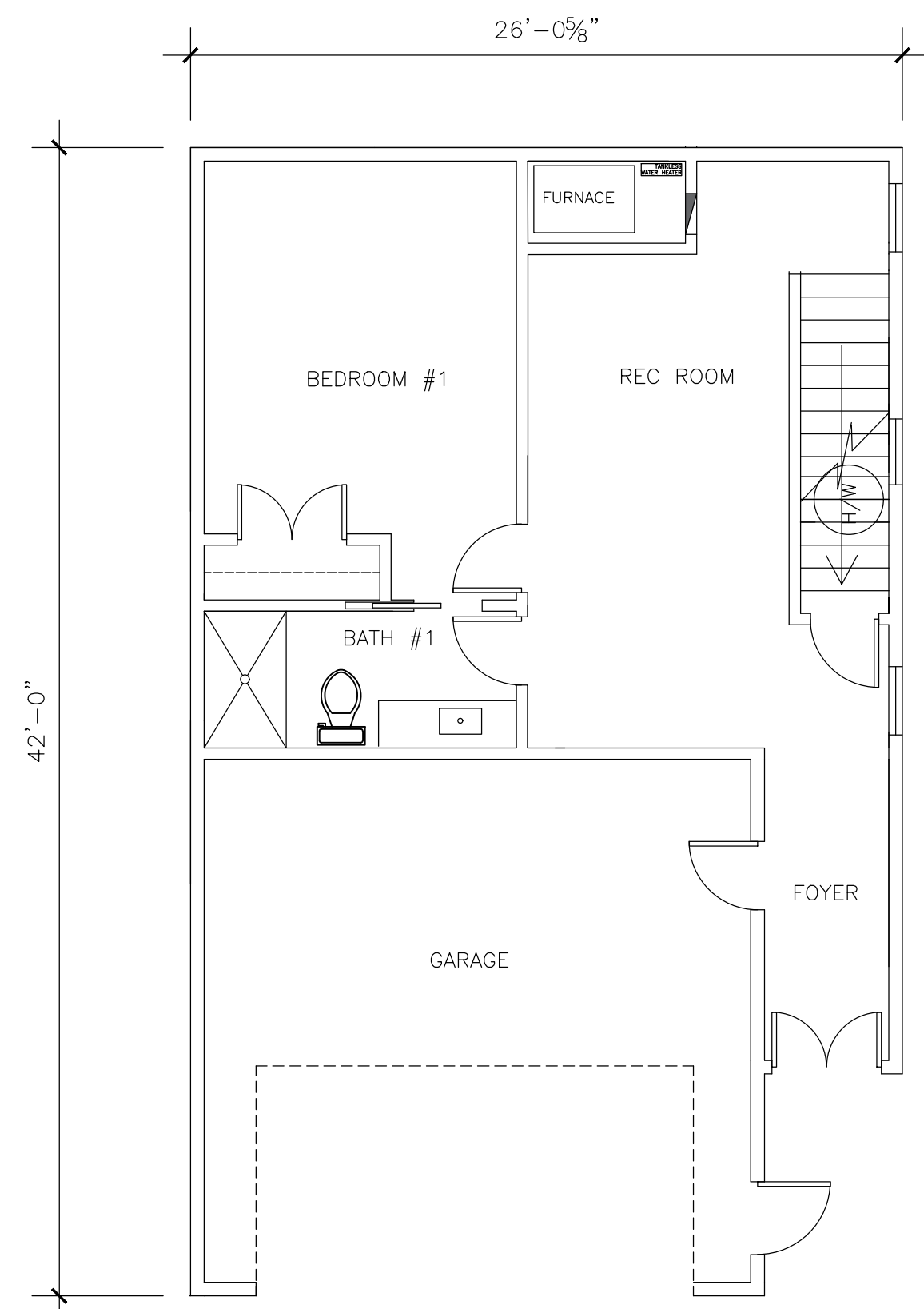
Cantilever Architectural www.cantileverarchitectural.com

DIVINE DREAM HOMES

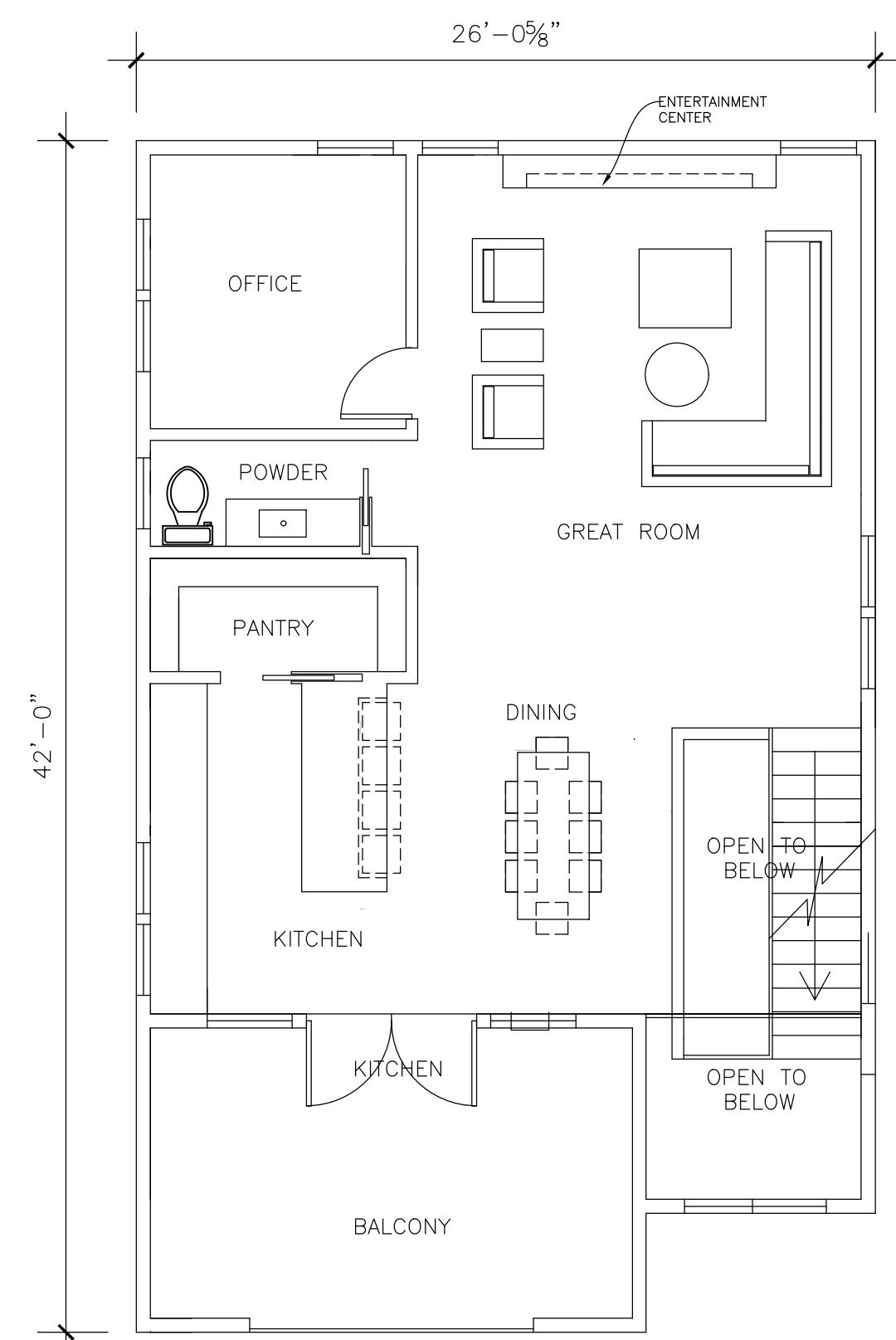


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warren@cwerks.com
300 Colonial Center Parkway, Suite 1
Roswell, Georgia 30076
www.cantileverarchitetural.com

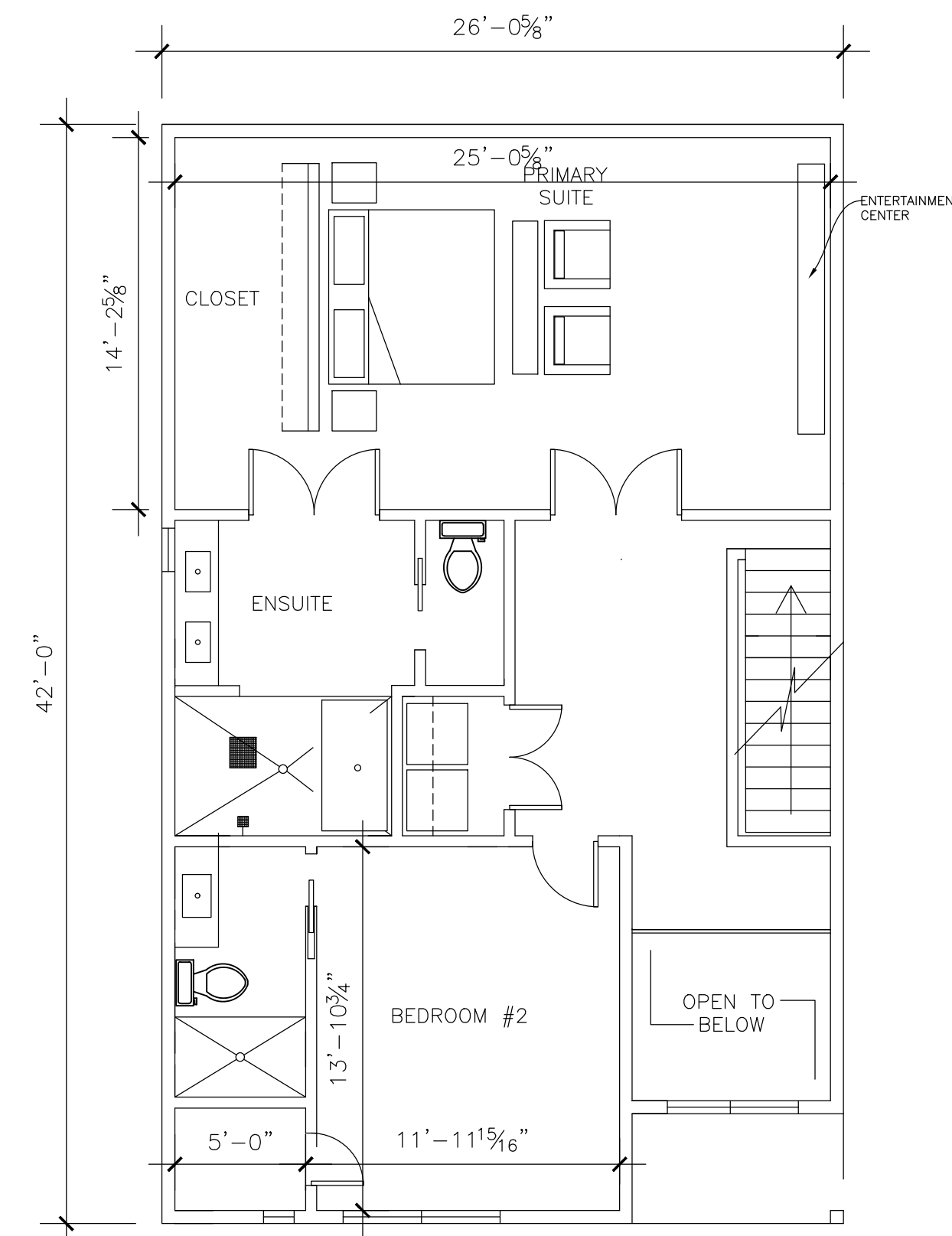
DIVINE DREAM HOMES



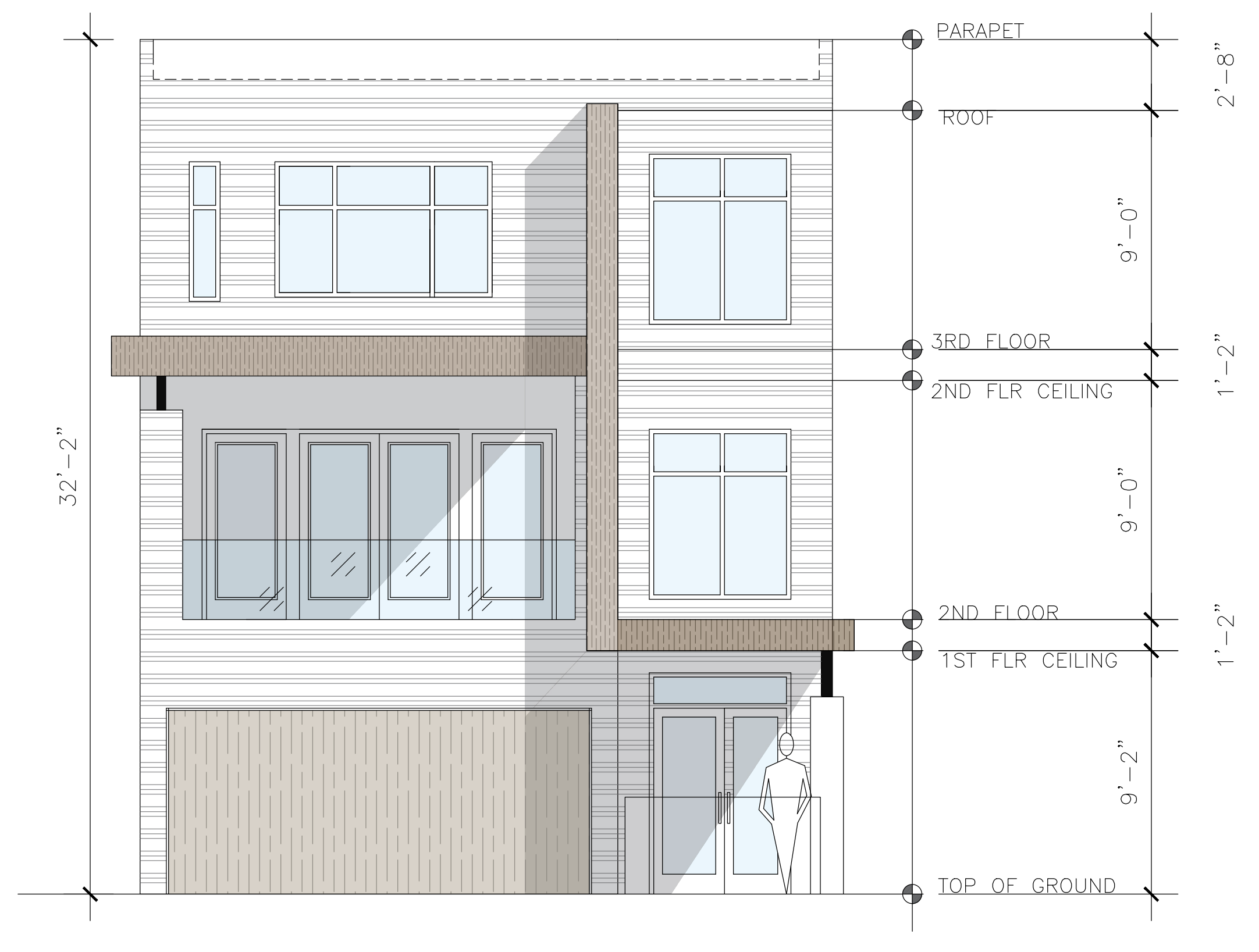
GROUND FLOOR



MAIN LEVEL



THIRD FLOOR



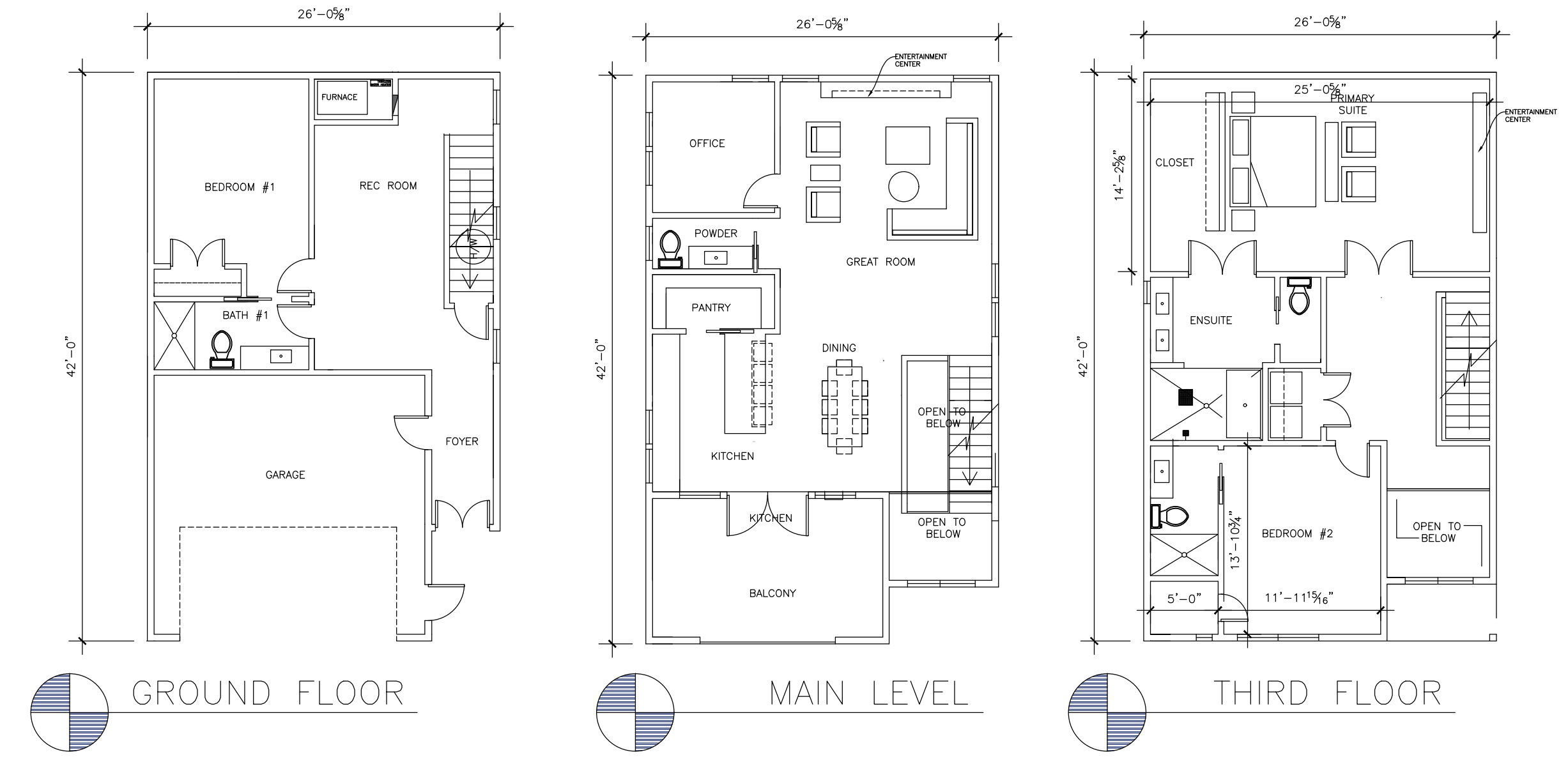
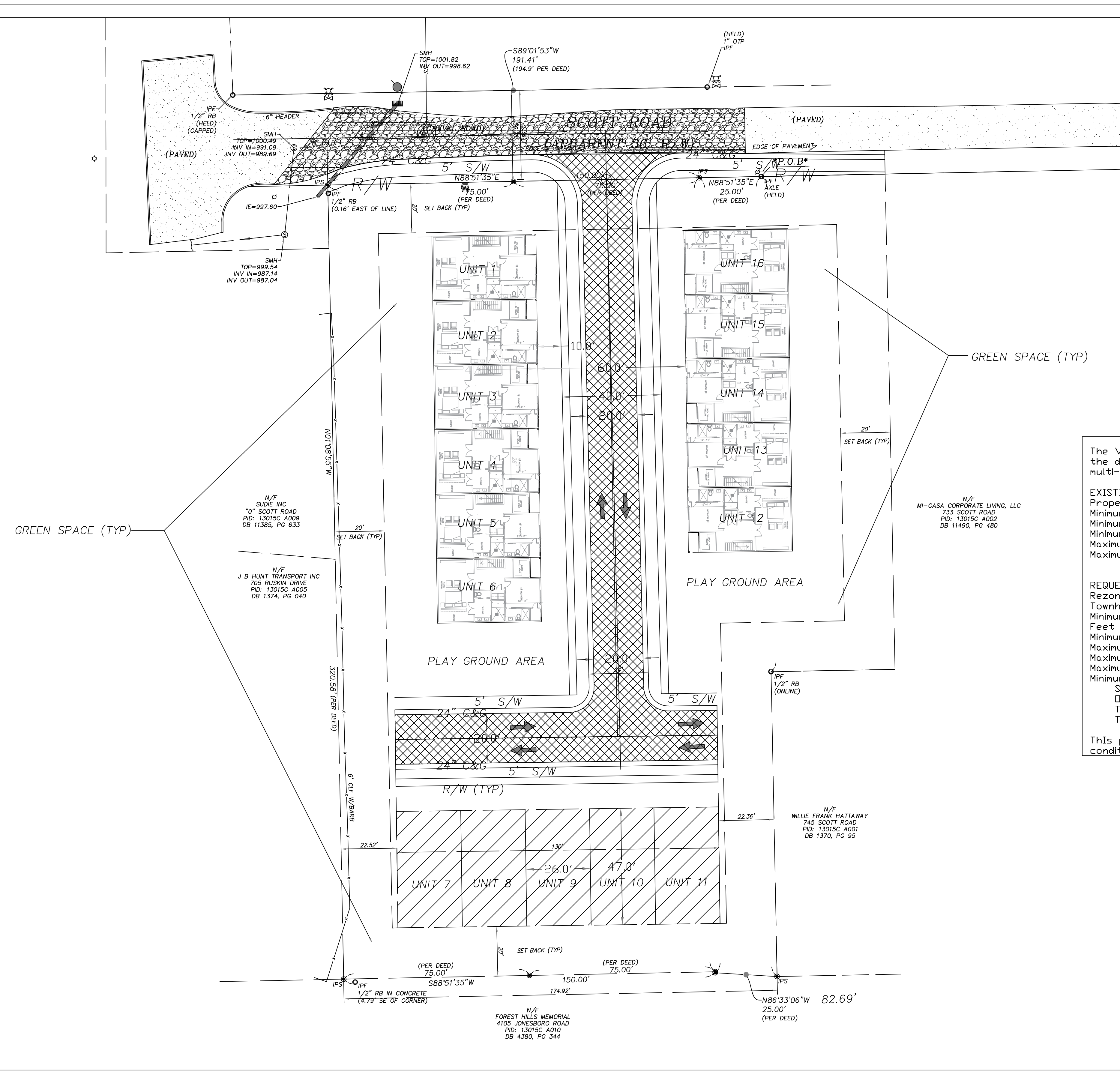
SINGLE UNIT



5 UNIT TOWNHOME

Warren Delley
Principal
(678) 702-0675 Main
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warren@cwerks.com
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DIVINE DREAM HOMES

