



## CITY COUNCIL REGULAR SESSION

Monday, August 04, 2025 at 7:00 PM  
Council Chambers and YouTube Livestream

Website: [www.forestparkga.gov](http://www.forestparkga.gov)

YouTube: <https://bit.ly/3c28p0A>

Phone Number: (404) 366.4720

**FOREST PARK CITY HALL**

745 Forest Parkway  
Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James

The Honorable Hector Gutierrez

The Honorable Delores A. Gunn

The Honorable Latresa Akins-Wells

The Honorable Allan Mears

Ricky L. Clark Jr, City Manager

Randi Rainey, City Clerk

Danielle Matricardi, City Attorney

## AGENDA

### VIRTUAL MEETING NOTICE

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

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

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

**INVOCATION/PLEDGE:**

**CALL TO ORDER/WELCOME:**

**ROLL CALL - CITY CLERK:**

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

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**APPROVAL OF MINUTES:**

1. Council Approval of Council Work Session and Regular Meeting Minutes from July 21, 2025 - City Clerk

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

**CITY MANAGER'S REPORT:**

## **PRESENTATIONS:**

### **2. Financial Reporting of the FY2024-2025 Monthly Financial Report**

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

The Finance Department is presenting FY2024-2025 Monthly Financial review of the City's financials. The purpose of the monthly financial review is to help us know how healthy the City's cash flow is and help evaluate department performance to see if the executive office needs to reallocate resources to achieve the financial goals for the City.

## **CEREMONIAL:**

### **3. Proclamation in Recognition of the Boot's Family Contribution to Affordable Housing-Ward 1, Councilmember James**

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

Councilmember James would like to present a proclamation to the Boot's family to recognize their contributions to affordable housing and their longstanding commitment to the community.

## **PUBLIC HEARINGS:**

- 4. Council Approval of an Ordinance for Case #TA-2025-03 Text Amendment for Title 8. – Planning and Development, Chapter 8. Zoning, Article A. – General Provisions Section 8-8-4 Definitions, of the City of Forest Park Code of Ordinances to amend such section, adding Definitions for Electric Vehicle (EV) Charging Stations and Text Amendment for Title 8. – Planning and Development, Chapter 8. Zoning, Article C. – Development and Use Standards, of the City of Forest Park Code of Ordinances, to amend such section, adding section 8-8-97 Electric Vehicle (EV) Charging Stations- PCD Department**
- 5. Council Approval of an Ordinance for Case #CUP-2025-03: Conditional Use Permit for 4959 and 4965 West Street to Establish a Childcare Center in the Single-Family Residential (RS) District – Ward 2- PCD Department**

## **CONSENT AGENDA:**

- 6. Council Approval of a Resolution Authorizing a Memorandum of Understanding (MOU) with RightSite Health Services - Fire and EMS Department**

## **OLD BUSINESS:**

- 7. Council Approval of a Resolution Authorizing Blanket Purchase Orders for Cooperative Contracted Vendors: MES, BoundTree, and Bennett Fire - Fire & EMS Services**
- 8. Council Approval of a Resolution Authorizing Cemetery Maintenance and Consideration of Service Reallocation Options– Public Works Department**

## **NEW BUSINESS:**

- [9.](#) **Council Approval on the City Center Project Funding - Finance/Executive Departments**
- [10.](#) **Council Approval of a Resolution Authorizing the 2026 SPLOST Project List- Finance Department**
- [11.](#) **Council Approval of a Resolution to create an Impact Fee Program, Capital Improvements Element, and discuss the creation of the Development Impact Fee Advisory Committee- PCD Department**
- [12.](#) **Council Approval of a Resolution Authorizing an Amphitheater Fee Waiver for the 2025 Day of Prayer Event-Recreation and Leisure Department**

## **CLOSING COMMENTS BY GOVERNING BODY:**

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

## **ADJOURNMENT:**

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

**File Attachments for Item:**

**1. Council Approval of Council Work Session and Regular Meeting Minutes from July 21, 2025 - City Clerk**





## CITY COUNCIL WORK SESSION

Monday, July 21, 2025 at 6:00 PM  
Council Chambers and YouTube Livestream

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Danielle Matricardi, City Attorney

### DRAFT MINUTES

**CALL TO ORDER/WELCOME:** Mayor Butler called the meeting to order at 6:00 p.m.

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

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

Pauline Warrior, Chief of Staff; Josh Cox, IT Director; Rodney Virgil, Level 2 Support Engineer; Javon Lloyd, PIO; John Wiggins, Finance Director; Jeremi Patterson, Deputy Finance Director; Talisa Adams, Procurement; Shalonda Brown, HR Director; Diane Lewis, HR Deputy Director; Nicole Dozier, PCD Director; Rochelle Dennis, Interim Economic Development Director; Dorthy Roper-Jackson, Municipal Court Director; Tarik Maxwell, Director of Rec and Leisure; Nigel Whatley, Public Works Deputy Director; David Halcome, Deputy Fire Chief; Michelle Hood, Deputy City Clerk; Brandon Criss, Police Chief; Derry Walker, Code Compliance Director; and Danielle Matricardi, City Attorney.

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

It was moved to amend the agenda to remove Consent Item #2-Council Discussion on the Lighting Service Agreements for 4576-4650 Burks Rd & Springdale Rd. to New Business.

The motion was made by Councilmember James and seconded by Councilmember Akins-Wells.

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

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

It was moved to remove Item #5 – Council Discussion and Presentation to create an Impact Fee Program, Capital Improvements Element, and to discuss the creation of the Development Impact Fee Advisory Committee; and to add Consent Item #2 – Council Discussion on the Lighting Service Agreements for 4576–4650 Burks Road and Springdale Road.

The motion was made by Councilmember James, and seconded by Councilmember Gunn.

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

**CONSENT AGENDA:** *There was no discussion on the consent agenda items.***1. Council Discussion on the CAD and RMS Annual Software Renewal – IT Department****Background/History:**

This is the annual renewal for the Police Department's CAD and RMS systems. This is the proprietary software used for dispatching officers, writing police reports, and issuing citations. This includes the annual cost for licensing and the support agreement and is a budgeted item in the IT Budget for June 2025 through June 2026.

Total Amount: \$161,008.21

General Fund

**2. Council Discussion on the Lighting Service Agreements for 4576-4650 Burks Rd & Springdale Rd. – Public Works Department** *(Moved under New Business)***Background/History:**

The City of Forest Park is seeking Council approval to enter into two (2) separate Lighting Service Agreements with Georgia Power. These agreements are intended to address low-lighting concerns at the following two locations:

- #LP107362 – 4576–4650 Burks Road: Installation of 7 additional light fixtures with an Annual Cost of \$1,576.68.
- #LP107983 – Springdale Road: Installation of 5 additional light fixtures with an Annual Cost of \$1,480.80.

The total cost to the City for both service agreements is \$254.79 per month, or \$3,057.48 per year.

These expenses will be charged to the following budget account: Street Lighting – 100-51-4260-53-1233

**Deputy Director Whatley** addressed the Mayor and Council, stating that the issue involved low-lighting conditions at two separate locations, which were reported through the SeeClickFix platform. Upon receiving the reports, he explained that staff conducted an on-site assessment and subsequently developed a recommendation to address the lighting concerns.

**Comments/Discussion from Governing Body:**

**Councilmember James** stated she had no questions regarding the specific lighting fixes proposed for the identified streets. However, she expressed broader concerns about citywide lighting issues. She acknowledged that the current assessment stemmed from a SeeClickFix submission, but mentioned that there are other areas, such as Hendrix Drive and Catherine Drive at night, where lighting remains inadequate. She inquired whether Mr. Clark Jr. would be willing to conduct another citywide lighting ride-along, as he had done in the past, to help identify additional problem areas.

**Mr. Clark Jr.** provided additional context regarding the City's street lighting efforts. He noted that approximately 1,200 lights were replaced throughout the City as part of a previous initiative. He referenced a discussion during the June 20, 2023, budget meeting, in which questions were raised about the cost implications of citywide lighting and how those expenses are distributed. He reminded the Council that the concept of a Street Lighting District had been proposed roughly two years ago. Under that model, the cost of residential street lighting would be assessed by property owners through their annual tax billing rather than being fully subsidized by the City. He noted that lighting costs may continue to rise annually without such a framework, becoming a recurring financial burden on the City's general fund.

**Mr. Clark Jr.** emphasized that this concept had been discussed previously but had not yet received direction from Council. He suggested it may be worth revisiting as lighting concerns continue to emerge. He also mentioned that blinking or malfunctioning City-owned lights would still be repaired as part of normal operations. Finally, he recommended scheduling another lighting assessment or ride-along, particularly given ongoing concerns about lighting in Ward 2.

**Councilmember James** posed a question regarding the distinction between residential and City-owned lights. She acknowledged that it might seem like a fundamental question, but felt it was essential to clarify. Specifically, she asked how it is determined whether a light is classified as residential or City-owned, especially in cases where the light fixture is located within the public right-of-way. Attorney Matricardi responded that a light in a neighborhood is typically classified as a residential light, including those on private property. She explained that developers usually install such lights during the construction of the neighborhood, and the associated costs are assessed to the homeowners, either through a Homeowners Association (HOA) or incorporated into the overall property value. She clarified that the City does not maintain these lights, as they fall under private responsibility.

**Attorney Matricardi** explained that when the City completes and accepts a development, infrastructure such as lighting may become public property. At that point, the City assumes ownership and maintenance responsibilities. However, she clarified that if new lights are installed in a location that serves only a specific neighborhood or a limited group of residents, rather than the general public, those lights would be considered a localized benefit rather than a public one. In such cases, the installation and maintenance costs would typically fall under a special tax assessment because the improvement does not benefit the public but only the residents of that area.

**Councilmember James** noted that, to her knowledge, most neighborhoods in the City do not have active Homeowners Associations (HOAs) except for one in the Governor's Glen area. She questioned how the special tax assessment model would apply in neighborhoods without an HOA and sought clarification on whether the City at large would be responsible for managing or funding those lights without a governing neighborhood entity. Attorney Matricardi explained that while there are private roads within the City, many roads have been dedicated to the City over time. If a road has been dedicated, it is likely now owned and maintained by the City. However, if a road remains private, any lighting along that road would typically be installed, operated, and maintained by the private property owner or homeowners, not the City.

**Mr. Clark Jr.** stated that part of the confusion may stem from the timing of when certain roads and homes were developed. He explained that infrastructure responsibilities, including lighting, would have been addressed during the original development process. However, he noted that the City of Forest Park currently covers approximately 99% of all lighting costs, including the expense of installing new lights when requested by residents. He further reported that the annual appropriated budget for street lighting is now approaching \$500,000, underscoring the growing financial impact of lighting on the City's general fund.

**Councilmember James** noted that all City streets appear to have standard signage, such as speed limit signs, which suggests that these are City-owned roads rather than private ones. However, she acknowledged that a more in-depth discussion may be needed to clarify the status and ownership of certain roads within the City. Mr. Clark Jr. reiterated that the City had previously proposed establishing a Street Lighting District and stated that information would be forwarded to the governing body for review. He explained that under such a model, if a resident requested an additional light in their neighborhood for safety reasons, the resident would bear the cost rather than the City. However, he acknowledged that the current practice in Forest Park has been for the City to coordinate directly with Georgia Power to request and install additional lighting when needed, with the City covering the associated costs.

**Councilmember Gunn** thanked staff for their attention to Springdale Road, expressing appreciation for the improvements being made in an area that has long needed attention, particularly given the number of senior citizens who reside there. She shared her excitement about the upcoming updates. While she noted she was less familiar with Burke's Road, she spoke confidently about Springdale, emphasizing the need for additional lighting, especially around a curve where children and pedestrians frequently walk. She stated that while the addition of five lights is a positive step, even more may be necessary to ensure safety. Councilmember Gunn stressed that residents who know the area are accustomed to its layout, but guests and visitors, especially during community events, may have difficulty navigating the area safely without adequate lighting.

**Mr. Clark Jr.** responded agreeably, assuring Councilmember Gunn that her concerns were heard and appreciated. He explained that Georgia Power is implementing new smart technology in the lighting infrastructure as part of the City's ongoing lighting upgrades and repairs. This technology allows Georgia Power to be automatically notified when a streetlight goes out, eliminating the previous need for Public Works staff to identify and mark faulty lights for repair manually. He noted that the upgrades involve transitioning to LED fixtures with integrated systems that improve response times and overall lighting maintenance through automated detection and communication.

**Councilmember Gutierrez** expressed his appreciation to staff and expressed his excitement about the installation of the new lights. He thanked the team for their efforts in addressing lighting improvements throughout the City.

3. **Council Discussion on the Request for Blanket Purchase Orders-** Public Works Department

**Background/History:**

As part of the City's ongoing efforts to streamline the procurement process and ensure timely payment for recurring services, the following contracted or sole-source vendors are being presented for the creation of Blanket Purchase Orders for FY25–26:

- **Waste Management** – \$1,365,000  
*Sanitation Services*  
**Fund:** 540-72-4520-52-3000
- **Boswell Oil** – \$400,000  
*Fuel and Oil Purchases*  
**Fund:** 100-27-4900-53-1270

These Blanket Purchase Orders will support operational efficiency by allowing departments to process regular payments without repeatedly requesting purchase orders for the same vendor.

**OLD BUSINESS:**

4. **Council Discussion on the First Annual Renewal of the 12-Month Sound Equipment Services Agreement with Digital World Live** – Procurement/Recreation and Leisure Services Department

**Background/History:**

City Council approved the 1st annual renewal option for 3 months for the sound equipment services contract with Digital World Live under the same prices, terms, and conditions. This vendor will continue to provide sound equipment and technician services for city events. This request is to exercise the full 12-month renewal period due to the city's representatives conducting a meeting with all parties to evaluate and provide mutual resolutions of the contract's expectations.

ANNUAL TOTAL: \$77,850.00 – General Fund

**Mrs. Adams, Procurement Manager**, stated that the item was being brought back before the Council for consideration in renewing the annual contract for the full 12-month term. She explained that the pricing already negotiated and accepted was based on a 12-month agreement, rather than a three-month term.

She further noted that, as directed by Council, a meeting had been conducted to ensure that a mutually workable solution was reached between the City and the vendor responsible for servicing City, sponsored events. Mrs. Adams stated that the meeting minutes and a list of agreed-upon resolutions were included in the Council's packet for review.

5. **Council Discussion and Presentation to create an Impact Fee Program, Capital Improvements Element, and discuss the creation of the Development Impact Fee Advisory Committee-** Planning and Community Development Department (Item Removed)

**Background/History:**

In response to continued growth and increased demand on public infrastructure, the City is exploring the potential creation of a Development Impact Fee Program in accordance with the Georgia Development Impact Fee Act (DIFA), O.C.G.A. § 36-71-1 et seq. This program would provide a structured and legally

supported method for funding capital improvements necessitated by new development, helping to ensure that growth pays for growth.

As part of this initiative, the City must prepare a Capital Improvements Element (CIE) outlining anticipated public facility needs over a defined planning period. The CIE identifies eligible capital projects and associated costs. It must be adopted as an amendment to the City's Comprehensive Plan and approved by the Georgia Department of Community Affairs (DCA).

In addition, DIFA requires the establishment of a Development Impact Fee Advisory Committee, consisting of stakeholders, including representatives from the development community and the general public. This committee will advise on the program's development and implementation, review annual reports, and recommend updates to the fee schedule and project lists.

This discussion intends to brief the Mayor and Council on the purpose and process of establishing an impact fee program, obtain direction on preparing the Capital Improvements Element, and consider appointing members to the required advisory committee.

6. **Council Discussion on the Stormwater waiver for Waldrop Drive**-Public Works Department

**Background/History:**

Falcon Design Consultants recommends that the City waive Clayton County stormwater requirements for this project regarding gutter spread, stormwater detention, water quality, and runoff reduction.

This project involves installing sidewalks, curbs, gutters, and drainage infrastructure along Waldrop Drive. Due to its linear nature and limited right-of-way space, we believe it will meet the exception for "Site Constraints" listed in Clayton County Water Authority's (CCWA) Appendix C. Policy on Practicability Analysis for Runoff Reduction. These constraints also preclude the installation of detention, water quality, and additional drainage infrastructure.

Stormwater detention, water quality, and runoff reduction measures are intended to reduce the flow rate and amount of stormwater runoff from a project and remove sediment from the flow. These measures tend to occupy large areas that the City does not have available within the current right-of-way of Waldrop Drive. Adding sidewalks to this roadway will not significantly increase runoff for this area. We do not believe these measures can be added to this project without significantly affecting nearby properties and utilities.

**Nigel Whatley, Public Works Deputy Director**, noted that the City is seeking Council's approval for a waiver from Clayton County Water Authority's requirements for the Waldrop Drive sidewalk project.

**Comments/Discussion from Governing Body:**

**Councilmember Gunn** requested that the information be explained in layman's terms for better public understanding.

**Mr. Adam Price of Falcon Design Consultants** noted that the work on Waldrop Drive is not simply maintenance; it's a complete improvement project. The existing sidewalk is being removed and replaced with a new sidewalk. ADA-compliant handicap ramps are installed, and curb and gutter are added along the roadway to improve drainage collection. These upgrades will significantly enhance the drainage conditions on the property. Mr. Price noted that stormwater requirements are established in the City's Code, Clayton County's Code, and the state level. He explained that each component of the project must



be reviewed individually. However, he also stated that the regulations provide for waivers under specific conditions, and this project meets the criteria for such a waiver.

**Councilmember Gunn** referenced the final sentence, which states, "We do not believe these measures can be added to this project without significantly affecting the properties and utilities." She inquired whether this was the reason the waivers were being requested and noted that there appeared to be discrepancies between personal properties and utility placements. Mr. Price confirmed that the approach is correct and pointed out that the company is authorized to conduct business in four states and many counties and cities. He emphasized that this practice is common and widely accepted across multiple jurisdictions.

**Councilmember Gutierrez** agreed with the request and acknowledged that waivers are sometimes necessary. However, he reminded the Council that a waiver situation also arose during a previous discussion related to the "Zaxby's" item. At that time, the Council had strong opposition against granting waivers. He expressed concern about maintaining consistency, stating, "Laws are in place for a reason, and we shouldn't pick and choose when to apply them." While he understood the reasoning behind the current waiver, primarily if it benefits the City, he cautioned against setting a precedent for future decisions. He emphasized the importance of applying standards uniformly.

**Councilwoman Akins-Wells** agreed with Councilmember Gutierrez's comments and shared the same concerns. She noted that she would make a similar point, recalling that when a similar situation occurred previously, members of the Council were very adamant about not granting a waiver. She added that she did not understand why a waiver was now being considered, given the strong stance taken in the past. She emphasized the importance of consistency in the Council's decisions.

**Mayor Butler** requested to know the difference. Mr. Price explained the key difference between the Zaxby's project and the current Waldrop Drive infrastructure project. He noted that Zaxby's was a private commercial development constructed on raw land, which allowed the developer ample space and time to plan for stormwater facilities and site layout. Because the project started from scratch, it had more flexibility to incorporate underground and above-ground stormwater systems as needed. Mr. Price noted that in contrast, the Waldrop Drive project is an infrastructure improvement project in an existing residential neighborhood that has been in place for several decades. The right-of-way is only 50 to 60 feet wide, and there is no available space outside of that right-of-way to construct stormwater facilities. The roadway occupies most of that space, leaving little to no room for installing the required systems.

**Mr. Price** emphasized that Clayton County's ordinance allows for waivers in situations like this, not only for site development standards, which apply here, but also for cases where the cost and practicality of meeting those requirements would be unreasonable. He added that complying with the full stormwater standards in this instance would require the City to purchase private property and install stormwater ponds in front of long-established homes, many of which have been there for 40 to 50 years. He concluded by stating that this is precisely the type of situation the waiver provision was designed to address.

## 7. **Council Discussion on the Stormwater waiver for Metcalf Extension**-Public Works Department

### **Background/History:**

Forest Park ordinance Section 8-11-7.4 requires that runoff reduction be provided to the maximum extent practicable. Falcon Design Consultants recommends that the City waive runoff reduction requirements for the Metcalf Road Extension project based on Clayton County Water Authority's (CCWA) Appendix C. Policy on Practicability Analysis for Runoff Reduction. See attached. Due to "Extreme Topography" and "Site Constraints," we believe this project will qualify for a waiver.

The proposed roadway will run through steep existing topography and is near existing industrial facilities, stream buffers, wetlands, and floodplains. This leaves very little room for stormwater management infrastructure, and there is certainly not enough area for separate runoff reduction facilities along with their required pretreatment measures and setbacks. For these reasons, runoff reduction is not practicable and should be waived, in general accordance with the Georgia Stormwater Management Manual (GSMM) and Clayton County Water Authority (CCWA) standards.

**Mr. Adam Price, Falcon Design Consultants**, briefly explained that this project is somewhat similar to the previous item in that it is also an infrastructure road project constructed from the ground up. However, he pointed out a key difference: in this case, there was enough room on the west side of the new roadway to install two stormwater management ponds. The roadway extends up to the property previously sold to the TPA Group, and on one side of the road, there is a 2:1 slope from the Kroger property, while the opposite side includes a stream buffer. Despite these challenges, the team was able to utilize available space on the west side to accommodate stormwater facilities.

**Mr. Price** noted that the waiver request is being made due to extreme topography and site constraints, even though this project does include some stormwater management, unlike the previous project, which was limited by space and classified as maintenance.

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

**Councilmember Gutierrez** asked whether the City could do anything as a municipality to modernize or streamline specific outdated processes. He expressed concern that the current requirement to bring items before Council may be causing delays in project timelines. He asked if waiting for scheduled meetings to approve matters was holding up progress, and whether there were more proactive or preventative steps the City could take to avoid these types of delays. **Mr. Price** explained that his firm serves as the City Engineer for several municipalities and that he frequently conducts plan reviews. In many cases, project engineers will request that specific standards be waived, and those requests are typically evaluated and decided upon between the reviewing engineer and the engineer of record, who designed the project. He emphasized that these decisions are usually handled at the engineering level and based on the applicable code, which often gives both the reviewing engineer, and the design engineer the authority to make those determinations. Sometimes the waiver is granted, sometimes not, but it's usually a technical decision, not a political one.

**Mr. Price** pointed out that councils are not asked to intervene or rule on engineering judgment calls in most jurisdictions, stating, "You usually don't get in the scrum between two engineers—and honestly, that's quite boring and technical." He added that the Water Authority appears to be requesting Council's involvement in this case, which is uncommon. He further explained that in his 26 years of experience, this is the only jurisdiction where he's had to appear before an elected body to weigh in on a technical engineering issue usually handled administratively. "This is exactly what you hired me for," he stated, adding that elected officials should not be expected to parse the technical details of engineering codes and designs.

**Mr. Clark Jr.** clarified that when **Mr. Price** refers to "we" or "you" in his remarks, he references Clayton County, not the City of Forest Park. **Mr. Price** further explained that cities such as Lovejoy and Riverdale also go through this process, but this is the only county where that level of involvement occurs. He noted that most cities within Clayton County have Intergovernmental Agreements (IGAs) with the Water Authority, which allow the Authority to conduct stormwater reviews directly. He added that, in full



disclosure, the Water Authority recently changed its plan reviewer within the last two weeks. As a result, this type of issue may not come before the Council again, as the new reviewer may begin to exercise the authority allowed under the code to work directly with the project engineer and determine whether requirements can be waived or adjusted without Council involvement.

8. **Council Discussion on the Ordinance to amend Title 2, Article E of the City's Code of Ordinances, which shall establish Regular Ward Fund Accounts and Capital Ward Fund Accounts-Executive Offices**

**Background/History:**

The City desires to establish restricted ward fund accounts for each elected official to be used for lawful expenditures on public services, projects, and capital expenditures within their respective wards or the City at large, which are outside the scope of regular office expenses. The funds in each elected official's Capital Ward Fund Account and Regular Ward Fund Account shall be determined annually as a part of the required municipal annual budget approval. This ordinance, which the City Attorney has drafted, establishes the accounts, the permissible uses for the accounts, the impermissible uses for the accounts, and the process and procedure to utilize the accounts.

**Mr. Clark Jr.** explained that the item was a matter of general housekeeping. He stated that, during a previous meeting, it was noted that a policy related to the matter had been located through the efforts of the former City Attorney, one that had not previously been codified. He further explained that Attorney Matricardi had taken the initiative to present the policy in codified form for Council's consideration and adoption. Mr. Clark Jr. emphasized that this action would not alter the current process but would serve to formalize and clarify it. He then invited Attorney Matricardi to provide any additional remarks.

**Attorney Matricardi** agreed that the codification offers clearer direction regarding permissible actions under the policy. She hoped its adoption would eliminate any lingering uncertainty and help ensure consistent application moving forward.

9. **Council Discussion on the Ordinance to amend Section 7-1-3 ("Reservation of Facilities by Groups") in the City's Code of Ordinances, which shall establish and amend certain insurance and permit provisions for reservations of City parks and recreational facilities**

**Background/History:**

This ordinance establishes that applicants for permit reservations are required to obtain and present evidence of comprehensive liability insurance naming the "City of Forest Park, Georgia" as an additional insured. Additionally, all recreational leagues must employ off-duty, uniformed, and P.O.S.T. certified Forest Park police officers to provide adequate crowd and traffic control and security. The city attorney prepared this ordinance.

**Mr. Clark Jr.** stated that the ordinance under consideration represents a step toward addressing concerns raised by multiple Councilmembers regarding the City's facility and ball field rental processes. He explained that the proposed revisions reflect what staff have heard from Council in recent months and serve to modernize and clarify existing procedures. He noted that one of the key changes requires all individuals seeking to rent any City-owned facility to submit an application at least ten (10) days in advance of the desired rental date. In addition, any event expected to exceed thirty (30) attendees must also secure a Special Events Permit through the Planning and Community Development Department.

**Mr. Clark Jr.** further addressed concerns surrounding organized league play, stating that the ordinance now requires all leagues to go through a formal approval process developed in consultation with the City Attorney. This is to ensure that use of the City's athletic fields is fair, transparent, and accountable. He noted that, historically, some individuals or organizations have rented the fields long-term without being residents of Forest Park, which has caused logistical issues and strain on public resources. He referenced a recent incident during a graduation event at a ball field as an example of the need for stricter oversight. He also emphasized that it is and will remain standard practice for anyone renting City facilities to provide a Certificate of Insurance naming the City of Forest Park as an additional insured, with coverage of at least \$1 million, to protect against personal injury and property damage.

Additionally, the ordinance stipulates that any organized league requesting a lease agreement with the City must apply at least 90 days in advance of their intended start date. Leagues will also be required to hire off-duty, POST-certified Forest Park Police Officers to ensure adequate security and traffic control. The requirement is one officer per 50 attendees, with the Chief of Police having discretion to require more if needed.

**Mr. Clark Jr.** described the ordinance as a general housekeeping measure intended to protect both the public and the City. He suggested that the Council also review the fee structure for facility usage, questioning whether low fees may contribute to misuse or complaints, such as those recently received regarding noise from band practices.

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

**Councilmember James** inquired whether the ordinance provides flexibility regarding the 90-day advance requirement for organized league reservations. She noted that events or opportunities often arise within a shorter timeframe and expressed concern that a strict 90-day requirement could discourage potential applicants or result in missed opportunities for facility use. Director Maxwell responded that the City does receive requests from individuals or groups within 30 days of their event. He clarified that those are typically evaluated on a case-by-case basis and are not subject to the 90-day requirement. He further explained that the 90-day advance notice primarily applies to larger events such as festivals or organized league play, which require more planning and coordination.

**Attorney Matricardi** clarified that the 90-day requirement in the ordinance applies specifically to organized league play. She explained that such activities are typically recurring and require extensive planning and coordination with other leagues and City departments. The purpose of the 90-day provision is to ensure adequate time for scheduling, preparation, and resource allocation.

**Mr. Clark Jr.** noted that it would be unlikely for an organized team to form and request to host an entire season within just 30 days. He emphasized that the 90-day requirement applies specifically to organized league play, which involves structured, recurring activity. He further clarified that this ordinance section solely addresses organized leagues, not one-time or short-notice events.

**Attorney Matricardi** clarified that the certificate of insurance requirement applies specifically to organized league play or events with more than 30 participants, as those situations would require a special event permit. She noted that smaller gatherings, such as a family reserving a pavilion, would not be subject to the insurance requirement.

**Councilmember Gutierrez** expressed his concerns regarding the insurance requirement, stating that he was upset by the idea that such a high threshold might burden regular residents. He shared a personal example, noting that he would not have access to a million-dollar insurance policy if he wanted to host a party for a family member. He questioned who was responsible for developing these policies and asked whether Council had been included in the process.

**Attorney Matricardi** explained that many of the provisions, such as the 90-day notice requirement, were recently added and can be seen as marked revisions in the packet. She noted that she included the requirement for policing during league play, the certificate of insurance, and the need for a formal agreement. She clarified that any event exceeding 30 participants would qualify as a Special Event; at this point, additional review and requirements would be appropriate.

**Councilmember Gutierrez** emphasized the importance of being mindful of the community's socioeconomic conditions, particularly the average income levels of Forest Park residents. Given the Director's close involvement with facility rentals and event coordination, he expressed that he would have preferred to receive input from the Parks and Recreation Director. He stated his confidence in the Director's judgment.

**Councilmember Gutierrez** also voiced concern over the language used in the discussion, particularly any implication that affordability or the community's economic status contributed to past incidents. He stated that he did not support framing the issue in a way that associates affordability with irresponsibility or enforcement problems. He emphasized the importance of not generalizing the entire community based on a single incident, stating that while an unfortunate event may have occurred, it should be seen as an isolated situation rather than a pattern. He urged the Council to be cautious not to cast the community negatively and to remain considerate of those who organize and participate in local events.

**Councilmember Gutierrez** stated that while an isolated incident may have occurred, it should not be used to generalize or negatively impact the broader community. He urged the Council not to treat the situation as a recurring or systemic problem, but rather as a single event where more preparation may have been needed. He concluded by stating the need to be conscious and considerate of the individuals and groups working hard to organize community events.

**Mr. Clark Jr.** clarified that the ordinance under discussion is based on the City's existing code. He explained that, in practice, Director Maxwell and his department already coordinate with the Police Department when league play is scheduled. He stated that the ordinance's purpose is to codify existing practices that have not previously been incorporated into the City's formal code.

**Mr. Clark Jr.** also addressed concerns related to facility pricing, noting that the reference to pricing updates came directly from Director Maxwell. He has acknowledged the need to revise the Recreation and Leisure Department's fee schedule, which has not been updated for some time. He further noted that most of the proposed updates would logically align with the renovation of Starr Park and the construction of new facilities. He then invited Director Maxwell to provide additional input on the matter.

**Director Maxwell** asked for clarification on whether the ordinance would require any gathering of more than 30 people to provide a certificate of insurance. He expressed concern about how this might affect informal events such as family reunions, noting that he has had families that have previously rented ball fields to play kickball. He questioned whether such community-based, non-commercial events would now be subject to the same insurance requirement. Attorney Matricardi responded that gatherings exceeding 30 people would require a Special Event Permit. She explained that the requirements associated with the

permit may vary depending on the nature of the event, and that factors such as size, activities, and risk level would be considered. She noted that insurance may be required, but would be determined on a case-by-case basis.

**Mr. Clark Jr.** clarified that under the City's current code, any event with 30 or more attendees must apply to the Planning and Community Development Department for a Special Event Permit. He noted that most of the applications submitted under this requirement have historically been for larger-scale events. He emphasized that this process is already part of the existing code and is actively in effect.

**Councilmember Akins-Wells** expressed concern over the practicality and fairness of the proposed requirements. She shared that, as someone who has personally rented City facilities, it seemed unreasonable to require smaller community organizations—such as local churches using the senior center—to go through a formal permit process, hire a police officer, and meet other special event requirements simply because they are classified as an organization. She agreed with revisiting the ordinance and emphasized the importance of including the Parks and Recreation Director in discussions about ordinance development or amendments. She noted that the Director is directly involved in facility operations and should be part of crafting procedures that affect rentals.

**Mr. Clark Jr.** clarified that confusion may stem from the conflation of multiple sections within the ordinance. He explained that the requirement for police presence is specifically codified in Section C(3), which pertains to organized league play. This should not be confused with the requirement for individuals reserving City buildings, which is addressed separately in Section A(3) and includes the provision to submit an application at least 10 days in advance.

**Mr. Clark Jr.** explained that when the ordinance was distributed, it was shared in Track Changes format to help distinguish between existing language and proposed revisions. He acknowledged Councilmember Akins-Wells's concerns and noted that some confusion stems from the fact that certain provisions have long existed in the code but have not been consistently followed, particularly regarding special events. He stated that the ordinance governing special events has been in place for several years, and that many requests are appropriately routed through the Planning and Community Development Department. However, he acknowledged that there are instances where individuals are unaware of the requirement. Once informed, those applicants typically proceed through the appropriate process. He emphasized that the confusion arises not from new rules, but from previously existing provisions that were not uniformly enforced.

**Councilmember Akins-Wells** expressed concern that the lack of enforcement of certain ordinance provisions may be due to a lack of awareness rather than willful neglect. She acknowledged that, despite her long tenure in office, she was unfamiliar with some details and noted that some police officers and staff members may also be unaware of existing ordinances. She suggested a joint meeting or discussion involving the City Attorney, department directors, and relevant staff should have been held earlier to ensure everyone was informed and aligned. Councilmember Akins-Wells concluded that if provisions in the ordinance weren't being followed, it likely indicated a breakdown in communication or training, not an intentional disregard for policy.

**Mr. Clark Jr.** acknowledged the concerns raised and confirmed that the special events permit requirement had been discussed following a recent event held at one of the City's ball fields, specifically on July 4th. He noted that during that time, staff informed Director Maxwell that the special event provision had been part of the City's code all along, but had not consistently been enforced or widely known among all departments.

**Councilmember Akins-Wells** stated that, in her view, the current facility rental fees are appropriate given the condition of the facilities. She acknowledged the broader conversation about reviewing the fee schedule. Still, she expressed that, based on her observations, the existing fees reflect the current state and quality of the rental spaces. She encouraged Council to visit the facilities in person, noting that some may not be in a condition she would consider renting. As such, she cautioned against adjusting the fees until the facilities have been renovated or improved.

**Councilmember Mears** supported updating the ordinance, stating it was moving in the right direction. He emphasized the importance of making changes that protect the City and its residents, ensuring everyone can enjoy events in a safe and secure environment. He noted the need to be prepared for accidental and criminal incidents, and that having clear and updated ordinances helps ensure all parties understand expectations and responsibilities.

**Councilmember Gunn** asked for clarification regarding projected attendance and security requirements. When an event organizer stated that they anticipated approximately 300 attendees, she inquired whether the ordinance required a specific ratio of law enforcement, such as one officer per 50 people, to be assigned. She also asked whether this security coverage includes police officers and private security personnel, and how those requirements are determined during the permitting process. Director Maxwell responded that in cases where an event is projected to have around 300 attendees, the standard practice is to assign one officer per 100 people, deploying approximately three officers for such events.

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

It was moved to recess into Executive Session at 6:43 p.m. for Personnel, Litigation, or Real Estate matters.

The motion was made by Councilmember James and seconded by Councilmember Gunn.

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

It was moved to reconvene the work session at 7:09pm.

The motion was made by Councilmember James and seconded by Councilmember Mears.

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

#### **ADJOURNMENT:**

Mayor Butler adjourned the meeting at 7:09pm.

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

\_\_\_\_\_  
City Clerk Signature

\_\_\_\_\_  
Mayor's Signature





## CITY COUNCIL REGULAR SESSION

Monday, July 21, 2025, at 7:00 PM  
Council Chambers and YouTube Livestream

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

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

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James  
The Honorable Hector Gutierrez

The Honorable Delores A. Gunn  
The Honorable Latresa Akins-Wells  
The Honorable Allan Mears

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

### DRAFT MINUTES

**CALL TO ORDER/WELCOME:** Mayor Butler called the meeting to order at 7:09 p.m.

**INVOCATION/PLEDGE:** The invocation and pledge were led by Dr. Beeler.

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

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

John Wiggins, Finance Director; Shalonda Brown, HR Director; Diane Lewis; Deputy HR Director; Javon Lloyd, PIO; Talisa Adams, Procurement Manager; David Halcomb, Deputy Fire Chief; Joshua Cox; IT Director; Pauline Warrior, Chief of Staff; Rodney Virgil; Level 2 Support Engineer, Nigel Wattley; Deputy Director Public Works, Alton Matthews, Public Works Director, Rochelle Dennis Interim Economic Dev. Director; Nicole Dozier, Planning Community Director; Dorothy Roper-Jackson, Director Municipal Court; Brandon Criss, Police Chief; Michelle Hood, Deputy Clerk, and Danielle Matricardi, City Attorney.

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

It was motioned to adopt the consent agenda.

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

Voting Yea: Councilmember James, Councilmember Mears

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

It was motioned to adopt the regular agenda with the removal of item #13, and the addition of Confirmation of Rochelle Dennis as Director of Economic Development, and Approval of a Professional Agreement with Judge Freeman.

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

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

**APPROVAL OF MINUTES:****1. Council Approval of the Special Called Meeting, Council Work Session, and Regular Meeting Minutes from June 16, 2025 - City Clerk**

It was motioned to approve the minutes with the **correction of**

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

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

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

There were five (5) Public Comment Speakers.

**Zack Parker** told a story about the emperor. He noted that, just like the Emperor, the Mayor sent her own FU memo, and for a moment, the people felt what he had for years: humiliation, betrayal, and disrespect. He noted that as he watched, it seemed as though people got it, but just like the emperor, there was no apology or remorse. He said now she is back in grace, and the smiles have returned. The memo was forgotten, but he remembers. He noted he has been harassed, ignored, and retaliated against for daring to speak up. He said this is not about a memo, but the case of the city forgiving certain people and forgetting others.

**Barbara Scandarick Smith** has lived in Forest Park for 39 years and discussed her background. Her parents are buried in that cemetery, and she asked if they could continue to manage it. She noted that those grounds are sacred, and that is all that is left of their loved ones.

**Dr. Leon Beeler** noted he has been around since the 1990s. He noted they are going to have a Political Forum. He noted they understand this is an election year for the municipalities. He noted that at his forums, it is not a debate; they want to know what they are going to do. He noted he loves to hear about what people have done, but they want to know what people are going to do for the future of Forest Park.

**Mary Stuckey** noted she purchased a house in Forest Park one year ago, and her neighbors are operating a mechanic business from their home. She said cars are just sitting there; it's dirty and filthy. She stated she has complained to Code enforcement, but feels this person feels entitled. She noted there are tons of tires, equipment,

and rats the size of cats. She would like something done, or she is considering putting her house up for sale and moving.

**LaWanda Falomi** thanked the people who attended the volleyball team's annual banquet, especially Councilmember Akins Wells, Councilmember Gutierrez, Councilmember James, and Councilmember Gunn. She noted she was listening about the policy changes. She thinks it is important to review policies because time changes and the policies from back then do not align with where things are today. She noted it is election time, and Dr. Beeler does an amazing job with the forums. She noted there needs to be transparency, and a lot of concerned citizens are there in the audience. She stated they do the hiring and firing, and they are watching.

## **CITY MANAGER'S REPORT**

**City Manager Clark** gave an overview of OpenGov new reporting module and how the software offers transparency, accountability, performance and real time data. He noted the key findings of the audit KPI's have been incorporated into this system. He noted that the budget from 2022 through now is in this system to see what has happened over a period of time.

### **Governing Body Comments/Discussion**

**Councilmember James** noted they have done an amazing job, and it is good to know that information can be viewed in real time, because that is what the people want.

**City Manager Clark** thanked the PIO office, Javon Lloyd, and Kwame Amuleru-Marshall for the visual representation of the dashboard, which was done through their office.

**Councilmember Gutierrez** noted he was excited and loved the access to and transparency of the dashboard. He also noted that the video was great and that he liked the fact that they included people from the community in it. He noted that he cannot wait to share the information with the community.

**Councilmember Akins Wells** thanked them and noted she is always talking about informing the people, and transparency, and this gives them the information they need. She thanked everyone who participated in making this happen.

**City Manager Clark** noted that the last part is trying to bring in the council element as well. He said, based on some of the activities that the council members are doing, they want it to be accessible to the public.

**Councilmember Mears** said he is glad they are getting to the point where everybody will be able to be informed.

**City Manager Clark** noted that one thing he has heard is that they want accountability and transparency, and this system will give them that. There is no way the data can be changed.

## **PRESENTATIONS:**

### **2. Discussion on the Macedonia Rock Spring Cemetery**

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

Mrs. Delores Prothro-Saulsberry has requested to speak to the governing body regarding the upkeep of the Macedonia Rock Spring Cemetery maintenance agreement.

**Ms. Delores Saulsberry** stated she is from the area and her grandparents own a lot of land in the area. She noted she is there to speak about the colored cemetery, as you referred to it in your minutes. She



stated she was there on June 21 to talk about the issue of the cemetery being overgrown and abandoned. She noted the family members were too old to keep it up, but they did try. She gave a background of the cemetery, stating it was full, no one else would be buried in it unless approved by the city, and that it was a slave cemetery. She said they also discussed the city taking ownership of it. She noted someone came in from one of the universities, did a study, and said it is possibly historic. She stated in her mind that when she left the meeting, she thought the city would keep it clean and perhaps make it a historic site. She noted they had done a great job and put a beautiful mural there, which was great. She said she thought a memorial would be put out there, but it never came. Ms. Saulsberry asked them to continue to keep the cemetery clean. She said she is also asking with her ancestors that the city takes sole ownership of it.

### **Governing Body Comments/Discussion**

**Councilmember James** thanked her for presenting the information and notes; they will see what they can do. She noted that at the last meeting, the item related to this was a table, and she is asking that they bring that item back.

**Councilmember Gunn** noted this is an added piece to Forest Park. She thanked her for the history and the potential for them to think about. She asked the governing body to take another look at this. She noted she saw a family name in the information on a family she is very fond of; they have been a blessing to her family. She noted she liked the idea of bringing in visitors and allowing them to tour the historical piece in the city.

**City Manager Clark** noted that they are still taking care of the landscaping needs of the cemetery.

**Deputy Director Nigel** Whatley noted that they have contractors taking care of it.

**Mayor Butler** asked what the process was to declare it an official historic site.

**Attorney Matricardi** noted that you must work with the state and the owner. She noted that the owners of the property can nominate it. She noted the record is showing that both cemeteries have the same owners according to the records. Otherwise, if the city is looking to acquire it then that is a different conversation.

**Councilmember Gutierrez** thanked her for stepping up and providing that history. He noted he hopes once they can get it as a visiting site that she can join them as a proud person with family members in the space. He noted he was a bit offended by her statement and would like to look at those facts. He noted bilingual Hispanics do make a little more. He noted he wants to work together and continue to move forward being all inclusive.

**Councilmember Akins-Wells** noted she agrees with Councilmember Gutierrez and said she holds everyone else accountable and will hold herself accountable. She said she was the one that said no they did not need to take over the cemetery. She noted that she appreciated her coming again to share that history and noted they did look into making it a historical site, but there was the ownership issue. She said because of the knowledge given that she did not previously have and the package provided and putting her personal feelings aside to see how they can all come together and see what can be done.

**Councilmember Mears** noted he appreciated the presentation. He said it is an eye opener for the situations that's been there. He said they should contribute all they can to beautify, clean it up, and make it look respectful.

**LaWanda Folami** thanked the governing body for listening to the people who came to advocate for their loved ones there. She said all they need to hear is if the city will continue to use the contractor that they are using. She said she would like them to do all three, and she plans to bring the other two families before them. Ms. Falomi said whatever they could not do to let them know so they can get it done.

**Mayor Butler** humbly thanked Ms. Delores for flying in to present today. She said the shared historical information changed the minds of some of the people sitting there. Because of her comments, she would like the city to push toward a historic preservation project. Mayor Butler said there is a lot of living history, and they do not want that knowledge lost when they pass on.

### 3. Recognition of Life-Saving Accomplishments-Police Department

#### Background/History:

On May 14, 2025, members of the Forest Park Police Department demonstrated exceptional courage, decisiveness, and an unwavering commitment to the preservation of life during a life-threatening incident.

In this incident, Lieutenant Arnold and Corporal Coley-Hebron responded swiftly and with the highest degree of professionalism. Their quick assessment of the situation, effective application of life-saving measures, and ability to remain composed under pressure directly resulted in a life being saved. Their actions were not only a testament to their advanced training and preparedness but also a reflection of their deep sense of duty to the citizens they serve.

These officers embody the core values of the Forest Park Police Department—integrity, service, and excellence. Their conduct during these critical incidents represents the very best of public service and serves as an inspiration to their peers and the broader community.

Today, we honor their heroism and dedication. The City of Forest Park proudly commends Lieutenant Arnold and Corporal Coley-Hebron for their outstanding service and the extraordinary impact they have made through their brave and selfless actions.

**Chief Criss** noted that Lieutenant Arnold and Corporal Coley did a great job saving the life of a one-year-old. He noted they responded to a call for service and when they arrived they jumped out of the car and sprang into action providing CPR. He noted because of their actions he is able to live on. Chief Criss said he would like to recognize them today for a job well done.

**Lieutenant Arnold** thanked them for honoring them.

**Corporal Coley** thanked them and noted that she often thought about the baby and the day they got the call. She said she was glad she had her partner with her and thanked them for honoring them.

### 4. Presentation by Partnership for Southern Equity about the Park at Fort Gillem

#### Background/History:

In 2012, the City of Forest Park, through the Urban Redevelopment Agency (URA), purchased Fort Gillem as part of the Base Realignment and Closure (BRAC) initiative. The acquisition included 125 units of former military (Wherry) housing, repurposed by the Army as naturally occurring affordable housing (NOAH), namely The Park at Ft. Gillem. There was a stipulation to honor the pre-existing third-party property management contract until its conclusion in October 2025.

In January 2025, the URA partnered with Partnership for Southern Equity (PSE), an Atlanta-based nonprofit dedicated to advancing racial equity and shared prosperity across metro Atlanta and the American South.

This partnership aims to explore aligned opportunities for the Park at Fort Gillem in key areas such as:

Economic Inclusion

Equitable Development

Environmental Justice

Energy Equity

The project objectives include:

Ensure transparency, equity, and inclusiveness in stakeholder engagement

Collect qualitative and quantitative data to understand residents' needs

Identify opportunities to mitigate resident hardships

Equip the City of Forest Park and the URA Board with robust data and insights to guide future decisions regarding the Park at Fort Gillem

Interim Director Rochelle Dennis introduced Kazim Woodbury and Jennifer Cobb.

**Jennifer Cobb** noted she manages the projects at Partnership for Southern Equity and Kazim Woodbury is the Director. She noted they are also known as PSE and advance racially equitable opportunity and growth in Metro Atlanta and the American South. She went on to speak about community engagement with the park at Fort Gillum. She noted that the URA partnered with PSE to understand who lives there and their needs, and to ensure development happens with the residents and not to them. She noted there will be 3 phases, and the next event will be at the community center this Thursday.

**Kazim Woodbury** noted that they presented a snapshot that showed data on population, average rent, and household size. He stated that they have received feedback from the people on their aspirations, and the things they cherish about living at the Park of Fort Gillum. He noted that they did a survey and are connecting with the people who have deep roots in the community between four and 15 years to learn about their experience. He noted that the majority of them reported they are satisfied with where they are living now. He said they expressed concerns about eviction or displacement and their future. He noted that no one wants to live with that uncertainty. He said that the next meeting on Thursday will be a chance for the URA Board, staff members, and the city manager to talk to the community.

### **Governing Body Comments/Discussion**

**City Manager Clark** noted that the URA Board wanted to ensure the governing body had this information in real time while trying to determine what is best and what they are saying. He noted that the city has not been invited to the meetings because they wanted the residents to be able to express themselves and not feel pressured. He said that he is asking them all to attend the meeting on Thursday if they can.

**Councilmember James** said the URA Board is made up of all community members, and they have been intentional about communication, equity, and PSE. They are getting to know the residents and letting them

know they are looking to displace anyone. She noted they are looking at a path forward and ensuring the residents have a place they can truly call home. She said she also wanted the governing body to know what PSE was doing behind the scenes to ensure the residents were being cared for.

**Councilmember Gutierrez** noted he is glad the URA contracted with PSE, who are the experts. He noted that even though Gillum is far out, they are still residents of Forest Park and part of his Ward. He thanked Councilmember James and her committee for advocating for the people.

**Councilmember Akins Wells** thanked them for the presentations and hoped they would ease the residents' minds. She also thanked Councilmember James for informing them about what was going on. She stated she is glad the residents know they are not trying to push them out but are doing everything to keep them.

**Councilmember Mears** thanked them for the presentation and noted he is looking forward to hearing about the direction they plan to take.

**Mayor Butler** noted that she echoed the sentiments of her colleagues, particularly Councilwoman and Chairwoman James. She noted there was a misnomer out that they were intentionally trying to cause undue duress on the residents. She stated she knew her heart and knew that was not her approach. Mayor Butler said her Councilmember James and her board approach is amazing and she is glad everyone gets to see it.

## 5. Financial Reporting of the FY2024-2025 Monthly Financial Report

### Background/History:

The Finance Department is presenting FY2024-2025 Monthly Financial review of the City's financials. The purpose of the monthly financial review is to help us know how healthy the City's cash flow is and help evaluate department performance to see if the executive office needs to reallocate resources to achieve the financial goals for the City.

There was a motion to defer the financial report until the next meeting.

Motioned by Councilmember Akins Wells, seconded by Councilmember Gunn

**Councilmember James** asked why.

**Director Wiggins** noted that they are still doing year-end and cleaning things up. He noted that when they present, he wants it to be the full story.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Gunn, Councilmember Gutierrez, Councilmember Mears.

## 6. Recreation and Leisure Year-End Review – Recreation and Leisure Services Department

### Background/History:

In celebration of Parks and Recreation month, the Recreation and Leisure Services Department would like to highlight some of the amazing accomplishments during the FY25 budget year

**Director Maxwell** mentioned three of the legacy resident ladies and stated they will be representing the city in this year's upcoming Olympics. He stated that Ms. Dodson, Ms. Weems, and Ms. Sneed will be trying to bring home Gold in the 5k powerwalk, Corn Hole toss, 50-meter run, Shot Putt, and Discus Throw. Director Maxwell thanked them for all they do and for what they bring to the city.

**Mayor Butler** asked when the Olympics were.

It was noted to occur from July 25 to August 5 in Iowa.

**Director Maxwell** noted that it is Parks and Recreation month, and he gave an overview of things happening in the city and with the Legacy Residents. He said they focus on physical, mental, and financial well-being. He spoke on the accomplishments of the 6U and 8U baseball teams and the U12 soccer team. He congratulated Reshai Reeves for being voted on to serve as Commissioner for the fourth district GRPA. Director Maxwell spoke on the upcoming events and encouraged everyone to attend. He also wanted to show appreciation to their many partners, the teams, the parents, and the volunteer coaches.

### **Governing Body Comments/Discussion**

**Councilmember James** thanked him and noted that he and his team are doing an amazing job.

**Councilmember Gunn** noted she did not know they offered so many activities. She told them to keep doing what they do and mentioned she loves the customer service when she goes over there. She also said the seniors love it when the young people respect them.

**Councilmember Gutierrez** thanked him and said it is great that he recognized his staff. He said that the soccer stuff is huge, and they are competing against clubs, and they are selected to do this, which is extremely competitive.

**Councilmember Akins-Wells** thanked him and his staff for doing an amazing job. She said that since he presented this, she wanted to share an email that was sent to her on Saturday. The email thanked them for the events they put together for the community and how vibrant the city is. She said that speaks volumes coming from someone who grew up in the city. She said the parks have always been vibrant, but the entertainment and things they are getting now they once were not there once. She said this comes from good leadership; when you have a good leader, you have a good staff.

**Councilmember Mears** congratulated them and noted they have always been the underdog but have always come out on top. He noted it is because they have always had a good recreation department to help along the way.

### **CEREMONIAL:**

#### **Forest Park Fire & EMS Introduction to (2) New Firefighter/AEMTs**

The Forest Park Fire & EMS has onboarded two (2) new members to the Department:

- Jose Moralez – Firefighter/AEMT
- Tanelle Hunter – Firefighter/AEMT

Chief Clemons will present the introductions.

**Proclamation In Recognition of National Parks and Recreation Month**– Recreation and Leisure Services Department

**Background/History:**

Since 1985, citizens across the United States have celebrated Park and Recreation Month in July to promote strong, vibrant and resilient communities through the power of parks and recreation. During this observance month, municipalities throughout the nation recognized the more than 160,000 full-time park and recreation professionals, along with hundreds of thousands of part-time and seasonal workers and volunteers who maintain our nation's local, state and community parks. The City of Forest Park would like to acknowledge the exceptional efforts and dedication of the City's Recreation and Leisure Services Department, which continues to offer safe and accessible activities and programs for youth, adults, families, senior citizens and other local constituents.

**CONSENT AGENDA:**

**Council Approval of a Resolution Authorizing the Annual Renewal of CAD and RMS Software Services-- IT Department**

**Council Approval of a Resolution Authorizing Lighting Service Agreements for 4576–4650 Burks Road and Springdale Road – Public Works Department**

**Council Approval of a Resolution Authorizing the Issuance of Blanket Purchase Orders- Public Works Department**

**OLD BUSINESS:**

7. **Council Approval of a Resolution Authorizing the First Annual Renewal of the 12-Month Sound Equipment Services Agreement with Digital World Live, LLC – Procurement/Recreation and Leisure Services Department**

It was motioned to approve the Resolution Authorizing the First Annual Renewal of the 12-Month Sound Equipment Services Agreement with Digital World Live, LLC.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Gunn, Councilmember Gutierrez, Councilmember Mears.

Not present for vote: Councilmember Akins-Wells,

**NEW BUSINESS:**

8. **Council Approval to Draft a Resolution, Establishing an Impact Fee Program and Capital Improvements Element, and to Initiate Discussion on the Formation of a Development Impact Fee Advisory Committee- Planning and Community Development Department**

It was motioned to approve to Draft a Resolution, Establishing an Impact Fee Program and Capital Improvements Element, and to Initiate Discussion on the Formation of a Development Impact Fee Advisory Committee.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Gunn, Councilmember Gutierrez, Councilmember Mears

Not present to vote: Councilmember Akins-Wells



**9. Council Approval of a Resolution Authorizing a Stormwater Management Fee Waiver for the Property on Waldrop Drive-Public Works Department**

It was motioned to approve a Resolution Authorizing a Stormwater Management Fee Waiver for the Property on Waldrop Drive.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Gunn, Councilmember Gutierrez, Councilmember Mears

Not present to vote: Councilmember Akins-Wells

**10. Council Approval of a Resolution Authorizing a Stormwater Management Fee Waiver for the Property on Metcalf Rd. Extension-Public Works Department**

It was motioned to approve a Resolution Authorizing a Stormwater Management Fee Waiver for the Property on Metcalf Rd. Extension.

Motion made by Councilmember Mears, Seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Gunn, Councilmember Gutierrez, Councilmember Mears

Not present to vote: Councilmember Akins-Wells

**11. Council Approval of an Ordinance to Amend Title 2, Article E of the City's Code of Ordinances to Establish Regular Ward Fund Accounts and Capital Ward Fund Accounts-Executive Offices**

It was motioned to approve an Ordinance to Amend Title 2, Article E of the City's Code of Ordinances to Establish Regular Ward Fund Accounts and Capital Ward Fund Accounts.

Motion made by Councilmember James, Seconded by Councilmember Gunn.

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

**12. Council Approval of an Ordinance to Amend Section 7-1-3 ("Reservation of Facilities by Groups") of the City's Code of Ordinances, to Establish and Revise Insurance and Permit Requirements for the Use of City Parks and Recreational Facilities-Executive Offices**

It was motioned to table the Ordinance to Amend Section 7-1-3 ("Reservation of Facilities by Groups") of the City's Code of Ordinances, to Establish and Revise Insurance and Permit Requirements for the Use of City Parks and Recreational Facilities.

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

**Governing Body Comments/Discussion**

Councilmember Gutierrez noted he would like to have input from the person who actually oversees the department, since they are amending this.

**Mayor Butler** asked if that was not done initially.

**Councilmember Gutierrez** noted it was not.

**City Manager Clark** noted the packet went out to everyone but wanted to table the item.

**Councilmember James** said it is an existing ordinance, and there are only a few things being changed.

**Councilmember Gutierrez** said yes, but he should have input on it. He noted this is something the attorney came up with and no disrespect to her, but he think the people here dealing in the day-to-day should have a say so. He noted he is not in favor of it.

**Mayor Butler** asked was he not apart of this.

**Attorney Matricardi** noted she did not speak to him directly, and there are not substantive provisions to it. It is just codifying things.

Voting Yes: Councilmember Gutierrez, Councilmember Akins-Wells,

Voting Nay: Councilmember James, Councilmember Gunn, Councilmember Mears

The vote failed.

**Councilmember Akins-Wells** noted she agrees with the tabling and got it from Mr. Clark. He stated he wants to give due respect to the director; if it were another department, they would not change it without their input.

**Councilmember James** noted the ordinance is in place and you all have seen the scratch out for the things that have been taken out and put in.

**Councilmember Gutierrez** noted that we just got done talking about how thing are changing, and he does not feel he is asking too much by tabling this to include the park directors. He noted he would do the same if they were uncomfortable with this.

**Councilmember Gunn** asked Director Maxwell about any concerns or discretions about these changes.

**Director Maxwell** noted that his primary concern is the number of people in a group and their need for insurance.

**City Manager Clark** noted the Special Events Ordinance has been on the books and was brought over to this section and he read A3 as it related to it. He went on to read the different code languages and since they were not being followed, they allowed the city attorney to prepare additions to this.

**Councilmember Gutierrez** noted this is why they need his input, because he is going to say what is right, it is not to put him on the spot in front of his supervisor. He said he is the one taking care of these events and needs to be included out of respect to him.

**Councilmember Akins-Wells** noted that Mr. Clark is the one that thought it needed to be tabled. She said if it was another director, you would give them all due respect. She said if he was involved in the process, he would not have these questions, and they would not be having this discussion.



**City Manager Clark** noted they should table it to have a conversation and the other conversation is that it has already been on the books and need to be followed. He said they need to discuss that is there and the amendments to be made.

It was motioned to approve the Ordinance to Amend Section 7-1-3 ("Reservation of Facilities by Groups") of the City's Code of Ordinances, to Establish and Revise Insurance and Permit Requirements for the Use of City Parks and Recreational Facilities.

Voting Yes: Councilmember James

Voting Nay: Councilmember Gunn, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

It was motioned to confirm Rochelle Dennis as Director of Economic Development

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

Voting Yea: Councilmember James, Councilmember Gunn, Councilmember Gutierrez, Councilmember Mears

It was motioned to approve the Professional Service Agreement for the Honorable Judge Ronald Freeman.

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

Voting Yea: Councilmember James, Councilmember Gunn, Councilmember Gutierrez, Councilmember Mears

#### **CLOSING COMMENTS BY GOVERNING BODY:**

**Councilmember James** thanked Chief Criss and his team on the Neighborhood Watch in Ward 1, and they received great feedback. She thanked everyone for coming to the Ward meeting and noted the recording would be ready later in the week. She said the name on the door needs to be changed. She told Director Maxwell that she is not undermining him, but they do not get back on the agenda when they table things. She noted she is trying to prevent being sued and keeping councilmembers off many things.

**Councilmember Gunn** thanked the staff for all they do and said that they came out to love on the community. She noted that they are One Forest Park from what she sees, even though they do not agree on everything. She read the mission statement and said she saw that Saturday and was proud of where the city is. She noted that she appreciates the staff and everything they do.

**Councilmember Gutierrez** noted he was glad they were moving ahead with the apartment complex and gave Councilmember James a shoutout. He said he was enlightened and empowered by the history given on the cemetery. He gave Director Maxwell and his team a shout-out and thanked them for the presentation. He said he loves the software that the City Manager presented and how it will show the community the numbers. Councilmember Gutierrez congratulated the new Forest Park team members and Mrs. Dennis on her promotion.

**Councilmember Akins Wells** noted that she sometimes agrees with Mr. Parker and sometimes does not. She stated she believes in holding people accountable but does not like when they are all put into one group because they all have their own opinions. Councilmember Wells stated nothing has been brushed under the rug. She said the people are talking about it and know what is happening. She noted there is no need to continue to come and talk about the same thing when they can do something about it. She said they have the opportunity to change things by voting.

Council member Akins Wells noted she disagrees with canceling Council Meetings; if they are cancelled, the information needs to reach the people. She said they had a great Fun Friday/Bookbag giveaway, and the city did one also, which turned out very well. Councilmember Akins Wells stated that people always say One Forest Park. If it is true, everyone should attend each other's events regardless of who they are.

**Councilmember Mears** acknowledged Mr. Finch as the sexy senior who attends all the council meetings and noted that the people of Forest Park have a lot to be proud of. He said they have to keep working, look to God, and everything will be alright.

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

It was motioned to recess the regular meeting at 9:25 pm, and enter into Executive Session for Personnel, Litigation or Real Estate.

Motioned by Councilmember James, seconded by Councilmember Gunn

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

It was motioned to reconvene the regular meeting at 9:46 pm.

Motioned by Councilmember James and seconded by Councilmember Gunn

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

It was motioned to approve the general release and indemnification agreement with Chippendale LLC, concerning access for 498 North Avenue.

Motioned by Councilmember James and seconded by Councilmember Gunn

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

It was motioned to approve the general release and indemnification agreement with Mike Molandado concerning excess taxes for 1131 Stony Brook Road.

Motioned by Council James, seconded by Council Mears

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

It was motioned to approve the general release and indemnification agreement with Still Home LLC excess taxes for 521 Granade Street.

Motioned by Council James, seconded by Council Gunn

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

It was motioned to approve the resolution transferring 799 Main Street to the Forest Park Downtown Development Authority.

Motioned by Council James, seconded by Council Gunn

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

Mayor Butler adjourned the meeting at 9:49 pm.