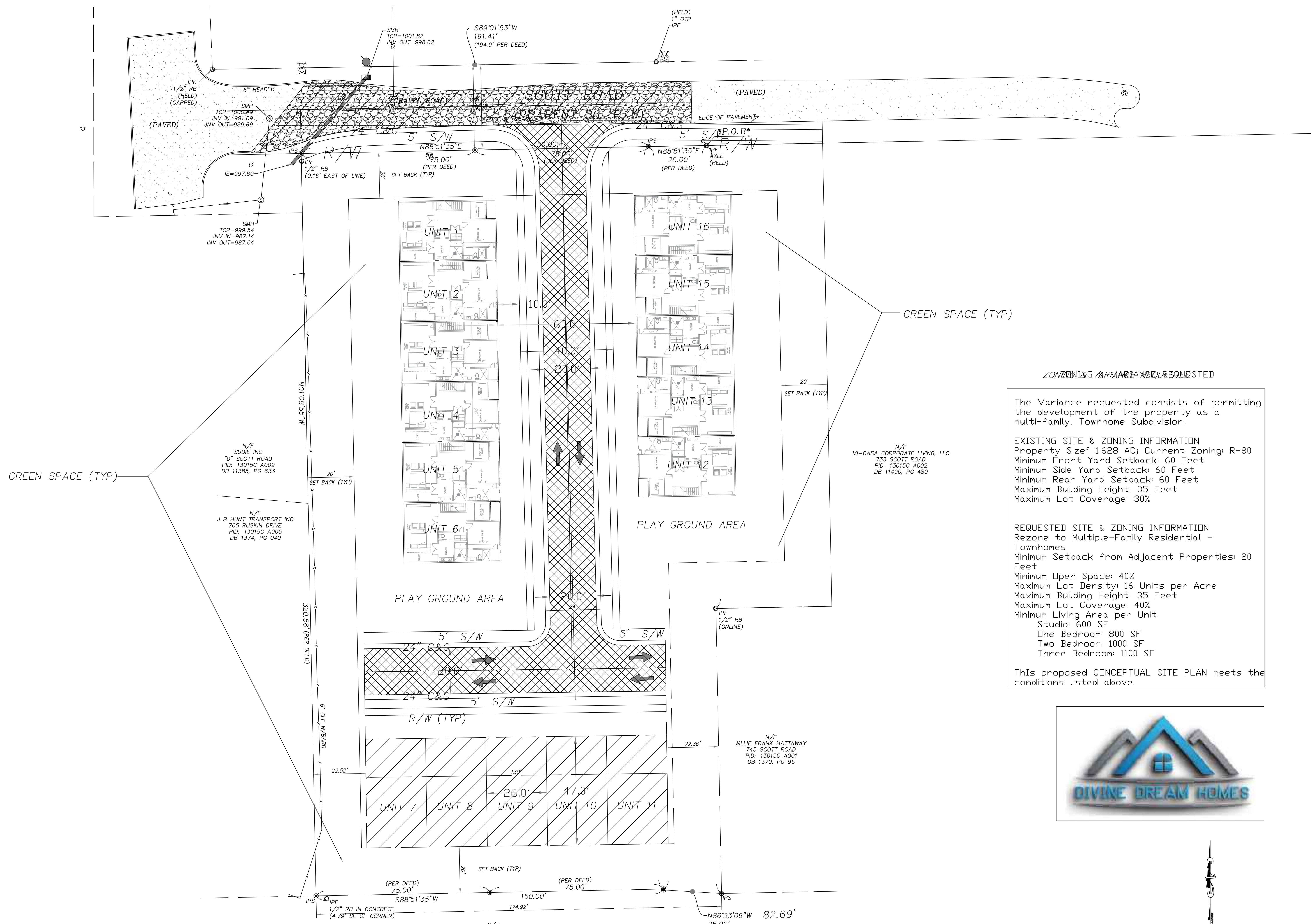


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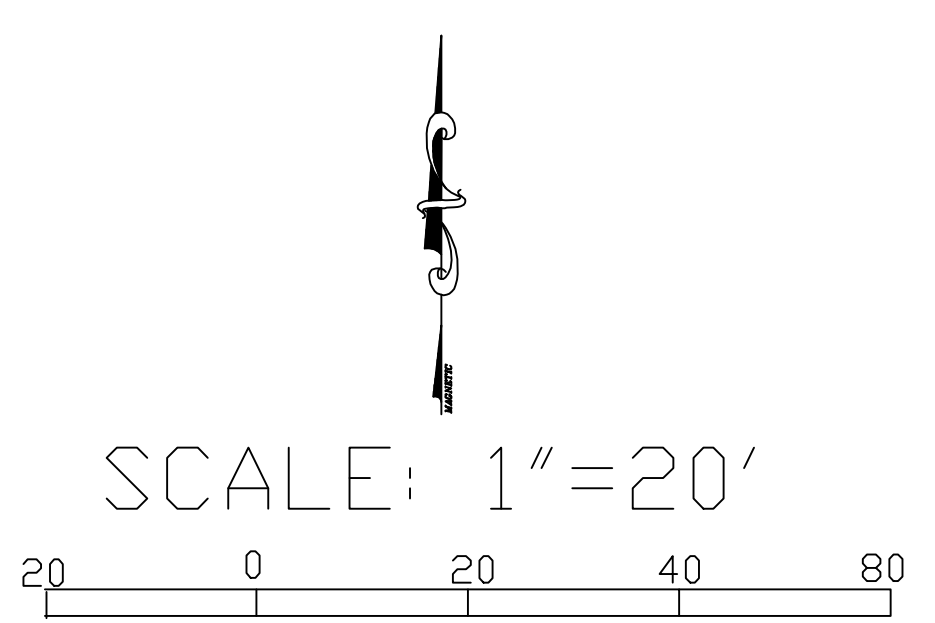
ZONING VARIANCE REQUESTED

The Variance requested consists of permitting the development of the property as a multi-family, Townhome Subdivision.

EXISTING SITE & ZONING INFORMATION
 Property Size: 1.628 AC; Current Zoning: R-80
 Minimum Front Yard Setback: 60 Feet
 Minimum Side Yard Setback: 60 Feet
 Minimum Rear Yard Setback: 60 Feet
 Maximum Building Height: 35 Feet
 Maximum Lot Coverage: 30%

REQUESTED SITE & ZONING INFORMATION
 Rezone to Multiple-Family Residential - Townhomes
 Minimum Setback from Adjacent Properties: 20 Feet
 Minimum Open Space: 40%
 Maximum Lot Density: 16 Units per Acre
 Maximum Building Height: 35 Feet
 Maximum Lot Coverage: 40%
 Minimum Living Area per Unit:
 Studio: 600 SF
 One Bedroom: 800 SF
 Two Bedroom: 1000 SF
 Three Bedroom: 1100 SF

This proposed CONCEPTUAL SITE PLAN meets the conditions listed above.



FP City Council
July 17th

Item #3.

7/5 12 2023

High School)

to make immediate payment to the undersigned, this 11th day of May, 2023.

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

9020-348264, 6/7,14,21,28,7/5,2023

This 18th day of May, 2023

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Request for Proposals RFP No. 018-23

Clayton County Public Schools is seeking Requests for Proposals from prequalified Construction Management at Risk firms for the Riverdale Early Learning Center located at 6830 Camp Street, Riverdale, GA 30296.

Glenn A. Townsend, Executor of the Estate of Edwin C. Allman, deceased c/o Daniel C. Haygood Attorney at Law Two South Main Street Suite C P.O. Box 207 Watkinsville, Georgia 30677 9025-348794 6/14,21,28,7/5,2023

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GDP2952 spn07

Notice to debtors and creditors

All Creditors of the Estate of Shirley Jean Short, late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payment. This 5 day of July, 2023. Catherine L. Shepard & Cynthia J. Roisky, co-Executrix Estate of Shirley Jean Short 3055 Arden Way, Snellville, Gwinnett, GA 30039 125 NW 13th Street, Oak Island, Brunswick, NC 29445 7/5,12,19,26,2023

NOTICE TO DEBTORS AND CREDITORS

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All creditors of the estate of IRENE FRANKS, Estate number 2022-0171E, deceased, late of Clayton County, Georgia are hereby notified to render their demands by filing same with the Probate Court of Clayton County, 121 S. McDonough Street, Bldg 3, Jonesboro, Georgia, 30236 according to law, and all persons indebted to said Estate are required to make immediate payment to the undersigned.

This the 13th day of June, 2023.

/s/ TED N. ECHOLS, ESQ.

Attorney ECHOLS LAW GROUP, P.C.

505 Corporate Center Dr., Ste 106 Stockbridge, GA 30281

9025-349682, 6/21,28,7/5,12,2023

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA, COUNTY OF CLAYTON

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This the 8th day of June, 2023.

/s/ Christopher J. Horton, Attorney

CHRISTOPHER J. HORTON, ESQ. ECHOLS LAW GROUP, P.C.

505 Corporate Center Dr., Ste 106 Stockbridge, GA 30281

9025-349456.

CUP-2023-04 Conditional Use for 5370 Ash St., Parcel # 13079D G010 Forest Park, Georgia. The applicant, Cynthia Waters, is requesting a conditional use permit to allow a youth performing arts facility, rehabilitation group home for teens, summer camp, health clinic and an adult education program in a church within the Single-Family residential District (RS).

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The Pre-Proposal Meeting is mandatory for all Pre-qualified Firms and will be held at 218 Stockbridge Road, Jonesboro, GA 30236 at 2 pm on June 14, 2023. Any Firm that fails to attend the mandatory Pre-Proposal Meeting shall not be permitted to submit a proposal on the project.

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Only prequalified firms can submit proposals.

Proposal submission Deadline: July 10, 2023 at 3:00 pm.

CCPS will only accept online submissions for this RFP.

Firms must register in Bonfire as a vendor at: <https://claytonk12ga.bonfire.com/portal/?tab=login> in order to submit a proposal prior to the submission deadline.

Proposals and all required forms must be fully completed and submitted in ink and

CUP-2023-05 Conditional Use for 4140 Jonesboro Rd., Parcel # 13015D C007 Forest Park, Georgia. The applicant, Gerald Tirella, is requesting a conditional use permit to allow a 6,152-sf renovation of the rear of the International Discount Mall to build self-storage units, to be rented by existing mall tenants and the general public.

RZ-2023-01-Rezoning for Parcel # 13015C A006, 0 Scott Road, Forest Park, Georgia. The applicant, Divine Dream Homes ATL, LLC, is requesting to rezone 1.69 acres from RS (Single-Family Residential) to RM (Multi-family Residential) to build townhomes.

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RZ-2023-03-Rezoning for 4233 Thurman Rd., Parcel # 13017A B014, Forest Park, Georgia. The applicant, KINH Enterprises Inc is requesting to rezone 0.287 acres from RS (Single-Family Residential) to GC (General Commercial) to rebuild a convenience store.

LaShawn Gardiner, Director Planning & Community Development Department 404-366-4720 9003-351134, 6/29, 7/5, 12, 2023

9020 Service/Construction Bids

The Clayton County Water Authority will open sealed proposals from qualified vendors via a Virtual Teams Meeting on **Thursday July 20, 2023, at 2:00 p.m. local time** for the:

Annual Contract for Mitigation Services

Any proposals received after this date and time will be considered non-responsive.

A Non-Mandatory Pre-Pro

CUP-2023-04 Conditional Use for 5370 Ash St., Parcel # 13079D G010 Forest Park, Georgia. The applicant, Cynthia Waters, is requesting a conditional use permit to allow a youth performing arts facility, rehabilitation group home for teens, summer camp, health clinic and an adult education program in a church within the Single-Family residential District (RS).

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LaShawn Gardiner, Director Planning & Community Development Department 404-366-4720 9003-351134, 6/28, 7/5, 12, 2023

File Attachments for Item:

4. Conditional Use Permit for Self-Storage – Planning & Community Development

Background/History:

This is a request for a conditional use permit to allow a 6,152 square foot renovation in the rear of the International Discount Mall to build self-storage units in the rear of the facility. The original staff report on this matter is attached.

This item was approved by the Council but vetoed by the Mayor. It has been requested by Councilmember James to be on the agenda for the City Council to consider an override of the veto.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Conditional Use Permit for Self-Storage – Planning & Community Development

Submitted By: LaShawn Gardiner

Date Submitted: June 28, 2023

Work Session Date: August 7, 2023

Council Meeting Date: August 7, 2023

Background/History:

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This item was approved by the Council but vetoed by the Mayor. It has been requested to be on the agenda for the City Council to consider an override of the veto..

Cost: \$ N/A

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

Financial Impact: N/A

Action Requested from Council:

Staff needs direction on whether the Council wishes to override the Mayor's veto.

OFFICE OF THE MAYOR

THE HONORABLE ANGELYNE BUTLER, MPA



CITY OF
FORESTPARK

July 24, 2023

Forest Park City Council
 Forest Park City Hall
 745 Forest Parkway
 Forest Park, GA 30297

Re: Veto Message (4140 Jonesboro Road)

Dear Colleagues:

After careful consideration, I hereby exercise my veto authority pursuant to Section 2.32(b) of the Charter and apply said authority to the resolution approving a Conditional Use Permit for Self-Storage located at 4140 Jonesboro Road, during the July 17th, 2023, meeting of the City Council of Forest Park. During the course of the staff presentation on the request in question, the following was brought to the attention of the Governing Body and hereby serves as the premise for my veto:

- I. First, and most egregious, is evidence of a widespread lack of compliance with our occupation tax code. In the most simplistic term, at the location in question, there were several businesses operating sans occupation tax certificates (business licenses).
- II. Staff offered several new conditions that were not previously presented to the Governing Body in an effort to address this lack of compliance. As such, sufficient time to consider these new conditions nor sufficient time to address alternative methods of achieving compliance was present. The only conditions that were available for our prior review were those included in the agenda packet.
- III. Additionally, the applicant stated at the meeting that the self-storage units would only be used by existing tenants at 4140 Jonesboro Road and not be available to the general public.
- IV. The application itself, which was submitted to staff and presented to the Governing Body, indicated that said units would be for the general public to use.

All persons operating within our jurisdiction limits of the City of Forest Park must be in full compliance with all local laws. To grant a request knowing someone is in any manner in non-compliance with the laws set forth by the Governing Body is not a practice we should normalize. Moreover, the Governing Body must approve the information presented in writing to us. Any changes should also be placed in writing and should restart the process to ensure staff has the appropriate time to review said changes before coming to the Governing Body. There is no room nor opportunity for ambiguity. But of the reasons listed above, (lack of compliance and blatant admission and application contradiction) said request, is hereby vetoed. In order for sufficient consideration, it is my desire that the applicant addresses the specific reasons for the denial and resubmit their application accordingly.

With the Utmost Respect,

Angelyne Butler, MPA
 Mayor

cc: Ricky L. Clark, Jr., City Manager, Michelle Hood, Interim City Clerk



Planning & Community Development Department
785 Forest Parkway
Forest Park, Georgia 30297
(404) 608-2300 Fax: (404) 608-2306

Staff Report – Conditional Use Permit

Public Hearing Date: June 15, 2023

City Council Meeting: July 3, 2023

Case: CUP-2023-05

Current Zoning: GC – General Commercial District

Proposed Request: Conditional Use for self-storage.

Staff Report Compiled By: SaVaughn Irons, City Planner

Staff Recommendation: Approval

APPLICANT INFORMATION

Owner of Record:	Applicant:
Name: Old Peachtree Properties, LLC	Name: Gerald Tirella
Address: 645 Elmwood D.	Address: 4140 Jonesboro Rd.
City/State: Forest Park, GA 30297	City/State: Forest Park, GA 30297

PROPERTY INFORMATION

Parcel Number: 13015D C007	Acreage: 0.43
Address: 4140 Jonesboro Rd., Forest Park, GA 30297	FLU: Commercial

SUMMARY & BACKGROUND

The applicant is requesting a Conditional Use Permit to allow a 6,152-square foot renovation of the rear of the International Discount Mall to build self-storage units in the rear of the facility to be rented by existing mall tenants and general public. Presently, the space is utilized as an International Discount Mall at 4140 Jonesboro Rd. This property is currently zoned General Commercial (GC). The intent of the GC district is to provide a land use category for a diversity of commercial uses that provide products and services on a regional level. Per Sec 8-8-40 General Commercial District (GC) mini-warehouses and storage buildings are only permitted under a conditional use permit. West of the arterial street is Scott Rd. The street frontage for this parcel is Jonesboro Rd; North, West and South of the parcel are commercial/retail businesses and east of the parcel is outside the city limits.

Property Zoned Institutional Commercial (IC)

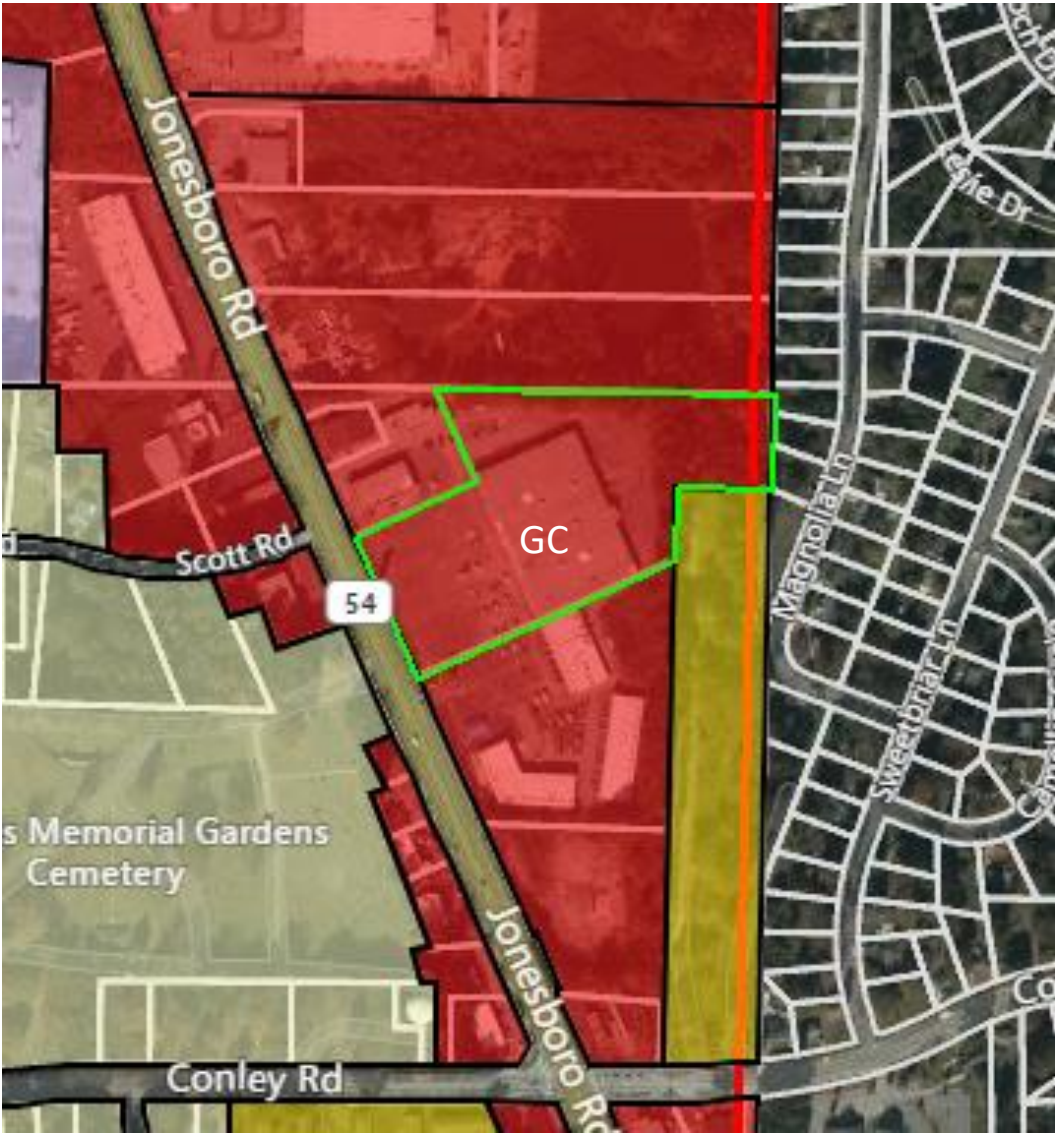
ZONING CLASSIFICATIONS OF CONTIGUOUS PROPERTIES

Direction	Zoning & Use	Direction	Zoning & Use
North	GC: General Commercial District	East	Outside of City Limits
South	GC: General Commercial District	West	GC: General Commercial District

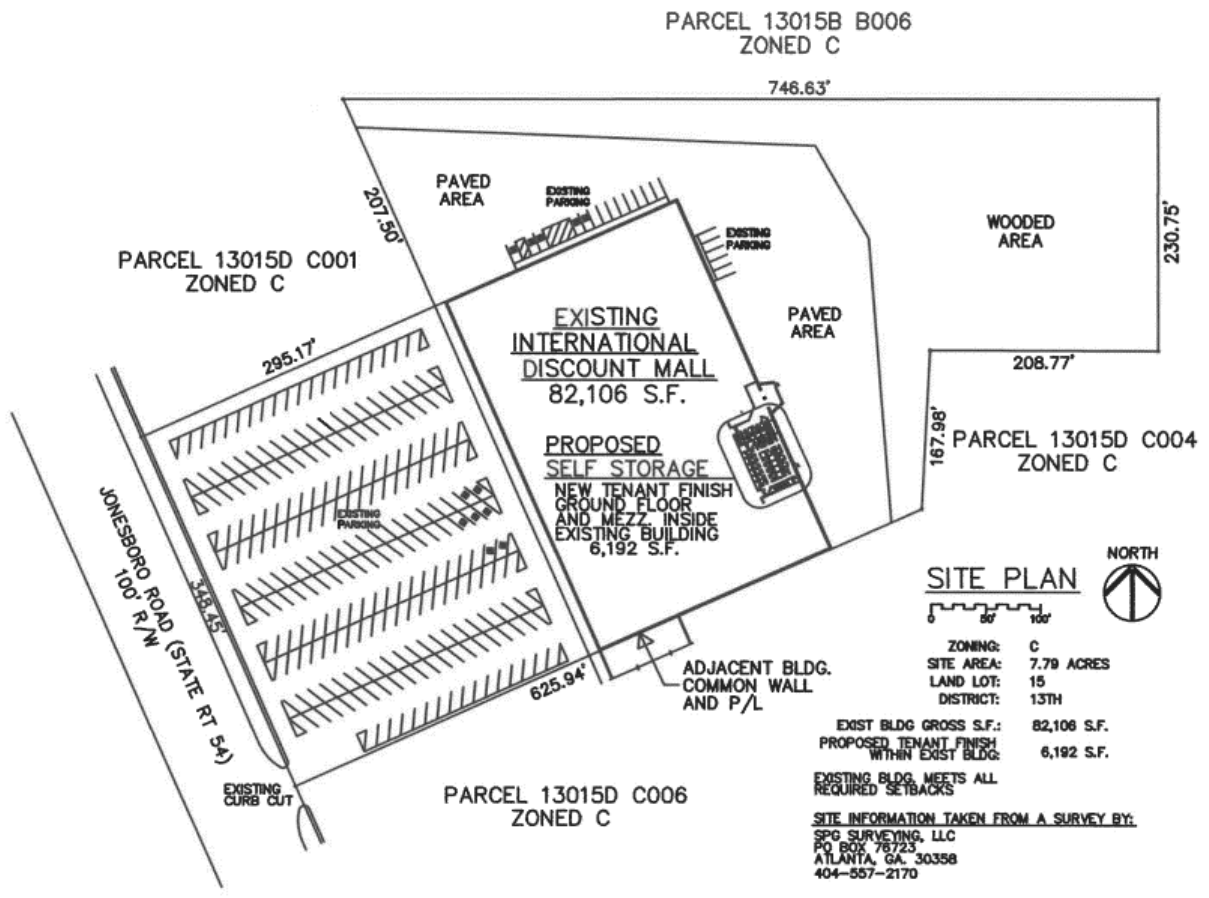
AERIAL MAP

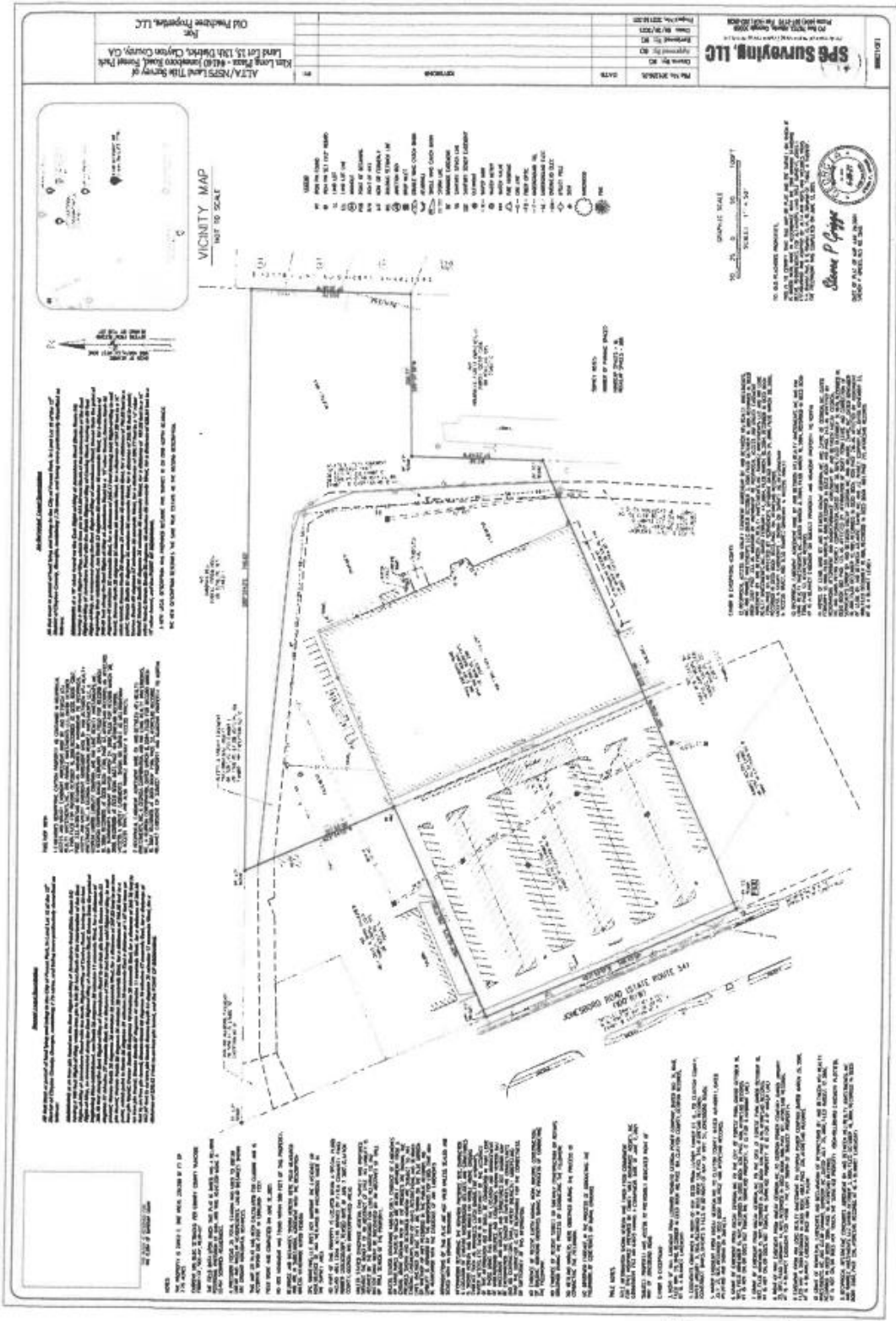


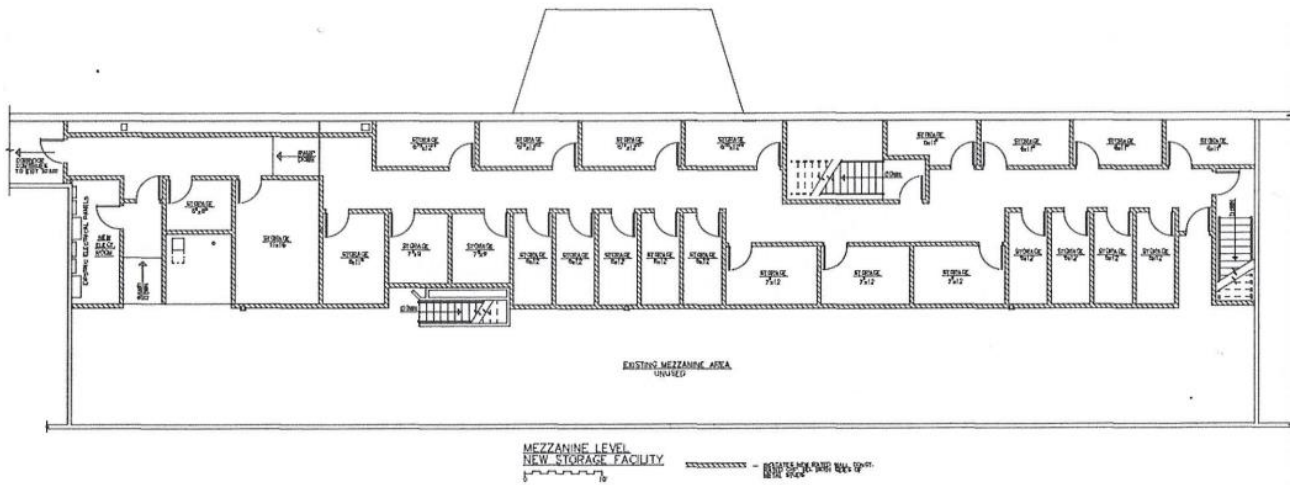
ZONING MAP



SITE PLAN







SITE PHOTOS – MARCH 2023



ZONING CRITERIA AND ANALYSIS

1. **Would the proposed amendment be consistent and compatible with the City's land use and development, plans, goals, and objectives?** The proposed use is compatible and consistent with the City's land use and development goals and objectives. The new interior addition to the existing discount mall will be built as self-storage for mall tenants. There will not be any renovations to the exterior of building.
2. **Would the proposed amendment tend to increase, to decrease, or to have no impact on traffic safety and congestion in the streets?** The proposal will not cause a significant impact on the transportation infrastructure.
3. **Would the proposed amendment tend to increase, to decrease, or to have no relationship to safety from fire and other dangers?** The proposed use will not have an increase, decrease of the relationship to safety from fire and other dangers if event space attendee numbers are minimized.
4. **Would the proposed amendment tend to promote, to diminish, or to have no influence on the public health and general welfare of the City?** The proposed development does not appear to be a detriment to the public health, safety, morals, or general welfare if the Conditional Use Permit is granted.
5. **Would the proposed amendment tend to increase, to decrease or to have no influence on the adequacy of light and air?** The proposed use will not increase, decrease or have any influence on the adequacy of light and air.
6. **Would the proposed amendment tend to cause, to prevent, or to have no influence on the overcrowding of land?** No.
7. **Would the proposed amendment tend to cause, to prevent, or to have no relationship on the population distribution within the City, thus creating any area so dense in population as to adversely affect the health, safety, and general welfare of the City?** The proposed use will not increase the population or density as to adversely affect the health, safety, and general welfare of the City.
8. **Would the proposed amendment tend to impede, to facilitate, or to have no impact on the adequate provision of transportation, water, sewerage, other public services, utilities, or facilities?** The proposed use will not cause any additional impact on the water/sewer and other utilities or other public services.
9. **Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties?** The subject property value has no existing zoning restriction that would diminish the value and enjoyment of surrounding properties.
10. **Would the proposed amendment tend to promote, to diminish, or to have no influence upon the aesthetic effect of existing and future uses of the property and**

the surrounding area? Granting a Conditional Use Permit would not diminish the future uses of the property and surrounding area.

11. **Would the proposed amendment have measurable adverse economic effect on the value of surrounding or adjacent property?** The use appears suitable for the nearby properties. The applicant has advised that the updates made to said property will be internal only. There is no indication of any potential detrimental causes that would decrease the property value of surrounding or adjacent property.
12. **Would the proposed amendment create an isolated district unrelated to adjacent and nearby districts?** The Conditional Use Permit would not create an isolated district.

STAFF RECOMMENDATION

Staff recommends **APPROVAL OF A CONDITIONAL USE PERMIT** to allow a self-storage addition in the rear of the International Discount Mall within the General Commercial District (GC) **WITH THE FOLLOWING CONDITIONS:**

1. The applicant must obtain a building permit for interior renovations.
2. The applicant will provide a letter of approval/consent from the property owner.
3. The applicant will provide detail rendering of what proposed addition will look like
4. The applicant will provide storage policies for owners.
5. The applicant will provide a Circulation plan for entry and exit of location for self-storage.

Attachments Included:

- Application
- Letter of Intent
- Authorization of Property Owner
- Floor Plan

FP City Council
July 17th

Item #4

7/5 12 2023

High School)

to make immediate payment to the undersigned, this 11th day of May, 2023.

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GDP2952 spn07
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/s/ Christopher J. Horton, Attorney CHRISTOPHER J. HORTON, ESQ. ECHOLS LAW GROUP, P.C. 505 Corporate Center Dr., Ste 106 Stockbridge, GA 30281 9025-349456.

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CUP-2023-05 Conditional Use for 4140 Jonesboro Rd., Parcel # **13015D C007** Forest Park, Georgia. The applicant, Gerald Tirella, is requesting a conditional use permit to allow a 6,152-sf renovation of the rear of the International Discount Mall to build self-storage units, to be rented by existing mall tenants and the general public.

RZ-2023-01-Rezoning for Parcel # **13015C A006**, 0 Scott Road, Forest Park, Georgia. The applicant, Divine Dream Homes ATL, LLC, is requesting to rezone 1.69 acres from RS (Single-Family Residential) to RM (Multi-family Residential) to build townhomes.

RZ-2023-02-Rezoning for Parcels # **13015C A003**, **13015C A009**, and **13015C A002**, 0 Scott Road, Forest Park, Georgia. The applicant, Divine Dream Homes ATL, LLC is requesting to rezone 1.628 acres from RS (Single-Family Residential) to RM (Multi-family Residential) to build townhomes.

RZ-2023-03-Rezoning for 4233 Thurman Rd., Parcel # **13017A B014**, Forest Park, Georgia. The applicant, KINH Enterprises Inc is requesting to rezone 0.287 acres from RS (Single-Family Residential) to GC (General Commercial) to rebuild a convenience store.

LaShawn Gardiner, Director Planning & Community Development Department 404-366-4720 9003-351134, 6/28,7/5,12,2023

9020 Service/Construction Bids

The Clayton County Water Authority will open sealed proposals from qualified vendors via a Virtual Teams Meeting on **Thursday July 20, 2023, at 2:00 p.m. local time** for the:

Annual Contract for Mitigation Services

Any proposals received after this date and time will be considered non-responsive.

A Non-Mandatory Pre-Pro

The Pre-Proposal Meeting

is mandatory for all Pre-qualified Firms and will be held at 218 Stockbridge Road, Jonesboro, GA 30236 at 2 pm on June 14, 2023. Any Firm that fails to attend the mandatory Pre-Proposal Meeting shall not be permitted to submit a proposal on the project.

The proposed project scope of work consists of, but not limited to the following:

The new construction 500 capacity pre-kindergarten facility will include a 2 story Administration wing that will contain offices and conference rooms. 4 classroom pods that will consist of 8 classrooms and a collaboration space. A media center, STEM lab, play, art and music rooms, a fully functional kitchen and cafeteria. On-site parking, bus and parent drop-offs. Outdoor playgrounds and lawn learning areas.

The Pre-Proposal Meeting

is mandatory for all Pre-qualified Firms and will be held at 218 Stockbridge Road, Jonesboro, GA 30236 at 2 pm on June 14, 2023. Any Firm that fails to attend the mandatory Pre-Proposal Meeting shall not be permitted to submit a proposal on the project.

Only prequalified firms can submit proposals.

Proposal submission Deadline: July 10, 2023 at 3:00 pm.

CCPS will only accept online submissions for this RFP.

Firms must register in Bonfire as a vendor at: <https://claytonk12ga.bonfire.com/portal/?tab=login> in order to submit a proposal prior to the submission deadline.

Proposals and all required forms must be fully completed and submitted in ink and

File Attachments for Item:**5. Council Discussion and Approval of Conditional Use Permit (CUP-2023-04)- 5370 Ash Street – Planning & Community Development****Background/History:**

The applicant is requesting a Conditional Use Permit to operate a youth performing arts facility, rehabilitation group home for teens, summer camp, health clinic and an adult education program at 5370 Ash St. This property is located within the Single-Family Residential District (RS). Per Section 8-8-28 Single Family Residential District (RS), Places of worship, private school and daycare centers require conditional use permits to operate in the Single-Family Residential District. A church currently exists on the subject property. The Planning Commission recommended **Denial of a Conditional Use Permit** at its meeting on June 15, 2023, based on the potential of a liability of children and adult activities that include clinics, recovering alcoholics and offenders mixing. The following combination would not be allowed as a combined use. **This item was tabled on 7/17/2023 and is back up for an update to the Mayor and Council.**

Staff met with the applicant after the last Council meeting. The original application request still needs to be clarified by the applicant. At present, it is anticipated that the uses on the site will be limited to a church and a related school. Once staff receives the additional information requested from the applicant, this will be brought back to the Mayor and Council for further consideration.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Conditional Use Permit (CUP-2023-04)- 5370 Ash Street – Planning & Community Development

Submitted By: LaShawn Gardiner

Date Submitted: June 22, 2023

Work Session Date: July 3, 2023

Council Meeting Date: July 3, 2023

Background/History:

The applicant is requesting a Conditional Use Permit to operate a youth performing arts facility, rehabilitation group home for teens, summer camp, health clinic and an adult education program at 5370 Ash St. This property is located within the Single-Family Residential District (RS). Per Section 8-8-28 Single Family Residential District (RS), Places of worship, private school and daycare centers require conditional use permits to operate in the Single-Family Residential District. A church currently exists on the subject property. The Planning Commission recommended **Denial of a Conditional Use Permit** at its meeting on June 15, 2023, based on the potential of a liability of children and adult activities that include clinics, recovering alcoholics and offenders mixing. The following combination would not be allowed as a combined use.

Cost: \$ N/A

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

Financial Impact:

N/A

Action Requested from Council:

Denial of a Conditional Use Permit in a RS (Single-Family Residential) zoned district.

Informational Summary

5370 Ash Street, Forest Park, GA

Current Zoning: RS | Single Family Residential.

Background Information:

April 2022: Planning Commission recommended Approval to allow a church, school, daycare, and affiliated offices at the subject property in a RS (Single-Family Residential) district.

May 2, 2022: City Council voted to approve the recommendation of the Planning Commission to allow the church, school, daycare, and affiliated offices as a conditional use at the subject property in a RS District.

May 9, 2022: Mayor Butler vetoed the Conditional Use Permit request stating the following:

There remain too many existing or changing conditions affecting the use and development of the property which cause for disapproval of the proposal. First, until recently, the applicant was operating a trucking business in violation of our code of ordinances at the location. The applicant was found guilty in Municipal Court and ordered to pay a fine. I am informed that there may have been other for-profit businesses that illegally operating there as well. Second, the City does not have sufficient information about the school the applicant proposes to locate at the property. No information was provided to the Council regarding whether the applicant had received or was likely to receive any necessary state approvals or accreditation credentials pertaining to the school. Additionally, the applicant did not provide information to the Council regarding the number of students, the amount of traffic the school would generate or other pertinent information to allow the Council to decide on whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. Finally, the applicant did not demonstrate he had a feasible plan for making the repairs necessary for the proper use of the buildings at the location.

Per Code Section 8-8-189. Reapplication of Conditional Use Permit. If the decision of the Mayor and Council is to deny the Conditional Use Permit, then the same property may not again be considered for a Conditional Use until the expiration of at least six (6) months immediately following such denial.

May 10, 2023: Applicant, Cynthia Waters (Angels of God/Life Christian Academy School of Performing Arts), submitted an application to the Planning & Community Development Department. The request for a Conditional Use Permit at the subject property was for the following uses:

- (1) Youth performing arts facility
- (2) Rehabilitation group home for teens
- (3) AA (Alcoholic Anonymous) meetings for court mandated residents
- (4) Summer camp
- (5) Health clinics

The applicant's application mentioned the following services to be offered: (1) Provide office space for small entrepreneurs to conduct business and (2) weekly food drives

July 17, 2023, This item was tabled awaiting more information.



Planning & Community Development Department
 785 Forest Parkway
 Forest Park, Georgia 30297
 (404) 608-2300 Fax: (404) 608-2306

Staff Report – Conditional Use Permit

Public Hearing Date: June 15, 2023

City Council Meeting: August 7, 2023

Case: CUP-2023-04

Current Zoning: RS – Single Family Residential District

Proposed Request: Applicant is requesting a Conditional Use Permit to operate a youth performing arts facility, rehabilitation group home for teens, summer camp, health clinic and an adult education program in the historic church within the Single-Family residential District (RS).

Staff Report Compiled By: SaVaughn Irons, City Planner

Staff Recommendation: Denial of Conditional Use

APPLICANT INFORMATION

Owner of Record:		Applicant:	
Name: Cynthia Waters		Name: Cynthia Waters	
Address: 5370 Ash street		Address: 5370 Ash Street	
City/State: Forest Park, GA 30297		City/State: Forest Park, GA 30297	

PROPERTY INFORMATION

Parcel Number: 13079D G010	Acreage: 5.48
Address: 5370 Ash Street, Forest Park, GA 30297	FLU: Institutional

SUMMARY & BACKGROUND

The applicant is requesting a Conditional Use Permit to operate a youth performing arts facility, rehabilitation group home for teens, summer camp, health clinic and an adult education program at 5370 Ash St. This property is located within the Single-Family Residential District (RS). Per Section 8-8-28 Single Family Residential District (RS), Places of worship, private school and daycare centers require conditional use permits to operate in the Single-Family Residential District. Currently, the property houses a historic church.

Property Zoned Single Family Residential District (RS)

ZONING CLASSIFICATIONS OF CONTIGUOUS PROPERTIES

Direction	Zoning & Use	Direction	Zoning & Use
North	RS- Single Family Residential	East	Clayton County (Morrow)

South	RS- Single Family Residential	West	RS- Single Family Residential
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AERIAL MAP



ZONING MAP



SITE PHOTOS – MARCH 2023







ZONING CRITERIA AND ANALYSIS

1. **Would the proposed amendment be consistent and compatible with the City's land use and development, plans, goals, and objectives?** The proposed use is not compatible and would not be consistent with the City's land use and development goals and objectives.
2. **Would the proposed amendment tend to increase, to decrease, or to have no impact on traffic safety and congestion in the streets?** The proposed use can have a significant impact on traffic due to it being a residential area and if granted the continual use, having multiple activities at once can create an environment for increased traffic depending upon the number of people attending each activity.
3. **Would the proposed amendment tend to increase, to decrease, or to have no relationship to safety from fire and other dangers?** The proposed use will not have an increase, decrease of the relationship to safety from fire and other dangers if event space attendee numbers are minimized.
4. **Would the proposed amendment tend to promote, to diminish, or to have no influence on the public health and general welfare of the City?** The proposed development does appear to be a detriment to the public health, safety, morals, or

general welfare if the Conditional Use Permit is granted based on the multiple uses proposed by applicant and the potential liability that could be presented.

5. **Would the proposed amendment tend to increase, to decrease or to have no influence on the adequacy of light and air?** The proposed use will not increase, decrease, or have any influence on the adequacy of light and air.
6. **Would the proposed amendment tend to cause, to prevent, or to have no influence on the overcrowding of land?** No.
7. **Would the proposed amendment tend to cause, to prevent, or to have no relationship on the population distribution within the city, thus creating any area so dense in population as to adversely affect the health, safety, and general welfare of the City?** The proposed use will not increase the population or density as to adversely affect the health, safety, and general welfare of the city.
8. **Would the proposed amendment tend to impede, to facilitate, or to have no impact on the adequate provision of transportation, water, sewerage, other public services, utilities, or facilities?** The proposed use will not cause any additional impact on the water/sewer and other utilities or other public services.
9. **Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties?** The subject property value has no existing zoning restriction that would diminish the value and enjoyment of surrounding properties.
10. **Would the proposed amendment tend to promote, to diminish, or to have no influence upon the aesthetic effect of existing and future uses of the property and the surrounding area?** Granting a Conditional Use Permit would not diminish the future uses of the property and surrounding area.
11. **Would the proposed amendment have measurable adverse economic effect on the value of surrounding or adjacent property?** The use does not appear suitable for the nearby properties. There is no indication of any potential detrimental causes that would decrease the property value of surrounding or adjacent property.
12. **Would the proposed amendment create an isolated district unrelated to adjacent and nearby districts?** The Conditional Use Permit would create an isolated district.

STAFF RECOMMENDATION

Staff recommends **DENIAL OF A CONDITIONAL USE PERMIT** based on the potential liability of having children and a mixture of adult activities that include clinics, recovering alcoholics and offenders. The following combination would not be allowed as a combined use.

In detail, provide a summary of the proposed project in the space provided below. Include the proposed use of each existing or proposed building, and the proposed land use.

Life Christian Academy is a private performing arts school geared towards under-privileged students needing specialized education. We follow the STEM learning curriculum to prepare and develop our students for college. LCA plans to bring a youth performing arts facility, a rehabilitation group home for teens, AA meetings for court mandated residents, summer camp, health clinics, and much more to Forest Park, GA. Our church Restoration & Deliverance COGIC will have weekly food drives for anyone in the Clayton County area in need of assistance, youth empowerment summer camps, and much more to support the community outreach program. LCA & R&D partnered with a daycare provider to bring their services to 5370 Ash Street in efforts to aid low income working families as an extension of our community development. Our main building has office spaces that can help build small entrepreneurs by offering a professional space to conduct business which correspond with our adult education and reclamation program. The office spaces would only be offered to regular general tax classification businesses. Our overall goal is to provide services that are essential to rebuilding our community, our city, and most importantly our youth because they are the future!

What are the reasons the property cannot be used in accordance with the existing regulations?

The property cannot be used in accordance with the existing regulations because it's zoned as a residential building and the plans we have are for commercial use according to the City of Forest Park, GA.

How would the proposed use impact on public facilities and services?

The proposed use would not directly impact the public facilities. However, the surrounding businesses would generate more revenue due to our building/facility bringing customers to the area.

File Attachments for Item:**6. Council Discussion and Approval of Newton County Fire Service Clinical Agreement- Fire Department****Background/History:**

A mutual agreement of understanding between Newton County Fire Service (NCFS) and the City of Forest Park has been established for the purpose of EMT training.