**ADJOURNMENT:**

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

\_\_\_\_\_  
City Clerk Signature

\_\_\_\_\_  
Mayor's Signature

**File Attachments for Item:**

**2. Financial Reporting of the FY2024-2025 Monthly Financial Report**

**Background/History:**

The Finance Department is presenting FY2024-2025 Monthly Financial review of the City's financials. The purpose of the monthly financial review is to help us know how healthy the City's cash flow is and help evaluate department performance to see if the executive office needs to reallocate resources to achieve the financial goals for the City.



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Financial Reporting of the FY2024-2025 Monthly Financial Report

**Submitted By:** John Wiggins

**Date Submitted:** 7/15/2025

**Work Session Date:** 7/21/2025

**Council Meeting Date:** 7/21/2025

### Background/History:

The Finance Department is presenting FY2024-2025 Monthly Financial review of the City's financials. The purpose of the monthly financial review is to help us know how healthy the City's cash flow is and help evaluate department performance to see if the executive office needs to reallocate resources to achieve the financial goals for the City.

**Cost:** \$0.00

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

**Financial Impact:**

**Action Requested from Council:**



Item # 2.

# ***FY2024-2025 MONTHLY FINANCIAL REPORT***

**John Wiggins**

Finance Director

470-599-8286 | [jwiggins@forestparkga.gov](mailto:jwiggins@forestparkga.gov)



Page 34

# General Fund June Summary by Category

Period 6/30/2025

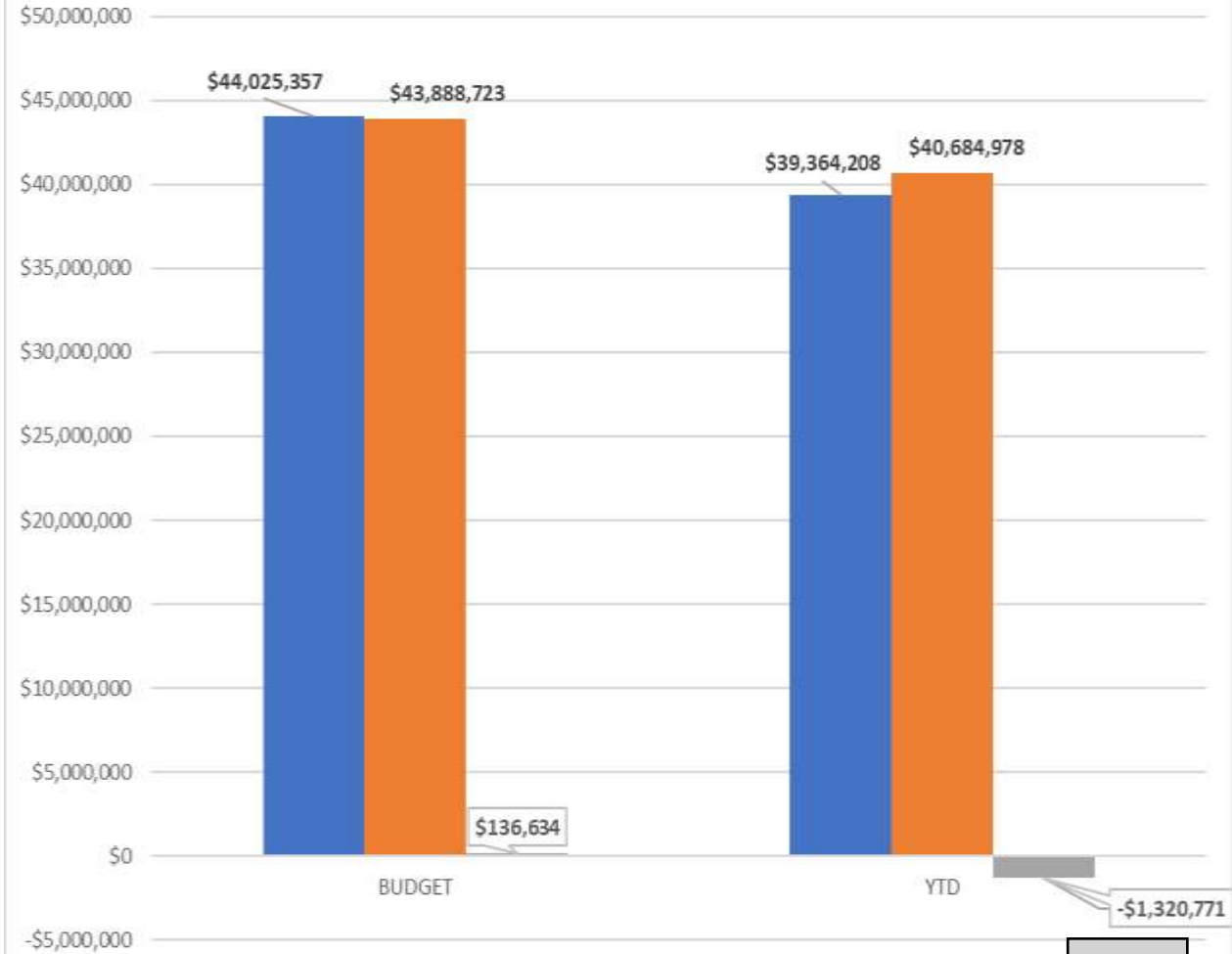
Beginning Fund Balance --&gt;

14,574,282

Revenue	CATEGORY	Budget	Month	YTD ACTUAL	BALANCE
31 Taxes		\$35,029,503	\$1,003,421	\$30,991,595	\$4,037,908
32 Licenses and Permits		\$1,051,216	\$17,555	\$734,840	\$316,376
33 Intergovernmental Revenues		\$226,870	\$0	\$194,101	\$32,769
34 Charges for Services		\$1,114,119	\$53,744	\$1,065,779	\$48,340
35 Fines and Forfeitures		\$3,400,388	\$152,272	\$3,485,784	-\$85,396
36 Investment Income		\$464,165	\$43,954	\$495,859	-\$31,694
37 Contributions & Donations		\$13,388	\$0	\$13,388	\$0
38 Miscellaneous Revenue		\$1,802,729	\$5,319	\$1,557,324	\$245,405
39 Other Financing Sources		\$922,979	\$0	\$825,540	\$97,439
<b>REVENUE TOTAL</b>		<b>\$44,025,357</b>	<b>\$1,276,265</b>	<b>\$39,364,208</b>	<b>\$4,661,149</b>

Expenses	CATEGORY	Budget	Month	YTD ACTUAL	BALANCE
51 Personal Services		\$30,418,053	\$3,063,136	\$30,087,427	\$330,626
52 Purchased/Contracted Services		\$6,172,533	\$594,301	\$5,249,888	\$922,645
53 Supplies		\$4,250,863	\$649,438	\$3,903,165	\$347,698
54 Capital Outlay		\$324,378	\$50,535	\$107,238	\$217,140
57 Other Costs		\$250,000	\$0	\$152,391	\$97,609
58 Interest		\$236,653	\$0	\$34,869	\$201,784
61 Other Financing Uses		\$2,236,243	\$0	\$1,150,000	\$1,086,243
<b>EXPENSE TOTAL</b>		<b>\$43,888,723</b>	<b>\$4,357,411</b>	<b>\$40,684,978</b>	<b>\$3,203,745</b>

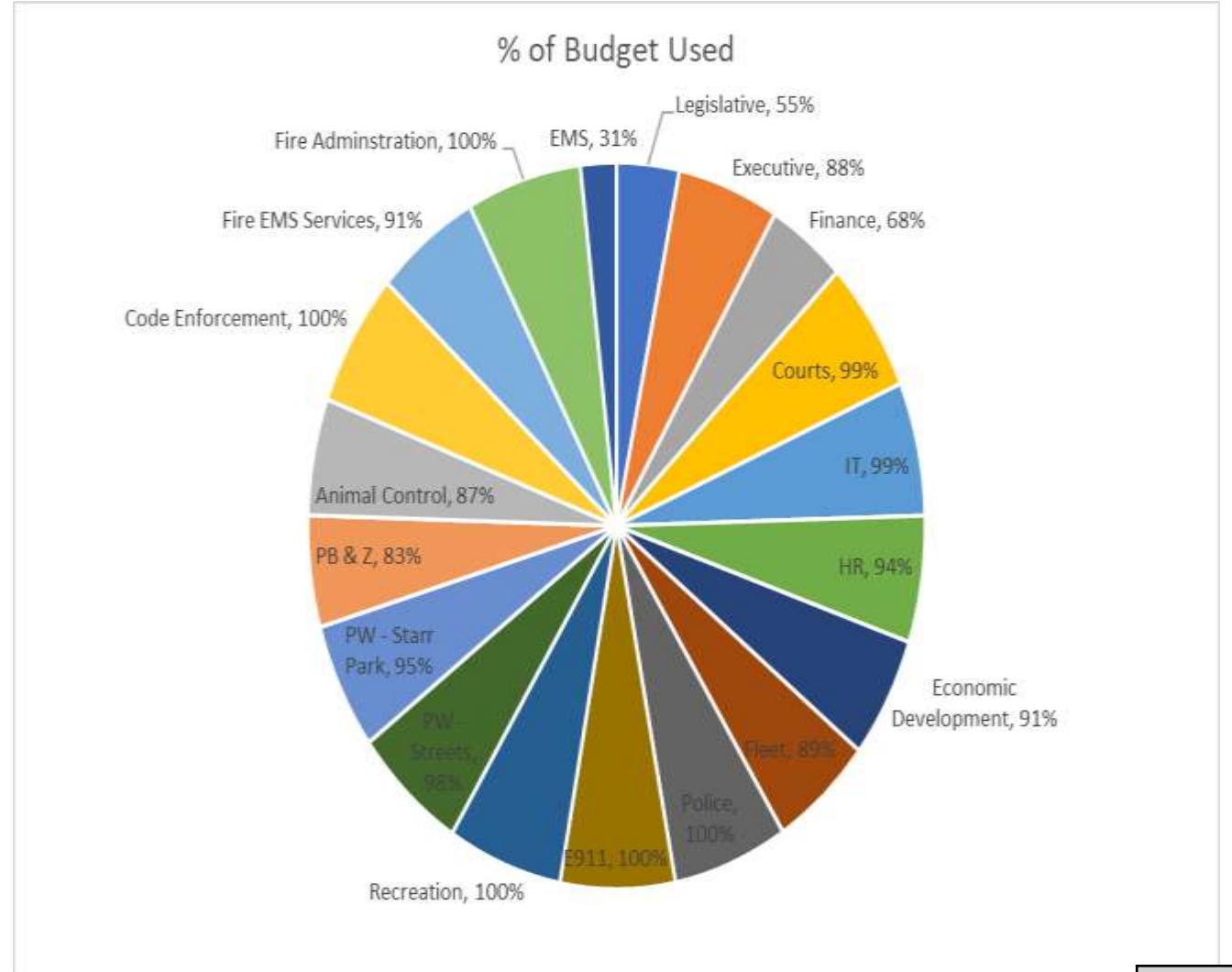
Budget to Actual Financial Report





# General Fund June Summary by Department

Department	Budget	Actual	Balance	% of Budget Used
Legislative	1,017,989	555,648	462,341	55%
Executive	1,521,684	1,344,763	176,921	88%
Finance	5,505,727	3,761,449	1,744,278	68%
Courts	1,433,804	1,415,431	18,373	99%
IT	1,797,358	1,784,864	12,494	99%
HR	773,472	727,347	46,125	94%
Economic Development	412,190	373,240	38,950	91%
Fleet	1,611,487	1,429,203	182,284	89%
Police	10,801,225	10,801,225	(0)	100%
E911	1,174,132	1,174,132	(0)	100%
Recreation	2,366,375	2,366,375	0	100%
PW - Streets	3,430,886	3,366,063	64,823	98%
PW - Starr Park	55,700	52,699	3,001	95%
PB & Z	1,215,403	1,006,770	208,633	83%
Animal Control	140,694	121,959	18,735	87%
Code Enforcement	657,566	657,566	(0)	100%
Fire EMS Services	1,605,349	1,460,580	144,769	91%
Fire Administration	8,247,025	8,247,025	(0)	100%
EMS	123,520	38,639	84,881	31%
<b>Total GF Department</b>	<b>43,891,586</b>	<b>40,684,978</b>	<b>3,206,608</b>	<b>93%</b>





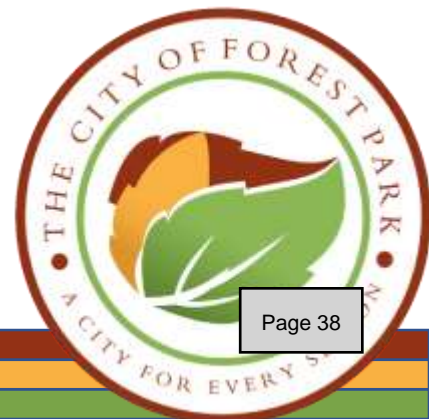
# All Other Funds June Summary Table

FUND	FUND NUMBER	REVENUE BUDGET	REVENUE ACTUAL	REVENUE BALANCE		EXPENSE BUDGET	EXPENSE ACTUAL	EXPENSE BALANCE
Federal DEA Fund	210	118,000.00	13,864.76	104,135.24		278,000.00	274,110.01	3,889.99
Local Drug Task Fund	211	23,962.00	17,318.19	6,643.81		20,000.00	19,171.74	828.26
Federal Dept of Treasury	214	47,352.00	48,249.45	(897.45)		20,000.00	68,652.47	(48,652.47)
E911 Fund	215	358,841.00	358,841.16	(0.16)		370,000.00	316,213.56	53,786.44
Multiple Grants Fund	250	869,905.00	655,723.49	214,181.51		583,923.00	562,628.59	21,294.41
ARPA Fund	253	2,598,748.00	-	2,598,748.00		3,637,545.00	2,072,526.16	1,565,018.84
Tax Allocation Dist #1	270	423,964.00	426,853.73	(2,889.73)		100,500.00	350,247.40	(249,747.40)
Hotel Motel Tax	275	117,708.00	107,143.04	2,917.98		322,708.00	172,661.92	150,046.08
Capital Improvement Fund	300	1,904,143.00	-	1,904,143.00		1,904,143.00	1,769,932.92	134,210.08
2008 SPLOST FUND	320	163,400.00	165,519.28	(2,119.28)		12,000.00	218,766.32	(206,766.32)
2015 SPLOST FUND	325	117,708.00	125,836.39	(8,128.39)		1,582,425.00	1,719,453.45	(137,028.45)
2021 SPLOST FUND	326	21,251,384.00	6,538,644.59	14,712,739.41		19,176,052.00	1,098,692.16	18,077,359.84
Sanitation	540	1,789,047.00	1,530,941.36	258,105.64		1,788,663.00	1,522,413.87	266,249.13
DA Fund	580	1,458,580.00	1,808,579.60	(349,999.60)		-	1,555,989.80	(1,555,989.80)
URA Fund	585	48,424,838.00	668,179.10	48,318,708.60		3,081,050.00	2,205,217.92	875,832.08
DDA Fund	590	4,551,996.00	3,720,144.23	831,851.77		1,429,768.00	1,053,718.18	376,049.82

# Q&A

Item # 2.

# THANK YOU!



**File Attachments for Item:**

**3. Proclamation in Recognition of the Boot's Family Contribution to Affordable Housing-Ward 1,**  
Councilmember James

**Background/History:**

Councilmember James would like to present a proclamation to the Boot's family to recognize their contributions to affordable housing and their longstanding commitment to the community.



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Proclamation in Recognition of the Boot's Family Contribution to Affordable Housing

**Submitted By:** Legislative Office-Ward 1, Councilmember James

**Date Submitted:** July 22, 2025

**Work Session Date:** N/A

**Council Meeting Date:** August 18, 2025

### Background/History:

Councilmember James would like to present a proclamation to the Boot's family to recognize their contributions to affordable housing and their longstanding commitment to the community.

**Cost: \$**

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

**Financial Impact:**

N/A

**Action Requested from Council:**

Swearing in Ceremonies



# PROCLAMATION

## IN RECOGNITION OF THE BOOTS FAMILY’S CONTRIBUTION TO AFFORDABLE HOUSING

**WHEREAS**, the City of Forest Park acknowledges and celebrates acts of generosity that promote community growth, housing opportunity, and the spirit of compassion; and

**WHEREAS**, in the 1960s, Jack and Betty Boots acquired two parcels of land off Ohara Drive in Clayton County, Georgia, which later passed to their children, Steve and Patty Boots, following their parents’ passing; and

**WHEREAS**, recognizing that the long-unused lots had the potential to serve a greater purpose, Steve and Patty Boots chose to donate the land to Southern Crescent Habitat for Humanity in 2021; and

**WHEREAS**, the donation led to the construction of two new homes for hardworking families, each of whom contributed more than 300 hours of “sweat equity” toward achieving the dream of homeownership and a brighter future; and

**WHEREAS**, the Boots family's selfless and quiet act of generosity exemplifies the highest ideals of civic responsibility and human kindness, positively impacting the lives of others without seeking recognition or reward;

**NOW, THEREFORE, BE IT PROCLAIMED**, the Forest Park Governing Body does express sincere gratitude and commendation to the Boots family for their contribution to the improvement of our community.

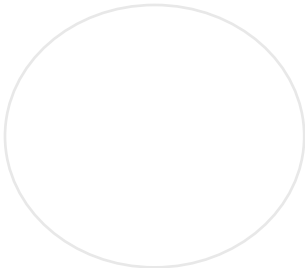
**IN WITNESS WHEREOF**, we have hereunto set our hand on this \_\_\_\_ day of \_\_\_\_ 2025 and have caused the Official Seal of the great City of Forest Park to be affixed hereto:

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

\_\_\_\_\_  
Councilmember Kimberly James  
Ward 1

\_\_\_\_\_  
Councilmember Delores A. Gunn  
Ward 2

\_\_\_\_\_  
Councilmember Hector Gutierrez  
Ward 3



\_\_\_\_\_  
Councilmember Latresa Akins-Wells  
Ward 4

\_\_\_\_\_  
Councilmember Allan Mears  
Ward 5

**File Attachments for Item:**

**4. Council Approval of an Ordinance for Case #TA-2025-03 Text Amendment for Title 8. – Planning and Development, Chapter 8. Zoning, Article A. – General Provisions Section 8-8-4 Definitions, of the City of Forest Park Code of Ordinances to amend such section, adding Definitions for Electric Vehicle (EV) Charging Stations and Text Amendment for Title 8. – Planning and Development, Chapter 8. Zoning, Article C. – Development and Use Standards, of the City of Forest Park Code of Ordinances, to amend such section, adding section 8-8-97 Electric Vehicle (EV) Charging Stations-PCD Department**





CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** Council Discussion to approve Case #TA-2025-03 Text Amendment for Title 8. – Planning and Development, Chapter 8. Zoning, Article A. – General Provisions Section 8-8-4 Definitions, of the City of Forest Park Code of Ordinances to amend such section, adding Definitions for Electric Vehicle (EV) Charging Stations and Text Amendment for Title 8. – Planning and Development, Chapter 8. Zoning, Article C. – Development and Use Standards, of the City of Forest Park Code of Ordinances to amend such section, adding section 8-8-97 Electric Vehicle (EV) Charging Stations.

**Submitted By:** SaVaughn Irons-Kumassah, Principal Planner

**Date Submitted:** July 28, 2025

**Work Session Date:** August 04, 2025

**Council Meeting Date:** August 04, 2025

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## **Background/History:**

The purpose of this text amendment is to update the Code of Ordinances to support the development of Electric Vehicle (EV) infrastructure within the City of Forest Park. This amendment introduces definitions for EV-related terminology and establishes standards governing the installation, use, and aesthetics of EV Charging Stations and EV Parks. These standards are designed to promote sustainable, safe, and visually cohesive infrastructure that aligns with the City's goals for environmental responsibility and urban design.

Should Mayor and Council approve this text amendment, it will provide a regulatory framework that encourages responsible EV infrastructure growth throughout the City.

---

**Cost:** N/A

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

**Financial Impact:**

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**Action Requested from Council:** To Approve Case #TA-2025-03.

June 24, 2025

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

Please run the following Public Hearings Section of the July 02, July 09, and July 16, 2025, Editions.

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

NOTICE IS HEREBY GIVEN: The City of Forest Park Planning Commission will conduct a meeting on a series of Public Hearings for the purpose of considering the matters listed below. The Public Hearings will be held on Friday, July 17, 2025, at 6:00 p.m. in the Forest Park City Hall Council Chambers located at 745 Forest Parkway, Forest Park, GA 30297. The Mayor and City Council will conduct a meeting of Public Hearings for the listed Conditional Use Permit and Text Amendment at Forest Park City Hall Council Chambers, 745 Forest Parkway, on Monday August 04, 2025, at 6:00 p.m.

- **Case# VAR-2025-10**-Variance Request for 3953 Jonesboro Road, Parcel # **13015A A001**  
The applicant, Robert King, is requesting a variance to allow the reduction of the rear yard setback from the required thirty (30) feet to twenty-five (25) feet, an increase in the maximum lot coverage from the required seventy percent (70%) to seventy-six percent (76%), and a reduction in the required parking from fifty-eight (58) spaces to twenty-nine (29) spaces. These variances are being requested to permit the construction of a gasoline service station with an attached restaurant suite/business space in the General Commercial (GC) District, located in Ward 1.
- **Case# VAR-2025-11**-Variance Request for 655 Bridge Avenue, Parcel # **13050C F011**.  
The applicant, City of Forest Park, Public Works Department, is requesting a variance to reduce the required front yard setback from twenty-five feet (25') to eleven feet and eleven inches (11'11") for the purpose of constructing an accessory structure. The subject property is located within the General Commercial (GC) District, in Ward 2.
- **Case #CUP-2025-03** – Conditional Use Permit for 4959 West Street, Parcel ID # **13051D A067** and 4965 West Street, Parcel # **13051D A066**. The applicant, Breanna Jackson is requesting a conditional use permit to establish a childcare center within the Single-Family Residential District (RS) in Ward 2.
- **Case #TA-2025-03** – Text Amendment for Title 8. – Planning and Development, Chapter 8. Zoning, Article A. – Definitions, of the City of Forest Park Code of Ordinances to amend such section, adding Definitions for Electric Vehicle (EV) Charging Stations and Text Amendment for Title 8. – Planning and Development, Chapter 8. Zoning, Article C. – Development and Use Standards, of the City of Forest Park Code of Ordinances to amend such section, adding section 8-8-97 Electric Vehicle (EV) Charging Stations.

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

**STAFF REPORT – Text Amendments**  
**Public Hearing Date: July 17, 2025**  
**City Council Meeting: August 04, 2025**

**Case:** TA-2025-03

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

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

**Staff Recommendation:** Approval to amend Zoning Ordinance

**PROPOSED TEXT AMENDMENTS**

1. The Planning & Community Development Department is proposing a text amendment to the Code of Ordinances. Case # TA-2025-03 includes an amendment to Title 8. – Planning and Development, Chapter 8. Zoning, Article A. – General Provisions Section 8-8-4 Definitions, of the City of Forest Park Code of Ordinances to amend such section, adding Definitions for Electric Vehicle (EV) Charging Stations and Text Amendment for Title 8. – Planning and Development, Chapter 8. Zoning, Article C. – Development and Use Standards, of the City of Forest Park Code of Ordinances to amend such section, adding section 8-8-97 Electric Vehicle (EV) Charging Stations.

**BACKGROUND**

The purpose of this text amendment is to update the Code of Ordinances, Title 8 – Planning and Development, Chapter 8 – Zoning, to support the development of Electric Vehicle (EV) infrastructure. The amendment establishes definitions for EV-related terms and sets standards for the installation, use, and aesthetics of EV Charging Stations and EV Parks to promote sustainable, safe, and visually appealing infrastructure throughout the City of Forest Park.

The following text amendments have been proposed:

1. Title 8. – Planning and Development, Chapter 8. Zoning, Article A. – General Provisions Section 8-8-4 Definitions, of the City of Forest Park Code of Ordinances to amend such section, adding Definitions for Electric Vehicle (EV) Charging Stations and Text Amendment for Title 8. – Planning and Development, Chapter 8. Zoning, Article C. – Development and Use Standards, of the City of Forest Park Code of Ordinances to amend such section, adding section 8-8-97 Electric Vehicle (EV) Charging Stations.

**ARTICLE A. General Provisions**

**Section 8-8-4 Definitions.**

*The following definitions shall be added in alphabetical order:*

- **Electric Vehicle (EV):** *A vehicle that operates, either partially or exclusively, on electric power supplied by a rechargeable battery or other energy storage device.*
- **Electric Vehicle Charging Station (EVCS):** *A public or private parking space equipped with battery charging equipment used to transfer electric energy to a vehicle's battery or storage device.*
- **Level 1 Charging Station:** *Provides charging through a standard 120V AC outlet. Typically used in residential or low-traffic commercial applications.*
- **Level 2 Charging Station:** *Provides charging through a 240V AC plug, often used in commercial, public, or multifamily locations.*
- **Level 3 Charging Station (DC Fast Charger):** *High-voltage direct current (DC) charging, typically for rapid charging in commercial or public settings.*
- **EV Park:** *A designated area or facility designed specifically for EV charging that includes multiple EV Charging Stations, enhanced landscaping, amenities, and public-use features.*
- **EV-Ready:** *A designation indicating that electrical infrastructure is installed to support the future placement of EV charging equipment.*

## **ARTICLE C. Development and Use Standards**

### **Section 8-8-97: Electric Vehicle (EV) Charging Stations and EV Parks.**

#### **A. Purpose**

*To regulate the location, design, and development standards for Electric Vehicle Charging Stations and EV Parks, encouraging sustainable infrastructure while ensuring safety, accessibility, and visual appeal in all zoning districts.*

#### **B. Applicability**

*This section shall apply to all new EV Charging Stations, EV Parks, and major modifications of existing EV infrastructure on non-residential, multifamily, and public sites.*

#### **C. General Standards**

##### **1. Permitted Locations:**

- a. Electric Vehicle Charging Stations (EVCS)** *are permitted as accessory uses in all zoning districts where parking is allowed, subject to site plan approval and compliance with this section.*
- b. Electric Vehicle Parks (EV Parks)** *facilities primarily dedicated to multiple EV Charging Stations and related amenities; are permitted as a principal or accessory use in all zoning districts, subject to site plan review, permitting and compliance with this section.*
- c. EV Parks** *in residential zoning districts must meet all development standards herein to ensure compatibility with surrounding land uses.*
- d. EV Charging Stations and EV Parks** *shall also be allowed as a conditional use in the Single-Family Residential District (RS) and the Two-Family Residential District (RT), subject to conditional use approval and compliance with all applicable development and design standards.*

##### **2. Site Improvements:**

###### **a. Paving & Striping:**

*All EV Charging Stations and EV Parks shall be paved with asphalt or concrete and clearly striped.*

***b. Drive Aisles and Access:***

*Must be designed to accommodate safe vehicle circulation and ADA-compliant access to charging stations.*

***3. Aesthetic and Design Requirements:***

*EV Charging Stations and EV Parks shall be designed to be visually appealing and consistent with the surrounding built environment. The following elements are required:*

***a. Landscaping:***

- 1. A continuous landscape buffer (minimum 5 feet in width) shall be installed along all property lines adjacent to public rights-of-way.*
- 2. Decorative planting beds, ground cover, and low-maintenance shrubs must be used throughout the EV Park.*
- 3. A tree strip/island with one (1) canopy tree and appropriate ground cover shall be installed for every eight (8) parking spaces.*
- 4. Landscape islands must be irrigated and maintained.*

***b. Lighting:***

- 1. LED site lighting is required for safety and visibility.*
- 2. Fixtures must be shielded and downward facing to minimize light pollution.*
- 3. Lighting design must complement adjacent development.*

***c. Fencing and Screening:***

- 1. All equipment, utility boxes, and transformers must be screened with decorative fencing, masonry walls, or landscaping.*
- 2. Fencing materials must be durable and visually compatible with the surrounding development.*

***d. Signage:***

- 1. Signage identifying EV charging stations and instructions for use shall be prominently displayed.*
- 2. Wayfinding signage shall be included if EV stations are not visible from the main entrance.*
- 3. Advertising on EVCS structures is prohibited unless approved through a separate sign permit.*

***e. Trash Receptacles:***

- 1. At least one trash receptacle must be provided per eight (8) EV parking spaces.*
- 2. Receptacles must be screened or enclosed to prevent overflow and litter.*

***f. Informational Kiosks (Optional for EV Parks):***

- 1. EV Parks may include digital kiosks or static information boards with sustainability, transportation, or city promotional content.*

**4. Parking Requirements:**

- a. EV Charging spaces may count toward minimum required off-street parking.*
- b. EVCS spaces must be clearly marked for EV use only.*
- c. Accessible EV charging spaces must comply with ADA standards.*
- d. EV Spaces must be a minimum of 11 feet wide and 20 feet long, with an access aisle of at least 5 feet in width.*

**5. Maintenance and Operations:**

- a. Equipment must be kept in good working order.*
- b. Non-functional stations must be repaired or removed within 30 days of notice.*
- c. Site must be kept clean, with regular maintenance of landscaping and amenities.*

**6. Utility and Code Compliance:**

- a. Installations must comply with applicable electric, building, and fire codes.*
- b. Applicants shall coordinate with the local utility provider for infrastructure planning.*



**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**ORDINANCE NO. 2025-\_\_\_\_\_**

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FOREST PARK, GEORGIA TO AMEND THE CITY’S CODE OF ORDINANCES, TITLE 8 (PLANNING AND DEVELOPMENT), CHAPTER 8 (ZONING), SECTIONS 8-8-4 (DEFINITIONS) AND 8-8-97 (RESERVED); TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

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

**WHEREAS**, the Mayor and Council finds it necessary to incorporate design, parking, and site location provisions within the zoning code for electric vehicle charging stations and parks; and

**WHEREAS**, this change adheres to all zoning procedures pursuant to O.C.G.A. § 36-66-36 and notice and hearing requirements pursuant to O.C.G.A. § 36-66-1, *et seq.*; and

**WHEREAS**, the City continues to exercise its zoning powers to provide comprehensive city planning and to ensure a safe, healthy, and aesthetically pleasing community; and

**WHEREAS**, the amendments contained herein would benefit the health, safety, morals, and welfare of the citizens of the City.

**BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FOREST PARK, GEORGIA THAT**, and by the authority thereof:

**Section 1.** The City’s Code of Ordinances, Title 8 (“Planning and Development”), Chapter 8 (“Zoning”), Article A (“General Provisions”), Section 8-8-4 (“Definitions”) is hereby amended

by inserting the following two (2) definitions alphabetically behind the phrase “Easement” and before the phrase “Entertainment, live” to be read and codified as provided below:

*“Electric Vehicle (EV) means a vehicle that operates, either partially or exclusively, on electric power supplied by a rechargeable battery or other energy storage device.*

*EV Charging Station means a public or private parking space equipped with battery charging equipment used to transfer electric energy to a vehicle’s battery or storage device.”*

**Section 2.** The City’s Code of Ordinances, Title 8 (“Planning and Development”), Chapter 8 (“Zoning”), Article A (“General Provisions”), Section 8-8-4 (“Definitions”) is hereby amended by inserting the following two (2) definitions alphabetically behind the phrase “Erosion” and before the phrase “Event center” to be read and codified as provided below:

*“EV Park means a designated area or facility designed specifically for EV charging that includes multiple EV Charging Stations, enhanced landscaping, amenities, and public-use features.*

*EV-Ready means a designation indicating that electrical infrastructure is installed to support the future placement of EV charging equipment.”*

**Section 3.** The City’s Code of Ordinances, Title 8 (“Planning and Development”), Chapter 8 (“Zoning”), Article A (“General Provisions”), Section 8-8-4 (“Definitions”) is hereby amended by inserting the following three (3) definitions alphabetically behind the phrase “Legal nonconforming fence / wall” and before the phrase “Loading space” to be read and codified as provided below:

*“Level 1 Charging Station provides charging through a standard 120V AC outlet. Typically used in residential or low-traffic commercial applications.*

*Level 2 Charging Station provides charging through a 240V AC plug, often used in commercial, public, or multifamily locations.*

*Level 3 Charging Station (DC Fast Charger) provides high-voltage direct current (DC) charging, typically for rapid charging in commercial or public settings.”*

**Section 4.** The City’s Code of Ordinances, Title 8 (“Planning and Development”), Chapter 8 (“Zoning”), Article C (“Development and Use Standards”), Sections 8-8-97—8-9-109 (“Reserved”) is hereby amended by deleting the reserved section in its entirety and inserting new language to be read and codified as forth in **Exhibit A** attached hereto and incorporated herein.