NCFS has Firefighters and Responders from Forest Park and other service areas enrolled in their EMT program, which provides clinical training and assists with improving skills and knowledge for individuals desiring to become licensed EMTs or Paramedics.

This agreement, once approved, will be assigned to both parties. The attached agreement will be further explained by Fire Chief Latosha Clemons.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: NEWTON COUNTY FIRE SERVICE CLINICAL AGREEMENT

Submitted By: SANDRA DAVIS – FIRE DEPT. OFFICE COORDINATOR

Date Submitted: July 26, 2023

Work Session Date: August 7, 2023

Council Meeting Date: August 7, 2023

Background/History:

A mutual agreement of understanding between Newton County Fire Service (NCFS) and the City of Forest Park has been established for the purpose of EMT training.

NCFS has Firefighters and Responders from Forest Park and other service areas enrolled in their EMT program, which provides clinical training and assists with improving skills and knowledge for individuals desiring to become licensed EMTs or Paramedics.

This agreement, once approved, will be assigned to both parties. The attached agreement will be further explained by Fire Chief Latosha Clemons.

Cost: \$ N/A

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

Financial Impact: NONE

Action Requested from Council: Agreement to be approved by City Manager and adopted by Council

Newton County Fire Service
Clinical Agreement

This agreement of understanding is made and entered into this the 19th day of July, 2023 by and between Newton County Fire Service (hereafter referred to as NCFS), whose address is 4136 Highway 278, Covington, Ga 30014 and the City of Forest Park (hereafter referred to as FOREST PARK), whose address is 745 Forest Parkway, Forest Park, GA 30297.

Whereas, FOREST PARK desires to assist and improve the general healthcare provided to the citizens of our service areas; and

Whereas, an important element of emergency health care involves the field treatment and transportation of patients to an appropriate medical facility; and

Whereas, the medical care and attention given to patients in the field and during transportation is a critical element in the provision of emergency health and

Whereas, NCFS has Fire Fighters and Responders from our service areas enrolled in their EMT program; and

Whereas, FOREST PARK agrees to allow the students of NCFS the privilege of clinical experience while observing on a FOREST PARK response Unit; and

Whereas, the above-named parties, through their respective representatives, desire to cooperate in the operation of a clinical training program in order to provide for a training experience where individuals desiring to become licensed Emergency Medical Technicians/Advanced Emergency Medical Technicians so as to assist the students in improving their skills and knowledge.

Now, therefore, in consideration the mutual promises and agreements contained herein the parties do hereby agree as follows:

Section A: NCFS shall do or cause to be done the following:

- 1) Be responsible for the initial training and education of the student participating in an approved DPH program.
- 2) Will ensure that the individuals participating in this rotation have satisfactorily completed the necessary portions of their curriculum prior to beginning their rotation with FOREST PARK.
- 3) Be responsible to FOREST PARK for the quality of care rendered to patients by the students. But FOREST PARK will maintain overall responsibility for providing care to all patients.
- 4) Provide adequate written information regarding the students and the clinical experiences needed prior to the scheduling of each educational experience.
- 5) Will provide FOREST PARK with the objectives of the clinical rotation while assigned to report to FOREST PARK.
- 6) Assure observance by all of its participating students of existing FOREST PARK policies and procedures, which includes confidentiality of medical records and patient information.
- 7) Initiate, as needed, appropriate follow-up with FOREST PARK concerning all students entering the clinical experience, to ascertain appropriateness of performance, behaviors and need for restructuring of clinical program.
- 8) Will provide evidence of student's good health including, but not limited to, PPD test, Hepatitis immunity, and Rubella vaccination (a signed letter by the instructor verifying the above will suffice unless specific proof is requested). Tetanus vaccination is advised, but not required.

Newton County Fire Service
Clinical Agreement

- 9) Will verify that all students are covered by professional liability insurance, at a level of at least \$1,000,000.00 and show evidence of coverage prior to scheduling (a signed letter by the instructor attesting to the above will suffice unless specific proof is requested).
- 10) Will ensure that students are aware that they will individually be responsible for any expenses incurred by the students due to illness or accident while participating in the program. Each student will be responsible for signing a waiver to this effect prior to their scheduled shifts with FOREST PARK.
- 11) Agrees to ensure that all students assigned to FOREST PARK are assigned solely for the purpose of obtaining clinical education and experience and they will not be considered employees of FOREST PARK.
- 12) Will withdraw from the clinical rotation program any student whom FOREST PARK requests to be withdrawn for reasons including, but not limited to, one whose behavior or work is hazardous or potentially hazardous to patient service.
- 13) Will ensure that there is a qualified Licensed instructor representing NCFS Program who is ultimately responsible for the conduct and actions of the students and this person will be available (on call) at all times for the students and FOREST PARK. The name and contact number of each responsible instructor must be on file prior to the clinical rotation, and documented on student liability waivers.
- 14) Will abide by all local, state, and federal laws, regulations, and rules and abide by all applicable licensing/certification requirements.
- 15) Will ensure that all students report to clinical rotations wearing their official class/school clinical uniform.
 - a) All students must be well groomed.
 - b) All students must wear an ID clearly indicating them as students.
- 16) Assure that all students have a comprehensive, nationwide criminal background check prior to participation in clinical rotations at FOREST PARK. Students with felony arrests, violent histories, and/or sex offender status will be excluded from participation.
- 17) Assure that all students complete drug screening prior to their assigned clinical rotation with FOREST PARK (at student's/program's expense), and that all participants are negative for tested substances (a signed letter by the instructor verifying the above will suffice unless specified proof is requested). Assure that participants sign an agreement of understanding that FOREST PARK is a drug free workplace and, that random screens may be conducted during training. Chemically dependent persons will be excluded from participation. Students taking prescribed medications which Impair performance/judgment (i.e. narcotic pain medications) are requested to refrain from participating in clinical rotations until those medications have cleared their system.
- 18) Assure that all students have reviewed and signed the Student Guidelines agreement prior to beginning rotations with FOREST PARK.

Section B: FOREST PARK shall do or cause to be done the following:

- 1) Provide adequate clinical services for NCFS students in accordance with the objectives to the extent possible considering staffing restrictions and availability of preceptors.
- 2) As requested by NCFS, assist in a supervised orientation for the students and provide accessibility to equipment and records as necessary for teaching purposes.

Newton County Fire Service
Clinical Agreement

- 3) Assist in the evaluation of NCFS students learning, performance, and patient care.
- 4) Complete required verification of student attendance forms, skill completion, and other documents as requested by NCFS
- 5) Investigate any reports, and if indicated, initiate disciplinary action of unsatisfactory clinical experiences resulting from FOREST PARK employee conduct.

Section C: Privacy Agreement (HIPAA Compliance)

- 1) Use of Protected Health Information—NCFS shall ensure that its Faculty, Participating Trainees, and Training Supervisors, do not use Protected Health Information received from FOREST PARK in any manner that would constitute a violation of the Privacy Standards. NCFS will specifically instruct students that no personally identifiable information will be taken from FOREST PARK in any form.
- 2) Reporting of Disclosures of Protected Health Information—NCFS, within five (5) days of becoming aware of a disclosure of Protected Health Information in violation of this Agreement by NCFS it's EMS Faculty, Participating Trainees, and Training Supervisors, report any such disclosure to FOREST PARK.

Section D: NCFS and FOREST PARK agree to be mutually responsible for the following:

- 1) Clinical assignments for EMT/AEMT students taking part in the rotation based on goals and objectives of the program and availability of student slots. .
- 2) Both will work together to maintain an environment which provides quality student teaming.
- 3) The parties mutually agree that neither party will discriminate against any applicant for enrollment for a course of study or against any student in his/her course of study on the basis of race, color, sex, creed, national origin, age or handicap; provided such handicap does not preclude such n person's physical and mental ability to participate therein. The applicable provisions of Executive Order 1 1246, 503 of the Rehabilitation ACT of 1973 and the Vietnam Veterans Readjustment Assistance Act, and applicable regulation thereunder, are incorporated by reference.

Section E: It is understood that:

- 1) This agreement shall remain in full force and effect for a period of two years, unless terminated by either party or a mutual decision by both NCFS and FOREST PARK.
- 2) Either party may terminate with or without cause this agreement within 30 days' written notice to the other party before the start of the next rotation.
- 3) This agreement may be modified by mutual consent, provided any and all modification will be in writing and signed by both parties, NCFS and FOREST PARK.
- 4) This agreement will be interpreted and constructed by the Laws of the State of Georgia.
- 5) Any provision of this agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this agreement, the legality, validity, and enforceability of the remaining provision shall not be affected thereby,

Newton County Fire Service
Clinical Agreement

- 6) Under this agreement, the relationship of the parties Will be that of independent contractors. Neither party shall exorcise control over the method, manner, or means by which the other performs its duties.
- 7) Any addendums or amendments to this agreement are made apart of this agreement by reference.
- 8) This agreement cannot be assigned without written approval of both parties.
- 9) Please see attachment forms requiring student signature referred to in Section A of this document.

Chief Michael W. Conner
Newton County Fire Services

Date

Chief Latosha Clemons
Forest Park Fire & Emergency Services

Date

Ricky Clark
Forest Park, GA City Manager

Date

RESOLUTION NO. _____

**A RESOLUTION TO AUTHORIZE A CLINICAL AGREEMENT WITH
THE NEWTON COUNTY FIRE SERVICE**

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

WHEREAS, the City proposes to enter into a certain clinical agreement with the Newton County Fire Service for students enrolled in the Newton County EMS training program;

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

SECTION 1. Approval of Contract. The Clinical Agreement attached hereto as Exhibit A and as presented to the City Council on August 7, 2023 with Newton County is hereby approved by the City Council.

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, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 7th day of August, 2023.

Mayor Angelyne Butler

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
CLINICAL AGREEMENT

File Attachments for Item:

7. Council Discussion and Approval of Text Amendment – Planning & Community Development

Background/History:

The Planning & Community Development Department has discovered an area of the Sign Ordinance that needs to be amended to allow certain entertainment establishments that offer performing arts shows, cultural plays, theatrical performances and similar events, signage that allow for advertisement of such events.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Text Amendment – Planning & Community Development

Submitted By: LaShawn Gardiner

Date Submitted: 7-28-2023

Work Session Date: 8-7-2023

Council Meeting Date: 8-7-2023

Background/History:

The Planning & Community Development Department has discovered an area of the Sign Ordinance that needs to be amended to allow certain entertainment establishments that offer performing arts shows, cultural plays, theatrical performances and similar events signage that allow for advertisement of such events.

Cost: \$ N/A

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

Financial Impact: N/A

N/A

Action Requested from Council:

Approval of the Text Amendment

STAFF REPORT – Text Amendment
 Planning Commission
 Public Hearing Date: July 20, 2023
 City Council Meeting: August 7, 2023

Case: TA-2023-02

Proposed Request: Text Amendments to the City of Forest Park Sign Ordinance

Staff Report Compiled By: LaShawn Gardiner, Director-Planning & Community Development

Staff Recommendation: Approval to amend the Sign Ordinance

PROPOSED TEXT AMENDMENTS

1. The Planning & Community Development Department is proposing three text amendments to the Sign Ordinance. Case #TA-2023-02 includes an amendment providing an addition to Sec. 8-3-3 Definitions, an amendment eliminating language from Sec. 8-3-14 Prohibited Signs and Devices, and an amendment adding standards to Sec. 8-3-23 Restrictions Based on Location.

BACKGROUND

The Planning & Community Development Department has discovered an area of the Sign Ordinance that needs to be amended. The requested text amendments will not be injurious to the public health, safety, morals, and general welfare of the community. The use will not be affected in a substantial, adverse manner.

The following text amendments have been proposed:

2. An amendment to Section 8-3-3 Definitions, adding Changeable Copy, Message Board, and Reader Board.
3. An amendment to Section 8-3-14 Prohibited Signs, eliminating the word changeable copy signs.
4. An amendment to Section 8-3-23 Restrictions Based on Location.

The update creates a standard for the type of signs allowed in said zoning districts. The current sign ordinance limits the ability of establishments such as theaters, auditoriums, and cultural arts venues to advertise and promote performances. This update will clarify the requirements.

ARTICLE A. GENERAL PROVISIONS

Sec. 8-3-3. Definitions-The addition of New Definitions

Changeable Copy Sign-- A sign which allows characters, letters, or illustrations to be changed without altering the sign.

Message Board Sign-- a board or sign on which messages or notices are displayed.

Reader Board Sign-- Reader board means a sign that is designed so that characters, letters, or illustrations can be changed or rearranged without altering the face or the surface of the sign.

Sec. 8-3-14. Prohibited signs and devices.

The following types of signs are prohibited in the city:

- (1) *Balloons, pennants, streamers.* Balloons, except as explicitly allowed herein, pennants, streamers, feather signs, or air or gas filled figures.
- (2) *String lights.* Signs consisting in whole or in part of a series, line, or row of lights, whether supported or connected by cables or wires or other physical means, within one hundred fifty (150) feet of a street and visible therefrom. Notwithstanding the foregoing, white string lights shall be exempted from this section and colored string lights and decorations displayed during the months of November, December and January shall be exempted from this section. At no time may string lights be used to outline building elements such as roofs, windows, archways, or doors.
- (3) *Beacons, search lights, laser.* Promotional beacons, search lights or laser lights or images.
- (4) *Audible signs.* Any sign which emits a sound which is audible or emits a signal which can be converted into audible sounds, whether by radio or other means.
- (5) *Signs in right-of-way.* Signs in a public right-of-way, other than those belonging to a government, public service agency, or railroad.
- (6) *Signs on tree or utility pole.* Signs mounted or located on a tree, utility pole, or other similar structure.
- (7) *Roof signs.* Roof signs and signs which extend vertically above any portion of a roof or parapet of the applicable wall that is visible to adjacent property owners.
- (8) *Portable signs.* Portable signs (except sidewalk/sandwich signs), including signs attached to any parked vehicle or trailer, so as to be visible from a public right-of way.
- (9) *Obscene signs.* Signs which depict obscene material.
- (10) *Illegal activity signs.* Signs which advertise an activity which is illegal under federal, state, or local laws.
- (11) *Signs not maintained.* Signs not in good repair, in violation of codes, or containing or exhibiting broken panels, visible rust, visible rot, damaged support structures, or missing letters.
- (12) *Abandoned signs.* Abandoned signs.
- (13) *Animated; flashing; electronic.* Animated signs, flashing signs, electronic signs, and **changeable-copy signs** (except as explicitly allowed herein).
- (14) *Imitation traffic signs.* Signs which contain or are an imitation of an official traffic sign or signal or contain the words "stop," "go," "slow," "caution," "warning," or similar words in such a manner as to resemble official traffic control signs.

Sec. 8-3-23. Restrictions based on location.

If not otherwise stated, any sign not specifically allowed in a zoning district as provided under this section shall be prohibited in that district, except as otherwise provided for under this chapter. The following standards govern signs within specific zoning districts.

- (1) RS—Single family residential district.

- a. *Entry feature sign/freestanding sign.* One (1) maximum thirty-two (32) square foot, freestanding monument sign per lot occupied with an institutional use shall be permitted for each street on which the lot has frontage. The sign may have sign panels.
1. One (1) maximum thirty-two (32) square foot, freestanding monument sign or two (2) single-faced freestanding monument signs not to exceed sixteen (16) square feet for each side of a platted single-family subdivision entrance shall be permitted for each street on which the subdivision has an entrance. If developed with a mixture of detached and attached dwellings in separate pods or phases, an additional sixteen (16) square foot sign shall be permitted for the attached dwelling phase.
 2. Entry feature signs shall have a maximum height of six (6) feet, may be externally illuminated, and shall not have changeable copy.
 3. Entry feature signs may be attached to a subdivision entrance wall, provided the wall is no more than eight (8) feet in height, and so long as the top of the sign panel is no more than six (6) feet in height.
- (2) RT—Two family residential district.
- a. *Entry feature sign/freestanding sign.*
1. One (1) maximum thirty-two (32) square foot, freestanding monument sign per lot occupied with an institutional use shall be permitted for each street on which the lot has frontage. The sign may have sign panels.
 2. One (1) maximum thirty-two (32) square foot, freestanding monument sign or two (2) single-faced freestanding monument signs not to exceed sixteen (16) square feet for each side of a platted single-family subdivision entrance shall be permitted for each street on which the subdivision has an entrance. If developed with a mixture of detached and attached dwellings in separate pods or phases, an additional sixteen (16) square foot sign shall be permitted for the attached dwelling phase.
 3. Entry feature signs shall have a maximum height of six (6) feet, may be externally illuminated, and shall not have changeable copy.
 4. Entry feature signs may be attached to a subdivision entrance wall, provided the wall is no more than eight (8) feet in height, and so long as the top of the sign panel is no more than six (6) feet in height.
- (3) RM—Multiple family residential district.
- a. *Entry feature sign/freestanding sign.*
1. One (1) maximum thirty-two (32) square foot freestanding monument sign shall be permitted for each street on which the multi-family lot has frontage. The sign shall have a maximum height of six (6) feet, may be externally illuminated, and shall not have changeable copy.
 2. One (1) maximum thirty-two (32) square foot, freestanding monument sign per lot occupied with an institutional use shall be permitted for each street on which the lot has frontage. The sign may have sign panels.
- (4) MH—Mobile home park district.
- a. *Entry feature sign/freestanding sign.*

1. One (1) maximum thirty-two (32) square foot freestanding monument sign shall be permitted for each street on which the multi-family lot has frontage. The sign shall have a maximum height of six (6) feet, may be externally illuminated, and shall not have changeable copy.
 2. One (1) maximum thirty-two (32) square foot, freestanding monument sign per lot occupied with an institutional use shall be permitted for each street on which the lot has frontage. The sign may have sign panels.
- (5) IC—Institutional commercial district.
- a. Freestanding signs.
 1. One (1) maximum thirty-two (32) square foot, freestanding monument sign per street frontage shall be permitted for each lot which contains less than fifteen (15) acres.
 2. For lots that contain more than fifteen (15) acres, one (1) maximum sixty-four (64) square foot, freestanding monument sign for the primary frontage and one (1) thirty-two (32) square foot, freestanding monument sign for each street on which the lot has secondary frontage. If the primary frontage of the lot is five hundred (500) linear feet or more and if the lot has two (2) or more entrances on the street on which it has primary frontage, the one (1) maximum sixty-four (64) square foot sign may be substituted by two (2) single-faced freestanding monument signs not to exceed thirty-two (32) square feet. The sign shall have a maximum height of six (6) feet if thirty-two (32) square feet or less and eight (8) feet if sixty-four (64) square feet or less.
 3. All freestanding monument signs may be internally or externally lit. Each sign may have sign panels. If constructed as part of a brick or stone wall, at least thirty (30) feet in length, the sign face may double the allowable size, and sign panels may be measured separately rather than as part of a continuous polygon as required by this section. If the freestanding sign is constructed on a wall with the increased sign size allowance, the parcel shall not be permitted to construct a separate directory sign. The freestanding sign size may be increased by thirty-two (32) square feet if the owner of the parcel opts to not construct a separate directory sign.
 - b. Changeable copy, message board, or reader board wall signs.
 1. One (1) changeable copy, message board, or reader board sign shall be permitted for the following establishments:
 - Theaters
 - Auditoriums
 - Performing Arts Centers
 - Museums (Art, music)
 - Community Centers/Dinner Club offering theatrical/cultural performances/plays
 - Art Galleries (offering occasional art showcases)
 2. The changeable copy, message board, or reader board wall sign shall be considered the primary sign of the building and shall face a major street.
 3. If the business location is on a corner of a building or corner lot, a secondary business wall sign is permitted, but it cannot be a changeable copy, reader board or message board sign.

4. Changeable copy, reader board, message board wall signs shall be in an enclosed case so that letters and other characters are not blown onto the property during inclement weather or other activities or events which would cause letters to be blown off.
5. Such signs shall be mounted to the wall or façade of the building.
6. Current Wall Sign standards shall apply, refer to Sec. 8-3-24 (g) Wall Signs.
7. Signs may be illuminated during evening /normal dark hours only.
8. Sign face shall only spell out the business name when there are no events/shows being advertised.
9. Letters or copy shall be one color.
10. Illumination of sign face shall not be designed to blink or cause any type of movement; illuminated sign face shall be static at all times.

(6) GC—General commercial district.

a. *Freestanding signs.*

1. One (1) maximum thirty-two (32) square foot per street frontage for each lot which contains less than fifteen (15) acres. The freestanding monument sign shall have a maximum height of six (6) feet.
2. For lots that contain more than fifteen (15) acres, one (1) maximum sixty-four (64) square foot, freestanding monument sign for the primary frontage and one thirty-two (32) square foot, freestanding monument sign for each street on which the lot has secondary frontage. If the primary frontage of the lot is five hundred (500) linear feet or more and if the lot has two (2) or more entrances on the street on which it has primary frontage, the one (1) maximum sixty-four (64) square foot monument sign may be substituted by two (2) single-faced freestanding monument signs not to exceed thirty-two (32) square feet. The sign shall have a maximum height of six (6) feet if thirty-two (32) square feet or less and eight (8) feet if sixty-four (64) square feet or less.
3. All freestanding signs may be internally or externally lit. Each sign may have sign panels. If constructed as part of a brick or stone wall, at least thirty (30) feet in length, the sign face may double the allowable size, and sign panels may be measured separately rather than as part of a continuous polygon as required by this section. If the freestanding sign is constructed on a wall with the increased sign size allowance, the parcel shall not be permitted to construct a separate directory sign. The freestanding monument sign size may be increased by thirty-two (32) square feet if the owner of the parcel opts to not construct a separate directory sign.

(7) **DM- Downtown Mainstreet District.**

A. Streetscape Signage.

1. Streetscape Signage design shall be compatible in scale, style, and composition with the building and storefront as a whole.
2. Durable materials and quality construction shall be evident in all streetscape signage.

3. Projecting Sign. Any sign which is suspended or projected from the wall, eave, or soffit of the building. Projection signs shall be located a minimum of 12 inches below the second story windowsill or top of the building, whichever is lower. Corner buildings may place projecting signage on their corner.

4. Blade signs. Shall be mounted to provide an eight-foot clearance under the lowest part of the sign and shall not extend more than five (5) feet into the right-of-way; all right-of-way encroachments shall require an encroachment permit.

5. Channel letters, silhouette signage, and individualized letter signs may be located in a signage band above the storefront windows.

6. Awning Signs. Any sign that is a part of, or attached to, an awning, canopy or other fabric, plastic or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy. Awnings may include signage.

7. Freestanding Signs. Freestanding signs are prohibited.

8. Neon Signs. Neon signs are prohibited.

B. General Provisions

1. Signs shall be located to fit the architectural elements such as in the lintel or sign frieze that separates the ground level from the upper façade, on the upper façade walls, or projecting from the face of the building.

2. Signs shall not obstruct the architectural elements and details of a building.

3. Wall signs shall be placed such that they align with other signs on the block.

4. Roof signs shall not be incorporated.

5. For buildings with multiple tenants, signs shall be located only on the portions of the building directly outside the area occupied by that tenant or contained within consolidated directories, as defined in the City Sign Ordinance.

6. Signs shall be illuminated by indirect lighting. Internally illuminated box-type plastic signs shall not be permitted, but signs composed of illuminated individual letters shall be permitted.

(8) UV—Urban village district.

a. Freestanding signs.

1. One (1) maximum thirty-two (32) square foot, freestanding monument sign per street frontage shall be permitted for each lot which contains less than fifteen (15) acres.
2. For lots that contain more than fifteen (15) acres, one (1) maximum sixty-four (64) square foot, freestanding monument sign for the primary frontage and one (1) thirty-

two (32) square foot, freestanding monument sign for each street on which the lot has secondary frontage. If the primary frontage of the lot is five hundred (500) linear feet or more and if the lot has two (2) or more entrances on the street on which it has primary frontage, the one (1) maximum sixty-four (64) square foot monument sign may be substituted by two (2) single-faced freestanding monument signs not to exceed thirty-two (32) square feet. The sign shall have a maximum height of six (6) feet if thirty-two (32) square feet or less and eight (8) feet if sixty-four (64) square feet or less.

(9) Industrial districts.

a. *Freestanding signs.*

1. One (1) maximum thirty-two (32) square foot, freestanding monument sign shall be permitted for each street on which the lot has up to and including five hundred (500) feet of frontage. The sign shall have a maximum height of eight (8) feet (see exception) and shall not have changeable copy.
2. One (1) maximum sixty-four (64) square foot, freestanding monument sign shall be permitted for each street on which the lot has more than five hundred (500) linear square feet and up to one thousand (1,000) linear feet of frontage. The sign shall have a maximum height of eight (8) feet (see exception) and shall not have changeable copy.
3. One (1) maximum seventy-two (72) square foot, freestanding monument sign shall be permitted for each street on which the lot has more than one thousand (1,000) linear feet of frontage (excludes spin sites and out-parcels). The sign shall have a maximum height of eight (8) feet (see exception) and shall not have changeable copy.
4. One (1) maximum thirty-two (32) square foot, freestanding monument sign per spin site or out-parcel which is identified on a site plan approved pursuant to a single zoning case.
5. Freestanding monument signs on arterial streets may be ten (10) feet in height.
6. All freestanding signs may be internally or externally lit. Each sign may have sign panels. If constructed as part of a brick or stone wall, at least thirty (30) feet in length, the sign face may double the allowable size, and sign panels may be measured separately rather than as part of a continuous polygon as required by this section. If the freestanding sign is constructed on a wall with the increased sign size allowance, the parcel shall not be permitted to construct a separate directory sign. The freestanding sign size may be increased by thirty-two (32) square feet if the owner of the parcel opts to not construct a separate directory sign.

(10) GZ Gillem zoning district.

- a. *Billboards.* Billboards are prohibited.
- b. *Freestanding.*

1. One (1) maximum thirty-two (32) square foot, freestanding monument sign shall be permitted for each street on which the lot has up to and including five hundred (500) feet of frontage. The sign shall have a maximum height of eight (8) feet (see exception) and shall not have changeable copy.
2. One (1) maximum sixty-four (64) square foot, freestanding monument sign shall be permitted for each street on which the lot has more than five hundred (500) linear

square feet and up to one thousand (1,000) linear feet of frontage. The sign shall have a maximum height of eight (8) feet (see exception) and shall not have changeable copy.

3. One (1) maximum seventy-two (72) square foot, freestanding monument sign shall be permitted for each street on which the lot has more than one thousand (1,000) linear feet of frontage (excludes spin sites and out-parcels). The sign shall have a maximum height of eight (8) feet (see exception) and shall not have changeable copy.
4. One (1) maximum thirty-two (32) square foot, freestanding sign per spin site or out-parcel which is identified on a site plan approved pursuant to a single zoning case.
5. Freestanding signs on arterial streets may be ten (10) feet in height.
6. All freestanding signs may be internally or externally lit. Each sign may have sign panels. If constructed as part of a brick or stone wall, at least thirty (30) feet in length, the sign face may double the allowable size, and sign panels may be measured separately rather than as part of a continuous polygon as required by Section 23 hereof. If the freestanding sign is constructed on a wall with the increased sign size allowance, the parcel shall not be permitted to construct a separate directory sign. The freestanding sign size may be increased by thirty-two (32) square feet if the owner of the parcel opts to not construct a separate directory sign.

Staff's recommendation is **Approval** of the proposed text amendment to the identified code sections of the sign ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF FOREST PARK, GEORGIA TO PROVIDE FOR CERTAIN TECHNICAL TEXT AMENDMENTS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WITNESSETH:

Be it ordained by the Governing Body of the City of Forest Park, Georgia as follows:

SECTION 1. That Section 8-3-3 Definitions of the Code of Ordinances, City of Forest Park, Georgia, is hereby amended by adding the following additional definitions to said section:

“Changeable Copy Sign-- A sign which allows characters, letters, or illustrations to be changed without altering the sign.

Message Board Sign-- a board or sign on which messages or notices are displayed.

Reader Board Sign-- Reader board means a sign that is designed so that characters, letters, or illustrations can be changed or rearranged without altering the face or the surface of the sign.”

SECTION 2. That Section 8-3-14 of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleting said section in its entirety and replacing it with the following in lieu thereof:

“Sec. 8-3-14. Prohibited signs and devices.

The following types of signs are prohibited in the city:

- (1) Balloons, pennants, streamers. Balloons, except as explicitly allowed herein, pennants, streamers, feather signs, or air or gas filled figures.*
- (2) String lights. Signs consisting in whole or in part of a series, line, or row of lights, whether supported or connected by cables or wires or other physical means, within one hundred fifty (150) feet of a street and visible therefrom. Notwithstanding the foregoing, white string lights shall be exempted from this section and colored string lights and decorations displayed during the months of November, December and January shall be exempted from this section. At no time may string lights be used to outline building elements such as roofs, windows, archways, or doors.*
- (3) Beacons, search lights, laser. Promotional beacons, search lights or laser lights or images.*
- (4) Audible signs. Any sign which emits a sound which is audible or emits a signal which can be converted into audible sounds, whether by radio or other means.*
- (5) Signs in right-of-way. Signs in a public right-of-way, other than those belonging to a government, public service agency, or railroad.*
- (6) Signs on tree or utility pole. Signs mounted or located on a tree, utility pole, or other similar structure.*

- (7) *Roof signs.* Roof signs and signs which extend vertically above any portion of a roof or parapet of the applicable wall that is visible to adjacent property owners.
- (8) *Portable signs.* Portable signs (except sidewalk/sandwich signs), including signs attached to any parked vehicle or trailer, so as to be visible from a public right-of-way.
- (9) *Obscene signs.* Signs which depict obscene material.
- (10) *Illegal activity signs.* Signs which advertise an activity which is illegal under federal, state, or local laws.
- (11) *Signs not maintained.* Signs not in good repair, in violation of codes, or containing or exhibiting broken panels, visible rust, visible rot, damaged support structures, or missing letters.
- (12) *Abandoned signs.* Abandoned signs.
- (13) *Animated; flashing; electronic.* Animated signs, flashing signs, and electronic signs, (except as explicitly allowed herein).
- (14) *Imitation traffic signs.* Signs which contain or are an imitation of an official traffic sign or signal or contain the words "stop," "go," "slow," "caution," "warning," or similar words in such a manner as to resemble official traffic control signs."

SECTION 3. That Section 8-3-23 of the Code of Ordinances, City of Forest Park, Georgia, Georgia is hereby amended by deleting said section in its entirety and replacing it with the following in lieu thereof:

"Sec. 8-3-23. - Restrictions based on location.

If not otherwise stated, any sign not specifically allowed in a zoning district as provided under this section shall be prohibited in that district, except as otherwise provided for under this chapter.

The following standards govern signs within specific zoning districts:

(1) RS—Single family residential district.

- a. *Entry feature sign/freestanding sign.* One (1) maximum thirty-two (32) square foot, freestanding monument sign per lot occupied with an institutional use shall be permitted for each street on which the lot has frontage. The sign may have sign panels.
- 1. *One (1) maximum thirty-two (32) square foot, freestanding monument sign or two (2) single-faced freestanding monument signs not to exceed sixteen (16) square feet for each side of a platted single-family subdivision entrance shall be permitted for each street on which the subdivision has an entrance. If developed with a mixture of detached and attached dwellings in separate pods or phases, an additional sixteen (16) square foot sign shall be permitted for the attached dwelling phase.*
- 2. *Entry feature signs shall have a maximum height of six (6) feet, may be externally illuminated, and shall not have changeable copy.*
- 3. *Entry feature signs may be attached to a subdivision entrance wall, provided the wall is no more than eight (8) feet in height, and so long as the top of the sign panel is no more than six (6) feet in height.*

(2) RT—Two family residential district.

a. *Entry feature sign/freestanding sign.*

1. *One (1) maximum thirty-two (32) square foot, freestanding monument sign per lot occupied with an institutional use shall be permitted for each street on which the lot has frontage. The sign may have sign panels.*
2. *One (1) maximum thirty-two (32) square foot, freestanding monument sign or two (2) single-faced freestanding monument signs not to exceed sixteen (16) square feet for each side of a platted single-family subdivision entrance shall be permitted for each street on which the subdivision has an entrance. If developed with a mixture of detached and attached dwellings in separate pods or phases, an additional sixteen (16) square foot sign shall be permitted for the attached dwelling phase.*
3. *Entry feature signs shall have a maximum height of six (6) feet, may be externally illuminated, and shall not have changeable copy.*
4. *Entry feature signs may be attached to a subdivision entrance wall, provided the wall is no more than eight (8) feet in height, and so long as the top of the sign panel is no more than six (6) feet in height.*

(3) RM—Multiple family residential district.

a. *Entry feature sign/freestanding sign.*

1. *One (1) maximum thirty-two (32) square foot freestanding monument sign shall be permitted for each street on which the multi-family lot has frontage. The sign shall have a maximum height of six (6) feet, may be externally illuminated, and shall not have changeable copy.*
2. *One (1) maximum thirty-two (32) square foot, freestanding monument sign per lot occupied with an institutional use shall be permitted for each street on which the lot has frontage. The sign may have sign panels.*

(4) MH—Mobile home park district.

a. *Entry feature sign/freestanding sign.*

1. *One (1) maximum thirty-two (32) square foot freestanding monument sign shall be permitted for each street on which the multi-family lot has frontage. The sign shall have a maximum height of six (6) feet, may be externally illuminated, and shall not have changeable copy.*
2. *One (1) maximum thirty-two (32) square foot, freestanding monument sign per lot occupied with an institutional use shall be permitted for each street on which the lot has frontage. The sign may have sign panels.*

(5) IC—Institutional commercial district.

a. *Freestanding signs.*

1. *One (1) maximum thirty-two (32) square foot, freestanding monument sign per street frontage shall be permitted for each lot which contains less than fifteen (15) acres.*
2. *For lots that contain more than fifteen (15) acres, one (1) maximum sixty-four (64) square foot, freestanding monument sign for the primary frontage and one (1) thirty-two (32) square foot, freestanding monument sign for each street on which*

the lot has secondary frontage. If the primary frontage of the lot is five hundred (500) linear feet or more and if the lot has two (2) or more entrances on the street on which it has primary frontage, the one (1) maximum sixty-four (64) square foot sign may be substituted by two (2) single-faced freestanding monument signs not to exceed thirty-two (32) square feet. The sign shall have a maximum height of six (6) feet if thirty-two (32) square feet or less and eight (8) feet if sixty-four (64) square feet or less.

3. *All freestanding monument signs may be internally or externally lit. Each sign may have sign panels. If constructed as part of a brick or stone wall, at least thirty (30) feet in length, the sign face may double the allowable size, and sign panels may be measured separately rather than as part of a continuous polygon as required by this section. If the freestanding sign is constructed on a wall with the increased sign size allowance, the parcel shall not be permitted to construct a separate directory sign. The freestanding sign size may be increased by thirty-two (32) square feet if the owner of the parcel opts to not construct a separate directory sign.*
- b. Changeable copy, message board, or reader board wall signs.*
1. *One (1) changeable copy, message board, or reader board sign shall be permitted for the following establishments:*
 - *Theaters*
 - *Auditoriums*
 - *Performing Arts Centers*
 - *Museums (Art, music)*
 - *Community Centers/Dinner Club offering theatrical/cultural performances/plays*
 - *Art Galleries (offering occasional art showcases)*
 2. *The changeable copy, message board, or reader board wall sign shall be considered the primary sign of the building and shall face a major street.*
 3. *If the business location is on a corner of a building or corner lot, a secondary business wall sign is permitted, but it cannot be a changeable copy, reader board or message board sign.*
 4. *Changeable copy, reader board, message board wall signs shall be in an enclosed case so that letters and other characters are not blown onto the property during inclement weather or other activities or events which would cause letters to be blown off.*
 5. *Such signs shall be mounted to the wall or façade of the building.*
 6. *Current Wall Sign standards shall apply, refer to Sec. 8-3-24 (g) Wall Signs.*
 7. *Signs may be illuminated during evening /normal dark hours only.*
 8. *Sign face shall only spell out the business name when there are no events/shows being advertised.*
 9. *Letters or copy shall be one color.*
 10. *Illumination of sign face shall not be designed to blink or cause any type of movement; illuminated sign face shall be static at all times.*

(6) GC—General commercial district.*a. Freestanding signs.*

1. *One (1) maximum thirty-two (32) square foot per street frontage for each lot which contains less than fifteen (15) acres. The freestanding monument sign shall have a maximum height of six (6) feet.*
2. *For lots that contain more than fifteen (15) acres, one (1) maximum sixty-four (64) square foot, freestanding monument sign for the primary frontage and one thirty-two (32) square foot, freestanding monument sign for each street on which the lot has secondary frontage. If the primary frontage of the lot is five hundred (500) linear feet or more and if the lot has two (2) or more entrances on the street on which it has primary frontage, the one (1) maximum sixty-four (64) square foot monument sign may be substituted by two (2) single-faced freestanding monument signs not to exceed thirty-two (32) square feet. The sign shall have a maximum height of six (6) feet if thirty-two (32) square feet or less and eight (8) feet if sixty-four (64) square feet or less.*
3. *All freestanding signs may be internally or externally lit. Each sign may have sign panels. If constructed as part of a brick or stone wall, at least thirty (30) feet in length, the sign face may double the allowable size, and sign panels may be measured separately rather than as part of a continuous polygon as required by this section. If the freestanding sign is constructed on a wall with the increased sign size allowance, the parcel shall not be permitted to construct a separate directory sign. The freestanding monument sign size may be increased by thirty-two (32) square feet if the owner of the parcel opts to not construct a separate directory sign.*

(7) DM- Downtown Mainstreet District.**A. Streetscape Signage.**

1. *Streetscape Signage design shall be compatible in scale, style, and composition with the building and storefront as a whole.*
2. *Durable materials and quality construction shall be evident in all streetscape signage.*
3. *Projecting Sign. Any sign which is suspended or projected from the wall, eave, or soffit of the building. Projection signs shall be located a minimum of 12 inches below the second story windowsill or top of the building, whichever is lower. Corner buildings may place projecting signage on their corner.*
4. *Blade signs. Shall be mounted to provide an eight-foot clearance under the lowest part of the sign and shall not extend more than five (5) feet into the right-of-way; all right-of-way encroachments shall require an encroachment permit.*
5. *Channel letters, silhouette signage, and individualized letter signs may be located in a signage band above the storefront windows.*
6. *Awning Signs. Any sign that is a part of, or attached to, an awning, canopy or other fabric, plastic or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy. Awnings may include signage.*
7. *Freestanding Signs. Freestanding signs are prohibited.*
8. *Neon Signs. Neon signs are prohibited.*

B. General Provisions

1. Signs shall be located to fit the architectural elements such as in the lintel or sign frieze that separates the ground level from the upper façade, on the upper façade walls, or projecting from the face of the building.

2. Signs shall not obstruct the architectural elements and details of a building.

3. Wall signs shall be placed such that they align with other signs on the block.

4. Roof signs shall not be incorporated.

5. For buildings with multiple tenants, signs shall be located only on the portions of the building directly outside the area occupied by that tenant or contained within consolidated directories, as defined in the City Sign Ordinance.

6. Signs shall be illuminated by indirect lighting. Internally illuminated box-type plastic signs shall not be permitted, but signs composed of illuminated individual letters shall be permitted.

(8) UV—Urban village district.

a. Freestanding signs.

1. One (1) maximum thirty-two (32) square foot, freestanding monument sign per street frontage shall be permitted for each lot which contains less than fifteen (15) acres.
2. For lots that contain more than fifteen (15) acres, one (1) maximum sixty-four (64) square foot, freestanding monument sign for the primary frontage and one (1) thirty-two (32) square foot, freestanding monument sign for each street on which the lot has secondary frontage. If the primary frontage of the lot is five hundred (500) linear feet or more and if the lot has two (2) or more entrances on the street on which it has primary frontage, the one (1) maximum sixty-four (64) square foot monument sign may be substituted by two (2) single-faced freestanding monument signs not to exceed thirty-two (32) square feet. The sign shall have a maximum height of six (6) feet if thirty-two (32) square feet or less and eight (8) feet if sixty-four (64) square feet or less.

(9) Industrial districts.

a. Freestanding signs.

1. One (1) maximum thirty-two (32) square foot, freestanding monument sign shall be permitted for each street on which the lot has up to and including five hundred (500) feet of frontage. The sign shall have a maximum height of eight (8) feet (see exception) and shall not have changeable copy.
2. One (1) maximum sixty-four (64) square foot, freestanding monument sign shall be permitted for each street on which the lot has more than five hundred (500) linear square feet and up to one thousand (1,000) linear feet of frontage. The sign shall

have a maximum height of eight (8) feet (see exception) and shall not have changeable copy.

3. *One (1) maximum seventy-two (72) square foot, freestanding monument sign shall be permitted for each street on which the lot has more than one thousand (1,000) linear feet of frontage (excludes spin sites and out-parcels). The sign shall have a maximum height of eight (8) feet (see exception) and shall not have changeable copy.*
4. *One (1) maximum thirty-two (32) square foot, freestanding monument sign per spin site or out-parcel which is identified on a site plan approved pursuant to a single zoning case.*
5. *Freestanding monument signs on arterial streets may be ten (10) feet in height.*
6. *All freestanding signs may be internally or externally lit. Each sign may have sign panels. If constructed as part of a brick or stone wall, at least thirty (30) feet in length, the sign face may double the allowable size, and sign panels may be measured separately rather than as part of a continuous polygon as required by this section. If the freestanding sign is constructed on a wall with the increased sign size allowance, the parcel shall not be permitted to construct a separate directory sign. The freestanding sign size may be increased by thirty-two (32) square feet if the owner of the parcel opts to not construct a separate directory sign.*

(10) GZ Gillem zoning district.

- a. *Billboards. Billboards are prohibited.*
- b. *Freestanding.*

1. *One (1) maximum thirty-two (32) square foot, freestanding monument sign shall be permitted for each street on which the lot has up to and including five hundred (500) feet of frontage. The sign shall have a maximum height of eight (8) feet (see exception) and shall not have changeable copy.*
2. *One (1) maximum sixty-four (64) square foot, freestanding monument sign shall be permitted for each street on which the lot has more than five hundred (500) linear square feet and up to one thousand (1,000) linear feet of frontage. The sign shall have a maximum height of eight (8) feet (see exception) and shall not have changeable copy.*
3. *One (1) maximum seventy-two (72) square foot, freestanding monument sign shall be permitted for each street on which the lot has more than one thousand (1,000) linear feet of frontage (excludes spin sites and out-parcels). The sign shall have a maximum height of eight (8) feet (see exception) and shall not have changeable copy.*
4. *One (1) maximum thirty-two (32) square foot, freestanding sign per spin site or out-parcel which is identified on a site plan approved pursuant to a single zoning case.*
5. *Freestanding signs on arterial streets may be ten (10) feet in height.*
6. *All freestanding signs may be internally or externally lit. Each sign may have sign panels. If constructed as part of a brick or stone wall, at least thirty (30) feet in length, the sign face may double the allowable size, and sign panels may be measured separately rather than as part of a continuous polygon as required by Section 23 hereof. If the freestanding sign is constructed on a wall with the increased sign size allowance, the parcel shall not be permitted to construct a*

separate directory sign. The freestanding sign size may be increased by thirty-two (32) square feet if the owner of the parcel opts to not construct a separate directory sign.”

SECTION 4. Intention of the Governing Body. It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Forest Park, Georgia, and the sections of the ordinance may be renumbered to accomplish such intention.

SECTION 5. Approval of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Ordinance.

SECTION 6. 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 7. Codification and Severability.

(a) It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were upon their enactment believed by the City Council to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the City Council that to the greatest extent allowed by law each and every section, paragraph, sentence, clause, or phrase of this ordinance is severable from every other section, paragraph, sentence, clause, or phrase of this ordinance. It is hereby further declared to be the intention of the City Council that to the greatest extent allowed by law no section, paragraph, sentence, clause, or phrase of this ordinance is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this ordinance.

(c) In the event that any section, paragraph, sentence, clause or phrase of this ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the ordinance and that to the greatest extent allowed by law all remaining Sections, paragraphs, sentences, clauses, or phrases of the ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 8. Repeal of Conflicting Provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 9. Effective Date. This ordinance shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO ORDAINED this _____ day of _____, 2023.

Mayor Angelyne Butler

ATTEST:

_____ (SEAL)
City Clerk

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:**8. Council Discussion and Approval of Text Amendment - Arts Entertainment District – Planning & Community Development****Background/History:**

In 2021, the Livable Centers Initiative listed several goals to further the downtown vision to provide a link to Main Street, create a sense of place, incorporate public art and encourage a walkable, live, work and play community with diverse development and activities that encourage inclusivity while supporting health and wellness. The new proposed Arts and Entertainment District includes the current Entertainment District, but will expand south over to Starr Park encompassing parcels between Oak Street and Ash Street as shown on Exhibit A.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Text Amendment-Arts Entertainment District – Planning & Community Dept.

Submitted By: LaShawn Gardiner

Date Submitted: July 28, 2023

Work Session Date: August 7, 2023

Council Meeting Date: August 7, 2023

Background/History:

In 2021, the Livable Centers Initiative listed several goals to further the downtown vision to provide a link to Main Street, create a sense of place, incorporate public art and encourage a walkable, live, work and play community with diverse development and activities that encourage inclusivity while supporting health and wellness. The new proposed Arts and Entertainment District includes the current Entertainment District, but will expand south over to Starr Park encompassing parcels between Oak Street and Ash Street as shown on Exhibit A.

Cost: \$ N/A

Budgeted for: _____ Yes _____ No

Financial Impact:

N/A

Action Requested from Council:

Approval from City Council



Proposed Arts & Entertainment District

City of Forest Park, Georgia

EXHIBIT A

■ Parcels

STAFF REPORT –Text Amendments**Public Hearing Date: July 20, 2023****City Council Meeting: August 7, 2023****Case:** TA-2023-04**Proposed Request:** Text Amendments to the City of Forest Park Zoning Code of Ordinance**Staff Report Compiled By:** LaShawn Gardiner, Director**Staff Recommendation:** Staff Recommends Approval**PROPOSEED TEXT AMENDMENTS**

1. The Planning and Community Development Department is proposing several text amendments to the Code of Ordinances. Case #TA-2023-04 includes an amendment providing an addition to Article A, Section 8-8-4 Definitions and Article B, to establish a new Section 8-8-55. Arts and Entertainment Overlay District.