**Section 5.** The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

**Section 6.** This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

**Section 7.** (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Mayor and 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 Mayor and 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, clause, or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section 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 Mayor and 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 phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to

the greatest extent allowed by law, all remaining clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**Section 8.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

**Section 9.** The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

**Section 10.** The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener's errors found in this Ordinance, including any exhibits, as enacted.

**ORDAINED** this 4th day of August, 2025.

**CITY OF FOREST PARK, GEORGIA**

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Angelyne Butler, *Mayor*

**ATTEST:**

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*City Clerk*

**APPROVED AS TO FORM:**

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*City Attorney*

## EXHIBIT A

### TITLE 8 – PLANNING AND DEVELOPMENT

[...]

### CHAPTER 8. – ZONING

[...]

### ARTICLE C. – DEVELOPMENT AND USE STANDARDS

[...]

#### Sec. 8-8-97. - Electric Vehicle Charging Stations and Parks.

- (a) *Purpose.* The regulations of this section are to regulate the location, design, and development standards for EV Charging Stations and EV Parks, encouraging sustainable infrastructure while ensuring safety, accessibility, and visual appeal in all zoning districts.
- (b) *Applicability.* This section shall apply to all new EV Charging Stations, EV Parks, and major modifications of existing Electric Vehicle (EV) infrastructure on non-residential, multifamily, and public sites.
- (c) *Permitted Locations.*
  - (1) EV Charging Stations are permitted as accessory uses in all zoning districts where parking is allowed, subject to site plan approval and compliance with this section.
  - (2) EV Parks facilities primarily dedicated to multiple EV Charging Stations and related amenities are permitted as a principal or accessory use in all zoning districts, subject to site plan review, permitting, and compliance with this section.
  - (3) EV Parks in residential zoning districts must meet all development standards herein to ensure compatibility with surrounding land uses.
  - (4) EV Charging Stations and EV Parks shall also be allowed as a conditional use in the Single-Family Residential District (RS) and the Two-Family Residential District (RT), subject to conditional use approval and compliance with all applicable development and design standards.
- (d) *Site Improvements.*
  - (1) All EV Charging Stations and EV Parks shall be paved with asphalt or concrete and clearly striped.

(2) All EV Charging Stations and EV Parks shall be designed to accommodate safe vehicle circulation and ADA-compliant access to EV Charging Stations.

(e) *Design Requirements.* EV Charging Stations and EV Parks shall be designed to be visually appealing and consistent with the surrounding built environment. The following elements are required:

(1) Landscaping.

- a. A continuous landscape buffer, minimum five (5) feet in width, shall be installed along all property lines adjacent to public rights-of-way.
- b. Decorative planting beds, ground cover, and low-maintenance shrubs must be used throughout the EV Park.
- c. A tree strip/island with one (1) canopy tree and appropriate ground cover shall be installed for every eight (8) parking spaces designated for EV Charging Stations.
- d. Landscape islands must be irrigated and maintained.

(2) Lighting.

- a. LED site lighting is required for safety and visibility.
- b. Fixtures must be shielded and downward facing to minimize light pollution.
- c. Lighting design must complement adjacent development.

(3) Fencing and Screening.

- a. All equipment, utility boxes, and transformers must be screened with decorative fencing, masonry walls, or landscaping.
- b. Fencing materials must be durable and visually compatible with the surrounding development.

(4) Signage.

- a. Signage identifying EV Charging Stations and instructions for use shall be prominently displayed.
- b. Wayfinding signage shall be included if EV Charging Stations are not visible from the main entrance.
- c. Advertising of any kind on EV Charging Stations structures is prohibited unless approved through a separate sign permit.



(5) Trash Receptacles.

- a. At least one trash receptacle must be provided per eight (8) EV parking spaces.
- b. Receptacles must be screened or enclosed to prevent overflow and litter.
- c. Site must be kept clean, with regular maintenance of landscaping and amenities.

(6) Informational Kiosks (Optional for EV Parks).

- a. EV Parks may include digital kiosks or static information boards with sustainability, transportation, or city promotional content.

(f) *Parking Requirements.*

- (1) All parking spaces for EV Charging Stations may count toward minimum required off-street parking.
- (2) All parking spaces for EV Charging Stations must be clearly marked for EV use only.
- (3) All parking spaces for EV Charging Stations must comply with ADA standards.
- (4) All parking spaces for EV Charging Stations must be a minimum of eleven (11) feet wide and twenty (20) feet long, with an access aisle of at least five (5) feet in width.

(g) Maintenance and Operations.

- (1) All EV Equipment must be kept in good working order.
- (2) Non-functional EV Charging Stations must be repaired or removed within thirty (30) days of notice.
- (3) Site must be kept clean, with regular maintenance of landscaping and amenities.

(h) Utility and Code Compliance.

- (1) Installations concerning EV Charging Stations and EV Parks must comply with applicable electric, building, and fire codes.
- (2) Applicants shall coordinate with the local utility provider for infrastructure planning.

Secs. 8-8-98—8-8-109. – Reserved.



**File Attachments for Item:**

**5. Council Approval of an Ordinance for Case #CUP-2025-03: Conditional Use Permit for 4959 and 4965 West Street to Establish a Childcare Center in the Single-Family Residential (RS) District – Ward 2- PCD Department**

CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** Council Discussion to approve Case # CUP-2025-03- Conditional Use Permit for 4959 and 4965 West St. to establish a childcare center within the Single-Family Residential District (RS).

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

**Date Submitted:** July 28, 2025

**Work Session Date:** August 04, 2025

**Council Meeting Date:** August 04, 2025

## Background/History:

The applicant is requesting approval for a Conditional use permit to establish a childcare center within the Single-Family Residential District (RS) in Ward 2. Per Sec 8-8-28. - Single family residential district (RS), Pre-k facilities and daycare centers require a conditional use permit to operate within the Single-Family Residential District. On July 17, 2025, The Planning Commission voted to approve the Conditional Use Permit Request with conditions. The conditions are as follows:

1. If the applicant ceases to operate the business at this location, any subsequent operator or the property owner must obtain a new Conditional Use Permit (CUP) prior to commencing operations. Continued use of the property for this business type within the Single-Family Residential (RS) District shall not be permitted without prior approval of a new CUP by the Planning Commission and Mayor & Council.
2. If the applicant ceases operating the business at this location, the property owner is required to adhere to section 8-8-90. - Parking standards (1) *Driving surfaces*. All parking areas, including parking spaces, interior drives, and ingress/egress into parking areas must be paved with asphalt or concrete. All parking areas shall be clearly painted to show each parking space.

The proposed location has been granted a conditional use permit in the past to operate a daycare center, but due to there not being a consistent business use at this location, the ordinance requires that any new applicant reapply for a Conditional Use Permit. If the Mayor and Council approve the Conditional Use Permit Request, the applicant will move forward with her business plans to establish a childcare facility for children aged 6 weeks of age to 12 years of age.

**Cost:** N/A

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

**Financial Impact:**

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**Action Requested from Council:** To approve case # CUP-2025-03

June 24, 2025

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

Please run the following Public Hearings Section of the July 02, July 09, and July 16, 2025, Editions.

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

NOTICE IS HEREBY GIVEN: The City of Forest Park Planning Commission will conduct a meeting on a series of Public Hearings for the purpose of considering the matters listed below. The Public Hearings will be held on Friday, July 17, 2025, at 6:00 p.m. in the Forest Park City Hall Council Chambers located at 745 Forest Parkway, Forest Park, GA 30297. The Mayor and City Council will conduct a meeting of Public Hearings for the listed Conditional Use Permit and Text Amendment at Forest Park City Hall Council Chambers, 745 Forest Parkway, on Monday August 04, 2025, at 6:00 p.m.

- **Case# VAR-2025-10**-Variance Request for 3953 Jonesboro Road, Parcel # **13015A A001**  
The applicant, Robert King, is requesting a variance to allow the reduction of the rear yard setback from the required thirty (30) feet to twenty-five (25) feet, an increase in the maximum lot coverage from the required seventy percent (70%) to seventy-six percent (76%), and a reduction in the required parking from fifty-eight (58) spaces to twenty-nine (29) spaces. These variances are being requested to permit the construction of a gasoline service station with an attached restaurant suite/business space in the General Commercial (GC) District, located in Ward 1.
- **Case# VAR-2025-11**-Variance Request for 655 Bridge Avenue, Parcel # **13050C F011**.  
The applicant, City of Forest Park, Public Works Department, is requesting a variance to reduce the required front yard setback from twenty-five feet (25') to eleven feet and eleven inches (11'11") for the purpose of constructing an accessory structure. The subject property is located within the General Commercial (GC) District, in Ward 2.
- **Case #CUP-2025-03** – Conditional Use Permit for 4959 West Street, Parcel ID # **13051D A067** and 4965 West Street, Parcel # **13051D A066**. The applicant, Breanna Jackson is requesting a conditional use permit to establish a childcare center within the Single-Family Residential District (RS) in Ward 2.
- **Case #TA-2025-03** – Text Amendment for Title 8. – Planning and Development, Chapter 8. Zoning, Article A. – Definitions, of the City of Forest Park Code of Ordinances to amend such section, adding Definitions for Electric Vehicle (EV) Charging Stations and Text Amendment for Title 8. – Planning and Development, Chapter 8. Zoning, Article C. – Development and Use Standards, of the City of Forest Park Code of Ordinances to amend such section, adding section 8-8-97 Electric Vehicle (EV) Charging Stations.

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





# CITY OF FOREST PARK

Item # 5.

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

## Staff Report – Conditional Use Permit

Public Hearing Date: July 17, 2025

City Council Meeting: August 4, 2025

**Case:** CUP-2025-03

**Current Zoning:** RS – Single Family Residential District

**Proposed Request:** Applicant is requesting a Conditional Use Permit to establish a childcare center within the Single-Family Residential District (RS) in Ward 2.

**Council Ward District:** 2

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

**Staff Recommendation:** Approval of Conditional Use with Conditions

### APPLICANT INFORMATION

**Owner of Record:**

**Name:** iCare Child Development Center

**Address:** 4959 & 4965 West St

**City/State:** Forest Park, GA 30297

**Applicant:**

**Name:** Breanna Jackson

**Address:** 4959 & 4965 West St

**City/State:** Forest Park, GA 30297

### PROPERTY INFORMATION

**Parcel Number:** 13051D A067 and 13051D A066

**Acreage:** 0.43 and 0.26

**Address:** 4959 and 4965 West St, Forest Park, GA 30297

**FLU:** Office/Professional

### SUMMARY & BACKGROUND

The applicant is requesting approval of a Conditional Use Permit (CUP) to establish and operate a childcare center serving children aged 6 weeks to 12 years at 4959 and 4965 West Street. The proposed use includes utilizing the building at 4959 West Street for infants and toddlers (ages 6 weeks to 2 years), while the building at 4965 West Street will accommodate preschool-aged children (ages 3–4) and school-aged children enrolled in afterschool care. The proposed hours of operation are Monday through Friday, from 7:00 a.m. to 6:00 p.m.

The subject property is located within the Single-Family Residential (RS) District. In accordance with Section 8-8-28 of the Zoning Ordinance, Pre-K and daycare centers are conditionally permitted uses in this zoning district and therefore require Planning Commission approval.

This site has previously been used as a childcare center under prior ownership, demonstrating a history of similar operations at this location. The property is situated within a residential neighborhood, and

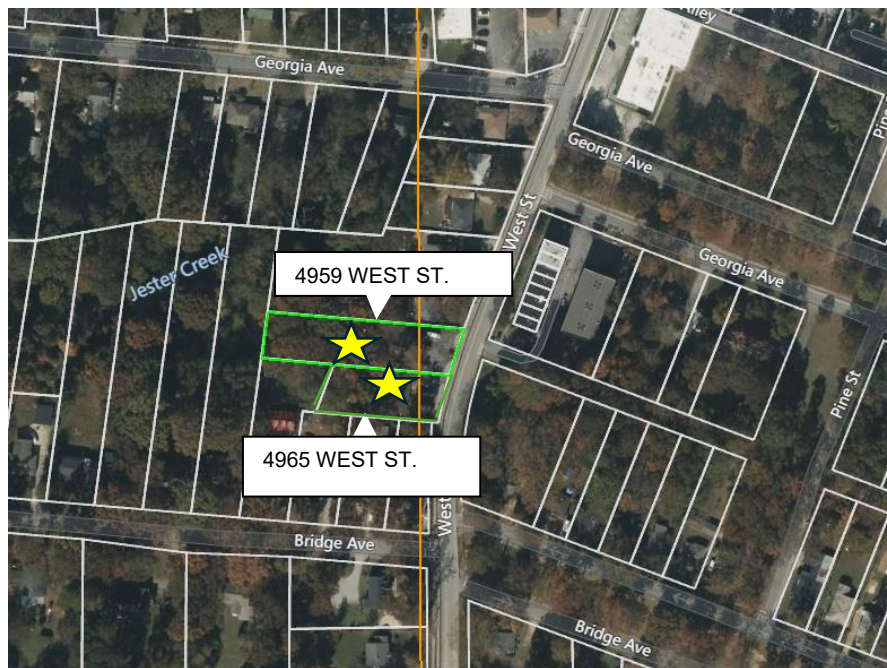
consideration has been given to compatibility with surrounding land uses, potential traffic impacts during peak hours, and the importance of maintaining communication with nearby residents to minimize disruptions.

### Property Zoned General Commercial District (GC)

#### ZONING CLASSIFICATIONS OF CONTIGUOUS PROPERTIES

Direction	Zoning & Use	Direction	Zoning & Use
North	RS- Single Family Residential	East	RM- Multiple Family Residential
South	RS- Single Family Residential	West	RS- Single Family Residential

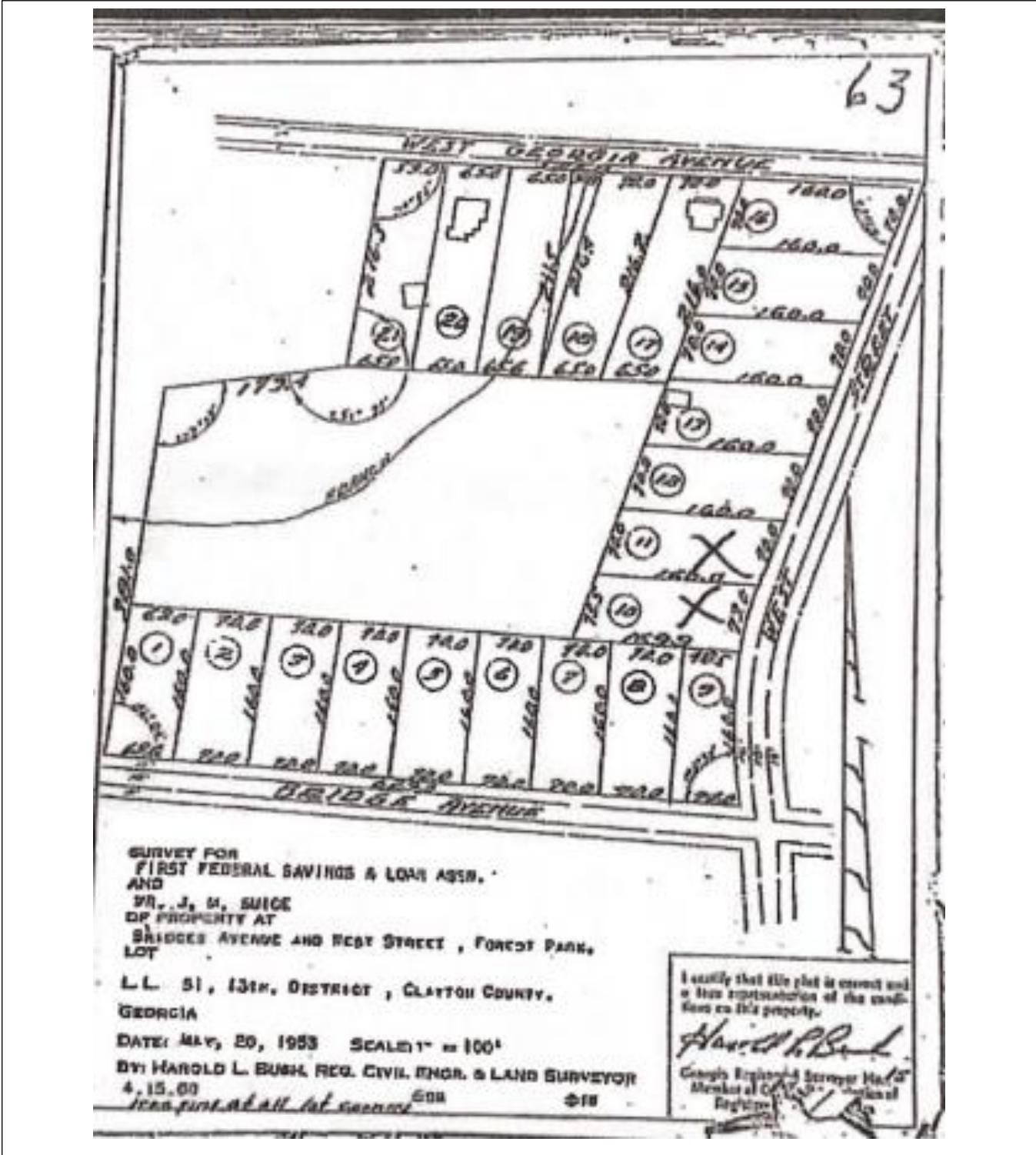
#### AERIAL MAP



## ZONING MAP



# SURVEY







**ADDRESS:** 4959 and 4965 West Street  
Forest Park, Ga. 30297  
Scale: 1"=30'

THIS IS NOT A LEGAL SURVEY, NOR IS IT INTENDED TO BE OR REPLACE ONE

This work product represents only generalized locations of features, objects or boundaries and should not be relied upon as being legally authoritative for the precise location of any feature, object or boundary.



## SITE PHOTOS







## 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 aligns with the City's land use and development goals and objectives. The property is located within the Single-Family Residential (RS) District and previously operated as a childcare center.
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 is not expected to have a significant impact on the transportation infrastructure, given the site's previous use. However, depending on student enrollment, there may be increased traffic during drop-off and pick-up times, which could contribute to localized congestion on surrounding streets.
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 is not anticipated to significantly alter fire safety or other hazard risks, based on the property's prior use and the anticipated enrollment size.
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 considering the previous use of this property was a childcare center in the past.
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 is not subject to any zoning restrictions that would negatively



impact the value or enjoyment of surrounding properties. Located within the Single-Family Residential (RS) District, childcare centers are allowed with an approved Conditional Use Permit. To minimize potential disruptions, applicants are encouraged to maintain open communication with neighboring residents regarding school schedules and operations.

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 use 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 based on the City of Forest Park Zoning Ordinance Sec 8-8-28 Single Family Residential District (RS). This section of the ordinance states that Pre-k and Daycare centers are permitted as a conditional use under this said ordinance. 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 open and operate a childcare center for children aged 6 weeks to 12 years of age within the Single-Family Residential District (RS). **WITH THE FOLLOWING CONDITIONS:**

1. The applicant must adhere to the City of Forest Park, GA Zoning Ordinance Parking standards outlined in Section 8-8-90.
2. If the applicant ceases to operate the business at this location, any subsequent operator or the property owner must obtain a new Conditional Use Permit (CUP) prior to commencing operations. Continued use of the property for this business type within the Single-Family Residential (RS) District shall not be permitted without prior approval of a new CUP by the Planning Commission and Mayor & Council.

Attachments Included:

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

STATE OF GEORGIA  
COUNTY OF CLAYTON

ORDINANCE NO. 2025-\_\_\_\_\_

1 AN ORDINANCE BY MAYOR ANGELYNE BUTLER AND COUNCILMEMBERS  
2 KIMBERLY JAMES, DELORES A. GUNN, HECTOR GUTIERREZ, LATRESA AKINS-  
3 WELLS, AND ALLAN MEARS OF THE CITY OF FOREST PARK, GEORGIA TO  
4 AUTHORIZE A CONDITIONAL USE PERMIT FOR CERTAIN REAL PROPERTY LOCATED  
5 AT 4959 WEST STREET, FOREST PARK, GEORGIA 30297 (PARCEL ID 13051D A067) AND  
6 4965 WEST STREET, FOREST PARK, GEORGIA 30297 (PARCEL ID 13051D A066); TO  
7 PROVIDE SEVERABILITY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES  
8 AND RESOLUTIONS; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO  
9 PROVIDE FOR OTHER LAWFUL PURPOSES.

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

12 **WHEREAS**, the governing body is authorized by its Charter to regulate zoning within the  
13 limits of the City; and

14 **WHEREAS**, the total subject property is approximately 0.69 acres located at 4959 West  
15 Street, Forest Park, Georgia 30297 (Parcel ID 13051D A067) and 4965 West Street, Forest Park,  
16 Georgia 30297 (Parcel ID 13051D A066) (collectively referred to as the “Property”), and is  
17 currently zoned within the Single-Family Residential district (“RS Zoning District”); and

18 **WHEREAS**, Breanna Jackson (“Applicant”) has requested a Conditional Use Permit  
19 (“CUP”) to establish and operate a childcare center serving children aged six (6) to twelve (12)  
20 years old at the Property within the RS Zoning District; and

21           **WHEREAS**, although the Property has previously been used as a childcare center under  
22 prior ownership, demonstrating a history of similar operations at this location, childcare centers  
23 are conditionally permitted uses in the RS Zoning District and therefore require approval pursuant  
24 to Section 8-8-188 of the City’s Code of Ordinances (“Code”); and

25           **WHEREAS**, the City Planner and Planning Commission recommend approval of the CUP  
26 application *subject to certain conditions* included in the City’s Staff Report, more particularly  
27 described in **Exhibit A** attached hereto and incorporated herein; and

28           **WHEREAS**, the governing authority finds that the CUP application does conform to the  
29 requirements of its designated zoning district, and the proposed use shall not negatively impact the  
30 surrounding properties and is consistent with the City’s future land use; and

31           **WHEREAS**, a public hearing pursuant to the provisions of the Zoning Procedures Act has  
32 been properly held prior to the adoption of this Ordinance; and

33           **WHEREAS**, the health, safety, morals, and general welfare of the citizens of the City will  
34 be positively impacted by the adoption of this Ordinance.

35           **BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**  
36 **THE CITY OF FOREST PARK, GEORGIA**, and by the authority thereof:

37           **Section 1.** The Applicant’s request for a Conditional Use Permit for the collective Property  
38 to establish and operate a childcare center within the RS Zoning District is hereby granted, subject  
39 to all conditions being met contained within the City’s Staff Report.

40           **Section 2.** The preamble of this Ordinance shall be considered to be and is hereby  
41 incorporated by reference as if fully set out herein.

42           **Section 3.** (a) It is hereby declared to be the intention of the Mayor and Council that all  
43 sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their

enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and 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 Mayor and 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 phrase, clause, sentence, paragraph or section 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 Mayor and 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 phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**Section 4.** The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

**Section 5.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed to the extent of such conflict.

**Section 6.** The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Forest Park, Georgia. It is the intention of the governing body,

and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of Forest Park, Georgia, and the sections of this Ordinance may be renumbered to accomplish such intention.

**Section 7.** The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener's errors found in this Ordinance, including its exhibits, as enacted.

**SO ORDAINED** this 4th day of August, 2025.

**CITY OF FOREST PARK, GEORGIA**

---

Angelyne Butler, *Mayor*

**ATTEST:**

---

(SEAL)  
*City Clerk*

**APPROVED AS TO FORM:**

---

*City Attorney*

## EXHIBIT A STAFF REPORT



### CITY OF FOREST PARK

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

### Staff Report – Conditional Use Permit

Public Hearing Date: July 17, 2025

City Council Meeting: August 4, 2025

**Case:** CUP-2025-03

**Current Zoning:** RS – Single Family Residential District

**Proposed Request:** Applicant is requesting a Conditional Use Permit to establish a childcare center within the Single-Family Residential District (RS) in Ward 2.

**Council Ward District:** 2

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

**Staff Recommendation:** Approval of Conditional Use with Conditions

#### APPLICANT INFORMATION

<b>Owner of Record:</b>	<b>Applicant:</b>
<b>Name:</b> iCare Child Development Center	<b>Name:</b> Breanna Jackson
<b>Address:</b> 4959 & 4965 West St	<b>Address:</b> 4959 & 4965 West St
<b>City/State:</b> Forest Park, GA 30297	<b>City/State:</b> Forest Park, GA 30297

#### PROPERTY INFORMATION

<b>Parcel Number:</b> 13051D A067 and 13051D A066	<b>Acreage:</b> 0.43 and 0.26
<b>Address:</b> 4959 and 4965 West St, Forest Park, GA 30297	<b>FLU:</b> Office/Professional

#### SUMMARY & BACKGROUND

The applicant is requesting approval of a Conditional Use Permit (CUP) to establish and operate a childcare center serving children aged 6 weeks to 12 years at 4959 and 4965 West Street. The proposed use includes utilizing the building at 4959 West Street for infants and toddlers (ages 6 weeks to 2 years), while the building at 4965 West Street will accommodate preschool-aged children (ages 3–4) and school-aged children enrolled in afterschool care. The proposed hours of operation are Monday through Friday, from 7:00 a.m. to 6:00 p.m.

The subject property is located within the Single-Family Residential (RS) District. In accordance with Section 8-8-28 of the Zoning Ordinance, Pre-K and daycare centers are conditionally permitted uses in this zoning district and therefore require Planning Commission approval.

This site has previously been used as a childcare center under prior ownership, demonstrating a history of similar operations at this location. The property is situated within a residential neighborhood, and

consideration has been given to compatibility with surrounding land uses, potential traffic impacts during peak hours, and the importance of maintaining communication with nearby residents to minimize disruptions.

**Property Zoned General Commercial District (GC)**

**ZONING CLASSIFICATIONS OF CONTIGUOUS PROPERTIES**

Direction	Zoning & Use	Direction	Zoning & Use
North	RS- Single Family Residential	East	RM- Multiple Family Residential
South	RS- Single Family Residential	West	RS- Single Family Residential

**AERIAL MAP**

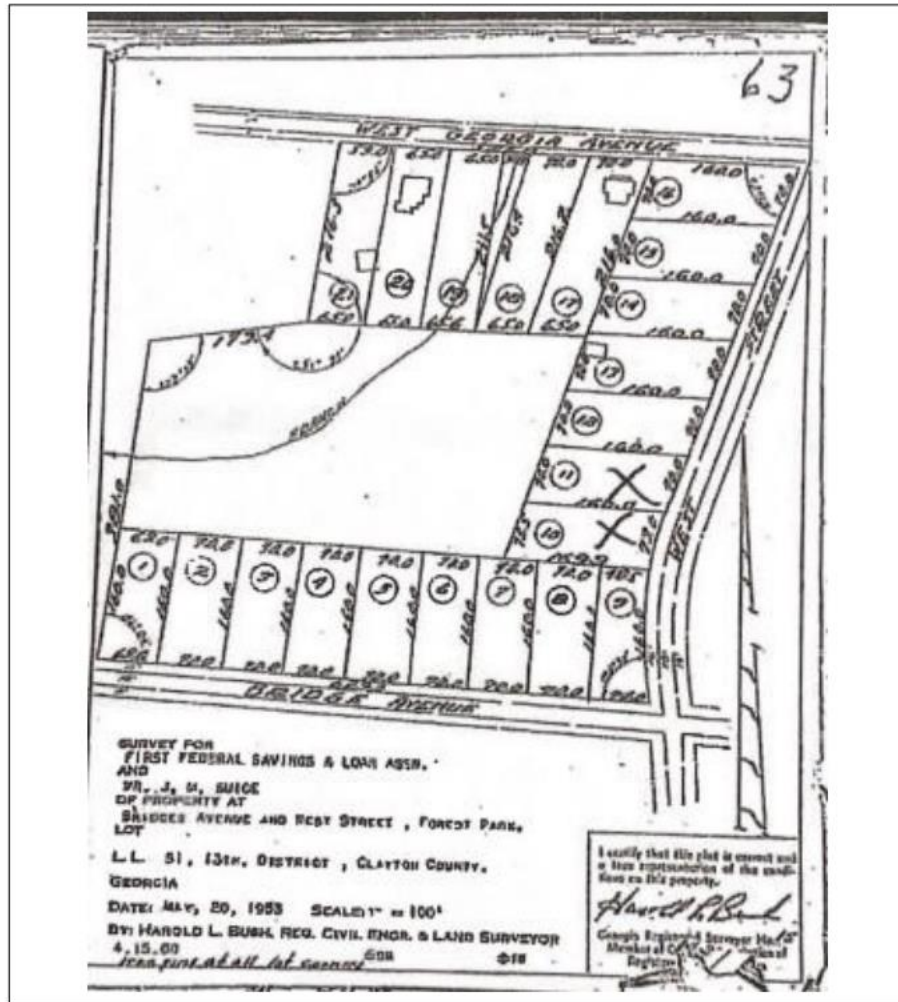


ZONING MAP

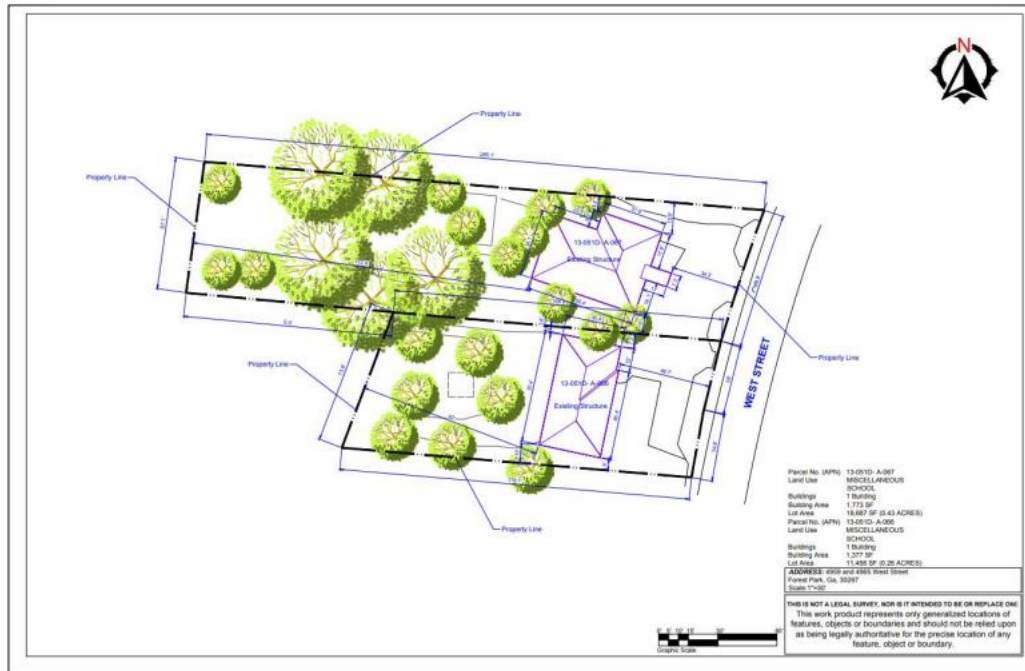




SURVEY



# SITE PLAN



**SITE PHOTOS**







## 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 aligns with the City's land use and development goals and objectives. The property is located within the Single-Family Residential (RS) District and previously operated as a childcare center.
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 is not expected to have a significant impact on the transportation infrastructure, given the site's previous use. However, depending on student enrollment, there may be increased traffic during drop-off and pick-up times, which could contribute to localized congestion on surrounding streets.
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 is not anticipated to significantly alter fire safety or other hazard risks, based on the property's prior use and the anticipated enrollment size.
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 considering the previous use of this property was a childcare center in the past.
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 is not subject to any zoning restrictions that would negatively

Page | 8

Staff Report – CUP 2025-03

impact the value or enjoyment of surrounding properties. Located within the Single-Family Residential (RS) District, childcare centers are allowed with an approved Conditional Use Permit. To minimize potential disruptions, applicants are encouraged to maintain open communication with neighboring residents regarding school schedules and operations.