BACKGROUND

In June 2021, the LCI Update listed several goals for Downtown Forest Park as follows:

- Provide a link to Main Street
- Historic Identity
- Walkable Community
- Diverse Development
- Connected Streets
- Inclusive Downtown and
- Quality of Life

In order to further the downtown vision and to implement and accomplish these goals it is necessary to amend the Zoning Ordinance to include a new Arts and Entertainment Overlay District. This district will create a sense of place, incorporate public art that celebrates the history of downtown Main Street and the city as a whole, and encourage a walkable, live, work and play community with diverse development, connectivity and activities that encourage inclusivity while supporting health and wellness.

The requested text amendments will not be injurious to the public health, safety, morals, and general welfare of the community, and the use will not be affected in a substantially adverse manner. The following text amendments are proposed:

2. An amendment to Section Article A, Section 8-8-4 Definitions, adding, Arts, Art/Artisan Gallery, Art Center, Art Use, Artist Studio, Artist, Drive-through, Entertainment (Live), Food Truck, Food Truck Court, Food Truck Vendor, Makerspace, Microbrewery, Outdoor arts market, and Small Power Tools.

3. An amendment to establish a new Section 8-8-55. Arts and Entertainment Overlay District.

This update will provide definitions for retail and business uses that are currently permitted in several zoning districts, and further enhance the current Article I. Forest Park Entertainment District.

Article A, Section 8-8-4 Definitions- The Addition of New Definitions

Arts. The interpretation of imagination and creativity in a physical form or performance.

Art/Artisan Gallery. An establishment that engages in the sale, loan or display of paintings, sculptures, photographs, video art or other works of art. "Art gallery" does not include a cultural facility such as a library, museum or non-commercial gallery that may also display works of art or an arts studio.

Art Center. A facility whose mission is to promote the arts and make them available to the public. An arts center may host art exhibits and shows, provide studio space for the use of artists and engage in public education and exposure to the arts.

Art Use. Creation or assembly of visual art, including two- and three- dimensional works of fine art or craft, or other fine art objects created or assembled for purposes of sale, display, commission, or trade by artists or artisans. Art use may also include classes held for art instruction.

Artist Studio. An area in a building used for creation, production, rehearsal, study or teaching of any visual art or craft, including but not limited to painting, drawing, graphic design, photography, video, film, sculpture, and pottery; written works of fiction or nonfiction; or any performing art, whether for live or recorded performance, including music, dance, and theater. Arts studio may include performance space related to classes taught on-site and recording studios; a studio for artisan related crafts, such as small-scale metalworking, glassblowing, furniture making, pottery, leather craft and similar activities. Artist Studio may also include accessory sales of art produced on the premises.

Artist. A person who practices one of the fine arts, design, graphic, musical, literary, computer, or performing arts; or a person whose profession relies on application of these skills to produce a creative product. The term includes, but is not limited to, individuals who practice visual arts, such as painters, print makers, illustrators, sculptors, potters, jewelry makers, glass makers, craft artists and photographers; performing arts, such as musicians, composers, playwrights, choreographers and dancers; literary arts, such as creative writers and literary translators; architecture and design, such as architects, landscape architects, engineers, urban designers and planners, interior designers and decorators, industrial designers, graphic designers and fashion designers; and media arts, such as filmmakers, video and audio artists and web-based designers.

Artisan Shop. A shop in which goods are custom prepared, displayed, or sold in small quantities, that are often one-of-a-kind items. May also include the production, display, and sale of such goods or a place where a small number of persons are engaged in arts and crafts activities in a class or studio.

Drive-through. Any facility that may be accessed directly by means of a motor vehicle for transacting business.

Entertainment, live. Any musical act, including karaoke; theatrical act, including a play, revue or stand-up comedy; dance; magic act; disc jockey or similar activity performed live by one or more persons, whether or not for compensation or an admission charge.

Food Truck. A motorized vehicle or trailer drawn by a motorized vehicle used to prepare and sell food to the public directly from the vehicle or trailer.

Food Truck Court. An area designated in a private parking lot that is an accessory to a permitted use conducted in a building on the lot or a freestanding commercial parking lot.

Food Truck Vendor. Any person or entity that prepares and sells food from a Food Truck in a designated Food Truck Court.

Makerspace. An indoor or outdoor facility or both intended to be used by artists as studio and retail space. Makerspaces often combine production, equipment, community, and education for the purposes of enabling participating individuals to design, prototype, and create works that said individuals would have difficulty producing if working alone due to a lack of resources, tools, artistic input, and/or space. Such space may be in a residential, commercial, mixed use or a live/work building and often provides tools for community use. Makerspaces are characterized by consistent design elements, such as high ceilings, large windows, durable surfaces and wide entrances. These spaces are designed to accommodate and foster a variety of creative activities. Makerspaces may also include common space such as galleries, meeting rooms and open space -that encourages resident engagement and community involvement.

Microbrewery. Any establishment where malt beverages are produced or brewed, such as breweries and brewpubs.

Outdoor arts market. A temporary event held on private or public property where artwork is offered for sale.

Small power tools. Hand equipment driven by other than human means. Examples include circular saws, power drills, portable mitre saws, routers, electric belt sanders and

wood lathes. Not defined as small power tools are chain saws, mounted mitre saws, band saws, jackhammers, and similar power tools.

ARTICLE B. ZONING DISTRICTS, OVERLAY DISTRICTS, AND DESIGN GUIDELINES ESTABLISHED

SEC. 8-8-55. Arts and Entertainment Overlay District.

There is hereby established an Arts and Entertainment Overlay District. The purpose of the Arts & Entertainment Overlay District is to facilitate the creation of an arts destination, sustain established arts and cultural uses and promote new arts and cultural uses. The Arts & Entertainment District Overlay seeks integration of the arts into the fabric of the community and is conceived as the location of art galleries and art studios forming the core of an arts district. A complementary mix of shops, restaurants and entertainment venues will support these uses. These elements are expected to generate interest in downtown Forest Park and attract arts and cultural events.

The Arts & Entertainment District Overlay features an expanded range of permitted uses focused on the arts while retaining all property rights established by the underlying zoning. The Arts & Entertainment District Overlay encourages adaptive reuse of historic buildings and new construction technologies, affording owners expanded development options. These measures will enhance the market attractiveness of the arts district.

Arts venues, community festivals, expanded arts uses and pedestrian character are expected to promote an arts district. Planned investment in public art, lighting, sidewalks, and off-street parking will leverage private investment and enhance public safety. This combination of public and private investment is expected to advance Forest Park's position in regional leadership in the arts and stimulate broad economic revitalization. Importantly, the Arts District Overlay features walkable distances from nearby neighborhoods to small-scale establishments and live entertainment venues accommodated by the Arts District Overlay and compatible with the neighborhood character.

Sec. 8-8-55.1. Applicability.

Unless expressly modified by regulations in this Article establishing the Arts & Entertainment District Overlay, the regulations governing the use of land and structures shall be as set forth in the underlying zoning districts and as regulated by other provisions of the Forest Park City Code. The Architectural Design Standards shall control development in the Arts & Entertainment District Overlay, unless an alternate provision is adopted in the Arts & Entertainment District Overlay. Where a conflict with other Forest Park City Code and ordinance provisions exists, the more permissive standard shall apply.

Sec. 8-8-55.2 Boundaries.

The Arts & Entertainment District Overlay radiates from the current Downtown Forest Park Entertainment District and the Downtown Main Street District running along Main Street (i.e. from Jonesboro Road west to West Street), and expanding to include properties south of Forest Parkway; Ash Street (from Forest Parkway to South Avenue) and Oak Street (i.e. from Forest Parkway, merging onto Lake Drive to South Avenue) to include Starr Park, City Government Buildings, and adjoining property). The District is more specifically identified in Exhibit A entitled "Forest Park Arts & Entertainment District Overlay Zone."

Sec. 8-8-55.3. Scale.

Downtown Forest Park and the Starr Park complex is the focus of the Arts & Entertainment District Overlay. Forest Park was established at a time when walking was the primary means of travel, and downtown is characterized by a pedestrian scale. This scale is preserved by height limits inherent in the development intensity assigned to downtown in the Zoning Ordinance as described in Sec. 8-8-54.8 Special Building Standards for Development Subareas in Downtown. A sense of place will be maintained by adherence to these height limits. Preservation of pedestrian scale is important as arts districts are typically designed to encourage walking to a variety of venues.

Sec. 8-8-55.4. Permitted and Encouraged Uses in the Arts & Entertainment District Overlay.

Uses permitted by the underlying zoning are unaffected by adoption of the Arts & Entertainment District Overlay; the following uses shall be specifically permitted in the Arts & Entertainment District Overlay:

Arts Uses

- Art gallery
- Artist studio
- Artist studio workspace
- Artist co-op to allow multiple artist spaces that are not bazaars, junk stores, specialty shops and flea markets, etc.
- Arts and crafts retail sales
- Arts center
- Arts related businesses and services such as craft shops, galleries, and studios within which is conducted the preparation, display, or sale of art products such as antiques, collectibles, custom apparel, jewelry, paintings, photography, picture framing, pottery, sculpture, stained glass and similar

arts, crafts merchandise, and activities such as set design and restoration of artwork.

- Arts supply store
- Cabaret, concert hall or other performing arts space, dinner theater, legitimate theater or movie theater
- Craftsman or artisan shop
- Music store, Musical instruments store
- Performing arts ticket office or Booking agency
- Photographic studio
- Recording studios, provided appropriate soundproofing is installed
- Television and Radio broadcast studio
- Video and movie production

Retail Uses

- Farmers market
- Framing shop
- Pottery and ceramics shop
- Growler shop

Cultural and Entertainment Uses

- Brew pubs, including outdoor seating
- Microbreweries, subject to the provisions of Title 9-Licensing & Regulation, Chapter 2, "Alcoholic Beverages.
- City-sponsored and/or approved outdoor cultural events and performances that feature visual art, music, dance, theater, performance art, science, design, or cultural heritage
- Live entertainment, provided that all establishments hosting live entertainment shall comply with any and all applicable noise regulations and ordinances of the City of Forest Park.

Educational Uses

- Art school and other visual and performing arts instruction including school of dance, photography, filmmaking, music, writing, painting, sculpting and printmaking, but excluding adult entertainment and erotic dance.
- Educational or instructional activities, including training, vocational or craft schools, the arts and personal development

- Libraries
- Museums
- Social and philanthropic institutions
- Training studios, including martial arts studios, gymnastics and yoga

Permitted Accessory Uses

- Outdoor display of artwork and merchandise during hours of operation of the primary business or activity on the property.
- Power tools. The use of hand tools is encouraged; the use of small power tools is allowed. All tools shall be used in compliance with the noise regulations and ordinances of the City of Forest Park.
- Street performers
- Food Trucks, in designated Food Truck Courts only.
- Makerspaces.

Sec. 8-8-55.5. Uses Prohibited In the Arts & Entertainment District

The following uses shall be prohibited in the Arts & Entertainment District Overlay:

- Any drive-through facility, with the exception of restaurants which shall have no visible drive-through.
- Any outdoor storage of materials or any outdoor processing, fabricating or repair work, except for work performed with hand tools and small power tools
- Use of any structure primarily for storage (meaning no more than 25% of the total interior space of said structure may be used for storage of goods, materials, or equipment)
- Car wash
- Convenience Store with or without fuel sales
- Gas station
- Motor vehicle service or repair
- Tire stores
- Any use that involves the outdoor storage of materials or products. The production of offensive noise, vibration, smoke, dust or other particulate matter, heat, humidity, glare or other objectionable effects shall also be prohibited.

Sec. 8-5-55.6. Public Art Placement

Placement or installation of outdoor sculpture and other art forms on private property intended to be viewed from a public right-of-way or other public property shall not be subject to setback standards of the applicable zoning district and shall not require a permit, provided that:

- The art is not offered for sale.
- The art does not constitute an advertisement; and
- The placement does not impede the flow of pedestrian, bicycle or vehicle traffic or block motorist visibility at intersections, alleys, or driveways.

Sec. 8-8-55.7. Art & Entertainment District Use Specific Standards.

The following standards shall control the development and manner of operation of the following uses within the Arts & Entertainment District Overlay:

1. Food Truck Court.

A. Food Truck Courts may be established in free-standing commercial parking lots accessory to an operating, permitted use provided that (a) the lot has been designated for Food Truck Courts, (b) the property is zoned DM (Downtown Main Street) or IC (Institutional Commercial) and (c) parking supply exists in excess of that required by ordinance or code for uses or commercial space existing on the site and two (2) off-street parking spaces shall be reserved for the exclusive use of customers of each Food Truck Vendor. Such designation shall be subject to review and approval by the City Manager who shall maintain the following database:

- i. Property address and number of spaces designated as a "Food Truck Court."
- ii. Site sketch depicting the building, parking spaces and parking spaces so designated.
- iii. Dimensions and color photos (front, both sides and rear) of the dispensing vehicle. Include the make, model, vehicle identification number and license plan number of the vendor unit (if applicable).

- iv. A copy of all lease agreements between the property owner and/or landlord and any Food Truck Vendor, including the specific space being leased which shall be marked on the ground.
 - v. Proof of compliance with all Clayton County Health Department regulations.
 - vi. An occupational tax permit issued by the City of Forest Park or other jurisdiction, which permit shall be posted in the front window of the Food Truck Vendor vehicle or trailer while in use.
 - vii. A vendor permit issued by the City.
 - viii. All permits or licenses as may be required by the State of Georgia, including Clayton County and the Department of Public Health.
- B. Food Trucks shall not be permitted on the premises before 7:00 AM or after 10:00 PM.
- C. Each Food Truck Vendor shall submit on an annual basis a written application for a vendor permit prior to operating in any area designated as a Food Truck Court.
- D. No minimum or maximum number of Food Trucks shall be established; Food Truck Courts need not be contiguous and may be designated in several locations within a single lot.
- E. No waste of any kind shall be discharged from a Food Truck. Trash receptacles shall be provided by the Food Truck Vendor for customers to dispose of food wrappers, food utensils, paper products, cans, bottles, food, and other such waste. Such receptacles shall be located no more than ten (10) feet from the Food Truck. The Food Truck Vendor shall be responsible for removing all trash, litter and refuse from the site at the end of each business day.
- F. No LED strip lighting shall be used in conjunction with any Food Truck Court.

G. No loudspeakers shall be used for announcements or hawking of products in conjunction with any Food Truck Court.

H. The property owner and/or landlord may provide limited seating on the Food Truck Court to customers of the Food Truck Vendor(s). Canopies for the protection of customers from the elements may also be provided by the property owner and/or landlord or the Food Truck Vendor(s). Such canopies shall be temporary, located within three feet of the Food Truck, not to exceed an area of one hundred and forty-four (144) square feet and shall be subject to approval by the City Manager.

I. A minimum distance of one hundred (100) feet shall be maintained between any Food Truck and the entrance to any permanent restaurant building.

J. The Food Truck shall not be located within any required setback, any sight distance triangle or required buffer. Access aisles sufficient to provide emergency access to any Food Truck shall be provided subject to approval by the Fire Marshall.

K. Sales of articles other than food shall be prohibited.

2. Kilns.

A. The total volume of kiln space shall not exceed twenty-four (24) cubic feet and no individual kiln shall exceed eight (8) cubic feet.

B. Kilns may be located outside, preferably in the back of the business if applicable. Outside kilns shall be set back a minimum of twenty-five (25) feet from any boundary common to property zoned residential or in residential use.

3. Street performers.

A. Street performers shall obtain a permit from the City of Forest Park.

B. Performers shall operate only in designated areas.

C. No street performer shall impede movement along a public sidewalk; a minimum sidewalk width of five feet, independent of the performance area, shall be maintained throughout any performance.

Sec. 8-8-55.8. Signs in Art & Entertainment District.

Signs with lights and movable elements that contribute to the unique character of the district shall be permitted. However, signage located in the underlying DM (Downtown Main Street) District should adhere to the design standards established for the Downtown Main Street District. All signs in the Arts & Entertainment District shall be subject to approval by the Planning Director or his/her designee upon the submission of a sign application, and any applicable documents and fees.

The purpose of this amendment is to create an Arts & Entertainment District to facilitate creation of an arts destination, sustain established arts and cultural uses and promote new arts and cultural uses. Incorporating the arts into the current entertainment district and expanding this overlay district into Starr Park and adjacent properties connects the fabric of the community to provide for a walkable place to live, work, play and have a good quality of life while generating an interest in downtown Forest Park. **Staff recommends Approval** of this text amendment.

ORDAINCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF FOREST PARK, GEORGIA TO PROVIDE FOR TEXT AMENDMENTS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WITNESSETH:

Be it ordained by the Governing Body of the City of Forest Park, Georgia as follows:

SECTION 1: That Article A, Section 8-8-4 Definitions of the Code of Ordinances, City of Forest Park, Georgia, is hereby amended by adding additional definitions to said section:

***“Arts.** The interpretation of imagination and creativity in a physical form or performance.*

***Art/Artisan Gallery.** An establishment that engages in the sale, loan or display of paintings, sculptures, photographs, video art or other works of art. “Art gallery” does not include a cultural facility such as a library, museum or non-commercial gallery that may also display works of art or an arts studio.*

***Art Center.** A facility whose mission is to promote the arts and make them available to the public. An arts center may host art exhibits and shows, provide studio space for the use of artists and engage in public education and exposure to the arts.*

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***Artist Studio.** An area in a building used for creation, production, rehearsal, study or teaching of any visual art or craft, including but not limited to painting, drawing, graphic design, photography, video, film, sculpture, and pottery; written works of fiction or nonfiction; or any performing art, whether for live or recorded performance, including music, dance, and theater. Arts studio may include performance space related to classes taught on-site and recording studios; a studio for artisan related crafts, such as small-scale metalworking, glassblowing, furniture making, pottery, leather craft and similar activities. Artist Studio may also include accessory sales of art produced on the premises.*

***Artist.** A person who practices one of the fine arts, design, graphic, musical, literary, computer, or performing arts; or a person whose profession relies on application of these skills to produce a creative product. The term includes, but is not limited to, individuals who practice visual arts, such as painters, print makers, illustrators, sculptors, potters, jewelry makers, glass makers, craft artists and photographers; performing arts, such as musicians, composers, playwrights, choreographers and dancers; literary arts, such as creative writers and literary translators; architecture and design, such as architects, landscape architects, engineers, urban designers and planners, interior designers and decorators, industrial designers, graphic designers and fashion designers; and media arts, such as filmmakers, video and audio artists and web-based designers.*

***Artisan Shop.** A shop in which goods are custom prepared, displayed, or sold in small quantities, that are often one-of-a-kind items. May also include the production, display, and*

sale of such goods or a place where a small number of persons are engaged in arts and crafts activities in a class or studio.

Drive-through. *Any facility that may be accessed directly by means of a motor vehicle for transacting business.*

Entertainment, live. *Any musical act, including karaoke; theatrical act, including a play, revue or stand-up comedy; dance; magic act; disc jockey or similar activity performed live by one or more persons, whether or not for compensation or an admission charge.*

Food Truck. *A motorized vehicle or trailer drawn by a motorized vehicle used to prepare and sell food to the public directly from the vehicle or trailer.*

Food Truck Court. *An area designated in a private parking lot that is accessory to a permitted use conducted in a building on the lot or a freestanding commercial parking lot.*

Food Truck Vendor. *Any person or entity that prepares and sells food from a Food Truck in a designated Food Truck Court.*

Makerspace. *An indoor or outdoor facility or both intended to be used by artists as studio and retail space. Makerspaces often combine production, equipment, community, and education for the purposes of enabling participating individuals to design, prototype, and create works that said individuals would have difficulty producing if working alone due to a lack of resources, tools, artistic input, and/or space. Such space may be in a residential, commercial, mixed use or a live/work building and often provides tools for community use. Makerspaces are characterized by consistent design elements, such as high ceilings, large windows, durable surfaces and wide entrances. These spaces are designed to accommodate and foster a variety of creative activities. Makerspaces may also include common space such as galleries, meeting rooms and open space -that encourages resident engagement and community involvement.*

Microbrewery. *Any establishment where malt beverages are produced or brewed, such as breweries and brewpubs.*

Outdoor arts market. *A temporary event held on private or public property where artwork is offered for sale.*

Small power tools. *Hand equipment driven by other than human means. Examples include circular saws, power drills, portable mitre saws, routers, electric belt sanders and wood lathes. Not defined as small power tools are chain saws, mounted mitre saws, band saws, jackhammers, and similar power tools.”*

SECTION 2. That Title 8, Chapter 8 of the Code of Ordinances, City of Forest Park, Georgia, is hereby amended by adding a new Section 8-8-55 as follows:

“SEC. 8-8-55. Arts and Entertainment Overlay District.

There is hereby established an Arts and Entertainment Overlay District. The purpose of the Arts & Entertainment Overlay District is to facilitate the creation of an arts destination, sustain established arts and cultural uses and promote new arts and cultural uses. The Arts & Entertainment District Overlay seeks integration of the arts into the fabric of the community and is conceived as the location of art galleries and art studios forming the core of an arts district. A complementary mix of shops, restaurants and entertainment venues will support these uses. These elements are expected to generate interest in downtown Forest Park and attract arts and cultural events.

The Arts & Entertainment District Overlay features an expanded range of permitted uses focused on the arts while retaining all property rights established by the underlying zoning. The Arts & Entertainment District Overlay encourages adaptive reuse of historic buildings and new construction technologies, affording owners expanded development options. These measures will enhance the market attractiveness of the arts district.

Arts venues, community festivals, expanded arts uses and pedestrian character are expected to promote an arts district. Planned investment in public art, lighting, sidewalks, and off-street parking will leverage private investment and enhance public safety. This combination of public and private investment is expected to advance Forest Park's position in regional leadership in the arts and stimulate broad economic revitalization. Importantly, the Arts District Overlay features walkable distances from nearby neighborhoods to small-scale establishments and live entertainment venues accommodated by the Arts District Overlay and compatible with the neighborhood character.

Sec. 8-8-55.1. Applicability.

Unless expressly modified by regulations in this Article establishing the Arts & Entertainment District Overlay, the regulations governing the use of land and structures shall be as set forth in the underlying zoning districts and as regulated by other provisions of the Forest Park City Code. The Architectural Design Standards shall control development in the Arts & Entertainment District Overlay, unless an alternate provision is adopted in the Arts & Entertainment District Overlay. Where a conflict with other Forest Park City Code and ordinance provisions exists, the more permissive standard shall apply.

Sec. 8-8-55.2 Boundaries.

The Arts & Entertainment District Overlay radiates from the current Downtown Forest Park Entertainment District and the Downtown Main Street District running along Main Street (i.e. from Jonesboro Road west to West Street), and expanding to include properties south of Forest Parkway; Ash Street (from Forest Parkway to South Avenue) and Oak Street (i.e. from Forest Parkway, merging onto Lake Drive to South Avenue) to include Starr Park, City Government Buildings, and adjoining property). The District is more specifically identified in Exhibit A entitled "Forest Park Arts & Entertainment District Overlay Zone."

Sec. 8-8-55.3. Scale.

Downtown Forest Park and the Starr Park complex is the focus of the Arts & Entertainment District Overlay. Forest Park was established at a time when walking was the primary means of travel, and downtown is characterized by a pedestrian scale. This scale is preserved by height limits inherent in the development intensity assigned to downtown in the Zoning Ordinance as described in Sec. 8-8-54.8 Special Building Standards for Development Subareas in Downtown. A sense of place will be maintained by adherence to these height limits. Preservation of pedestrian scale is important as arts districts are typically designed to encourage walking to a variety of venues.

Sec. 8-8-55.4. Permitted and Encouraged Uses in the Arts & Entertainment District Overlay.

Uses permitted by the underlying zoning are unaffected by adoption of the Arts & Entertainment District Overlay; the following uses shall be specifically permitted in the Arts & Entertainment District Overlay:

Arts Uses

- *Art gallery*
- *Artist studio*
- *Artist studio workspace*
- *Artist co-op to allow multiple artist spaces that are not bazaars, junk stores, specialty shops and flea markets, etc.*
- *Arts and crafts retail sales*
- *Arts center*
- *Arts related businesses and services such as craft shops, galleries, and studios within which is conducted the preparation, display, or sale of art products such as antiques, collectibles, custom apparel, jewelry, paintings, photography, picture framing, pottery, sculpture, stained glass and similar arts, crafts merchandise, and activities such as set design and restoration of artwork.*
- *Arts supply store*
- *Cabaret, concert hall or other performing arts space, dinner theater, legitimate theater or movie theater*
- *Craftsman or artisan shop*
- *Music store, Musical instruments store*
- *Performing arts ticket office or Booking agency*
- *Photographic studio*
- *Recording studios, provided appropriate soundproofing is installed*
- *Television and Radio broadcast studio*
- *Video and movie production*

Retail Uses

- *Farmers market*
- *Framing shop*
- *Pottery and ceramics shop*
- *Growler shop*

Cultural and Entertainment Uses

- *Brew pubs, including outdoor seating*
- *Microbreweries, subject to the provisions of Title 9-Licensing & Regulation, Chapter 2, "Alcoholic Beverages.*
- *City-sponsored and/or approved outdoor cultural events and performances that feature visual art, music, dance, theater, performance art, science, design, or cultural heritage*

- *Live entertainment, provided that all establishments hosting live entertainment shall comply with any and all applicable noise regulations and ordinances of the City of Forest Park.*

Educational Uses

- *Art school and other visual and performing arts instruction including school of dance, photography, filmmaking, music, writing, painting, sculpting and printmaking, but excluding adult entertainment and erotic dance.*
- *Educational or instructional activities, including training, vocational or craft schools, the arts and personal development*
- *Libraries*
- *Museums*
- *Social and philanthropic institutions*
- *Training studios, including martial arts studios, gymnastics and yoga*

Permitted Accessory Uses

- *Outdoor display of artwork and merchandise during hours of operation of the primary business or activity on the property.*
- *Power tools. The use of hand tools is encouraged; the use of small power tools is allowed. All tools shall be used in compliance with the noise regulations and ordinances of the City of Forest Park.*
- *Street performers*
- *Food Trucks, in designated Food Truck Courts only.*
- *Makerspaces.*

Sec. 8-8-55.5. Uses Prohibited In the Arts & Entertainment District

The following uses shall be prohibited in the Arts & Entertainment District Overlay:

- *Any drive-through facility, with the exception of restaurants which shall have no visible drive-through.*
- *Any outdoor storage of materials or any outdoor processing, fabricating or repair work, except for work performed with hand tools and small power tools*
- *Use of any structure primarily for storage (meaning no more than 25% of the total interior space of said structure may be used for storage of goods, materials, or equipment)*
- *Car wash*
- *Convenience Store with or without fuel sales*
- *Gas station*
- *Motor vehicle service or repair*
- *Tire stores*

- *Any use that involves the outdoor storage of materials or products. The production of offensive noise, vibration, smoke, dust or other particulate matter, heat, humidity, glare or other objectionable effects shall also be prohibited.*

Sec. 8-5-55.6. Public Art Placement

Placement or installation of outdoor sculpture and other art forms on private property intended to be viewed from a public right-of-way or other public property shall not be subject to setback standards of the applicable zoning district and shall not require a permit, provided that:

- *The art is not offered for sale.*
- *The art does not constitute an advertisement; and*
- *The placement does not impede the flow of pedestrian, bicycle or vehicle traffic or block motorist visibility at intersections, alleys, or driveways.*

Sec. 8-8-55.7. Art & Entertainment District Use Specific Standards.

The following standards shall control the development and manner of operation of the following uses within the Arts & Entertainment District Overlay:

1. Food Truck Court.

A. Food Truck Courts may be established in free-standing commercial parking lots accessory to an operating, permitted use provided that (a) the lot has been designated for Food Truck Courts, (b) the property is zoned DM (Downtown Main Street) or IC (Institutional Commercial) and (c) parking supply exists in excess of that required by ordinance or code for uses or commercial space existing on the site and two (2) off-street parking spaces shall be reserved for the exclusive use of customers of each Food Truck Vendor. Such designation shall be subject to review and approval by the City Manager who shall maintain the following database:

- i. Property address and number of spaces designated as a “Food Truck Court.”*
- ii. Site sketch depicting the building, parking spaces and parking spaces so designated.*
- iii. Dimensions and color photos (front, both sides and rear) of the dispensing vehicle. Include the make, model, vehicle identification number and license plan number of the vendor unit (if applicable).*
- iv. A copy of all lease agreements between the property owner and/or landlord and any Food Truck Vendor, including the specific space being leased which shall be marked on the ground.*
- v. Proof of compliance with all Clayton County Health Department regulations.*

- vi. *An occupational tax permit issued by the City of Forest Park or other jurisdiction, which permit shall be posted in the front window of the Food Truck Vendor vehicle or trailer while in use.*
- vii. *A vendor permit issued by the City.*
- viii. *All permits or licenses as may be required by the State of Georgia, including Clayton County and the Department of Public Health.*
- B. *Food Trucks shall not be permitted on the premises before 7:00 AM or after 10:00 PM.*
- C. *Each Food Truck Vendor shall submit on an annual basis a written application for a vendor permit prior to operating in any area designated as a Food Truck Court.*
- D. *No minimum or maximum number of Food Trucks shall be established; Food Truck Courts need not be contiguous and may be designated in several locations within a single lot.*
- E. *No waste of any kind shall be discharged from a Food Truck. Trash receptacles shall be provided by the Food Truck Vendor for customers to dispose of food wrappers, food utensils, paper products, cans, bottles, food, and other such waste. Such receptacles shall be located no more than ten (10) feet from the Food Truck. The Food Truck Vendor shall be responsible for removing all trash, litter and refuse from the site at the end of each business day.*
- F. *No LED strip lighting shall be used in conjunction with any Food Truck Court.*
- G. *No loudspeakers shall be used for announcements or hawking of products in conjunction with any Food Truck Court.*
- H. *The property owner and/or landlord may provide limited seating on the Food Truck Court to customers of the Food Truck Vendor(s). Canopies for the protection of customers from the elements may also be provided by the property owner and/or landlord or the Food Truck Vendor(s). Such canopies shall be temporary, located within three feet of the Food Truck, not to exceed an area of one hundred and forty-four (144) square feet and shall be subject to approval by the City Manager.*
- I. *A minimum distance of one hundred (100) feet shall be maintained between any Food Truck and the entrance to any permanent restaurant building.*
- J. *The Food Truck shall not be located within any required setback, any sight distance triangle or required buffer. Access aisles sufficient to provide emergency access to any Food Truck shall be provided subject to approval by the Fire Marshall.*
- K. *Sales of articles other than food shall be prohibited.*

2. Kilns.

- A. *The total volume of kiln space shall not exceed twenty-four (24) cubic feet and no individual kiln shall exceed eight (8) cubic feet.*

B. Kilns may be located outside, preferably in the back of the business if applicable. Outside kilns shall be set back a minimum of twenty-five (25) feet from any boundary common to property zoned residential or in residential use.

3. Street performers.

A. Street performers shall obtain a permit from the City of Forest Park.

B. Performers shall operate only in designated areas. “

C. No street performer shall impede movement along a public sidewalk; a minimum sidewalk width of five feet, independent of the performance area, shall be maintained throughout any performance.

Sec. 8-8-55.8. Signs in Art & Entertainment District.

Signs with lights and movable elements that contribute to the unique character of the district shall be permitted. However, signage located in the underlying DM (Downtown Main Street) District should adhere to the design standards established for the Downtown Main Street District. All signs in the Arts & Entertainment District shall be subject to approval by the Planning Director or his/her designee upon the submission of a sign application, and any applicable documents and fees.”

SECTION 3. Intention of the Governing Body. It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Forest Park, Georgia, and the sections of the ordinance may be renumbered to accomplish such intention.

SECTION 4. Approval of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Ordinance.

SECTION 5. 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 6. Codification and Severability.

(a) It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were upon their enactment believed by the City Council to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the City Council that to the greatest extent allowed by law each and every section, paragraph, sentence, clause, or phrase of this ordinance is severable from every other section, paragraph, sentence, clause, or phrase of this ordinance. It is hereby further declared to be the intention of the City Council that to the greatest extent allowed by law no section, paragraph, sentence, clause, or phrase of this ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this ordinance.

(c) In the event that any section, paragraph, sentence, clause or phrase of this ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent

allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the ordinance and that to the greatest extent allowed by law all remaining Sections, paragraphs, sentences, clauses, or phrases of the ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 7. Repeal of Conflicting Provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8. Effective Date. This ordinance shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO ORDAINED this _____ day of _____, 2023.

Mayor Angelyne Butler

ATTEST:

_____ (SEAL)
City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Forest Park Arts & Entertainment District Overlay Zone.

File Attachments for Item:**9. Council Discussion and Approval of Text Amendments TA-2023-03 – Planning & Community Development****Background/History:**

The Planning & Community Development Department has discovered some areas of the Code of Ordinances that need to be amended for clarity and formal processes. This update creates a standard monthly due date for applications to be submitted by the second Wednesday of each month as well as proposing the meeting date to occur on the third Friday of each month. The previous ordinance did not provide an organized process for when applications can be received, and did not provide an explicit timeline, leaving too much room for an unorganized process for both applicants and staff. This update will clarify application submittal deadlines, meeting dates and create a more fluid process for the urban design review board members, city staff and the applicant. Planning Commission has recommended approval based on the July 20, 2023, Planning Commission meeting.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Text Amendments TA-2023-03 – Planning & Community Development

Submitted By: SaVaughn Irons

Date Submitted: July 28, 2023

Work Session Date: August 7, 2023

Council Meeting Date: August 7, 2023

Background/History:

The Planning & Community Development Department has discovered some areas of the Code of Ordinances that need to be amended for clarity and formal processes. This update creates a standard monthly due date for applications to be submitted by the second Wednesday of each month as well as proposing the meeting date to occur on the third Friday of each month. The previous ordinance did not provide an organized process for when applications can be received, and did not provide an explicit timeline, leaving too much room for an unorganized process for both applicants and staff. This update will clarify application submittal deadlines, meeting dates and create a more fluid process for the urban design review board members, city staff and the applicant. Planning Commission has recommended approval based on the July 20, 2023, Planning Commission meeting

Cost: \$ 0.00

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

Financial Impact: n/a

N/A

Action Requested from Council:

Approval of the text amendment.

STAFF REPORT – Text Amendments
Public Hearing Date: July 20, 2023
City Council Meeting: August 7, 2023

Case: TA-2023-03

Proposed Request: Text Amendments to The City of Forest Park Zoning Code of Ordinance

Staff Report Compiled By: SaVaughn Irons, City Planner

PROPOSED TEXT AMENDMENTS

1. The Planning & Community Development Department is proposing a text amendment to the Code of Ordinances. Case # TA-2023-03 includes an amendment to Article F. Boards and Commissions. Section. 8-8-161 Design approval procedures b) Application review.

BACKGROUND

The Planning & Community Development Department has discovered some areas of the Code of Ordinances that need to be amended for clarity and formal processes. The requested text amendments will not be injurious to the public health, safety, morals, and general welfare of the community, and the use will not be affected in a substantially adverse manner. The following text amendments have been proposed:

2. Article F. Boards and Commissions. Section. 8-8-161 Design approval procedures b) Application review process, adding an application deadline schedule and scheduled calendar date for scheduled meeting to occur based on application submittal deadline.

This update creates a standard monthly due date for applications to be submitted by the second Wednesday of each month as well as proposing the meeting date to occur on the third Friday of each month. The previous ordinance did not provide an organized process for when applications can be received, and did not provide an explicit timeline, leaving too much room for an unorganized process for both applicants and staff. This update will clarify application submittal deadlines, meeting dates and create a more fluid process for the urban design review board members, city staff and the applicant.

ARTICLE F. BOARDS AND COMMISSIONS

Sec. 8-8-161. Design approval procedures b) Application Review.

b) *Application Review.* A design plan application shall be submitted in triplicate to the planning and community development director for review to ensure compliance with provisions of this section and for transmission of two (2) copies to the urban design review board for review and final action. The architectural design plan application is to be submitted in completion by the second (2nd) Wednesday of each month by close of business to be reviewed

on the following month calendar. The chairman of the board shall call a formal meeting once each month on the third Friday of each month of the application's acceptance. Within seventy-two (72) hours after the date of the formal review meeting, the board shall take final action on the design plan application. If the board shall fail to take final action upon the application, the application shall be deemed to be approved. The board may extend this deadline by a majority vote of those members present. When circumstances necessitate, the board may defer action on an application until its next meeting.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF FOREST PARK, GEORGIA TO PROVIDE FOR CERTAIN TECHNICAL TEXT AMENDMENTS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WITNESSETH:

Be it ordained by the Governing Body of the City of Forest Park, Georgia as follows:

SECTION 1. That Article F. Boards and Commissions. Section. 8-8-161 Design approval procedures b) Application review of the Code of Ordinances, City of Forest Park, Georgia, Georgia is hereby amended by updating the Application review formal processes to include an application deadline schedule and scheduled calendar date for scheduled meeting to occur based on application submittal deadline by the following in lieu thereof:

“Sec. 8-8-161 Design approval procedures

b) Application review. A design plan application shall be submitted in triplicate to the planning and community development director for review to ensure compliance with provisions of this section and for transmission of two (2) copies to the urban design review board for review and final action. The architectural design plan application is to be submitted in completion by the second (2nd) Wednesday of each month by close of business to be reviewed on the following month calendar. The chairman of the board shall call a formal meeting once each month on the third Friday of each month of the application's acceptance. Within seventy-two (72) hours after the date of the formal review meeting, the board shall take final action on the design plan application. If the board shall fail to take final action upon the application, the application shall be deemed to be approved. The board may extend this deadline by a majority vote of those members present. When circumstances necessitate, the board may defer action on an application until its next meeting.

SECTION 2. Intention of the Governing Body. It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Forest Park, Georgia, and the sections of the ordinance may be renumbered to accomplish such intention.

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

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. Codification and Severability.

(a) It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were upon their enactment believed by the City Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the City Council that to the greatest extent allowed by law each and every section, paragraph, sentence, clause or phrase of this ordinance is severable from every other section, paragraph, sentence, clause or phrase of this ordinance. It is hereby further declared to be the intention of the City Council that to the greatest extent allowed by law no section, paragraph, sentence, clause or phrase of this ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this ordinance.

(c) In the event that any section, paragraph, sentence, clause or phrase of this ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the ordinance and that to the greatest extent allowed by law all remaining Sections, paragraphs, sentences, clauses, or phrases of the ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 6. Repeal of Conflicting Provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 7. Effective Date. This ordinance shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO ORDAINED this _____ day of _____, 2023.

Mayor Angelyne Butler

Council Member Kimberly James, Ward 1

Council Member Dabouze Antoine, Ward 2

Council Member Hector Gutierrez, Ward 3

Council Member Latresa Wells, Ward 4

Council Member Allan Mears, Ward 5

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:**10. Council Discussion and Vote on Charter Amendment to Establish New Ward Lines – Legal****Background/History:**

At the last Council meeting, the City Council voted to approve moving forward with the Charter amendment process to provide for new ward lines.

Municipal charters may be amended by ordinances duly adopted at two regular consecutive meetings of the municipal governing authority, not less than seven nor more than 60 days apart. This is the first formal adoption. The second and final adoption of the charter amendment will occur on August 21, 2023.

Legal notices advertising this amendment are currently being run in the Clayton News Daily as required by law.

Copies of the ordinance and the new map are available for inspection by the public in the City Clerk's office.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Consideration of and Vote on Charter Amendment to Establish New Ward Lines – Legal

Submitted By: City Attorney

Date Submitted: August 1, 2023

Work Session Date: August 7, 2023

Council Meeting Date: August 7, 2023

Background/History:

At the last Council meeting, the City Council voted to approve moving forward with the Charter amendment process to provide for new ward lines.

Municipal charters may be amended by ordinances duly adopted at two regular consecutive meetings of the municipal governing authority, not less than seven nor more than 60 days apart. This is the first formal adoption. The second and final adoption of the charter amendment will occur on August 21, 2023.

Legal notices advertising this amendment are currently being run in the Clayton News Daily as required by law.

Copies of the ordinance and the new map are available for inspection by the public in the City Clerk's office.

Cost: \$ N/A

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

Financial Impact:

Action Requested from Council:

Approval of the ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF FOREST PARK TO PROVIDE FOR NEW WARD LINES PURSUANT TO O.C.G.A. § 36-35-4.1 AND O.C.G.A. § 36-35-3; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WITNESSETH:

Be it ordained by the Governing Body of the City of Forest Park as follows:

SECTION 1. That Section 5.11(a) of the City Charter of the City of Forest Park is hereby amended by deleting said Section in its entirety and replacing it with a new Section 5.11(a) as set forth below:

“5.11(a) Unless and until changed by any future Ordinance of the City, the Wards of the City of Forest Park shall be established as set forth below:

(i) For the purpose of electing council members the City of Forest Park, Wards 1, 2, 3, 4, and 5 shall be and correspond to those five numbered wards described in Exhibit A attached to and made a part of this ordinance and further identified as “User: ForestPark, Plan Name: ForestPark-Draft-2023, Plan Type: Local.”

(ii) For the purposes of this description, the term "VTD" shall mean and describe the same geographical boundaries as provided in the report of the Bureau of the Census for the United States decennial census of 2020 for the State of Georgia. The separate numeric designations in the description which are underneath a VTD heading shall mean and describe individual blocks within a VTD as provided in the report of the Bureau of the Census for the United States decennial census of 2020 for the State of Georgia.”

SECTION 2. Intention of the Governing Body. It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Charter of the City of Forest Park, and the sections of the ordinance may be renumbered to accomplish such intention.

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

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. Codification and Severability.

(a) It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were upon their enactment believed by the City Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the City Council that to the greatest extent allowed by law each and every section, paragraph, sentence, clause or phrase of this ordinance is severable from every other section, paragraph, sentence, clause or phrase of this ordinance. It is hereby further declared to be the intention of the City Council that to the greatest extent allowed by law no section, paragraph, sentence, clause or phrase of this ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this ordinance.

(c) In the event that any section, paragraph, sentence, clause or phrase of this ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the ordinance and that to the greatest extent allowed by law all remaining Sections, paragraphs, sentences, clauses, or phrases of the ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 6. Repeal of Conflicting Provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 7. Effective Date. This ordinance shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO ORDAINED this _____ day of _____, 2023.

Mayor Angelyne Butler

ATTEST:

_____ (SEAL)
City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

User: ForestPark
Plan Name: ForestPark-Draft-2023
Plan Type: Local

WARD 1

County Clayton GA
VTD FOREST PARK 1

Block 040302:
1000 1001 1005 1009 1010 1011 1012 1013 1015 1016 1017 1018
1019 1020 1021 2000 2005 3000 3005 3006 3007 3008 3009 3010
3011 3012 3013 3014 3017 3019 3021 3022 3023 3024 4000 4001
4002 4008 4010

Block 040309:
1004

VTD FOREST PARK 2

Block 040309:
1003

VTD FOREST PARK 3

Block 040302:
3018

WARD 2

County Clayton GA
VTD FOREST PARK 1

Block 040302:
2001 2002 2003 2004 2006 2007 2008 2009 2010 2011 4003 4004
4005 4006 4007 4009 4011 4012 4013 4014 4016 4017 4018 4019
4020 4021 4022 4023 4024 4025 4026

Block 040310:
2004 2005 2006 2008 2009

VTD FOREST PARK 3

Block 040302:
3020 4015

Block 040308:
1035 1036 1037 1042 1043 2008 3002 3003 3004 3010 3011 3012
3013 4000 4001 4002 4003 4004 4005 4006 4007 4008 4009 4010
4011 4012 4013 4014 4015 4016 4017 4018 4019 4020 4021 4022
4023 4024 4025 4026 4027 4028 4029 4030 4031

WARD 3

County Clayton GA
VTD ELLENWOOD

Block 040410:

3015
 VTD FOREST PARK 1
 Block 040310:
 1016 1017 1020 1021 1022 2000 2001 2003 2007 2010 2011
 VTD FOREST PARK 2
 Block 040309:
 1010 1011 2008 2014 2015 2016 2018
 Block 040310:
 1000 1002 1004 1005 1007 1010 1013 1014 1015 1018 2002 2012
 2013 3000 3001 3002 3003 3004 3005 3006 3007 3008 3009 3010
 3011 3012 3013 3014 3015
 VTD FOREST PARK 3
 Block 040308:
 3000 3001 3005 3006 3007 3008 3014 3016
 Block 040407:
 1001 1002 1003 1006 1007 1008 1009 1010 1017 1018
 VTD LAKE CITY
 Block 040407:
 2001
 VTD MORROW 1
 Block 040310:
 1012 1019 1023 1024 1025 1026 1027
 Block 040407:
 2009
 Block 040410:
 1014 2000 2001 2002 2003 2004 2005 2006 2007 2015 2016 2017

WARD 4

County Clayton GA
 VTD FOREST PARK 1
 Block 040308:
 1016 1017 1018 1020 1022 1023 1024 1025 1026 1027 1028 1029
 1031
 VTD FOREST PARK 3
 Block 040202:
 1004 1038 1039
 Block 040306:
 1000 1001 1009 1010
 Block 040308:
 1030 1032 1033 1034 1041 2000 2001 2002 2003 2004 2005 2006
 2007 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019
 2020 2021 2022 2023 2024 2025 2026 2027 3009 3015 3019
 Block 040407:
 1023 1024
 VTD FOREST PARK 5

Block 040306:
2000 2001
Block 040307:
1009

WARD 5

County Clayton GA

VTD FOREST PARK 4

Block 040307:
1000 1001 1019 1020 3000 3001 3003 3004 3008 3009 3010 3011

Block 040407:
1019

VTD FOREST PARK 5

Block 040307:
1002 1003 1005 1006 1007 1010 1011 1012 1013 1014 1016 1017
1018 1021 1022

Block 040414:
1000

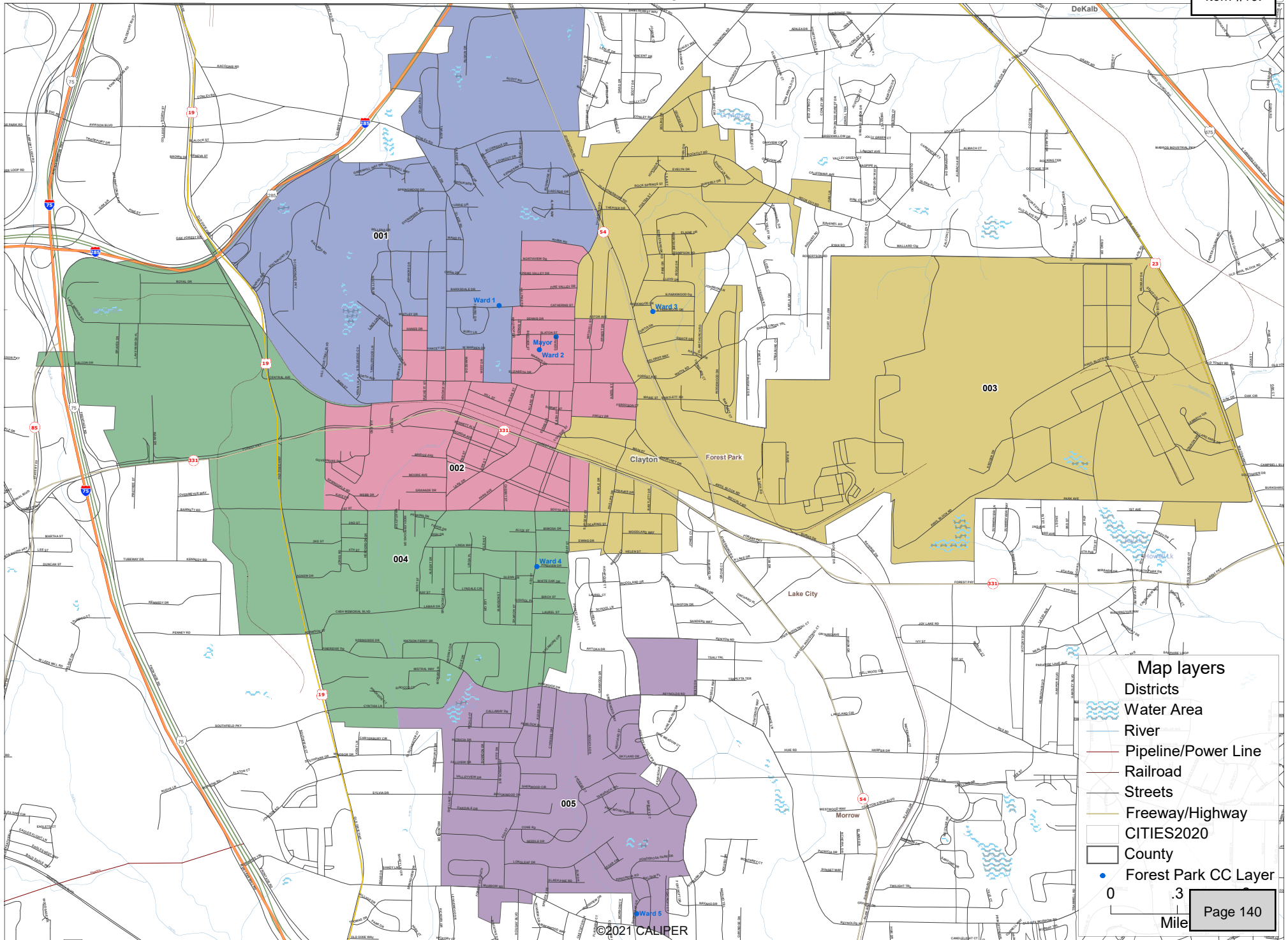
Block 040416:
1023

VTD FOREST PARK 6

Block 040307:
2000 2001 2002 2003 2004 2005 2006 2007 2010 2011 2012 2013
3002 3005 3012

Draft of Forest Park City Council Districts

Item #10.