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 use 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 based on the City of Forest Park Zoning Ordinance Sec 8-8-28 Single Family Residential District (RS). This section of the ordinance states that Pre-k and Daycare centers are permitted as a conditional use under this said ordinance. 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 open and operate a childcare center for children aged 6 weeks to 12 years of age within the Single-Family Residential District (RS). **WITH THE FOLLOWING CONDITIONS:**

1. The applicant must adhere to the City of Forest Park, GA Zoning Ordinance Parking standards outlined in Section 8-8-90.
2. If the applicant ceases to operate the business at this location, any subsequent operator or the property owner must obtain a new Conditional Use Permit (CUP) prior to commencing operations. Continued use of the property for this business type within the Single-Family Residential (RS) District shall not be permitted without prior approval of a new CUP by the Planning Commission and Mayor & Council.

Attachments Included:

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

**File Attachments for Item:**

**6. Council Approval of a Resolution Authorizing a Memorandum of Understanding (MOU) with RightSite Health Services - Fire and EMS Department**

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Presentation for RightSite Health Services – MOU for discussion and approval

**Submitted By:** Sandra Davis – Office Coordinator

**Date Submitted:** June 30, 2025

**Work Session Date:** July 7, 2025

**Council Meeting Date:** July 7, 2025

Overview: The Agency and RightSite will prioritize and mutually agree to an integrated approach to non-emergent healthcare, ensuring individuals receive an appropriate level of care. The Agency will provide all medical direction. Based on EMS protocol, it will be determined which calls are appropriate for referral to RightSite. This MOU does not replace any existing Agency protocols.

Fees for this service are at no cost to the Agency. RightSite is paid by the patient's insurance when applicable. RightSite will accept all patients. RightSite will ensure financial considerations do not prevent the delivery of appropriate patient care.

Integrating RightSite helps reduce unnecessary transport, improves patient navigation, and keeps your units available for higher acuity calls and fire operations.

**Cost: \$** N/A **Budgeted for:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Financial Impact:** NONE

**Action Requested from Council:** Discussion and approval of MOU

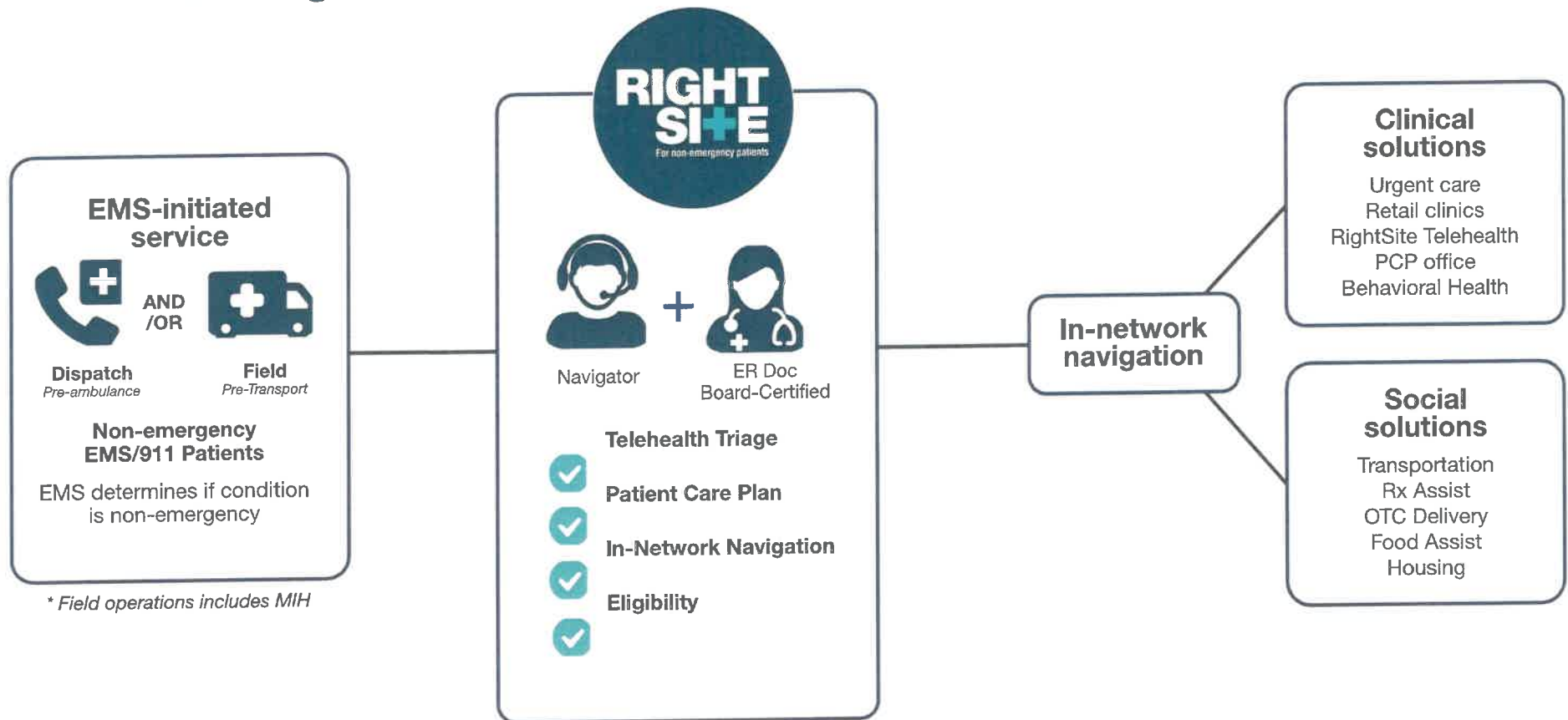


# RIGHT SITE

For non-emergency patients

## + SOLUTION: RIGHTSITE CONNECT™

**EMS-initiated - Telehealth by ER doctors -  
Social navigation and follow-up services by navigators**



## + RIGHTSITE BY THE NUMBERS - AGGREGATE

# >20,000

Total Activations

# 91%

**Acceptance Rate**

(Non-Emergent Patients who agree to speak with RightSite ER Doctor)

# 89%

**ED Diversion Rate**

No transport, no ER  
Patient receive care in-home, urgent care or PCP

# 9.7 / 10

**Patient Satisfaction Score**

(Patients Love RightSite)



# 9 min

**Average EMS Release Time**

(Dispatch and Field)

# 1

**Unit Hour Preserved**

for every successful  
RightSite Activation

SDOH Assistance  
Provided

50% of Patients

SDOH  
Resolution Rate

80% Addressed

Patient Follow Up  
Reach Rate

70%

EMS Field Release  
Time

11 minutes

EMS Dispatch  
Release Time

2 minutes



## + RIGHTSITE BY THE NUMBERS - GEORGIA

**8,403**

**Total Activations**

**93%**

**Acceptance Rate**

(Non-Emergent Patients who agree to speak with RightSite ER Doctor)

**89%**

**Redirection Rate**

RightSite arranged Alternate site care (telehealth, urgent care, ride share to care - ER, etc.)

**9.8 / 10**

**Patient Satisfaction Score**

(Patients Love RightSite)



**9 min**

**Average EMS Release Time**

(Dispatch and Field)

**1**

**Unit Hour Preserved**

for every successful RightSite Activation

Non-Clinical Social  
Barriers Provided

50% of Patients

Non-Clinical Barriers  
Resolution Rate

80% Addressed

Patient Follow Up  
Reach Rate

67%

EMS Field Release  
Time

14 minutes

EMS Dispatch  
Release Time

2 minutes



## + RIGHTSITE PARTNERS IN GEORGIA



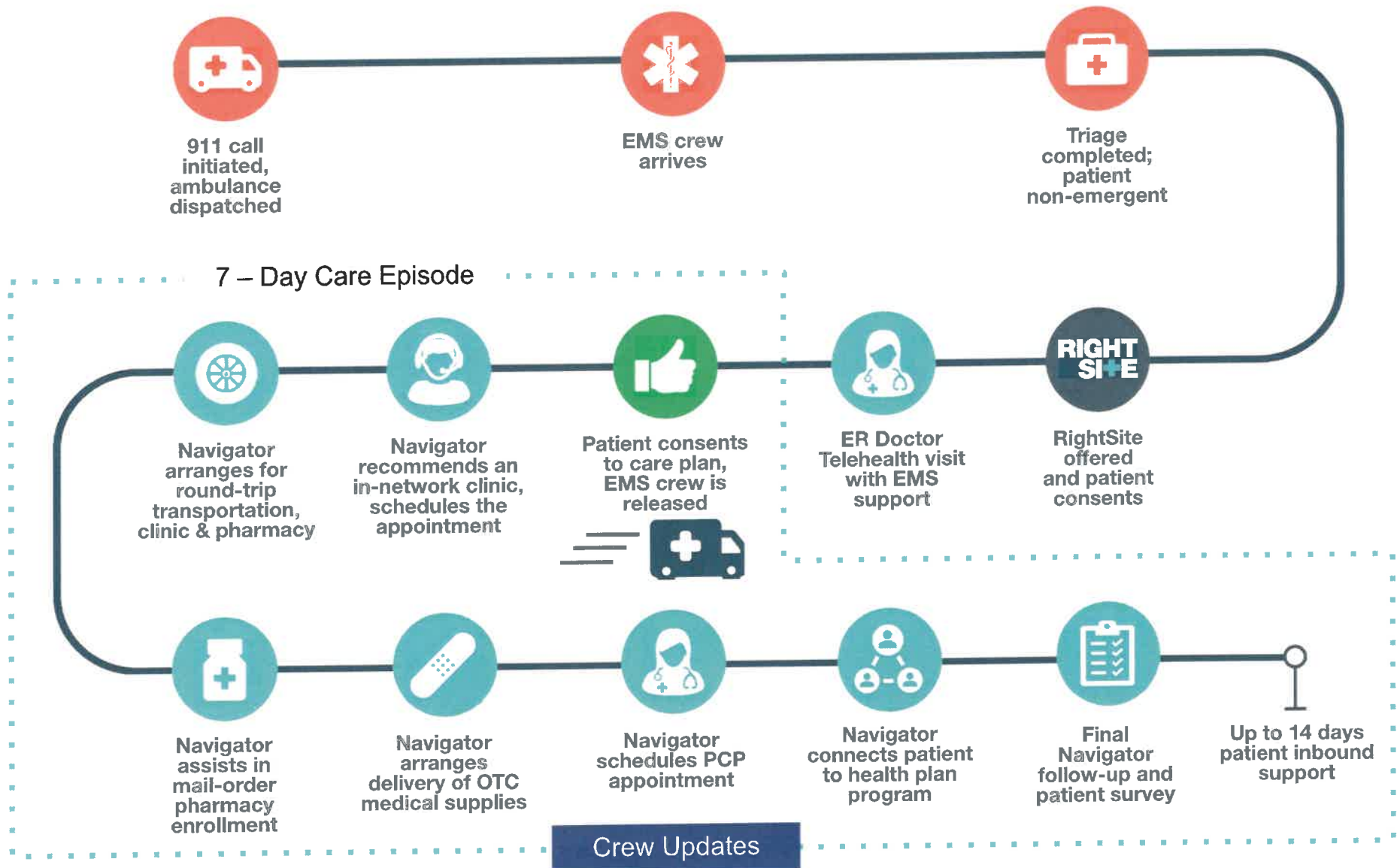
**RIGHT  
SITE**

**Want to  
see an  
ER doc  
right now?**

# RightSite Care Episode Example

EMS/Ambulance On-Scene

**RIGHT  
SITE**  
For non-emergency patients





## + PATIENT EXPERIENCE



### A 23-year-old female called 911 for a sore throat

**THE PATIENT:** Patient began to feel sick the night before and woke up with a severe sore throat. She reported head and body aches, and her 5-year-old son had also developed a cough. The patient was home alone with her children and lacked transportation. She had car seats for her children.

**THE CARE:** EMS (On-scene, Patient home)

- After the initial assessment as non-emergent, EMS activated RightSite to find non-ER care options for the patient.
- EMS assisted RightSite ER Doctor with a real-time, virtual exam, including positioning the camera to visually inspect the patient's throat.

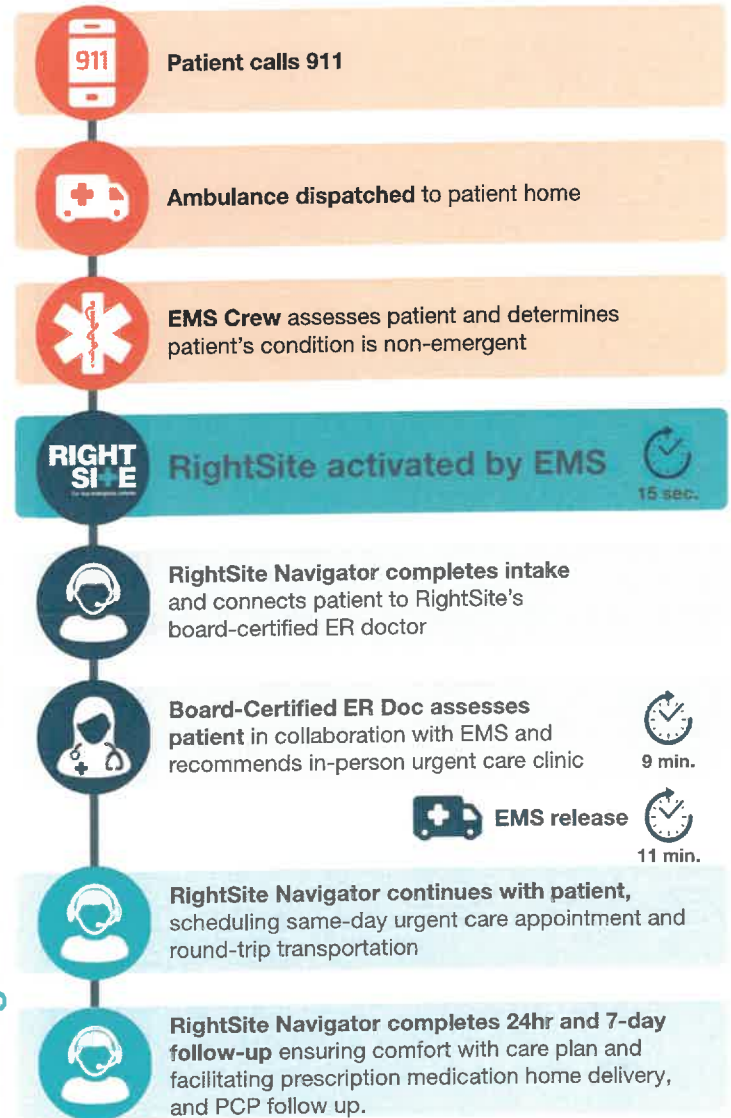
#### RIGHTSITE ER DOCTOR

- Collaborated with EMS to examine patient, including throat exam.
- Recommended in-person urgent care, and shared advice on managing the condition when returning home.

#### RIGHTSITE NAVIGATOR

- Initiated patient call, providing guidance on expectations and gathered patient SDOH barriers.
- Found and scheduled an in-network, nearby, and affordable urgent care appointment for the patient.
- Arranged round-trip, non-ambulance transportation for patient and her children to urgent care visit.
- Completed 24hr follow up, post urgent care visit, and assisted patient in by having DoorDash deliver prescriptions to the home.

Decision





## CONTACT INFORMATION

# Chip Walls

## Regional Director - EMS Partnerships

[m] 404.655.7949

chip.walls@rightsitehealth.com

[www.rightsitehealth.com](http://www.rightsitehealth.com)

**PROFESSIONAL SERVICES AGREEMENT**

(Telehealth EMS Services for City of Forest Park Fire and Emergency Services)

**THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement,"** made and entered into as of \_\_\_\_\_ (the "Effective Date"), by and between City of Forest Park Fire and Emergency Services (the "**Agency**") and **RIGHTSITE HEALTH PHYSICIANS PLLC**, a Connecticut professional limited liability corporation ("**RightSite**" or the "**Provider**"), authorized to transact business in Georgia and with its principal offices at 1100 NE Loop 410, Suite 850, San Antonio, TX 78209.

**WHEREAS**, RightSite offers immediate telehealth services to non-emergency patients upon request from the Agency's Emergency Medical Services ("EMS");

**WHEREAS**, upon such request, RightSite's Georgia-licensed physicians confirm the patient's non-emergent status and offer them navigation services to ambulatory or telehealth care if the patient agrees;

**WHEREAS**, the Agency and RightSite now desire to enter into a mutual agreement with terms of collaboration and conditions for facilitating effective emergency response and medical telehealth interventions for the Agency for EMS-related telehealth services as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "**Services**"); and

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Performance of Services**. RightSite shall perform the Services during the term of this Agreement.
2. **Compensation**. RightSite provides its services to the Agency at no cost. When applicable, RightSite is paid by the patient's insurance policy.
3. **Term**. The initial term of this Agreement shall commence on the Effective Date and be in effect for two (2) years, with automatic one (1) year renewals, unless either party terminates the Agreement as set forth herein. This Agreement may be terminated by mutual consent of the parties executed in writing by both, or by either party, with or without cause, provided written notice of termination is provided at least one hundred eighty (180) days in advance to the other party.

4. **Notices**. All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the Agency:

City of Forest Park Fire and Emergency Services  
2336 Anvil Block Road  
Forest Park, Georgia 30297  
ATTN: Latosha Clemons

As to RightSite:

RightSite Health Physicians PLLC  
1100 NE Loop 410, Suite 850  
San Antonio, Texas 78209  
ATTN: Legal Officer

5. **Agreement Managers**. Each Party will designate an Agreement Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Agreement. As of the Effective Date, the Agency's Agreement Manager is **Latosha Clemons, Fire Chief**, and RightSite's Agreement Manager is **Jared Oscarson, VP, EMS Partnerships and Strategy**. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Agreement Manager or contact information; such changes shall not be deemed Agreement amendments and may be provided via email.
6. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by RightSite. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding. RightSite may not unilaterally modify the terms of this Agreement by affixing additional terms to materials delivered to the Agency (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order to payment documentation. RightSite acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.

**[Remainder of page left blank intentionally. Signature page follows immediately.]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**RightSite Health Physicians PLLC**



By \_\_\_\_\_

Name Mene Demestihias

Title President, PLLC

Date 2025-06-26

**[Client.Company]**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT "A"****Services****A. Overview**

1. Based on its adopted EMS Protocol, the Agency's Medical Director and EMS Chief will determine which calls are appropriate for referral to RightSite.
2. The Agency and RightSite will prioritize and mutually agree to an integrated approach to non-emergent healthcare, ensuring individuals receive an appropriate level of care based on their circumstances.
3. The agency will provide all medical direction. This MOU does not replace any existing Agency protocols.
4. Referrals to RightSite will only be initiated from a 911 call.

**B. Fees for Service**

1. RightSite offers its services at no charge to the Agency.
2. RightSite is paid by the patient's insurance when applicable.
3. RightSite will accept all patients.
4. RightSite shall ensure financial considerations do not prevent the delivery of appropriate patient care.

**C. Services Provided:****1. Description of RightSite Service**

- I. RightSite Physicians offers immediate telehealth services to non-emergency patients upon request from EMS. RightSite Physicians confirm the patient's non-emergent status and offer them navigation services to ambulatory or telehealth care ("Navigator(s)"). If the patient agrees, RightSite Navigators help address non-medical obstacles to care, including scheduling appointments, arranging transportation, delivering prescriptions, assisting with health insurance inquiries, and connecting patients with nearby healthcare facilities and community resources.

**2. Activation of RightSite Service by Agency**

- I. **On-Scene Assessment:** When EMS crews assess a patient on-site and determine that the condition is non-emergent, they shall offer the patient the option of either: (a) proceeding to the Emergency Department or (b) having an immediate telehealth visit with RightSite's ER physician. If the patient chooses the telehealth visit, EMS activates the process using any device (the Agency's or the patient's) with a camera and internet connection. If the patient rejects both options, the EMS crew shall proceed in accordance with the Agency's protocols.

- II. **Dispatch-Initiated Assessment:** If 911/Dispatch determines, following Agency protocols, that the patient has a non-emergent condition, they shall offer the patient the option of either : (a) having an ambulance and EMS crew dispatched or (b) having an immediate telehealth visit with RightSite's ER Physician. If the patient rejects both options, the EMS crew shall proceed in accordance with the Agency's protocols.

3. RightSite Telehealth and Navigation

- I. Upon RightSite's Navigator obtaining telehealth consent, the patient is immediately connected to RightSite's board-certified emergency medicine physician. This physician conducts a secondary assessment to determine whether the patient's condition is either emergent or non-emergent and can be treated using non-emergency care options.
- II. If the RightSite physician deems the patient's condition as emergent, the patient's care remains under the control of EMS and follows Agency protocols.
- III. If the RightSite physician classifies the patient's condition as non-emergent, the patient is presented with the option of either:
  - a. proceeding to the Emergency Department in accordance with Agency protocols; or
  - b. receiving immediate telehealth assistance from RightSite's ER Physician or assistance finding nearby ambulatory care facilities, such as urgent care clinics.
- IV. RightSite Navigators play a crucial role in helping patients schedule appointments, arrange transportation if non-ambulance transport is required, obtain prescriptions, and access other services related to their episode of care. Navigators also conduct a follow-up within 1-2 business days to ensure patients have all the necessary resources for their care plan.
- V. Throughout the entire RightSite process, patients can choose their preferred care provider or decide to go to the Emergency Room via the Agency's protocols.

D. **Requirements for Agency:**

1. Designate a project sponsor and a daily coordinator for the rollout and ongoing training.
2. Integrate RightSite into the Agency response plan.
3. Disseminate educational materials and communicate RightSite program details to the staff.
4. Establish a procedure for RightSite Navigators to share patient outcomes with EMS providers.
5. Work with RightSite to identify additional reporting needs beyond RightSite's standard reports.
6. Participate in quality improvement meetings as mutually agreed upon.
7. The Parties agree to allow the use of names, tradenames, trademarks, service marks, and logos representing each Party, to use on the respective Party's website and marketing promotion materials. Any press release or publicity by either Party must be mutually agreed upon in writing, and such agreement will not be unreasonably withheld.

**E. RightSite Requirements:**

1. Attend quality improvement meetings as mutually agreed.
2. Provide appropriate training to Agency EMS Stakeholders for the RightSite telehealth system.
3. Maintain confidentiality of all patient-related information received from the Agency.
4. Comply with the Health Insurance Portability and Accountability Act (HIPAA), ensuring security standards align with national standards for handling sensitive healthcare information.
5. Preserve privacy and confidentiality of all conversations and data.
6. Ensure encryption of all data in transit and at rest.
7. Require two-factor authentication of all infrastructure systems.
8. Employ advanced logging and monitoring systems to identify and address potential data security or access concerns.
9. Provide RightSite board-certified ER Telehealth Physicians licensed in the state where service is provided.
10. Provide RightSite non-clinical navigators trained for navigation and identification and resolution of non-medical determinants of health.
11. Provide project and account management.
12. Offer non-English speaking patients on-demand video clinical interpretation in over 200 languages.
13. Conduct a 1-2 business day follow-up for all patients who consent and share monthly patient satisfaction data with the Agency.

# CERTIFICATE *of* SIGNATURE

REF. NUMBER  
PD5QM-3A7K3-TXZLJ-KXXYC

DOCUMENT COMPLETED BY ALL PARTIES ON  
26 JUN 2025 18:03:52 UTC

## SIGNER


**MENELAOS DEMESTIHAS**

EMAIL  
MENE.DEMESTIHAS@RIGHTSITEHEALTH.COM

## TIMESTAMP

SENT  
26 JUN 2025 18:02:58 UTC  
VIEWED  
26 JUN 2025 18:03:09 UTC  
SIGNED  
26 JUN 2025 18:03:52 UTC

## SIGNATURE



IP ADDRESS  
174.220.205.12

LOCATION  
ATLANTA, UNITED STATES

## RECIPIENT VERIFICATION

EMAIL VERIFIED  
26 JUN 2025 18:03:09 UTC





**RESOLUTION NO. 2025-\_\_\_\_\_**

**A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DELORES A. GUNN, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO AUTHORIZE THE CITY ATTORNEY TO DRAFT A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND RIGHTSITE HEALTH SERVICES FOR NON-EMERGENT HEALTHCARE SERVICES FOR CITIZENS FROM THE CITY'S FIRE AND EMERGENCY SERVICES DEPARTMENT.**

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

**WHEREAS**, the City's Fire and Emergency Services Department ("Department") requests the City Attorney to draft a professional services agreement ("Agreement") between the City and RightSite Health Services ("RightSite") for RightSite to provide non-emergent healthcare services to the City's citizens; and

**WHEREAS**, the Agreement shall bear no cost to the City as RightSite shall be paid by patient's insurance when applicable, and RightSite shall accept all patients and ensure financial considerations shall not prevent delivery of appropriate patient care; and

**WHEREAS**, the Agreement shall reduce unnecessary transport, improve patient navigation, keep medical and safety units available for hire acuity calls and fire operations, and is necessary for the health, safety, and welfare of the City's citizens.

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

**Section 1. Approval.** The Department's request to authorize the City Attorney to draft an Agreement between the City and RightSite for non-emergent medical services as presented to the Mayor and Council on July 7, 2025, is hereby approved.

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

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

**Section 4. Attestation.** The Clerk is authorized to execute, attest to, and seal any documents necessary to effectuate this 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.

**SO RESOLVED** this 7th day of July 2025.

**CITY OF FOREST PARK, GEORGIA**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**File Attachments for Item:**

**7. Council Approval of a Resolution Authorizing Blanket Purchase Orders for Cooperative Contracted Vendors: MES, BoundTree, and Bennett Fire - Fire & EMS Services**

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Council Discussion and Approval of Blanket Purchase Orders - Fire & EMS Services

**Submitted By:** Procurement Division (on behalf of Fire & EMS Services)

**Date Submitted:** July 22, 2025

**Work Session Date:** August 4, 2025

**Council Meeting Date:** August 4, 2025

### Background/History:

As part of our ongoing efforts to streamline the procurement process, the following cooperative contracted vendors are being presented to create Blanket Purchase Orders (BPOs) for FY 25/26:

- MES Services – \$120,000 (firefighting equipment) – Fund:100-61-3520-53-1136
- Boundtree Medical – \$75,000 (1<sup>st</sup> Aid and Medical supplies) – Fund:100-60-3610-53-1703
- Bennett Fire Products – \$85,000 (suppression fire gear) – Fund:300-61-3510-52-3718

**Cost: \$** Combined \$280,000

**Budgeted for:**  X  Yes   No

**Financial Impact:** (see description)

**Action Requested from Council:** Approval to create Blanket Purchase Orders (BPOs) for FY 25/26

**FIRST ADDENDUM TO SOURCEWELL SOLICITATION NUMBER: RFP #011824**

This First Addendum to Sourcewell Solicitation Number RFP #011824 ("**First Addendum**") is made and entered into this 19<sup>th</sup> day of May, 2025 ("**Effective Date**") by and between Municipal Emergency Services, Inc. ("**Supplier**") and the City of Forest Park, Georgia ("**Participating Entity**").

**WITNESSETH:**

**WHEREAS**, Supplier and Sourcewell, a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota ("**Sourcewell**"), are parties to the Sourcewell Solicitation Number RFP #011824 ("**Contract**"); and

**WHEREAS**, Supplier entered into the Contract with Sourcewell to provide equipment, products, or services to the entities that access Sourcewell's cooperative purchasing contracts, which includes the Participating Entity; and

**WHEREAS**, the term of the Contract expires on March 29, 2028; and

**WHEREAS**, the Participating Entity is a municipal corporation organized and bound by the laws of the State of Georgia, including § OCGA 36-60-13(a), which states a municipality in this state shall be authorized to enter into multiyear lease, purchase, or lease-purchase contracts of all kinds for the acquisition of goods, materials, real and personal property, services, and supplies, provided that any such contract shall...terminate absolutely and without further obligation on the part of the municipality at the close of the calendar or fiscal year in which it was executed; and

**WHEREAS**, Section 6(B) of the Contract states that additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements, or specific local policy requirements via a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable and any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract; and

**WHEREAS**, the parties wish to enter into this First Addendum to amend the duration term of the Agreement.

**NOW, THEREFORE**, in consideration of the promises and obligations set forth herein, the parties agree as follows:

- (1) Section 1 ("**Term of Contract**"), Subsection A ("**Effective Date**") of the Contract is amended by deleting the Subsection in its entirety and inserting the following language below to be read and codified as follows:

"A. **EFFECTIVE DATE**. This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** With regards to the Participating Entity, the City of Forest Park, Georgia, this Contract shall expire, unless it is cancelled sooner pursuant to Article 22, on December 31, 2025. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier and Participating Entity. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances."

- (2) To the extent of any conflict between the terms of this First Addendum and the terms of the Contract, the terms of this First Addendum will prevail and control. All terms and conditions of the Contract not modified by this First Addendum shall remain in full force and effect and are hereby ratified by the parties.
- (3) This First Addendum is incorporated into and made a part of the Contract, effective as of the same day as the Contract. This First Addendum and the Contract together constitute the entire agreement of the parties with respect to the subject matter hereof and thereof. All terms and conditions of the Contract not expressly modified hereby remain in full force and are hereby ratified by the parties.

**IN WITNESS WHEREOF,** the parties have set their hands to this First Addendum on the Effective Date first written above.

**PARTICIPATING ENTITY:**

**CITY OF FOREST PARK, GEORGIA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**ATTEST:**

*Randi Rainey* (SEAL)  
City Clerk



**SUPPLIER:**

**MUNICIPAL EMERGENCY SERVICES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**ATTEST:**

*John Walker*  
Corporate Secretary



# County of Fairfax, Virginia

## AMENDMENT

Date: 11/7/2024

### AMENDMENT NO. 9

CONTRACT TITLE: First Aid Supplies

CONTRACTOR

Bound Tree Medical, LLC  
5000 Tuttle Crossing Blvd.  
Dublin, OH 43016

SUPPLIER CODE

1000011594

CONTRACT NO.

4400009563

By mutual agreement, the above contract is extended for one (1) year effective December 27, 2024 through December 26, 2025 at existing prices, terms, and conditions.

Please provide a current Certification of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS, Special Provisions, Paragraph 17, within ten (10) days after receipt of the executed amendment.

ACCEPTANCE:

BY:

(Signature)

President

(Title)

Rob Meriweather

(Printed)

10/15/2024

(Date)

DocuSigned by:

*Lee Ann Pender*

E239B762E00465...

Lee Ann Pender, CPPB  
Director/County Purchasing Agent

DISTRIBUTION:

DOF – Accounts Payable/e

FRD – Jason Stanley/e

FRD – Samuel Arnold/e

Contractor - [Chris.bergeron@boundtree.com](mailto:Chris.bergeron@boundtree.com)

Contract Specialist II – Sehresh Tanweer

ACS, Team 1 – Roxanna Vazquez

Department of Procurement & Material Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013

Website: [www.fairfaxcounty.gov/procurement](http://www.fairfaxcounty.gov/procurement)

Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



**BOARD OF COUNTY COMMISSIONERS  
LAKE COUNTY, FLORIDA  
OFFICE OF THE COUNTY MANAGER  
AGENDA ITEM COVER SHEET**

**DATE:** 06/01/2022**MEETING DATE:** 7/26/2022**TO:** Jennifer Barker, County Manager**ITEM TYPE:** Consent Item**THRU:****ITEM ID:** 18195

James Dickerson, Fire Chief

**BY:** Gretchen Bechtel, Contracting Officer II**SUBJECT:** Fire Equipment, Supplies, and Services

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**RECOMMENDATION/REQUIRED ACTION:** Approve

Recommend Approval:

1. Of Contracts 22-730A through 22-730K for Fire Equipment, Supplies, and Services to: All Safe Industries, Inc. (Louisville, KY), Bennett Fire Products Company, LLC (Woodstock, GA), Fisher Scientific (Tampa, FL), Henry Schein, Inc. (Melville, NY), Life-Assist, Inc. (Rancho Cordova, CA), Medline Industries, LP (Northfield, IL), Municipal Emergency Services, Inc. (Sandy Hook, CT), Municipal Equipment Company, LLC (Orlando, FL), North America Fire Equipment, Co., Inc. (Decatur, AL), TechnicalRescue.com, Inc. (Cooper City, FL), and Ten-8 Fire Equipment, Inc. (Bradenton, FL); and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The annual fiscal impact is estimated at \$1,100,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2022 Budget.

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**BACKGROUND SUMMARY:** The Office of Procurement Services, in coordination with the Office of Fire Rescue, issued Invitation to Bid 22-730 to provide for fire equipment, supplies, and services on an as-needed basis. This bid replaces expiring vendor pool Contracts 17-0606A through 17-0606L.

Staff recommends award to the following pool of responsive and responsible vendors: All Safe Industries, Inc. (Louisville, KY), Bennett Fire Products Company, LLC (Woodstock, GA), Fisher Scientific (Tampa, FL), Henry Schein, Inc. (Melville, NY), Life-Assist, Inc. (Rancho Cordova, CA), Medline Industries, LP (Northfield, IL), Municipal Emergency Services, Inc. (Sandy Hook, CT), Municipal Equipment Company, LLC (Orlando, FL), North America Fire Equipment, Co., Inc. (Decatur, AL), TechnicalRescue.com, Inc. (Cooper City, FL), Ten-8 Fire Equipment, Inc. (Bradenton, FL).

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**Fiscal Impact:** The annual fiscal impact is estimated at \$1,100,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2022 Budget.

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Fire Fund	1680	2136300	Various		\$1,100,000

Advertised Date:

Paper:

Attachments:

1.	22-730A_unex_All Safe Industries
2.	22-730B_unex_Bennett Fire
3.	22-730C_unex_Fisher Scientific
4.	22-730D_unex_Henry Schein
5.	22-730E_unex_Life Assist
6.	22-730F_unex_Medline Industries
7.	22-730G_unex_Municipal Emergency Services
8.	22-730H_unex_Municipal Equipment Co
9.	22-730I_unex_NAFECO
10.	22-730J_unex_Technical Rescue
11.	22-730K_unex_Ten 8 Fire

**STAFF APPROVALS AND DATES:**

Gretchen Bechtel	Created/Initiated - 6/1/2022
Ron Falanga	Approved - 6/2/2022
Elizabeth Miner	Approved - 6/2/2022
James Dickerson	Approved - 6/2/2022
Thomas Carpenter	Approved - 6/2/2022
Todd Thornton	Approved - 6/2/2022
Allison Teslia	Approved - 6/3/2022
Melanie Marsh	Approved - 6/25/2022
Jennifer Barker	Approved - 7/1/2022
Misty Spahn	Final Approval - 7/1/2022

**ACTION TAKEN BY BOARD:**

Action: New

Continued/Deferred Until:

Other:



### MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 8/1/2025	Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9839	Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, STE 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Bennett, benettfire@att.net
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return</u> this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to extend the agreement for two annual terms to expire on July 31, 2027 or until new contract is awarded.	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u>Danny Bennett</u> Print Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>January 13, 2025</u> E-mail: <u>benettfire@att.net</u> Secondary E-mail: <u>benett.fire@hotmail.com</u>	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: <b>Gretchen Bechtel, Contracting Officer II</b> Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2025.01.15 08:12:09 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

**MODIFICATION OF CONTRACT**

Modification Number: Two (2) Effective Date: 8/1/2023	Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9839	Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, STE 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Bennett, benettfire@att.net
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to extend the agreement for two annual terms to expire on July 31, 2025.	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u>Danny Bennett</u> Print Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>March 2, 2023</u> E-mail: <u>benettfire@att.net</u> Secondary E-mail: <u>benett.fire@hotmail.com</u>	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: Gretchen Bechtel, CPPB, Contracting Officer II Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.03 08:10:21 -05'00'
<b>Distribution:</b> Original – Bid File Copy – Contractor Contracting Officer	

**MODIFICATION OF CONTRACT**

Modification Number: One (1) Effective Date: 1/17/2023	Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@LakeCountyFL.gov Telephone Number: 352-343-9832	Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, Suite 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Danny Bennett
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> This Contract Modification Number One (1) adds the following Manufacturer to agreement: Manufacturer: Veridian Fire Protective Gear Percentage Off List: 10% off retail price Freight Included: yes In Stock / Lead Time: 150 days after receipt of order Manufacturer's Website: www.veridian.net	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u>Danny Bennett</u> Print Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>January 27, 2023</u> E-mail: <u>bennettfire@att.net</u> Secondary E-mail: <u>bennett.fire@hotmail.com</u>	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: <u>Gretchen</u> Print Name: <u>Bechtel, CPPB</u> Title: <u>Contracting Officer</u> Date: <u>Contracting Officer II</u> Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.01.27 12:25:04 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



**CONTRACT NO. 22-730B**  
For  
**Fire Equipment, Supplies, and Services**

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Bennett Fire Products Company, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/26/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

**ATTACHMENTS:**

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

**This Contract is effective from 8/1/2022 through 7/31/2023**, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

  
By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 7/26/2022

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Department



## ADDENDUM NO. #2



REAL FLORIDA • REAL CLOSE  
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

**SOLICITATION: Fire Equipment, Supplies, and Services**

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

**R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors**

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

**R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.**

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

**R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.**

---

**ACKNOWLEDGEMENT**

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/26/2022



**ADDENDUM NO. #2**

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com



REAL FLORIDA • REAL CLOSE  
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

**SOLICITATION: Fire Equipment, Supplies, and Services**

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

**R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.**

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

**R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.**

---

**ACKNOWLEDGEMENT**

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/25/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

**EXHIBIT A – SCOPE OF SERVICES**  
**FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

**1. SCOPE OF SERVICES**

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

**2. CONTRACTOR'S RESPONSIBILITIES**

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
  - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
  - 2.4.2. Training shall be at no additional cost to the County.

**3. DELIVERY REQUIREMENTS AND ACCEPTANCE**

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
  - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
  - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
  - 3.4.1. The County will advise when the order is an emergency.
  - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
  - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

**EXHIBIT A – SCOPE OF SERVICES**  
**FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

**4. REBATES AND SPECIAL PROMOTIONS**

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

**5. REPAIR SERVICES**

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

**6. TRAINING**

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

**EXHIBIT A – SCOPE OF SERVICES**  
**FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

6.1.2. Manuals may be electronic.

**7. WARRANTY REQUIREMENTS**

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

*[The remainder of this page intentionally left blank]*

**EXHIBIT B – INSURANCE REQUIREMENTS****22-730**

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

**EXHIBIT B – INSURANCE REQUIREMENTS****22-730**

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,  
AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

*[The remainder of this page is intentionally left blank.]*



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**DEFINITIONS**

**Contract:** The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

**Contractor:** The Vendor to whom award has been made.

**County:** Lake County, Florida, a political subdivision of the State of Florida.

**Proposal:** Any offer submitted in response to a solicitation.

**Solicitation:** The written document requesting bids, quotes, or proposals from the marketplace.

**Vendor:** Any entity responding to a solicitation or performing under any resulting contract.

**INSTRUCTIONS TO VENDORS**

- A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
1. Disclosure of Employment.
  2. Disclosure of Ownership.
  3. Drug-Free Workplace.
  4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
  5. Americans with Disabilities Act (ADA).
  6. Conflict of Interest.
  7. Debarment Disclosure Affidavit.
  8. Nondiscrimination.
  9. Family Leave.
  10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.
- B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.
- E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.
- G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

- H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

### **PREPARATION OF PROPOSALS**

- A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.
- B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.
- D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.
- F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

### **COLLUSION**

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

### **PROHIBITION AGAINST CONTINGENT FEES**

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

**CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

**INCURRED EXPENSES**

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

**AWARD**

- A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.
- E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.
- F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.
- G. Any tie situations will be resolved in consonance with current written County procedure.
- H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on [Section 2-222, Local Vendor Preference](#).
- I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the [Procurement Protest Procedures site](#).

**GRANT FUNDING**

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

**STATE REGISTRATION REQUIREMENTS**

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the [Florida Department of State home page](#).

**PRIME CONTRACTOR**

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

**SUBCONTRACTING**

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

**DISADVANTAGED BUSINESSES**

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

**GENERAL CONTRACT CONDITIONS**

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

**GOVERNING LAW**

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

**COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES**

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

**CONTRACT EXTENSION**

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

**MODIFICATION OF CONTRACT**

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

**ASSIGNMENT**

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

**NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

**OTHER AGENCIES**

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

**CONTINUATION OF WORK**

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

**WARRANTY**

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

**DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR**

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections



must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**COUNTY IS TAX-EXEMPT**

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit [Lake County Tax Exemption Certificate page](#) to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

**SHIPPING TERMS, F.O.B. DESTINATION**

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

**ACCEPTANCE OF GOODS OR SERVICES**

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

**ESTIMATED QUANTITIES**

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

**PURCHASE OF OTHER ITEMS**

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

**SAFETY**

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

**MATERIAL SAFETY DATA SHEET (MSDS)**

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

**TOBACCO PRODUCTS**

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

**CLEAN-UP**

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

**PROTECTION OF PROPERTY**

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

**CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES**

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

**TRUTH IN NEGOTIATION CERTIFICATE**

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds \$195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

**COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS**

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

**RESPONSIBILITY AS EMPLOYER**

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

**MINIMUM WAGES**

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

**PRICE REDETERMINATIONS**

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the [Bureau of Labor Statistics site here](#). Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

**INDEMNIFICATION**

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

**TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

**TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

**TERMINATION FOR DEFAULT**

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

**FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

**RIGHT TO AUDIT**

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

**PROPRIETARY/CONFIDENTIAL INFORMATION**

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

**PUBLIC RECORDS LAW**

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY**

**TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.**

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

**COPYRIGHTS**

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

**SOVEREIGN IMMUNITY**

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

**COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**E-VERIFY**

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)**

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.



The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

**FORCE MAJEURE**

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after it discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

**NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

**CERTIFICATION REGARDING SCRUTINIZED COMPANIES**

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

**ANTI-TRAFFICKING RELATED ACTIVITIES**

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

**NOTICES**

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to [purchasing@lakecountyfl.gov](mailto:purchasing@lakecountyfl.gov).

*[The remainder of this page intentionally left blank]*

The undersigned hereby declares that: Bennett Fire Products Company, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

#### 1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

#### 2.0 PAYMENT

The Contractor shall email the County's using department ([egminer@lakecountyfl.gov](mailto:egminer@lakecountyfl.gov)) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

#### 3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

#### 4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

#### 5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Confirmed, no conflict of interest, Danny Bennett

**6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:**

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

**7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. Choose an item.  
and enter OSD Certification Number Click or tap here to enter text.  
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

**8.0 FEDERAL FUNDING REQUIREMENT:**

N/A

**9.0 RECIPROCAL VENDOR PREFERENCE:**

N/A

**10.0 GENERAL VENDOR INFORMATION:**

Firm Name: Bennett Fire Products Company, Inc.  
Street Address: 195 Stockwood Drive, Suite 170  
City: Woodstock State and ZIP Code: Georgia 30188  
Mailing Address (if different): PO Box 2458  
Telephone: 770-402-9910 Fax: N/A  
Federal Identification Number / TIN: 58-2143532  
DUNS Number: N/A

**11.0 SUBMITTAL SIGNATURE:**

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Richard Danny Bennett*

Date: 4/26/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

*[The remainder of this page is intentionally blank]*

<i>Firm's Name Here</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		<a href="http://www.bennettfireproducts.com">www.bennettfireproducts.com</a>		
Warehouse Location(s):		Woodstock, GA		
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Danny Bennett		
Email:		<a href="mailto:bennettfire@att.net">bennettfire@att.net</a>		
Emergency Phone:		770-402-9910		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
		as of 4/25/22		
Globe Bunker Gear custom	44.00%	10-12 months	yes	<a href="http://www.us.msasafety.com">www.us.msasafety.com</a>
Cairns Bunker Gear custom	42.00%	10-12 months	yes	<a href="http://www.us.msasafety.com">www.us.msasafety.com</a>
Globe Accessories	10.00%	30 days	yes	<a href="http://www.us.msasafety.com">www.us.msasafety.com</a>
Globe Footwear	31.00%	75 days	yes	<a href="http://www.us.msasafety.com">www.us.msasafety.com</a>
Cairns Helmets custom	25.00%	45 days	yes	<a href="http://www.us.msasafety.com">www.us.msasafety.com</a>
Cairns Leather Fronts	2.00%	45 days	yes	<a href="http://www.us.msasafety.com">www.us.msasafety.com</a>
Cairns Helmet Parts	2.00%	30 days	yes	<a href="http://www.us.msasafety.com">www.us.msasafety.com</a>
PGI Clothing custom	10.00%	3-4 months	yes	<a href="http://www.pgi-inc.com">www.pgi-inc.com</a>
PGI Hoods and Accessories	2.00%	60 days	yes	<a href="http://www.pgi-inc.com">www.pgi-inc.com</a>
Firecraft Gloves	5.00%	10 days	yes	<a href="http://www.firecraftsafety.com">www.firecraftsafety.com</a>
Firecraft Gear Bags	2.00%	10 days	yes	<a href="http://www.firecraftsafety.com">www.firecraftsafety.com</a>
Shelby Gloves	5.00%	1-2 months	yes	<a href="http://www.shelbyglove.com">www.shelbyglove.com</a>
Stanfield Lifeliner Hoods	2.00%	1-2 months	yes	<a href="http://www.lifeliners.com">www.lifeliners.com</a>
Black Diamond Rubber Boots	5.00%	4-6 months	yes	<a href="http://www.bdboots.com">www.bdboots.com</a>



## RESOLUTION NO. 2025-\_\_

**A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DELORES A. GUNN, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE THE BLANKET PURCHASE ORDERS FOR FIREFIGHTING EQUIPMENT, FIRST AID AND MEDICAL SUPPLIES, AND FIRE SUPPRESSION GEAR FROM THE CITY'S FIRE AND EMERGENCY SERVICES DEPARTMENT.**

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

**WHEREAS**, the City's current purchasing policy allows for blanket purchases for supply commodities and/or emergency service items such as fire and police equipment, medical supplies, other items for which monthly or periodic requirements can be reasonably forecast; and

**WHEREAS**, the City's Fire and Emergency Services Department ("Department") requests approval for the contracted and sole source blanket purchase orders ("BPO") in a total amount of Two Hundred and Eighty Thousand Dollars (\$280,000.00); and

**WHEREAS**, the BPO includes the purchase of fire suppression gear in the amount of Eighty-Five Thousand Dollars (\$85,000.00) from Bennett Fire Products, the purchase of first aid and medical supplies in the amount of Seventy-Five Thousand Dollars (\$75,000.00) from Boundtree Medical, and the purchase of firefighting equipment in the amount of One Hundred and Twenty Thousand Dollars (\$120,000.00) from MES Services; and

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

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

**Section 1. Approval.** The Department's request to approve the contracted and sole source blanket purchase orders for a total amount of Two Hundred and Eighty Thousand Dollars (\$280,000.00) to purchase firefighting equipment, suppression fire gear, and medical supplies as presented to the Mayor and City Council on August 4, 2025, is hereby approved; and

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

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

**Section 4. Attestation.** The Clerk is authorized to execute, attest to, and seal any documents necessary to effectuate this 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.

**SO RESOLVED** this 4th day of August, 2025.

**CITY OF FOREST PARK, GEORGIA**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**File Attachments for Item:**

**8. Council Approval of a Resolution Authorizing Cemetery Maintenance and Consideration of Service Reallocation Options– Public Works Department**

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Title of Agenda Item:** Cemetery Maintenance: Discussion to reallocate services– Public Works

**Submitted By:** Alton Matthews

**Date Submitted:** 6-9-2025

**Work Session Date:** 6-16-2025

**Council Meeting Date:** 6-16-2025

### Background/History:

The City of Forest Park currently oversees the landscape maintenance of the following cemeteries:

- Main Street at Phillips Dr – City-owned
- Conley Road Cemetery – Privately owned by the Forest Park Lodge of Odd Fellows
- Elam Church Road Cemetery – Privately owned by Elam Church Cemetery

All three sites are being serviced under contract by World Scape LLC, with approximately three months remaining in their current agreement. (Balance left:  $\$3950 \times 3 = \$11,850$ )

Public Works is seeking directions on whether the City should continue maintaining the privately owned cemeteries at Conley Road and Elam Church Road. If the Council decides not to continue maintenance of the private sites, we recommend reallocating World Scape's services to prioritize high-visibility corridors such as:

- Jonesboro Road
- Old Dixie Highway
- Forest Parkway

This proposal aims to reallocate resources toward highly visible areas of the City that impact residents and visitors daily, while ensuring continued stewardship of City-owned assets.

### **Action Requested from Council:**

Discussion from Council to reallocate services from the landscape maintenance of 2 cemeteries to the Right-Of Ways throughout the City.

**Cost:** \$ 0

**Budgeted for:**   X   Yes        No

**Financial Impact:**

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**CITY OF FOREST PARK MAYOR & COUNCIL  
CITY COUNCIL WORK SESSION**

Monday, August 16, 2021 at 6:00 PM  
Council Chambers and YouTube Livestream

**Website:** [www.forestparkga.gov](http://www.forestparkga.gov)  
**YouTube:** <https://bit.ly/3c28p0A>  
**Phone Number:** (404) 366.1555

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

**AGENDA**

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James      The Honorable Dabouze Antoine  
The Honorable Hector Gutierrez      The Honorable Latresa Akins-Wells  
The Honorable Allan Mears

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

**VIRTUAL MEETING NOTICE**

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

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

The Council Meetings will be livestream and available on  
the City's YouTube page "City of Forest Park GA".  
*Please Subscribe to our YouTube page for notifications!*

**CALL TO ORDER/WELCOME:**

**ROLL CALL - CITY CLERK:**

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

**PRESENTATION(S):**

1. **Waste Management Presentation – Executive Offices**

**Background/History:**

Waste Management has been operating a solid waste transfer facility in the City of Forest Park for over 30 years. Mr. Allan Owen, Public Sector Manager for Waste Management will be providing updated information regarding steps taken to mitigate resident issues at or near the transfer facility.

## **OLD BUSINESS:**

### **2. Discussion and approval Resolution 2021-29 of Cemetery Initiative – City Attorney**

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

The City Manager is seeking direction from the City Council regarding certain abandoned cemeteries and burial grounds in the city and the maintenance of these sites.

The attached resolution would declare certain cemetery sites as abandoned and authorize the city manager to direct staff to maintain by cutting grass at the entrance ways of said sites and take steps to acquire them by eminent domain pursuant to the authority established in O.C.G.A. 36-72-3.

## **NEW BUSINESS:**

### **3. Discussion and Approval of Resolution 2021-27 LCI-Transportation Grant - Economic Development**

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

The Atlanta Regional Commission announced a call for funding for Livable Centers Initiative (LCI)-Transportation projects for Preliminary Engineering (PE) proposals only. The LCI grant program exists to empower communities across metro Atlanta to become more livable, walkable, and sustainable through federal transportation dollars for planning in local communities. LCI funds are designed to help communities by offering more walkable places and mobility options. LCI grants require a local 20% match.

### **4. Discussion Regarding Homelessness in Forest Park – Legislative**

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

Councilman Gutierrez would like to discuss the issue of homelessness in the City of Forest Park.

### **5. Discussion and Approval of Budget Amendment - Darquita Williams, Interim Finance Director**

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

In the August 2, 2021 Regular Council Meeting, the governing body approved a payment of \$14,000 to the Clayton County Water Authority for a custom logo on one of the three Forest Avenue Water Tanks. An additional approval is needed to amend the budget for this expense. \$14,000 will be removed from the Reserve for Contingency and added to the Capital Outlay for Public Works.

### **6. Discussion and Approval of Budget Amendment - Darquita Williams, Interim Finance Director**

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

The Approved FY22 budget contains a typographical error. The Federal Contribution Act line states \$94,000. The correct amount for this line item should be \$9,400. A budget amendment is needed to correct this error. The difference of \$84,600 will be transferred to the Reserve for Contingency.

**7. Discussion and Approval of Resolution 2021-28 & IGA - S. Diane White, City Clerk****Background/History:**

Clayton County Board of Elections has agreed to enter into an Intergovernmental Agreement with the City of Forest Park for election equipment for the November 2, 2021, Municipal Elections. By entering into an IGA with Clayton County Board of Elections the City of Forest Park will save \$16,000.00.

**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.



**RESOLUTION NO. 2021-29****A RESOLUTION TO AUTHORIZE MAINTENANCE OF CERTAIN CEMETERIES WITH THE CITY LIMITS OF FOREST PARK**

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, there exist certain cemeteries within the corporate limits of the City that are not being maintained and appear to be abandoned inasmuch as they show signs of neglect including, without limitation, the unchecked growth of vegetation, repeated and unchecked acts of vandalism, or the disintegration of grave markers or boundaries and for which no person can be found who is legally responsible and financially capable of the upkeep of such cemeteries;

WHEREAS, O.C.G.A. § 36-72-3 authorizes counties and municipalities to preserve and protect any abandoned cemetery or any burial ground which the county or municipality determines has been abandoned or is not being maintained by the person who is legally responsible for its upkeep, whether or not that person is financially capable of doing so, to expend public money in connection therewith, to provide for reimbursement of such funds by billing any legally responsible person or levying upon any of his property as authorized by local ordinance, and to exercise the power of eminent domain to acquire any interest in land necessary for that purpose; and

WHEREAS, it is proposed that the City take certain steps (i) to declare such cemeteries abandoned, (ii) to begin maintaining such cemeteries by keeping them clean and free from unchecked growth of vegetation, and (iii) to exercise the power of eminent domain for such purposes;

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

**SECTION 1. Declaration of Abandonment.** The cemeteries listed on the attached Exhibit “A” are hereby declared abandoned.

**SECTION 2. Authorization of Maintenance.** The City Manager is authorized to direct the Public Works staff and/or the City’s on-call landscape maintenance vendors to maintain said cemeteries by keeping them clear of unchecked vegetation, trash, and debris.

**SECTION 3. Eminent Domain.** The City Manager is authorized to initiate such steps as are necessary to provide for the acquisition of the abandoned cemeteries by eminent domain. The City Manager and the City’s outside legal counsel are further authorized to identify and engage appraisers, surveyors, and other consultants to provide appraisal reports, trade fixture reports, sign appraisals, title reports, surveys, legal descriptions, environmental assessments, moving estimates and any other reports (collectively “Reports”) that are necessary or desirable to quantify the nature

and extent of the potential acquisition the abandoned cemeteries. Any engaged Consultants are authorized to enter private property on the City's behalf to survey, inspect and appraisal such property for the purpose of quantifying the nature and extent of the potential acquisition of private property rights and to determine just and adequate compensation for such potential acquisition.

**SECTION 3. 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 4. Authorization of Execution.** The mayor or is hereby authorized to sign all documents necessary to effectuate this Resolution.

**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. 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.

[SIGNATURE APPEAR ON FOLLOWING PAGE]

SO REOLVED this 16<sup>th</sup> day of August 2021.

\_\_\_\_\_  
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

## EXHIBIT A

### **Listing of Abandoned Cemeteries**

1. Rock Springs Church Cemetery located at 730 Conley Road
2. Forest Park Lodge of Odd Fellows Cemetery located at 732 Conley Road
3. Macedonia Cemetery located at 734 Conley Road

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

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

## OLD BUSINESS:

### 2. Council Approval Resolution 2021-29 of Cemetery Initiative – City Attorney

It was motioned to approve Resolution 2021-29 Cemetery Initiative

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

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

## NEW BUSINESS:

### 3. Approval of Resolution 2021-27 LCI-Transportation Grant - Economic Development

It was motioned to approve Resolution 2021-27 LCI Transportation Grant.

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

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

### 4. Approval of Budget Amendment - Darquita Williams, Interim Finance Director

It was motioned to approve the Budget Amendment to move \$14,000 from Reserve Contingency to Capital Outlay - Public Works for the logo to be place on the Forest Avenue Water tanks.

Motion made by Councilmember James, Seconded by Councilmember Mears.

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

### 5. Approval of Budget Amendment - Darquita Williams, Interim Finance Director

It was motioned to approve the Budget Amendment typographical error in the Federal Contribution Act line which stated \$94,000 to correcting is to say \$9,400 and transferring the \$84,600 into the Reserve for Contingency.

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

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

### 6. Approval of Resolution 2021-28 & IGA - S. Diane White, City Clerk

It was motioned to approve Resolution 2021-28 and the IGA with Clayton County Board of Elections.



**CITY OF FOREST PARK MAYOR & COUNCIL  
CITY COUNCIL REGULAR SESSION**

Monday, October 18, 2021 at 7:00 PM  
Council Chambers and YouTube Livestream

**Website:** [www.forestparkga.gov](http://www.forestparkga.gov)  
**YouTube:** <https://bit.ly/3c28p0A>  
**Phone Number:** (404) 366.1555

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

**AGENDA**

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James      The Honorable Dabouze Antoine  
The Honorable Hector Gutierrez      The Honorable Latresa Akins-Wells  
The Honorable Allan Mears

Dr. Marc-Antonie Cooper, City Manager  
Stephanie Tigner, Deputy City Clerk  
Mike Williams, City Attorney

**VIRTUAL NOTICE**

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

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

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

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

**CALL TO ORDER/WELCOME:**

**INVOCATION/PLEDGE:**

**ROLL CALL - CITY CLERK:**

**PRESENTATIONS:**

1. **Proclamation – Mary Ann Connelly**

**Background/History:**

Council would like to present a Proclamation to the family of Mary Ann Connelly

**5. Council Approval for Twenty (20) Surplus City iPhones for Sister Cities (Haiti) Initiative – Executive Offices**

It was motioned to approve twenty (20) Surplus City iPhones for Sister Cities (Haiti) Initiative.

Councilmember Antoine good job executive office.

Motion made by Councilmember Antoine, Seconded by Councilmember James.

Councilmember Akins-Wells I have a question, for all of the stuff the city has as far as surplus, we have two other Sister Cities, are we just focused on Haiti or are we focused on the other two as well. I am not opposed to it; I just want to ask a question.

Councilmember Gutierrez I think the other ones we do not have advocates for?

Councilmember Akins-Wells who is our advocate for Haiti?

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Mears. Voting Abstaining: Councilmember Akins-Wells. The motion carried.

**6. Council Approval to Amend Maintenance List of Abandoned Cemeteries – Executive Offices**

It was motioned to Amend Maintenance List of Abandoned Cemeteries.

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

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

**7. Council Allocating Funds to City Edge Project to Administer Rental Assistance for the City – Executive Offices**

It was motioned to approve Allocating Funds to City Edge Project to Administer Rental Assistance for the City.

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

**Councilmember Gutierrez** - I would like to hear from them and how the community can access them, where they are located and what the application process is. I know that it is a religious organization I just want to make sure, I just want people to understand that anyone can apply.

**Bryan Beeler, CEO City Edge Projects (Nonprofit Program/Gateway Restoration National Network)**, - this program in particular is a rental assistance program for the residents of Forest Park impacted by COVID either through being sick or laid off by their job. This is a chance to assist them, we are trying to keep the residents here instead of being displaced and going elsewhere. The funds received will be paid to the landlord directly. We will also require them not to evict the people after they received their money. We will make sure we do everything that we can to keep the residents here in Forest Park and help them get back on their feet; those that have been impacted. We will have a process to vet them and to make sure



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

- 2. PUBLIC HEARING - Council Approval on the Ordinance 2021-12 to Establish the Final Ad Valorem Tax Millage Rate for the City of Forest Park – Interim Finance Director**

**Background/History:**

The proposed Ordinance is to establish the Ad Valorem Millage Rate for the City Forest Park for 2021 in accordance with the State of Georgia Code Section 48-5-32. The proposed Millage Rate of 16.743, is the same as 2020.

**PUBLIC COMMENTS: (All Speakers will have 3 Minutes)****ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:****APPROVAL OF MINUTES:**

- 3. Council Approval of Council Work Session and Regular Meeting Minutes from October 4, 2021 - S. Diane White, City Clerk**

**NEW BUSINESS:**

- 4. Council to Approve the Appointment of Fire Chief Latosha Clemons as the City of Forest Park's Emergency Management Director – Executive Offices**

**Background/History:**

The City Forest Park's Emergency Management Director is responsible for coordinating all activities necessary to protect Forest Park residents from natural, technological, and manmade disasters and other emergencies that threaten the city.

- 5. Council Approval for Twenty (20) Surplus City iPhones for Sister Cities (Haiti) Initiative – Executive Offices**

**Background/History:**

It is requested that council authorizes the City Manager to not purchase the new phones, but utilize twenty (20) surplus city iPhones, along with approved laptops and iPads for this Initiative.

- 6. Council Approval to Amend Maintenance List of Abandoned Cemeteries – Executive Offices**

**Background/History:**

It is requested that city council authorizes an amendment to the approved list to add Elam Church Cemetery on Elam Church Rd in Forest Park as the fourth. This current cost would be set not to exceed \$45,000 annually for all four cemeteries.

- 7. Council Allocating Funds to City Edge Project to Administer Rental Assistance for the City – Executive Offices**

**Background/History:**

**File Attachments for Item:**

**9. Council Approval on the City Center Project Funding - Finance/Executive Departments**

PIPER | SANDLER

# City Center Project Funding

July 2025 | Prepared for the City of Forest Park



**Ed Wall**

*Managing Director, Piper Sandler*  
(404) 710-2834  
[edmund.wall@psc.com](mailto:edmund.wall@psc.com)

**Spencer Sane**

*Associate, Piper Sandler*  
(704) 619-4361  
[spencer.sane@psc.com](mailto:spencer.sane@psc.com)

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- 2. City Center Project Budget**
- 3. Series 2025: Sources & Uses of Funds**
- 4. Series 2025: Debt Service & Cashflows**
- 5. Millage Sensitivity Analysis**

# 1. Existing Debt Service



# Existing Debt Service – General Fund

## City of Forest Park

Series Name: Issuer: Source: Rate: Issued: Callable: Maturity:	Revenue Bonds, Series 2021 (Capital Projects)			Taxable Revenue Bond, Series 2023A			Taxable Revenue Bond, Series 2023B			AGGREGATE (General Fund)		
	URA General Fund			DDA General Fund			DDA General Fund					
	2.55%			4.85%			5.90%					
	5/5/2021			3/23/2023			9/20/2023					
	5/5/2026 (5-Year Par Call)			3/23/2028 (5-Year Par Call)			9/20/2027 (4-Year Par Call)					
	3/1/2036			3/1/2035			3/1/2038					
Year	Principal	Interest	D/S	Principal	Interest	D/S	Principal	Interest	D/S	Principal	Interest	D/S
6/30/2026	1,400,000	694,620	<b>2,094,620</b>	495,000	299,730	<b>794,730</b>	210,000	232,460	<b>442,460</b>	2,105,000	1,226,810	<b>3,331,810</b>
6/30/2027	1,435,000	658,920	<b>2,093,920</b>	520,000	275,723	<b>795,723</b>	225,000	220,070	<b>445,070</b>	2,180,000	1,154,713	<b>3,334,713</b>
6/30/2028	1,470,000	622,328	<b>2,092,328</b>	545,000	250,503	<b>795,503</b>	235,000	206,795	<b>441,795</b>	2,250,000	1,079,625	<b>3,329,625</b>
6/30/2029	1,505,000	584,843	<b>2,089,843</b>	570,000	224,070	<b>794,070</b>	250,000	192,930	<b>442,930</b>	2,325,000	1,001,843	<b>3,326,843</b>
6/30/2030	1,545,000	546,465	<b>2,091,465</b>	600,000	196,425	<b>796,425</b>	265,000	178,180	<b>443,180</b>	2,410,000	921,070	<b>3,331,070</b>
6/30/2031	1,585,000	507,068	<b>2,092,068</b>	625,000	167,325	<b>792,325</b>	280,000	162,545	<b>442,545</b>	2,490,000	836,938	<b>3,326,938</b>
6/30/2032	1,625,000	466,650	<b>2,091,650</b>	655,000	137,013	<b>792,013</b>	295,000	146,025	<b>441,025</b>	2,575,000	749,688	<b>3,324,688</b>
6/30/2033	1,665,000	425,213	<b>2,090,213</b>	690,000	105,245	<b>795,245</b>	315,000	128,620	<b>443,620</b>	2,670,000	659,078	<b>3,329,078</b>
6/30/2034	1,710,000	382,755	<b>2,092,755</b>	725,000	71,780	<b>796,780</b>	330,000	110,035	<b>440,035</b>	2,765,000	564,570	<b>3,329,570</b>
6/30/2035	1,755,000	339,150	<b>2,094,150</b>	755,000	36,618	<b>791,618</b>	350,000	90,565	<b>440,565</b>	2,860,000	466,333	<b>3,326,333</b>
6/30/2036	11,545,000	294,398	<b>11,839,398</b>	-	-	-	370,000	69,915	<b>439,915</b>	11,915,000	364,313	<b>12,279,313</b>
6/30/2037	-	-	-	-	-	-	395,000	48,085	<b>443,085</b>	395,000	48,085	<b>443,085</b>
6/30/2038	-	-	-	-	-	-	420,000	24,780	<b>444,780</b>	420,000	24,780	<b>444,780</b>
6/30/2039	-	-	-	-	-	-	-	-	-	-	-	-
Totals	27,240,000	5,522,408	<b>32,762,408</b>	6,180,000	1,764,430	<b>7,944,430</b>	3,940,000	1,811,005	<b>5,751,005</b>	37,360,000	9,097,843	<b>46,457,843</b>

# Proposed Series 2025 Plan of Finance

## City Center Project & Partial Refunding of Series 2021

Series Name:	Revenue Bonds, Series 2021 (Capital Projects)			Taxable Revenue Bond, Series 2023A			Taxable Revenue Bond, Series 2023B			AGGREGATE (General Fund)		
Issuer:	URA			DDA			DDA					
Source:	General Fund			General Fund			General Fund					
Rate:	2.55%			4.85%			5.90%					
Issued:	5/5/2021			3/23/2023			9/20/2023					
Callable:	5/5/2026 (5-Year Par Call)			3/23/2028 (5-Year Par Call)			9/20/2027 (4-Year Par Call)					
Maturity:	3/1/2036			3/1/2035			3/1/2038					
Year	Principal	Interest	D/S	Principal	Interest	D/S	Principal	Interest	D/S	Principal	Interest	D/S
6/30/2026	1,400,000	694,620	<b>2,094,620</b>	495,000	299,730	<b>794,730</b>	210,000	232,460	<b>442,460</b>	2,105,000	1,226,810	<b>3,331,810</b>
6/30/2027	1,435,000	658,920	<b>2,093,920</b>	520,000	275,723	<b>795,723</b>	225,000	220,070	<b>445,070</b>	2,180,000	1,154,713	<b>3,334,713</b>
6/30/2028	1,470,000	622,328	<b>2,092,328</b>	545,000	250,503	<b>795,503</b>	235,000	206,795	<b>441,795</b>	2,250,000	1,079,625	<b>3,329,625</b>
6/30/2029	1,505,000	584,843	<b>2,089,843</b>	570,000	224,070	<b>794,070</b>	250,000	192,930	<b>442,930</b>	2,325,000	1,001,843	<b>3,326,843</b>
6/30/2030	1,545,000	546,465	<b>2,091,465</b>	600,000	196,425	<b>796,425</b>	265,000	178,180	<b>443,180</b>	2,410,000	921,070	<b>3,331,070</b>
6/30/2031	1,585,000	507,068	<b>2,092,068</b>	625,000	167,325	<b>792,325</b>	280,000	162,545	<b>442,545</b>	2,490,000	836,938	<b>3,326,938</b>
6/30/2032	1,625,000	466,650	<b>2,091,650</b>	655,000	137,013	<b>792,013</b>	295,000	146,025	<b>441,025</b>	2,575,000	749,688	<b>3,324,688</b>
6/30/2033	1,665,000	425,213	<b>2,090,213</b>	690,000	105,245	<b>795,245</b>	315,000	128,620	<b>443,620</b>	2,670,000	659,078	<b>3,329,078</b>
6/30/2034	1,710,000	382,755	<b>2,092,755</b>	725,000	71,780	<b>796,780</b>	330,000	110,035	<b>440,035</b>	2,765,000	564,570	<b>3,329,570</b>
6/30/2035	1,755,000	339,150	<b>2,094,150</b>	755,000	36,618	<b>791,618</b>	350,000	90,565	<b>440,565</b>	2,860,000	466,333	<b>3,326,333</b>
6/30/2036	11,545,000	294,398	<b>11,839,398</b>	-	-	-	370,000	69,915	<b>439,915</b>	11,915,000	364,313	<b>12,279,313</b>
6/30/2037	-	-	-	-	-	-	395,000	48,085	<b>443,085</b>	395,000	48,085	<b>443,085</b>
6/30/2038	-	-	-	-	-	-	420,000	24,780	<b>444,780</b>	420,000	24,780	<b>444,780</b>
6/30/2039	-	-	-	-	-	-	-	-	-	-	-	-
Totals	27,240,000	5,522,408	<b>32,762,408</b>	6,180,000	1,764,430	<b>7,944,430</b>	3,940,000	1,811,005	<b>5,751,005</b>	37,360,000	9,097,843	<b>46,457,843</b>

### Notes:

- The 2025 City Center Project financing will be structured around the Series 2021 Revenue bonds such that, when combined, annual debt service between the two financings is level.
  - The \$11,545,000 bullet maturity will be restructured as part of the City Center Project funding.
  - Existing annual debt service on the 2021 financing is approx. \$3.33 million, not inclusive of the 2036 bullet maturity.
  - Existing annual debt service payable from the general fund totals approx. \$3.33 million, not inclusive of the 2036 bullet maturity.



## 2. City Center Project Budget



# Updated Project Budget

## Notes:

- Project budget amount changed to \$104 million.

## 3. Series 2025: Sources & Uses of Funds



# Series 2025: Sources & Uses of Funds

## City Center Project & Partial Refunding of Series 2021

	Revenue Bond, Series 2025A (City Center Project)	Revenue Refunding Bond, Series 2025B	TOTAL
<b>SOURCES OF FUNDS</b>			
<u>Bond Proceeds:</u>			
Par Amount	62,335,000	11,955,000	<b>74,290,000</b>
<u>Cash Contributions:</u>			
Series 2021 Bond Account (GA Fund 1)	29,675,000	-	<b>29,675,000</b>
2021 SPLOST Account	11,500,000	-	<b>11,500,000</b>
TAD Account	850,000	-	<b>850,000</b>
RESTRICTED Police Funds	1,200,000	-	<b>1,200,000</b>
Subtotal	43,225,000	-	<b>43,225,000</b>
<b>TOTAL SOURCES</b>	<b>105,560,000</b>	<b>11,955,000</b>	<b>117,515,000</b>
<b>USES OF FUNDS</b>			
<u>Project Fund:</u>			
Deposit	104,000,000	-	<b>104,000,000</b>
<u>Refunding Escrow:</u>			
Cash Deposit	-	11,654,581	<b>11,654,581</b>
<u>Other:</u>			
Cost of Issuance	1,558,375	298,875	<b>1,857,250</b>
Additional Proceeds	1,625	1,544	<b>3,169</b>
Subtotal	1,560,000	300,419	<b>1,860,419</b>
<b>TOTAL USES</b>	<b>105,560,000</b>	<b>11,955,000</b>	<b>117,515,000</b>

### Notes:

- Total cash contributions of \$43,225,000.
- Total project budget estimate of \$104,000,000 as of 7/15/2025.
- Refunding of \$11,545,000 Series 2021 bullet maturity.
- 2.5% estimated cost of issuance.
- Impact of SPLOST cashflows illustrated in following section.

## 4. Series 2025: Debt Service & Cashflow



# Series 2025: 20-Year Scenario Debt Service

Series Name:	Proposed Revenue Bond, Series 2025A (City Center Project)			Proposed Revenue Refunding Bond, Series 2025B (2021 Bond Restructure)			Unrefunded Revenue Bonds, Series 2021 (Capital Projects)			20-Year Scenario COMBINED DEBT SERVICE 2021 & 2025 Financings		
Source:	General Fund + 70% SPLOST			General Fund + 70% SPLOST			General Fund					
Rate:	Estimated 4.75%			Estimated 4.75%			2.55%					
Call:	Estimated 3/1/2030			Estimated 3/1/2030			3/1/2026					
Year	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
6/30/2026	400,000	1,858,795	2,258,795	-	356,491	356,491	1,400,000	400,223	1,800,223	1,800,000	2,615,509	4,415,509
6/30/2027	1,730,000	2,941,913	4,671,913	-	567,863	567,863	1,435,000	364,523	1,799,523	3,165,000	3,874,298	7,039,298
6/30/2028	1,810,000	2,859,738	4,669,738	-	567,863	567,863	1,470,000	327,930	1,797,930	3,280,000	3,755,530	7,035,530
6/30/2029	1,900,000	2,773,763	4,673,763	-	567,863	567,863	1,505,000	290,445	1,795,445	3,405,000	3,632,070	7,037,070
6/30/2030	1,990,000	2,683,513	4,673,513	-	567,863	567,863	1,545,000	252,068	1,797,068	3,535,000	3,503,443	7,038,443
6/30/2031	2,085,000	2,588,988	4,673,988	-	567,863	567,863	1,585,000	212,670	1,797,670	3,670,000	3,369,520	7,039,520
6/30/2032	2,180,000	2,489,950	4,669,950	-	567,863	567,863	1,625,000	172,253	1,797,253	3,805,000	3,230,065	7,035,065
6/30/2033	2,285,000	2,386,400	4,671,400	-	567,863	567,863	1,665,000	130,815	1,795,815	3,950,000	3,085,078	7,035,078
6/30/2034	2,395,000	2,277,863	4,672,863	-	567,863	567,863	1,710,000	88,358	1,798,358	4,105,000	2,934,083	7,039,083
6/30/2035	2,505,000	2,164,100	4,669,100	-	567,863	567,863	1,755,000	44,753	1,799,753	4,260,000	2,776,715	7,036,715
6/30/2036	3,465,000	2,045,113	5,510,113	960,000	567,863	1,527,863				4,425,000	2,612,975	7,037,975
6/30/2037	3,630,000	1,880,525	5,510,525	1,005,000	522,263	1,527,263				4,635,000	2,402,788	7,037,788
6/30/2038	3,800,000	1,708,100	5,508,100	1,055,000	474,525	1,529,525				4,855,000	2,182,625	7,037,625
6/30/2039	3,980,000	1,527,600	5,507,600	1,105,000	424,413	1,529,413				5,085,000	1,952,013	7,037,013
6/30/2040	4,165,000	1,338,550	5,503,550	1,160,000	371,925	1,531,925				5,325,000	1,710,475	7,035,475
6/30/2041	4,365,000	1,140,713	5,505,713	1,215,000	316,825	1,531,825				5,580,000	1,457,538	7,037,538
6/30/2042	4,575,000	933,375	5,508,375	1,270,000	259,113	1,529,113				5,845,000	1,192,488	7,037,488
6/30/2043	4,795,000	716,063	5,511,063	1,330,000	198,788	1,528,788				6,125,000	914,850	7,039,850
6/30/2044	5,020,000	488,300	5,508,300	1,395,000	135,613	1,530,613				6,415,000	623,913	7,038,913
6/30/2045	5,260,000	249,850	5,509,850	1,460,000	69,350	1,529,350				6,720,000	319,200	7,039,200
Totals	62,335,000	37,053,208	99,388,208	11,955,000	8,807,929	20,762,929	15,695,000	2,284,035	17,979,035	89,985,000	48,145,172	138,130,172

## Notes:

- 20-Year Scenario: When combined, annual debt service totals approximately \$7.04 million.
- Impact of SPLOST & 20-year 2025 financing to General Fund debt service illustrated on the following slide.

# Series 2025: 20-Year Scenario Cashflow

(70% Projected SPLOST)

Year	"As-Is" General Fund Debt Service			20-Year Scenario - General Fund Debt Service						
	URA Series 2021 Existing	DDA Series 2023AB Existing	COMBINED DEBT SERVICE Payable from General Fund	Series 2025A \$104MM Capital Projects	Series 2025B 2021 Bond Restructure	URA Series 2021 Unrefunded Portion	DDA Series 2023AB Existing	COMBINED DEBT SERVICE Payable from General Fund	70% Projected SPLOST Revenue Updated 7/22	Remaining Debt Service Payable from General Fund
	D/S	D/S	Total D/S	D/S	D/S	D/S	D/S	Total D/S	Less:	Net D/S
6/30/2026	2,094,620	1,237,190	3,331,810	2,258,795	356,491	1,800,223	1,237,190	5,652,699	4,642,322	1,010,377
6/30/2027	2,093,920	1,240,793	3,334,713	4,671,913	567,863	1,799,523	1,240,793	8,280,090	4,642,322	3,637,768
6/30/2028	2,092,328	1,237,298	3,329,625	4,669,738	567,863	1,797,930	1,237,298	8,272,828	4,642,322	3,630,505
6/30/2029	2,089,843	1,237,000	3,326,843	4,673,763	567,863	1,795,445	1,237,000	8,274,070	4,642,322	3,631,748
6/30/2030	2,091,465	1,239,605	3,331,070	4,673,513	567,863	1,797,068	1,239,605	8,278,048	4,642,322	3,635,725
6/30/2031	2,092,068	1,234,870	3,326,938	4,673,988	567,863	1,797,670	1,234,870	8,274,390	4,642,322	3,632,068
6/30/2032	2,091,650	1,233,038	3,324,688	4,669,950	567,863	1,797,253	1,233,038	8,268,103	-	8,268,103
6/30/2033	2,090,213	1,238,865	3,329,078	4,671,400	567,863	1,795,815	1,238,865	8,273,943	-	8,273,943
6/30/2034	2,092,755	1,236,815	3,329,570	4,672,863	567,863	1,798,358	1,236,815	8,275,898	-	8,275,898
6/30/2035	2,094,150	1,232,183	3,326,333	4,669,100	567,863	1,799,753	1,232,183	8,268,898	-	8,268,898
6/30/2036	11,839,398	439,915	12,279,313	5,510,113	1,527,863	-	439,915	7,477,890	-	7,477,890
6/30/2037	-	443,085	443,085	5,510,525	1,527,263	-	443,085	7,480,873	-	7,480,873
6/30/2038	-	444,780	444,780	5,508,100	1,529,525	-	444,780	7,482,405	-	7,482,405
6/30/2039	-	-	-	5,507,600	1,529,413	-	-	7,037,013	-	7,037,013
6/30/2040	-	-	-	5,503,550	1,531,925	-	-	7,035,475	-	7,035,475
6/30/2041	-	-	-	5,505,713	1,531,825	-	-	7,037,538	-	7,037,538
6/30/2042	-	-	-	5,508,375	1,529,113	-	-	7,037,488	-	7,037,488
6/30/2043	-	-	-	5,511,063	1,528,788	-	-	7,039,850	-	7,039,850
6/30/2044	-	-	-	5,508,300	1,530,613	-	-	7,038,913	-	7,038,913
6/30/2045	-	-	-	5,509,850	1,529,350	-	-	7,039,200	-	7,039,200
6/30/2046	-	-	-	-	-	-	-	-	-	-
6/30/2047	-	-	-	-	-	-	-	-	-	-
6/30/2048	-	-	-	-	-	-	-	-	-	-
6/30/2049	-	-	-	-	-	-	-	-	-	-
6/30/2050	-	-	-	-	-	-	-	-	-	-
Totals	32,762,408	13,695,435	46,457,843	99,388,208	20,762,929	17,979,035	13,695,435	151,825,607	27,853,935	123,971,672
Averages	2,978,401	1,053,495	3,573,680	4,969,410	1,038,146	1,797,904	1,053,495	7,591,280	4,642,322	6,198,584
Key:	A	B	C = A+B	D	E	F	G	H = D+E+F+G	I	J = H-I



# Series 2025: 25-Year Scenario Debt Service

Series Name:	Proposed Revenue Bond, Series 2025A (City Center Project)			Proposed Revenue Refunding Bond, Series 2025B (2021 Bond Restructure)			Unrefunded Revenue Bonds, Series 2021 (Capital Projects)			25-Year Scenario COMBINED DEBT SERVICE 2021 & 2025 Financings		
Source:	General Fund + 70% SPLOST			General Fund + 70% SPLOST			General Fund					
Rate:	Estimated 4.75%			Estimated 4.75%			2.55%					
Call:	Estimated 3/1/2030			Estimated 3/1/2030			3/1/2026					
Year	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
6/30/2026	-	1,858,795	1,858,795	-	356,491	356,491	1,400,000	400,223	1,800,223	1,400,000	2,615,509	4,015,509
6/30/2027	840,000	2,960,913	3,800,913	-	567,863	567,863	1,435,000	364,523	1,799,523	2,275,000	3,893,298	6,168,298
6/30/2028	880,000	2,921,013	3,801,013	-	567,863	567,863	1,470,000	327,930	1,797,930	2,350,000	3,816,805	6,166,805
6/30/2029	925,000	2,879,213	3,804,213	-	567,863	567,863	1,505,000	290,445	1,795,445	2,430,000	3,737,520	6,167,520
6/30/2030	965,000	2,835,275	3,800,275	-	567,863	567,863	1,545,000	252,068	1,797,068	2,510,000	3,655,205	6,165,205
6/30/2031	1,015,000	2,789,438	3,804,438	-	567,863	567,863	1,585,000	212,670	1,797,670	2,600,000	3,569,970	6,169,970
6/30/2032	1,060,000	2,741,225	3,801,225	-	567,863	567,863	1,625,000	172,253	1,797,253	2,685,000	3,481,340	6,166,340
6/30/2033	1,115,000	2,690,875	3,805,875	-	567,863	567,863	1,665,000	130,815	1,795,815	2,780,000	3,389,553	6,169,553
6/30/2034	1,165,000	2,637,913	3,802,913	-	567,863	567,863	1,710,000	88,358	1,798,358	2,875,000	3,294,133	6,169,133
6/30/2035	1,215,000	2,582,575	3,797,575	-	567,863	567,863	1,755,000	44,753	1,799,753	2,970,000	3,195,190	6,165,190
6/30/2036	2,510,000	2,524,863	5,034,863	565,000	567,863	1,132,863				3,075,000	3,092,725	6,167,725
6/30/2037	2,630,000	2,405,638	5,035,638	590,000	541,025	1,131,025				3,220,000	2,946,663	6,166,663
6/30/2038	2,755,000	2,280,713	5,035,713	620,000	513,000	1,133,000				3,375,000	2,793,713	6,168,713
6/30/2039	2,885,000	2,149,850	5,034,850	650,000	483,550	1,133,550				3,535,000	2,633,400	6,168,400
6/30/2040	3,020,000	2,012,813	5,032,813	680,000	452,675	1,132,675				3,700,000	2,465,488	6,165,488
6/30/2041	3,170,000	1,869,363	5,039,363	710,000	420,375	1,130,375				3,880,000	2,289,738	6,169,738
6/30/2042	3,315,000	1,718,788	5,033,788	745,000	386,650	1,131,650				4,060,000	2,105,438	6,165,438
6/30/2043	3,475,000	1,561,325	5,036,325	780,000	351,263	1,131,263				4,255,000	1,912,588	6,167,588
6/30/2044	3,635,000	1,396,263	5,031,263	820,000	314,213	1,134,213				4,455,000	1,710,475	6,165,475
6/30/2045	3,810,000	1,223,600	5,033,600	860,000	275,263	1,135,263				4,670,000	1,498,863	6,168,863
6/30/2046	3,990,000	1,042,625	5,032,625	900,000	234,413	1,134,413				4,890,000	1,277,038	6,167,038
6/30/2047	4,185,000	853,100	5,038,100	940,000	191,663	1,131,663				5,125,000	1,044,763	6,169,763
6/30/2048	4,380,000	654,313	5,034,313	985,000	147,013	1,132,013				5,365,000	801,325	6,166,325
6/30/2049	4,590,000	446,263	5,036,263	1,030,000	100,225	1,130,225				5,620,000	546,488	6,166,488
6/30/2050	4,805,000	228,238	5,033,238	1,080,000	51,300	1,131,300				5,885,000	279,538	6,164,538
Totals	62,335,000	49,264,983	111,599,983	11,955,000	10,497,741	22,452,741	15,695,000	2,284,035	17,979,035	89,985,000	62,046,759	152,031,759

## Notes:

- 25-Year Scenario: When combined, annual debt service totals approximately \$6.17 million.
- Impact of SPLOST & 25-year 2025 financing to General Fund debt service illustrated on the following slide.

Preliminary, for discussion purposes only. Subject to change.

# Series 2025: 25-Year Scenario Cashflow

(70% Projected SPLOST)

	"As-Is" General Fund Debt Service			25-Year Scenario - General Fund Debt Service						
	URA Series 2021 Existing	DDA Series 2023AB Existing	COMBINED DEBT SERVICE Payable from General Fund	Series 2025A \$104MM Capital Projects	Series 2025B 2021 Bond Restructure	URA Series 2021 Unrefunded Portion	DDA Series 2023AB Existing	COMBINED DEBT SERVICE Payable from General Fund	70% Projected SPLOST Revenue Updated 7/22	Remaining Debt Service Payable from General Fund
Year	D/S	D/S	Total D/S	D/S	D/S	D/S	D/S	Total D/S	Less:	Net D/S
6/30/2026	2,094,620	1,237,190	3,331,810	1,858,795	356,491	1,800,223	1,237,190	5,252,699	4,642,322	610,377
6/30/2027	2,093,920	1,240,793	3,334,713	3,800,913	567,863	1,799,523	1,240,793	7,409,090	4,642,322	2,766,768
6/30/2028	2,092,328	1,237,298	3,329,625	3,801,013	567,863	1,797,930	1,237,298	7,404,103	4,642,322	2,761,780
6/30/2029	2,089,843	1,237,000	3,326,843	3,804,213	567,863	1,795,445	1,237,000	7,404,520	4,642,322	2,762,198
6/30/2030	2,091,465	1,239,605	3,331,070	3,800,275	567,863	1,797,068	1,239,605	7,404,810	4,642,322	2,762,488
6/30/2031	2,092,068	1,234,870	3,326,938	3,804,438	567,863	1,797,670	1,234,870	7,404,840	4,642,322	2,762,518
6/30/2032	2,091,650	1,233,038	3,324,688	3,801,225	567,863	1,797,253	1,233,038	7,399,378	-	7,399,378
6/30/2033	2,090,213	1,238,865	3,329,078	3,805,875	567,863	1,795,815	1,238,865	7,408,418	-	7,408,418
6/30/2034	2,092,755	1,236,815	3,329,570	3,802,913	567,863	1,798,358	1,236,815	7,405,948	-	7,405,948
6/30/2035	2,094,150	1,232,183	3,326,333	3,797,575	567,863	1,799,753	1,232,183	7,397,373	-	7,397,373
6/30/2036	11,839,398	439,915	12,279,313	5,034,863	1,132,863	-	439,915	6,607,640	-	6,607,640
6/30/2037	-	443,085	443,085	5,035,638	1,131,025	-	443,085	6,609,748	-	6,609,748
6/30/2038	-	444,780	444,780	5,035,713	1,133,000	-	444,780	6,613,493	-	6,613,493
6/30/2039	-	-	-	5,034,850	1,133,550	-	-	6,168,400	-	6,168,400
6/30/2040	-	-	-	5,032,813	1,132,675	-	-	6,165,488	-	6,165,488
6/30/2041	-	-	-	5,039,363	1,130,375	-	-	6,169,738	-	6,169,738
6/30/2042	-	-	-	5,033,788	1,131,650	-	-	6,165,438	-	6,165,438
6/30/2043	-	-	-	5,036,325	1,131,263	-	-	6,167,588	-	6,167,588
6/30/2044	-	-	-	5,031,263	1,134,213	-	-	6,165,475	-	6,165,475
6/30/2045	-	-	-	5,033,600	1,135,263	-	-	6,168,863	-	6,168,863
6/30/2046	-	-	-	5,032,625	1,134,413	-	-	6,167,038	-	6,167,038
6/30/2047	-	-	-	5,038,100	1,131,663	-	-	6,169,763	-	6,169,763
6/30/2048	-	-	-	5,034,313	1,132,013	-	-	6,166,325	-	6,166,325
6/30/2049	-	-	-	5,036,263	1,130,225	-	-	6,166,488	-	6,166,488
6/30/2050	-	-	-	5,033,238	1,131,300	-	-	6,164,538	-	6,164,538
Totals	32,762,408	13,695,435	46,457,843	111,599,983	22,452,741	17,979,035	13,695,435	165,727,194	27,853,935	137,873,260
Averages	2,978,401	1,053,495	3,573,680	4,463,999	898,110	1,797,904	1,053,495	6,629,088	4,642,322	5,514,930
Key:	A	B	C = A+B	D	E	F	G	H = D+E+F+G	I	J = H-I

## 5. Millage Sensitivity Analysis



City of Forest Park, GA

Sales Tax Collections &amp; Net Digest Growth vs. Millage Rate

By Financial Advisor Ed Wall &amp; Spencer Sane 2025.07.29

Historical Table	6/30/2021 Actual	6/30/2022 Actual	6/30/2023 Actual	6/30/2024 Actual	6/30/2025 Actual	5-Year Averages
<b>LOCAL OPTION SALES TAX</b>						
Local Option Sales Tax Collections <sup>1</sup>	\$6,280,595	\$6,967,077	\$7,713,799	\$8,113,854	\$7,725,384	\$7,360,142
Local Option Sales Tax Collection Growth <sup>2</sup>		10.93%	10.72%	5.19%	-4.79%	5.51%
<b>PROPERTY TAX</b>						
Net M&O Digest Value	\$808,437,525	\$755,091,151	\$849,819,183	\$1,051,487,769	\$1,097,897,811	\$912,546,688
Millage Rate	16.743	16.743	16.743	16.743	16.743	16.743
Property Taxes Levied	\$13,535,669	\$12,642,491	\$14,228,523	\$17,605,060	\$18,382,103	\$15,278,769
Net Digest Growth <sup>3</sup>		-6.60%	12.55%	23.73%	4.41%	8.52%
Real Property <sup>1</sup>	\$5,092,031	\$5,346,974	\$6,511,912	\$7,884,314	\$8,597,801	\$6,686,607
Personal Property <sup>1</sup>	\$4,314,032	\$4,321,656	\$5,243,774	\$5,404,892	\$6,325,927	\$5,122,056
Utilities <sup>1</sup>	\$1,823,281	\$2,391,361	\$2,343,315	\$2,139,951	\$2,087,798	\$2,157,141
<b>Property Tax Collections</b>	<b>\$11,229,344</b>	<b>\$12,059,992</b>	<b>\$14,099,001</b>	<b>\$15,429,157</b>	<b>\$17,011,525</b>	<b>\$13,965,804</b>
Collection Rate of Property Taxes Levied <sup>4</sup>	82.96%	95.39%	99.09%	87.64%	92.54%	91.53%
<b>Total LOST &amp; Property Tax Collections<sup>4</sup></b>	<b>\$17,509,939</b>	<b>\$19,027,068</b>	<b>\$21,812,800</b>	<b>\$23,543,010</b>	<b>\$24,736,910</b>	<b>\$21,325,946</b>

Notes:<sup>1</sup> Source: Relative Balances Report.<sup>2,3,4</sup> See notes on following page.

City of Forest Park, GA

Sales Tax Collections &amp; Net Digest Growth vs. Millage Rate

By Financial Advisor Ed Wall &amp; Spencer Sane 2025.07.29

Millage Rate Sensitivity Analysis		Growth/Projection Assumptions	6/30/2026 Projected	6/30/2027 Projected	6/30/2028 Projected	6/30/2029 Projected	6/30/2030 Projected
<b>LOCAL OPTION SALES TAX COLLECTIONS</b>							
1. Local Option Sales Tax Collections at 5% Growth <sup>2</sup>		5.00%	\$8,111,654	\$8,517,236	\$8,943,098	\$9,390,253	\$9,859,766
2. Local Option Sales Tax Collections at 0% Growth		-	\$7,725,384	\$7,725,384	\$7,725,384	\$7,725,384	\$7,725,384
3. Local Option Sales Tax Collections at -5% Growth		-5.00%	\$7,339,115	\$6,972,159	\$6,623,551	\$6,292,374	\$5,977,755
<b>NET M&amp;O DIGEST VALUE</b>							
a. Net Digest at 5% Growth <sup>3</sup>		5.00%	\$1,152,792,702	\$1,210,432,337	\$1,270,953,953	\$1,334,501,651	\$1,401,226,734
b. Net Digest at 0% Growth		-	\$1,097,897,811	\$1,097,897,811	\$1,097,897,811	\$1,097,897,811	\$1,097,897,811
c. Net Digest at -5% Growth		-5.00%	\$1,043,002,920	\$990,852,774	\$941,310,136	\$894,244,629	\$849,532,397
<b>CONSTANTS</b>							
Collection Rate of Property Taxes Levied <sup>4</sup>		92.54%					
General Fund Revenue Requirement <sup>4</sup>		\$24,736,910					
<b>IMPACT TO MILLAGE RATE (MILLS)</b>							
<b>1. Local Option Sales Tax Collections at 5% Growth</b>							
a. Net Digest at 5% Growth			-1.159	-2.264	-3.315	-4.317	-5.270
b. Net Digest at 0% Growth			-0.380	-0.779	-1.198	-1.639	-2.101
c. Net Digest at -5% Growth			+0.481	+0.945	+1.387	+1.801	+2.180
<b>2. Local Option Sales Tax Collections at 0% Growth</b>							
a. Net Digest at 5% Growth			-0.797	-1.557	-2.280	-2.968	-3.624
b. Net Digest at 0% Growth	BASELINE SCENARIO (NO GROWTH)		-	-	-	-	-
c. Net Digest at -5% Growth			+0.881	+1.809	+2.785	+3.813	+4.895
<b>3. Local Option Sales Tax Collections at -5% Growth</b>							
a. Net Digest at 5% Growth			-0.435	-0.884	-1.343	-1.808	-2.277
b. Net Digest at 0% Growth			+0.380	+0.741	+1.084	+1.410	+1.720
c. Net Digest at -5% Growth			+1.281	+2.630	+4.050	+5.545	+7.118

Notes:<sup>2</sup> 5-Year average growth is 5.51%, projected at 5% (maximum).<sup>3</sup> 5-Year average growth is 8.52%, projected at 5% (maximum)<sup>4</sup> Projected as constant at 6/30/2025 value of Total LOST & Property Tax Collections.

Millage Rate Sensitivity Analysis		Growth/Projection Assumptions	6/30/2026 Projected	6/30/2027 Projected	6/30/2028 Projected	6/30/2029 Projected	6/30/2030 Projected
LOCAL OPTION SALES TAX COLLECTIONS							
1. Local Option Sales Tax Collections at 5% Growth	5.00%		\$8,111,654	\$8,517,236	\$8,943,098	\$9,390,253	\$9,859,766
2. Local Option Sales Tax Collections at 0% Growth	-		\$7,725,384	\$7,725,384	\$7,725,384	\$7,725,384	\$7,725,384
3. Local Option Sales Tax Collections at -5% Growth	-5.00%		\$7,339,115	\$6,972,159	\$6,623,551	\$6,292,374	\$5,977,755
NET M&O DIGEST VALUE							
a. Net Digest at 5% Growth	5.00%		\$1,152,792,702	\$1,210,432,337	\$1,270,953,953	\$1,334,501,651	\$1,401,226,734
b. Net Digest at 0% Growth	-		\$1,097,897,811	\$1,097,897,811	\$1,097,897,811	\$1,097,897,811	\$1,097,897,811
c. Net Digest at -5% Growth	-5.00%		\$1,043,002,920	\$990,852,774	\$941,310,136	\$894,244,629	\$849,532,397
CONSTANTS							
Collection Rate of Property Taxes Levied	92.54%						
New General Fund Revenue Requirement		\$29,379,644					
IMPACT TO MILLAGE RATE (MILLS)							
1. Local Option Sales Tax Collections at 5% Growth							
a. Net Digest at 5% Growth			+3.193	+1.881	+0.632	-0.557	-1.690
b. Net Digest at 0% Growth			+4.189	+3.790	+3.371	+2.931	+2.469
c. Net Digest at -5% Growth			+5.291	+6.008	+6.717	+7.411	+8.085
2. Local Option Sales Tax Collections at 0% Growth							
a. Net Digest at 5% Growth			+3.555	+2.588	+1.667	+0.791	-0.044
b. Net Digest at 0% Growth	BASELINE SCENARIO (NO GROWTH)		+4.569	+4.569	+4.569	+4.569	+4.569
c. Net Digest at -5% Growth			+5.691	+6.872	+8.115	+9.423	+10.800
3. Local Option Sales Tax Collections at -5% Growth							
a. Net Digest at 5% Growth			+3.917	+3.260	+2.604	+1.951	+1.304
b. Net Digest at 0% Growth			+4.950	+5.311	+5.654	+5.980	+6.289
c. Net Digest at -5% Growth			+6.091	+7.693	+9.380	+11.155	+13.023

Calculation of New General Fund Revenue Requirement:

Projected Total Clayton County SPLOST Collections	\$352,791,335
Forest Park Share	11.28%
<b>Projected Total Forest Park SPLOST Share</b>	<b>\$39,794,863</b>
Annual Forest Park SPLOST Share (6 Years)	\$6,632,477

Annual SPLOST Share Allocated to 2025 Bond (70%)	\$4,642,734
Total LOST & Property Tax Collections	\$24,736,910
<b>New General Fund Revenue Requirement</b>	<b>\$29,379,644</b>

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**File Attachments for Item:**

**10. Council Approval of a Resolution Authorizing the 2026 SPLOST Project List- Finance Department**

# 2026

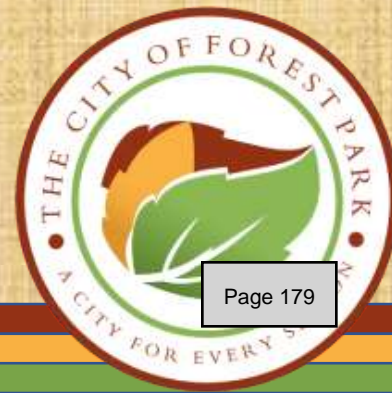
# S P L O S T



**John Wiggins**

Finance Director

470-599-8286 | [jwiggins@forestparkga.gov](mailto:jwiggins@forestparkga.gov)



# SPLOST OVERVIEW

- A **special-purpose local-option sales tax** (SPLOST) is a financing method for funding capital outlay projects in the U.S. state of Georgia. It is an optional 1% sales tax levied by any county for the purpose of funding the building of parks, schools, roads, and other public facilities.
- The SPLOST Program provides opportunity to use the sales tax dollars that nonresidents provide to ease the burden on funding from local taxpayers.

# Why SPLOST?

Item # 10.

VISION:

Public  
Safety

Infrastruc  
ture

Neighbo  
od  
Revitaliza  
tion

Economic  
Growth

ON:



# SPLOST PROJECT LIST

Item # 10.

## **SPLOST 2026 PROJECTS**

Expected  
Appropriation

### **REVENUES**

**\$39,791,335.00**

**Roads, bridges, sidewalks, and  
transportation**

\$1,193,740.05

**City facilities and equipment**

\$27,853,934.50

**Parks and Recreation**

\$8,754,093.70

**Public Safety facilities and  
equipment**

\$994,783.38

**Technology Upgrades**

\$994,783.38

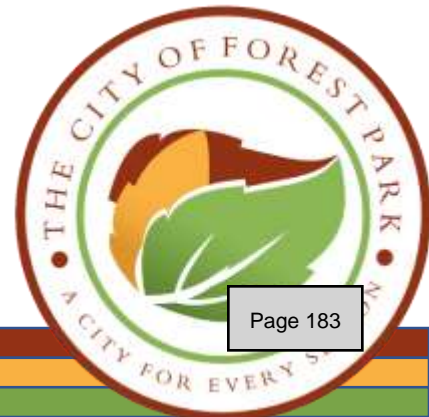
### **EXPENSES**

**\$39,791,335.00**

# Q & A

Item # 10.

# THANK YOU!



**File Attachments for Item:**

**11. Council Approval of a Resolution to create an Impact Fee Program, Capital Improvements Element, and discuss the creation of the Development Impact Fee Advisory Committee- PCD Department**





CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** Council discussion and presentation to create an impact fee program, capital improvements element and discuss the creation of the development impact fee advisory committee.

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

**Date Submitted:** July 14, 2025

**Work Session Date:** July 21, 2025

**Council Meeting Date:** July 21, 2025

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## **Background/History:**

In response to continued growth and increased demand on public infrastructure, the City is exploring the potential creation of a Development Impact Fee Program in accordance with the Georgia Development Impact Fee Act (DIFA), O.C.G.A. § 36-71-1 et seq. This program would provide a structured and legally supported method for funding capital improvements necessitated by new development, helping to ensure that growth pays for growth.

As part of this initiative, the City must prepare a Capital Improvements Element (CIE), which outlines anticipated public facility needs over a defined planning period and identifies eligible capital projects and associated costs. The CIE must be adopted as an amendment to the City's Comprehensive Plan and approved by the Georgia Department of Community Affairs (DCA).

In addition, DIFA requires the establishment of a Development Impact Fee Advisory Committee, consisting of stakeholders including representatives from the development community and the general public. This committee will play an advisory role in the development and implementation of the program, review annual reports, and make recommendations on updates to the fee schedule and project lists.

This discussion is intended to brief the Mayor and Council on the purpose and process of establishing an impact fee program, obtain direction on moving forward with preparation of the Capital Improvements Element, and consider appointment of members to the required advisory committee.

---

**Cost:** TBD

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

**Financial Impact:** TBD

---

**Action Requested from Council:** Provide participants for the development impact fee advisory committee

### **Notice of Public Hearing**

Notice is hereby given that a public hearing shall be held in the Council Chambers located in Forest Park City Hall at 745 Forest Parkway, Forest Park, Georgia on Monday, \_\_\_\_\_. 2025 at 6:00 p.m. before the Forest Park City Council regarding the potential creation of an impact fee program, including the preparation of a Capital Improvements Element, pursuant to the Georgia Development Impact Fee Act. Said public hearing will be held in accordance with Section (3)(a) of Chapter 110-12-2-.04 of the State's Development Impact Fee Compliance Requirements. Any persons wishing to learn of the process of preparing an impact fee program, which will include a Capital Improvements Element, or to provide input on needs and goals of such a program are invited to attend.



# Development Impact Fee Study *Public Hearing 1*

7.21.25

# Brief the Public on:

**Purpose**

*Public  
Hearing*

- Purpose & scope of Impact Fee Study
- Process to develop an Impact Fee Program
- Opportunities for public participation

And, receive initial public input on capital project needs\*

# Purpose

## Impact Fee Study

- Address the potential to collect a **one-time impact fee** from new development to **help pay for additional public facilities needed to serve future growth & development**
- Development Impact Fee  
Act: *can't charge more than the fair, proportionate share of the cost of public facilities*

# Scope

## *Impact Fee Study*

- **Parks** and recreation
- **Public safety** including Police, Animal Control, Fire, EMS, EMA, & E911
- **Road** Improvements



Typically,  
additional:  
Park acreage

Scope

Recreation  
components

Building area  
(sf)

Heavy vehicles

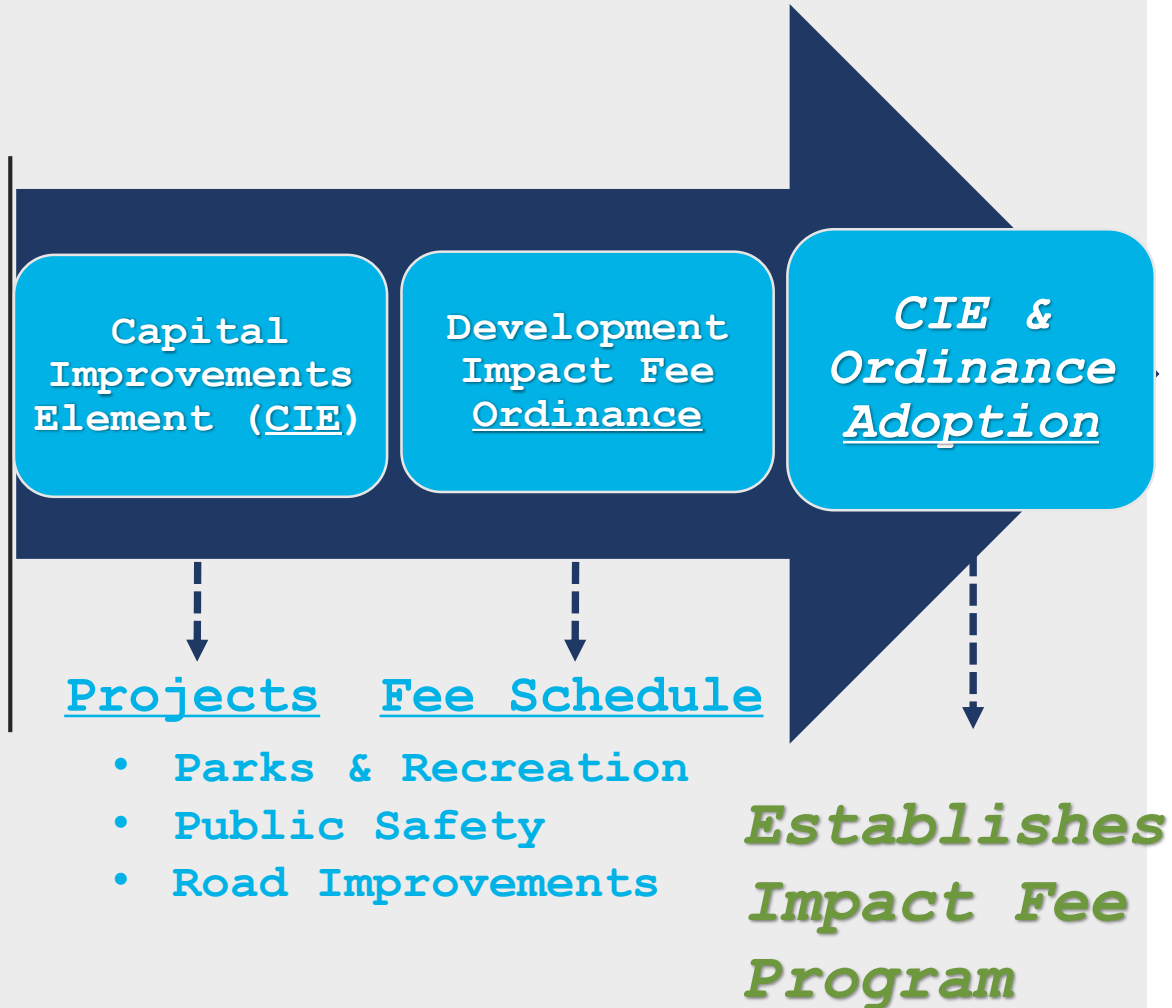
Road projects  
(capacity adding)

*Impact  
Fee Study*



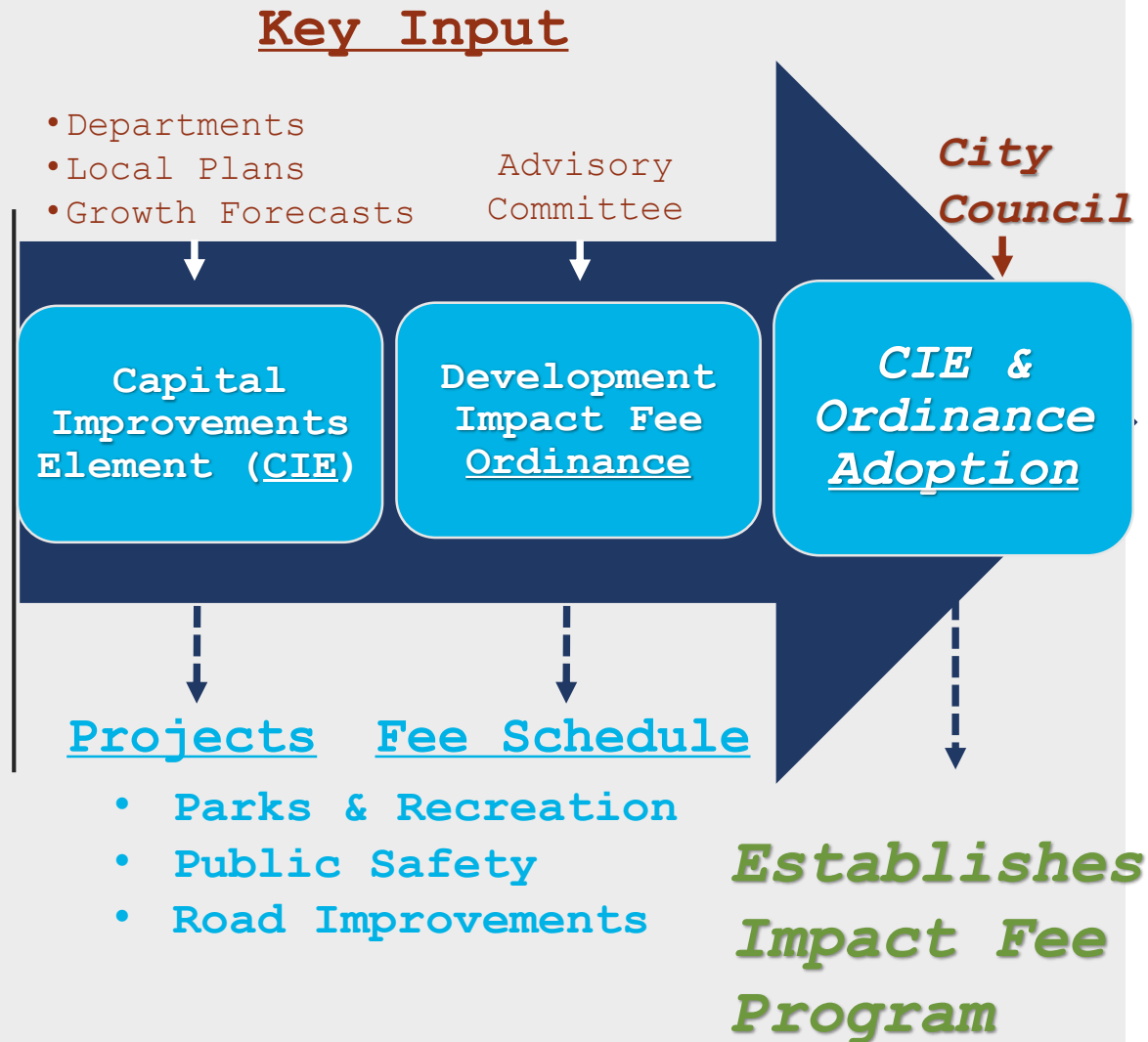
# Process

## Impact Fee Study



# Process

## Impact Fee Study



# Requirements

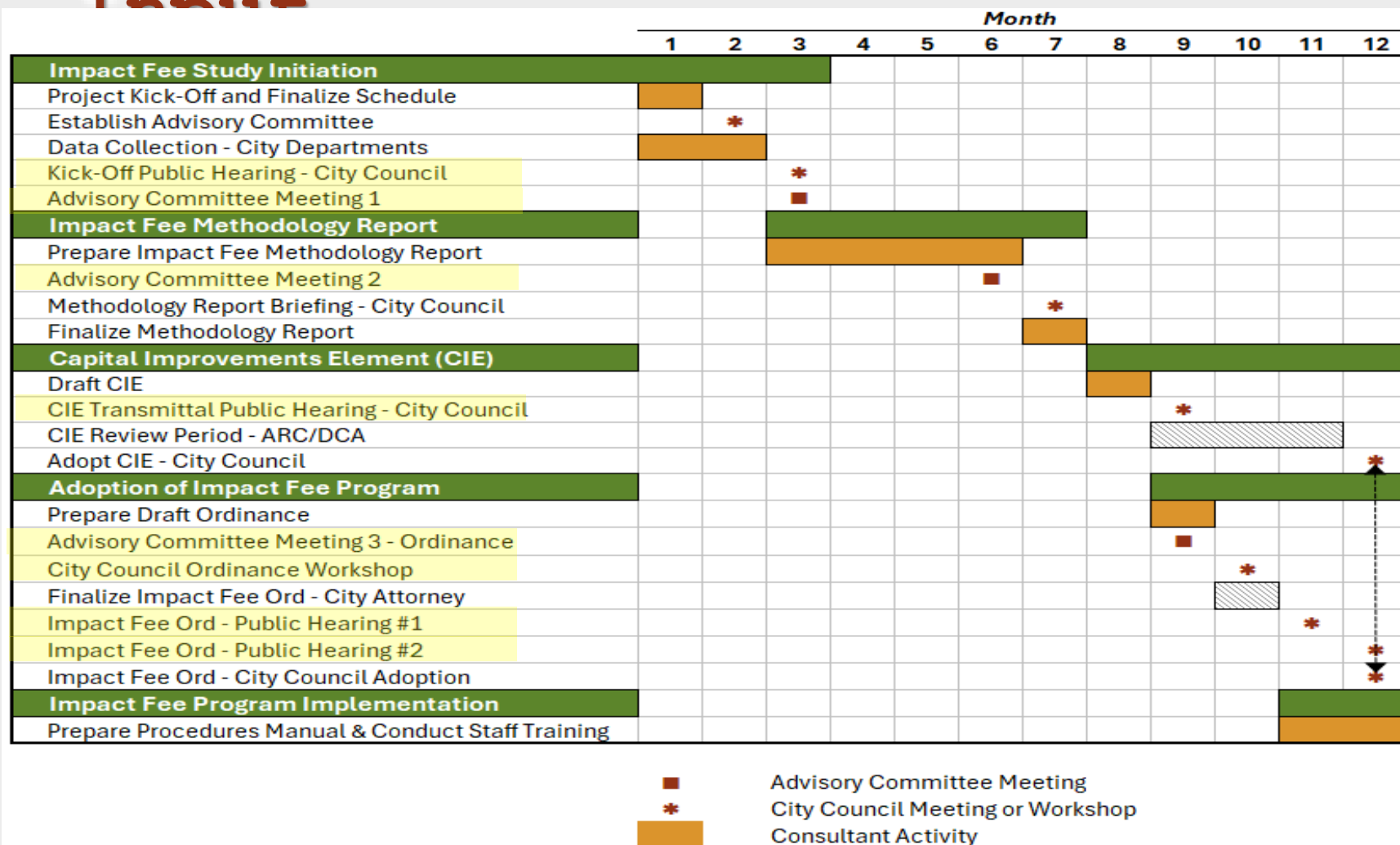
## Purpose

*Development  
Impact Fee  
Advisory  
Committee*

- Per DIFA, "...assist and advise the governing body...with regard to the adoption of a development impact fee ordinance"
- 5-10 members appointed by Council
- Min. 50% from development, building, or real estate industries
- An existing entity can serve, if above requirements are met

# Opportunities for Public

## Trust





# Development Impact Fee Study *Public Hearing 1*

7.21.25

**RESOLUTION NO. 2025-\_\_**

**A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DELORES A. GUNN, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO ESTABLISH AN IMPACT FEE PROGRAM, CAPITAL IMPROVEMENTS ELEMENT, AND THE DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE FROM THE CITY'S PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT.**

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

**WHEREAS**, in response to continued growth and increased demand on public infrastructure, the City is exploring the potential creation of a Development Impact Fee Program ("Program") in accordance with the Georgia Development Impact Fee Act ("Act"), O.C.G.A. § 36-71-1 et seq.; and

**WHEREAS**, this Program would provide a structured and legally supported method for funding capital improvements necessitated by new development, helping to ensure that growth pays for growth; and

**WHEREAS**, as part of this Program initiative, the City must prepare a Capital Improvements Element ("CIE"), which outlines anticipated public facility needs over a defined planning period and identifies eligible capital projects and associated costs; and

**WHEREAS**, the CIE must be adopted as an amendment to the City's Comprehensive Plan and approved by the Georgia Department of Community Affairs hereafter; and

**WHEREAS**, additionally, the Act requires the establishment of a Development Impact Fee Advisory Committee ("Committee") consisting of stakeholders including representatives from the development community and the public; and

**WHEREAS**, the Committee shall play an advisory role in the development and implementation of the Program, review annual reports, and make recommendations on updates to the fee schedule and project lists; and

**WHEREAS**, the Planning and Community Development Department ("Department") requests the City to establish the Program, commence CIE preparations, and consider appointments to the required Committee; and

**WHEREAS**, the approval of the Department's request is necessary to protect the welfare, health, and safety of City citizens.

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

**Section 1. Approval.** The Department's request to establish the Program, commence CIE preparations, and consider appointments to the required Committee as presented to the Mayor and City Council on August 4, 2025 is hereby approved; and

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

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

**Section 4. Attestation.** The Clerk is authorized to execute, attest to, and seal any documents necessary to effectuate this 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.

**SO RESOLVED** this 4th day of August, 2025.

**CITY OF FOREST PARK, GEORGIA**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**File Attachments for Item:**

**12. Council Approval of a Resolution Authorizing an Amphitheater Fee Waiver for the 2025 Day of Prayer Event**-Recreation and Leisure Department

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Minister Associations Day of Prayer – Recreation and Leisure Services Department

**Submitted By:** Tarik Maxwell

**Date Submitted:** 07/28/2025

**Work Session Date:** 08/04/2025

**Council Meeting Date:** 08/04/2025

### Background/History:

The Forest Park Minister Association is looking to host their annual Day of Prayer on the 20<sup>th</sup> of September in Starr Park at the amphitheater. This event will consist of prayer, worship and praise. The Minister Association is requesting to use the amphitheater at no cost.

**Cost: \$**

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

### **Financial Impact:**

No revenue would be collected

### **Action Requested from Council:**

The Recreation and Leisure Services Department is seeking approval to allow the Forest Park Minister Association to use the amphitheater in Starr Park on September 20<sup>th</sup> at no cost.

# CONTRACTS RECEIVED LESS THAN 30 DAYS BEFORE EVENT DATE WILL BE DENIED

## FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE CONTRACT

<b>Space Requested:</b> <input type="checkbox"/> Gymnasium <input type="checkbox"/> 696 Main St. <input type="checkbox"/> Senior Center <input type="checkbox"/> Pavilions <input checked="" type="checkbox"/> Amphitheater <input type="checkbox"/> Football Stadium <input type="checkbox"/> Baseball Fields	<b>Time to Enter</b> <u>12:00 Noon</u> <b>Time to Leave</b> <u>3:00 p.m.</u> <b>Day of the Week</b> <input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/> T <input checked="" type="checkbox"/> S <input type="checkbox"/> W <input type="checkbox"/> Sn <input type="checkbox"/> Th	<b>Date(s) of Use Requested:</b> <u>9/20/25</u> <b>Admission/Participation Charged?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Nature of Organization:</b> <input type="checkbox"/> Government Agency <input checked="" type="checkbox"/> Religious Group <input type="checkbox"/> Civic Group <input type="checkbox"/> Profit <input type="checkbox"/> Business <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> Other (enter Below)
<b>Name of Group or Organization:</b> <u>Forest Park Ministers Association</u> <b>Address of Group or Organization:</b> <u>1000 Main St.</u> <u>Forest Park</u> <u>GA</u> <u>30297</u> <b>City</b> <b>State</b> <b>Zip</b> <u>Dr. Kenneth Paden</u> <u>404 932-1333</u> <b>Contact Person Name</b> <b>Telephone Number</b> <b>Email:</b> <u>Kenpaden3586@gmail.com</u>		<b>Type of Activity:</b> <u>Annual Day of Prayer. There will be singing, praise dancing, instrumentalists, &amp; praying.</u>

\*\*No Facility will be rented when city offices are closed for official business unless a Forest Park representative is present during the entire rental period. \*\*

I DO HEREBY AGREE THAT I WILL BE RESPONSIBLE FOR THE PROPER USE OF THE FACILITIES INDICATED ABOVE AND AS OUTLINED IN THE

\*TERMS/CONDITIONS FOR THE USE OF FOREST PARK FACILITIES. I HAVE ENCLOSED A CERTIFICATE OF INSURANCE AS OUTLINED BELOW.

7/28/25  
**Date**

Dr. Kenneth Paden  
**Signature of Applicant**

MAKE CASHIER'S CHECK OR POSTAL MONEY ORDERS PAYABLE TO: City of Forest Park

Insurance Certificate ☒ Yes ☐ No

Applicable Facility Charges # Hours Rate Total

Facility Use	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	\$ _____	\$ _____
Maint. Staff	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	\$ _____	\$ _____
Tech Support	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	\$ _____	\$ _____
Security	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	\$ _____	\$ _____
Equipment	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	\$ _____	\$ _____

Total Due \$ \_\_\_\_\_

Prior to using the facilities, groups not directly related to the city must provide a certificate of insurance indicating liability coverage in the amount of at least one million dollars (\$1,000,000.00) per occurrence general aggregate. This certificate holder and as an additional insured for the duration of the group's use of the facility as specified above. For sports related activities the certificate must contain a statement that no "athletic participants" are excluded on the liability insurance. You may obtain this insurance from any insurance agent of your choice.

\*\*\*DO NOT SIGN BELOW THIS LINE FOR FPRLS EXECUTIVE STAFF ONLY\*\*\*

Director Signature: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Date

Application Approved ☐ Yes ☒ No

Fee Waiver ☐ Yes ☐ Reduced Fees (1/2) ☐ Full Fees

## RESOLUTION NO. 2025-\_\_

**A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DELORES A. GUNN, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO ALLOW THE FOREST PARK MINISTER ASSOCIATION TO HOST ITS ANNUAL DAY OF PRAYER IN STARR PARK AMPHITHEATER ON SEPTEMBER 20, 2025 FROM THE CITY’S RECREATION AND LEISURE SERVICES DEPARTMENT.**

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

**WHEREAS**, the Forest Park Minister Association (“Association”) hosts an annual day of prayer consisting of prayer, worship, and praise (“Day of Prayer”); and

**WHEREAS**, the City’s Recreation and Leisure Services Department (“Department”) requests the City to allow the Association to host its Day of Prayer on September 20, 2025 at the Starr Park Amphitheater at no cost; and

**WHEREAS**, the approval of this request concerning the location of the Day of Prayer is necessary to protect the welfare, health, and safety of City citizens.

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

**Section 1. Approval.** The Department’s request to allow the Association to host its Day of Prayer on September 20, 2025 at the Starr Park Amphitheater at no cost as presented to the Mayor and City Council on August 4, 2025 is hereby approved; and

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

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

**Section 4. Attestation.** The Clerk is authorized to execute, attest to, and seal any documents necessary to effectuate this 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.

**SO RESOLVED** this 4th day of August, 2025.

**CITY OF FOREST PARK, GEORGIA**

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

**ATTEST:**

\_\_\_\_\_  
*City Clerk*

(SEAL)

**APPROVED AS TO FORM:**

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