Map layers

- Districts
- Water Area
- River
- Pipeline/Power Line
- Railroad
- Streets
- Freeway/Highway
- CITIES2020
- County
- Forest Park CC Layer

0 0.3 1
Mile

Page 140

File Attachments for Item:**11. Council Discussion and Approval of Council Consideration of and Vote on Extension of ABM Contract for Maintenance of HVAC Systems – Procurement****Background/History:**

The City's current contract with ABM Building Solutions for the maintenance of its legacy HVAC units expired on July 31, 2023. It is proposed that the contract be extended for another year. Under the contract, ABM would provide maintenance for the City's older HVAC units. The recently installed units are still under warranty, so the contract does not cover the new units.

Staff recommends approval of the contract.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Consideration of and Vote on Extension of ABM Contract for Maintenance of HVAC Systems – Procurement

Submitted By: Procurement

Date Submitted: August 1, 2023

Work Session Date: August 7, 2023

Council Meeting Date: August 7, 2023

Background/History:

The City’s current contract with ABM Building Solutions for the maintenance of its legacy HVAC units expired on July 31, 2023. It is proposed that the contract be extended for another year. Under the contract, ABM would provide maintenance for the City’s older HVAC units. The recently installed units are still under warranty, so the contract does not cover the new units.

Staff recommends approval of the contract.

Cost: \$ 117,000 annually.

Budgeted for: Yes No

Financial Impact:

Action Requested from Council:

Approval of the contract.

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE EXTENSION OF A CONTRACT WITH ABM BUILDING SOLUTIONS FOR THE MAINTENANCE OF CERTAIN HVAC SYSTEMS

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

WHEREAS, the City proposes to extend its contract with ABM Building Solutions for the maintenance of HVAC systems;

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

SECTION 1. Approval of Contract. The Contract attached hereto as Exhibit A with ABM Building Solutions as presented to the City Council on August 7, 2023 is hereby approved.

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

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 7th day of August, 2023.

Mayor Angelyne Butler

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
ABM Building Solutions Contract

City of Forest Park HVAC Maintenance

PRESENTED BY: Katherine Peoples, ABM Building Solutions

PRESENTED TO: City of Forest Park

DELIVERED ON: July 11, 2023

Agreement Signature

Proposal Date	Proposal Number	Agreement
07/11/2023	FPHVAC23	

BY AND BETWEEN:

ABM Building Solutions
 745 Forest Parkway
 Forest Park, GA 30297
 hereinafter CONTRACTOR

AND

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

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM **Guaranteed Lifetime Protection Program**
 and associated Terms and Conditions

AGREEMENT coverage will commence on August 1, 2023 and continue through July 31, 2024. The AGREEMENT price is \$116,976 per year, payable \$9,748 per month in advance beginning on the effective date of August 1, 2023.

Should the City of Forest Park decide to continue coverage after July 31, 2024, the AGREEMENT will be negotiated at that time.

Schedules Included:

Schedule 1: Inventory of Equipment

Schedule 3: Special Services and Provisions

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall will be agreed upon and signed each year by both parties.

Sales Rep	Customer	Manager
Signature	Signatures	Signature
Name (Printed/Typed)	Name (Printed/Typed)	Name (Printed/Typed)
Title	Title	Title
Date	Date	Date

TO ORDER SERVICES UNDER THIS AGREEMENT WITH A PURCHASE ORDER, PLEASE PROVIDE THE FOLLOWING:

PO Number: _____ Date of Issue: _____ Customer Signature: _____

NOTE: When issuing a purchase order for this Agreement, the services, responsibilities, terms and conditions for both parties remain as detailed in this Agreement.

Special Services and Provisions

Proposal Date	Proposal Number	Agreement No.
07/11/2023	FPHVAC23	

- This agreement is for one year from August 1, 2023, to July 31, 2024.
- Should the City of Forest Park decide to continue coverage after July 31, 2024, the AGREEMENT will be negotiated at that time.
- The following buildings are covered under our Guaranteed Lifetime Protection Program (GLP):
 - Annex
 - City Council Office
 - Fire Station #1
 - Fire Station #2
 - Fire Station #3
 - Fleet Services
 - Parks & Recreation
 - Police Station
 - Sign Shop
- The following buildings are covered under **preventive maintenance only** (CPM II), which mean all emergency services call, repairs, parts replacement, etc. will be invoiced separately at our prevailing service rate.
 - Annex (6 New Package Units)
 - City Hall (All Equipment)
 - Fleet Services (2 New Split Units, 8 New Unit Heaters)
 - Parks & Recreation (2 New Split Unit, 2 New Indoor Pool Units, 2 Boilers)
 - Police Station (1 New Rooftop Unit)
 - Public Works (All Equipment)
 - Senior Center (2 New Package Units)

Guaranteed Lifetime Protection

Proposal Date	Proposal Number	Agreement
07/11/2023	FPHVAC23	

This **GUARANTEED LIFETIME PROTECTION (GLP)** program provides the Customer with an ongoing, comprehensive maintenance program for the lifetime of the contract and all renewals thereof. The GLP program will be initiated, scheduled, administered, monitored and updated by the Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Contractor's own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually **INSPECT** and **TEST** equipment to determine its operating condition and efficiency. Typical activities include:

- **TESTING** for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- **INSPECTING** for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

- **CLEANING** coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
- **ALIGNING** belt drives; drive couplings; air fins, etc.
- **CALIBRATING** safety controls; temperature and pressure controls, etc.
- **TIGHTENING** electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
- **ADJUSTING** belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
- **LUBRICATING** motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.
- **PAINTING**, for corrosion control, as directed by our scheduling system and on an as-needed basis.

REPAIR AND REPLACE: Job labor, travel labor, parts procurement labor (locating, ordering, expediting, and transporting) and travel and living expenses required to **REPAIR** or **REMOVE AND REPLACE** broken, worn and/or doubtful components and or parts.

TROUBLE CALLS: Job labor and travel labor, including overtime, plus travel and living expenses required for unscheduled work resulting from an abnormal condition.

COMPONENTS, PARTS AND SUPPLIES: The cost of **COMPONENTS, PARTS AND SUPPLIES** required to keep the equipment operating properly and efficiently.

Guaranteed Lifetime Protection Terms and Conditions

1. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s) component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within thirty (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement price shall become due and payable immediately upon demand. All past due amounts shall accrue interest at the maximum rate permitted by applicable law.
7. Excluded from this Agreement, unless otherwise stated herein, is main power to the equipment disconnect, equipment structural supports, oil storage tanks, chimneys, cleaning interior of system(s) duct work.
8. If there is any alteration to, or deviation from, this Agreement involving extra work, the cost of materials and/or labor will become an extra charge (fixed price amount to be negotiated or on a time and material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
9. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
10. This Agreement does not include responsibility for the design of the system, safety test, and valve bodies other than those associated with equipment listed on Schedule 1, repair or replacement necessitated by freezing weather, lightning, electrical power surges or failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental regulatory or insurance agencies, or other causes beyond the control of Contractor.
11. If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Contractor may charge Customer at the rate then in effect for such services.
12. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved items of equipment from inclusion in this Agreement.
13. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.

14. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
15. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
16. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) and/or Safety Data Sheets (SDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
17. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this Agreement.
18. Contractor's obligations under this Agreement and any subsequent agreements do not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Customer of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work under this Agreement shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted.
19. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its affiliates, agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
20. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

File Attachments for Item:**12. Council Consideration of and Vote on Proposal to Temporarily Suspend the Borrowing of Funds from Employee Empower Retirement Accounts – Executive Offices****Background/History:**

Over the past year, a number of problems have been identified with respect to employees borrowing funds from their Empower retirement accounts. Among the problems are: poor record keeping; failure to repay borrowed funds and missing contributions being made to employee accounts. In addition, there is significant confusion regarding how the loans are to be administered and whether there are credit score impacts if loans are not repaid.

In order to give the staff sufficient time to gather the necessary information and identify corrective measures, we are recommending that the Council suspend the ability of employees to borrow from their Empower retirement accounts. The proposed suspension period is six months, with the ability of the City Manager to extend an additional six months if necessary, while he works to correct all issues.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Consideration of and Vote on Proposal to Temporarily Suspend the Borrowing of Funds from Employee Empower Retirement Accounts – Executive

Submitted By: City Manager

Date Submitted: August 1, 2023

Work Session Date: August 7, 2023

Council Meeting Date: August 7, 2023

Background/History:

Over the past year, a number of problems have been identified with respect to employees borrowing funds from their Empower retirement accounts. Among the problems are: poor record keeping; failure to repay borrowed funds and missing contributions being made to employee accounts. In addition, there is significant confusion regarding how the loans are to be administered and whether there are credit score impacts if loans are not repaid.

In order to give the staff sufficient time to gather the necessary information and identify corrective measures, we are recommending that the Council suspend the ability of employees to borrow from their Empower retirement accounts. The proposed suspension period is six months, with the ability of the City Manager to extend an addition six months if necessary.

Cost: \$ N/A

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

Financial Impact:

Action Requested from Council:

Approval of the resolution.

RESOLUTION NO. _____

A RESOLUTION TO TEMPORARILLY SUSPEND ANY FURTHER LOANS FROM CITY EMPLOYEES’ EMPOWER RETIREMENT ACCOUNTS

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;

WHEREAS, in recent years, a number of problems have been identified with respect to City employees borrowing funds from their Empower retirement accounts;

WHEREAS, the City needs time to gather information and investigate potential solutions to these problems; and

WHEREAS, the City proposes to temporarily suspend any further loans from City employees’ Empower retirement accounts to give the staff sufficient time to resolve these problems;

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

SECTION 1. Suspension of Borrowing from Empower Retirement Accounts. The City Council hereby suspends the borrowing of funds from Empower retirement accounts for a period of six months. The City Manager is further authorized to extend such suspension for an additional six months if deemed necessary to accomplish the purposes of this resolution.

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, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 7th day of August, 2023.

Mayor Angelyne Butler

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:**13. Council Discussion and Approval of Georgia Municipal Association – Pension Plan****Background/History:**

As part of the City Manager's employee evaluation, a large percentage of employees stated that they would like to see a Pension Plan implemented. At current, the city only offers a 457 and 401 plan. A qualified retirement plan can help our organization look more attractive to qualified employees. Finding quality employees can be a challenge today, especially when a job seeker is considering multiple job offers. Offering a retirement plan is a benefit most job seekers consider and ultimately can be a differentiating factor in their decision-making process. Not only can retirement plans help you attract new employees, but they can also help you retain those most valuable to our City's success. Keeping good employees lowers our turnover cost and helps our business function more efficiently.

Staff is seeking approval to move forward with requesting the Georgia Municipal Association to complete a cost study for us to bring back to Mayor and Council to determine whether or not a pension plan is feasible and affordable. GMA has over 50 years of experience administering local government pension plans. They provide administration of retiree benefits, actuarial services, as well as legal compliance. In addition, they will provide training for our staff as well as employee education whenever we have a need for it.

The fee for a cost study is \$2,500 and takes approximately 4-6 weeks to complete. Should the Mayor and Council decide to move forward with a pension plan, their legal team can deliver plan documents within a couple of months.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Georgia Municipal Association – Pension Plan

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

Date Submitted: August 4, 2023

Work Session Date: August 7, 2023

Council Meeting Date: August 7, 2023

Background/History:

As part of the City Manager’s employee evaluation, a large percentage of employees stated that they would like to see a Pension Plan implemented. At current, the city only offers a 457 and 401 plan. A qualified retirement plan can help our organization look more attractive to qualified employees. Finding quality employees can be a challenge today, especially when a job seeker is considering multiple job offers. Offering a retirement plan is a benefit most job seekers consider and ultimately can be a differentiating factor in their decision-making process.

Not only can retirement plans help you attract new employees, they can also help you retain those most valuable to our City’s success. Keeping good employees lowers our turnover cost and helps our business function more efficiently.

Staff is seeking approval to move forward with requesting the Georgia Municipal Association to complete a cost study for us to bring back to Mayor and Council to determine whether or not a pension plan is feasible and affordable. GMA has over 50 years of experience administering local government pension plans. They provide administration of retiree benefits, actuarial services, as well as legal compliance. In addition, they will provide training for our staff as well as employee education whenever we have a need for it.

The fee for a cost study is \$2,500 and takes approximately 4-6 weeks to complete. Should Mayor and Council decide to move forward with a pension plan, their legal team can deliver plan documents within a couple of months.

Cost: \$ Variable

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

Financial Impact:

N/A

File Attachments for Item:**14. Council Discussion and Approval of Public Works – Double Time Overtime Pay - Executive Offices****Background/History:**

To continue implementing employee incentives city-wide, we recommend adding “double-time” pay for Public Works employees. This incentive would last 90 days to assist with catching up with grass-cutting around the city. This will only go into effect on Friday after they have completed their typical shift – Sunday at midnight; all other overtime will be paid out at 1.5 times. This pay will only occur after the employee has completed a 40-hour work week.

Policy Overtime for non-exempt Public Works employees shall be compensated according to State and federal law. All actual work performed by a nonexempt employee within the Public Works Department between the normal work week, Monday through close of business on Friday, in excess of 40 regular hours, shall be paid overtime at a rate of time and one-half. All work performed by a nonexempt employee within the Public Works Department between Friday 5:01 p.m. – Sunday 12:00 p.m. will be paid at a rate of two (2) times the employee’s regular rate of pay.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Public Works – Double Time Overtime Pay (Executive Offices)

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

Date Submitted: August 4, 2023

Work Session Date: August 7, 2023

Council Meeting Date: August 7, 2023

Background/History:

To continue implementing employee incentives city-wide, we recommend adding “double-time” pay for Public Works employees. This incentive would last 90 days to assist with catching up with grass-cutting around the city. This will only go into effect on Friday after they have completed their typical shift – Sunday at midnight; all other overtime will be paid out at 1.5 times. This pay will only occur after the employee has completed a 40-hour work week.

Policy Overtime for non-exempt Public Works employees shall be compensated according to State and federal law. All actual work performed by a nonexempt employee within the Public Works Department between the normal work week, Monday through close of business on Friday, in excess of 40 regular hours, shall be paid overtime at a rate of time and one-half. All work performed by a nonexempt employee within the Public Works Department between Friday 5:01 p.m. – Sunday 12:00 p.m. will be paid at a rate of two (2) times the employee’s regular rate of pay.

Cost: \$ Variable

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

Financial Impact:

N/A

File Attachments for Item:**15. Council Consideration of and Vote on Intergovernmental Agreement with Clayton County to Conduct the 2023 Municipal Elections – Executive Offices****Background/History:**

It is proposed that the Clayton County elections staff conduct the 2023 municipal elections for Forest Park. The City Clerk will still serve as the Elections Superintendent, but Clayton County will handle most other election matters. The attached Intergovernmental Agreement has already been approved by Clayton County and has been reviewed by the city staff.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Consideration of and Vote on Intergovernmental Agreement with Clayton County to Conduct the 2023 Municipal Elections – Executive

Submitted By: City Clerk

Date Submitted: August 1, 2023

Work Session Date: August 7, 2023

Council Meeting Date: August 7, 2023

Background/History:

It is proposed that the Clayton County elections staff conduct the 2023 municipal elections for Forest Park. The City Clerk will still serve as the Elections Superintendent, but Clayton County will handle most other election matters. The attached Intergovernmental Agreement has already been approved by Clayton County and has been reviewed by the City staff.

Cost: \$ Budgeted for: Yes No

Financial Impact:

Action Requested from Council:

Approval of the Intergovernmental Agreement.

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES BETWEEN
CLAYTON COUNTY, GEORGIA AND
THE CITY OF FOREST PARK, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this _____ day of _____, 2023, between Clayton County, Georgia (the "**County**"), a political subdivision of the State of Georgia, and the City of Forest Park, Georgia (the "**City**"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, both parties are interested in serving the needs of the citizens of the City by the County providing for the services of conducting all elections required and permitted by law; and

WHEREAS, the City desires to contract with the County to conduct all municipal elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to enter into such an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a city may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Clayton County Board of Elections and Registration ("**BER**") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BER, among other things, is responsible for the selection and appointment of the elections supervisor and the selection, appointment, and training of poll workers in elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of the 2023 Municipal Special Elections (hereinafter referred to as "City Election") which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City Election, City, at its sole option, shall submit to County a request in the form attached hereto as **Exhibit A**. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City Election which was the subject of the request.

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Clayton County, Georgia and will terminate on December 31, 2023, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services:

3.1 Upon receipt of request to perform a City Election, the BER and/or the County Elections Director, or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors;
- f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as

they may be hereafter amended;

- h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;
- i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

- a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections (the “Calls”) as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- b) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- c) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- d) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- e) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- g) Verifying, in a timely manner, accuracy of voter list(s) for City residents;
- h) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;
- i) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;
- j) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;
- k) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- l) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;
- m) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- n) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

Pursuant to this Agreement and O.C.G.A. § 21-2-2-45(c) now and as it may be amended hereafter, the City shall pay to the County all costs incurred in performing the functions agreed upon herein as detailed in the budget attached as **Exhibit B** plus a 10% administrative fee. City agrees to pay County the actual costs incurred by County in conducting City Elections and administrative fees as stated on the County's invoice. City shall remit said funds to County within thirty (30) days of receipt of invoice.

ARTICLE 5 LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Elections and Registration, and/or the County Elections Director in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Elections and Registration, and/or the County Elections Director in connection with any City Election held pursuant to this Agreement. The City agrees that it is the sole arbiter of whether its charter requires the City to conduct a runoff election in the event that a candidate receives a plurality or majority vote during an election. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Clayton County Elections and Registration and under the supervision of the Elections Director.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 RECORDKEEPING AND REPORTING

7.1 The County Elections and Registration Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 9 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested.

The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Director or by the County to the City Manager via certified first-class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Clayton County Elections and Registration, Elections Director
Jonesboro Historical Courthouse, Main Floor
121 South McDonough Street
Jonesboro, GA 30236

With a copy to: Clayton County Staff Attorney’s Office
112 Smith Street
Jonesboro, GA 30236

City Clerk: Michelle Hood
City of Forest Park
745 Forest Parkway
Forest Park, GA 30297

With a copy to: City of Forest Park Municipal Attorney

**ARTICLE 10
NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 11
ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 12
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in

the Superior Court of Clayton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 13
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 14
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date first above written.

CLAYTON COUNTY, GEORGIA

Jeffrey E. Turner, Chairman

ATTEST:

Courtney Rushin, Clerk

(SEAL)

**CLAYTON COUNTY BOARD OF
ELECTIONS AND REGISTRATION**

Dorothy Foster Hall, Chair

ATTEST:

Shauna Dozier, Director

(SEAL)

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, Mayor

Michelle Hood, City Clerk

(SEAL)

EXHIBIT A – REQUEST TO CONDUCT ELECTION

As per the Agreement executed on _____, THE CITY OF FOREST PARK hereby requests that Clayton County conduct its ___ Election on _____. The last day to register to vote in this election is _____. The absentee poll will be located at _____ Forest Park, Georgia.

Submitted this _____ day of _____, 2023.

(SEAL) Municipal Clerk

The Clayton County Board of Elections and Registration agrees to conduct the CITY OF FOREST PARK Municipal Election on November 7, 2023, within the boundaries of Clayton County.

Accepted this _____ day of _____, 2023.

_____(SEAL)
Shauna Dozier, Elections Director
Clayton County Board of Elections and Registration

EXHIBIT B - BUDGET

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE INTERGOVERNMENTAL AGREEMENT WITH CLAYTON FOR THE CONDUCT OF THE 2023 MUNICIPAL ELECTIONS

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 to contract with Clayton County for the purpose of allowing the County elections staff to conduct the 2023 Forest Park municipal elections;

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

SECTION 1. Authorization of Intergovernmental Agreement. The Intergovernmental Agreement with Clayton County for the conduct of the 2023 municipal elections attached hereto as Exhibit A as presented to the City Council on August 7, 2023 is hereby approved.

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

SECTION 3. Authorization of Execution. The Mayor or Mayor Pro Tem 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.

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SO RESOLVED this 17th day of July, 2023.

Mayor Angelyne Butler

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT