

### CITY COUNCIL WORK SESSION

Monday, December 04, 2023 at 6:00 PM Council Chambers and YouTube Livestream

Website: www.forestparkga.gov YouTube: https://bit.ly/3c28p0A Phone Number: (404) 366.4720 FOREST PARK CITY HALL

745 Forest Parkway Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

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

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

Ricky L. Clark Jr, City Manager Randi Rainey, City Clerk Mike Williams, City Attorney

### **AGENDA**

### **VIRTUAL NOTICE**

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

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

YouTube page - "City of Forest Park GA"

### CALL TO ORDER/WELCOME:

**ROLL CALL:** 

### APPROVAL OF AGENDA WITH ANY ADDITIONS / DELETIONS::

### **OLD BUSINESS:**

1. Council Discussion and Approval of Changes to IGA between City and URA-Legal

### Background/History:

This item was previously discussed at the November 6, 2023, City Council Work Session. However, it was inadvertently left off of the regular session agenda that night.

The attached intergovernmental agreement between the City and URA is the same as what previously presented and the staff recommends approval.

### **NEW BUSINESS:**

Council Discussion and Approval of a Resolution to Apply for HUD Funding through the 2024 Community Development Block Grant Program (CBDG)- Executive Offices

### **Background/History:**

On Tuesday, November 28, 2023, Clayton County Office of Grants Administration hosted its 2024 Application Workshops for the County's HUD-funded grant initiatives, which include the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) programs and Home Investment Partnership (HOME). This process was open to County Departments, Local Municipalities currently in Cooperation Agreement with Clayton County, Nonprofits groups, and local businesses serving low- and moderate income households and/or communities within Clayton County, Source: 24CFR 570.201.

The application period opened on November 29 and ends on December 14th at 4:00pm ET.

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

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

4. Council Discussion and Approval of an Agreement for three (3) additional Card Reader Purchases with Tyler Software- Finance Department

### Background/History:

With the addition of Fire Station 3, The Forest Park Police Department, in conjunction with the Department of Finance, is upgrading the Point of Sales terminals. This will provide the constituents the flexibility of an additional payment location for Court Citations. The Point-of-Sale terminals will include upgraded security features including contactless payments by card and or mobile devices. With the initial cost of \$1,587.00 for the payment terminals and the ongoing annual cost of \$540.00 for software licensing and maintenance, the upgrade will optimize the reconciliation process by having all municipal payments within one payment portal.

5. Council Discussion and Approval of a contract for Accounts Payable Automation with Tyler Software- Finance Department

### Background/History:

With the ongoing efforts to move the City of Forest Park forward with the Digitization Strategy presented within the FY23-24 Financial Budget hearing, the Department of Finance is seeking to upgrade our current Accounts Payable process. With this upgrade, the City of Forest Park will be able to pay suppliers more efficiently and securely while making the bank reconciliation process more simplified. This will increase departmental transparency by allowing the City of Forest Park to instantaneously view the status of payments in real time, streamline the day-to-day payment process all while eliminating paper from our workflow. Most importantly, this will strengthen our relationships with vendors locally and abroad.

6. Council Discussion and Approval of a request to Change the Job Title of Administrative Supervisor to Office Coordinator in the Planning & Community Development Department-Human Resources Department

### **Background/History:**

Planning and Community Development would like to modify their organizational chart by changing the job title of Administrative Supervisor to Office Coordinator. Based on the duties of an Administrative Supervisor, the Office Coordinator title would be more in line with the duties the current employee performs. The jobs are in the same Pay Grade (110). This position will not be supervising anyone, however this position handles all of the administrative tasks within the department and serves as backup in the department when needed. The Planning and Community Development Director is requesting to increase the salary for this position to \$54,000 which would be comparable to other Office Coordinators in the City.

Council Discussion and Approval of the Transportation Service Businesses Text Amendment – Planning and Community Development Department

### Background/History:

Chapter 8, Articles A, B, and C of the Code of Ordinances, specifically the Zoning Ordinance, does not clearly address the use of certain transportation businesses, such as taxicab and limousine services, taxi and limousine dispatch and storage service and ambulance services in the City of Forest Park. The proposed legislation request is to amend the Code of Ordinances to clearly specify the uses of such businesses in certain zoning districts in the City.

8. Council Discussion and Approval of GIS and Mapping Services with Clayton County-Planning and Community Development Department

### Background/History:

The Planning and Community Development Department has to amend its Zoning and Future Land Use Maps from time to time based on rezoning requests and other changes that may develop, such as information related to the Census. To ensure that our maps and GIS parcels are up to date it is necessary to have an entity that is readily responsive. We would like to engage in a discussion with Clayton County to determine if a partnership is feasible for its Community Development, GIS Division to assist with this service.

9. Council Discussion and Approval on the review and approval of the updated 2023 City of Forest Park Comprehensive Plan- Planning and Community Development Department

### Background/History:

The update of the 2023 Comprehensive Plan for the City of Forest Park began earlier this year. Over the course of this process, the steering committee met two (2) times; a public open house was held for the public to engage, ask questions, and provide feedback; two (2) public hearings were held at City Council meetings. Residents and stakeholders also had an opportunity to participate in the process through online surveys that were available on the City's social media platforms and website. The City of Forest Park's 2023 Updated Comprehensive Plan as approved by the Georgia Department of Community Affairs is

presented to the City Council for review and to adopt the 2023 City of Forest Park Comprehensive Plan Update.

10. Council Discussion and Approval of the Digitization Agreement for Planning and Community Development Processes- Planning and Community Development Department

### **Background/History:**

Through the vision of moving the City of Forest Park forward and our development of a concierge service model, the Planning and Community Development Department has been making strides to update current processes and the way day to day business is handled to become more customer focused. With the current manual process in effect, there are multiple paper applications, and residents, developers, and potential new business owners have to come into the office to apply and make payments for any proposed projects. This has caused slower processing times, inefficiencies, and a consumption of valuable time for both the applicant and staff. By updating the current software, this digital transformation has the power to radically change how the City of Forest Park's Planning and Community Development operates moving forward.

11. Council Discussion and Approval of Lot/Yard Standards amendment to Section 8-8-73 of the Code of Ordinances- Planning and Community Development Department

### Background/History:

The proposed amendment adds a new subsection (C), Commonly Owned Lots, to Section 8-8-73 of the Code of Ordinances. This amendment clarifies that setbacks currently referenced in subsections 8-8-73 (b) 1, 2, and 3 may be disregarded when a structure is intended to be built on contiguous individual parcels or lots under common ownership.

12. Council Discussion and Approval of a Resolution to Authorize the Extension of Service Agreement with Croft & Associates—Planning and Community Development Department

### Background/History:

In 2020, the City engaged Croft & Associates to provide on an as-needed basis technical, professional, architectural, and engineering design services for various City projects as broadly described in the original Scope of Services for Architectural and Engineering Design Services for the City of Forest Park.

The initial term of the Service Agreement for On-Call Services between the City and Croft & Associates expired November 16, 2023. The City has the right to renew this Service Agreement for one additional two-year term. Based on the high level of satisfaction with their work, the Department of Planning and Community Development is requesting approval of the renewal.

13. Council Discussion and Approval of a Resolution to Authorize the Extension of a Service Agreement with Falcon Design – Planning and Community Development Department

### Background/History:

In 2020, the City engaged Falcon Design to provide on an as-needed basis technical, professional, architectural and engineering design services for various City projects as broadly described in the original Scope of Services for Architectural and Engineering Design Services for the City of Forest Park.

The initial term of the Service Agreement for On-Call Services between the City and Falcon Design expired November 16, 2023. The City has the right to renew this Service Agreement for one additional two-year term. Based on the high level of satisfaction with their work, the Department of Planning and Community Development is requesting approval of the renewal.

14. Council Discussion and Approval of a Resolution to Authorize the Extension of a Service Agreement with Precision Planning – Planning and Community Development Department

### Background/History:

In 2020, the City engaged Precision Planning to provide on an as-needed basis technical, professional, architectural, and engineering design services for various City projects as broadly described in the original Scope of Services for Architectural and Engineering Design Services for the City of Forest Park.

The initial term of the Service Agreement for On-Call Services between the City and Precision Planning expired November 16, 2023. The City has the right to renew this Service Agreement for one additional two-year term. Based on the high level of satisfaction with their work, the Department of Planning and Community Development is requesting approval of the renewal.

15. Council Discussion and Approval to Purchase Five (5) Police Cars for the Police Department

### **Background/History:**

Historically, vehicle acquisitions were tailored to meet staffing needs, but due to the recent decrease in vacancies, the existing fleet does not align with the current requirements. At present, the Police Department has five (5) unfilled positions, marking the lowest vacancy rate in the past fifteen (15) years.

Consequently, the Forest Park Police Department is aiming to procure five (5) Ford Explorers at a total cost of \$235,157.00 from Local Forfeitures. This investment is intended to address immediate vehicle needs, align with the current staffing levels, and contribute to the overarching mission of the police department.

16. Council Discussion and Approval to purchase Fifteen (15) Dell Laptop in the amount of \$25,396.50-Police Department

### **Background/History:**

Due to outdated and insufficient computers, the police department is seeking to purchase fifteen (15) Dell Laptops, which can offer the functionality and flexibility needed to perform work tasks effectively.

With approval, the purchase will be funded by Redspeed in the amount of \$25,396.50.

17. Council Discussion and Approval to Transfer a Service Weapon- Police Department

### Background/History:

Pursuant to the hire incentive approved by Mayor and Council, an employee who has reached twenty-five (25) years of service is privy to his/her own service weapon.

The Forest Park Police Department requests the transfer of Glock 22 Gen 4, 40-caliber (Serial# AFSX220) to Curtis Averhart who retired on 07/21/2021 with twenty-five (25) years of service to the department. There is no cost associated with this transfer.

18. Council Discussion and Approval to enter a contract for Task Order No. 2023.02 with Falcon Design for the Construction Drawings for Waldrop Dr. Curbs and Sidewalks in the amount of \$40,000- Public Works Department

### Background/History:

The Public Works Department is seeking the approval of council for Task Order No.2023.02 in the amount of \$40,000 to enter a contract with Falcon Designs for the construction drawings of the new sidewalk and curb along Waldrop Dr.

Funding will come from the American Rescue Fund.

Once all parties have signed the contract with Falcon Designs to begin the construction drawings, we will then be closer to a start date.

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

### ADJOURNMENT:

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

### File Attachments for Item:

### 1. Council Discussion and Approval of Changes to IGA between City and URA-Legal

### **Background/History:**

This item was previously discussed at the November 6, 2023, City Council Work Session. However, it was inadvertently left off of the regular session agenda that night.

The attached intergovernmental agreement between the City and URA is the same as what previously presented and the staff recommends approval.



# City Council Agenda Item

Subject:	Council Discussion of Changes to IGA between City and URA-Legal
Submitted By:	Michael Williams
Date Submitted:	November 28, 2023
Work Session Date:	December 4, 2023
Council Meeting Date:	December 4, 2023
Background/History:	
•	sly discussed at the November 6, 2023 City Council Work Session. However, it was ne regular session agenda that night.
The attached intergover the staff recommends a	nmental agreement between the City and URA is the same as what previously presented and pproval.
Cost: \$ Variable	Budgeted for: Yes No
Financial Impact:	
It is intended for the cos	t to be neutral to the City, as the URA will reimburse the City for costs expended.
Action Requested from	n Council:
Approval of the IGA.	



# City Council Agenda Item

Subject:	Council Discussion of Changes to IGA between City	/ and URA-Legal

Submitted By: Michael Williams

**Date Submitted:** November 1, 2023

Work Session Date: November 6, 2023

Council Meeting Date: November 6, 2023

### Background/History:

Approval of the IGA.

It is proposed that the City and the URA enter into an intergovernmental agreement to memorialize the current working relationship between the two entities. The attached agreement is substantially the same as previous drafts presented to the City and provides for the following:

- 1. Allows the URA to utilize City facilities and staff to carry out its functions;
- 2. Authorizes the Economic Development Director to serve as the Executive Director of the URA;
- 3. Authorizes the Finance Department to manage the finances of the URA; and
- 4. Provides for the URA to pay the City and annual amount to reimburse the City for a portion of the staff expense incurred in providing the foregoing work.

A new addition to the agreement authorizes the Public Works Department to maintain, repair and/or install certain URA infrastructure where the cost is estimated to be less than \$100,000. The URA will reimburse the City for the cost of such work.

Cost: \$ Variable	Budgeted for:	Yes	No
Financial Impact:			
It is intended for the cost to be neutral to the City, as the URA will rein	nburse the City for costs	expended.	
Action Requested from Council:			

### INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_\_, by and between the CITY OF FOREST PARK, GEORGIA (hereinafter referred to as the "City"), and THE URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK, GEORGIA (hereinafter referred to as the "URA");

**WHEREAS,** the City and the URA share a joint desire and ambition to spur economic redevelopment in various areas of the City; and

**WHEREAS,** the City and the URA wish to enter into this intergovernmental agreement by which they may set forth in writing the parameters for their relationship in pursuing their joint ambitions and goals for the development of the City.

**NOW, THEREFORE**, for and in consideration of the promises, mutual covenants, and agreements contained herein, the parties do hereby covenant and agree as follows:

### ARTICLE I: PURPOSE OF AGREEMENT

The purpose of this Agreement shall be to establish the parameters under which the URA operates as it endeavors to facilitate the revitalization and development of underutilized and underdeveloped areas in the City, attract private investment, strengthen the City's economic base and tax digest, attract new industries, create jobs, and benefit the residents and citizens of the City.

### ARTICLE II: FUNDING AND APPROPRIATIONS

- a. In consideration for the commitments made by the URA herein, the City may from time to time appropriate funds to be used by the URA, or on its behalf, in carrying out the development goals set forth in this Agreement and in carrying out those functions and activities provided for in this Agreement. In addition, from time to time during the term of this Agreement, the governing body of the City shall review the progress by the City and the URA, and the financial condition of the URA, and when it is deemed prudent and necessary by the City's governing body, it shall appropriate additional funds for use by the URA in carrying out the activities provided for herein. While all such decisions, and the appropriation function, shall remain the exclusive province of the City's governing body, which it may exercise in its sole discretion, the City will consult in good faith with the URA regarding the appropriate level of appropriation, and will, in all events, appropriate sufficient funds to meet all contractual obligations of the URA assumed with the consent of the City.

### ARTICLE III: DEVELOPMENT ACTIVITIES

In consideration of the payments and appropriations made by the City under this Agreement, and the other promises and commitments made hereunder, the URA agrees that it shall undertake the following activities whenever and wherever needed in the City, in coordination and cooperation with the City:

- 1. The URA may enter into and execute any contracts, leases, mortgages, or other agreements, including agreements with bondholders or lenders, determined by the URA to be necessary or convenient to implement the provisions and effectuate the purposes of this Agreement. All such contracts, leases, mortgages, or other agreements which impose upon the URA any monetary obligation which cannot be satisfied without money from the City's budget shall be approved by the City prior to being entered into by the URA.
- 2. From time to time, the URA may acquire property, real or personal, or interests therein, for redevelopment and development purposes, and use or dispose of such property or interests, either through the City or directly with private parties.
- 3. The URA may conduct other planning and implementation activities as are deemed necessary and prudent, including planning and predevelopment activities such as site analysis, environmental analysis, development planning, market analysis, financial feasibility studies, preliminary design, zoning compliance, facilities inspections, and overall analysis of proposed redevelopment plans to ensure consistency with the City's overall goals and short term and long-range plans.

### ARTICLE IV: URBAN REDEVELOPMENT AGENCY OPERATIONS

a. The City expressly authorizes the URA to utilize City Hall for its meeting and other operational purposes. The URA shall also have reasonable access to staff time and resources to conduct its operations. The City's Director of Economic Development shall function as the URA Executive Director, who shall be responsible for the maintenance of all URA minutes, records, contracts and other official documents, and for ensuring URA compliance with State Law and City ordinances. All such utilization shall be coordinated through and at the direction of the City Manager.

Included within the assignments herein, the URA expressly authorizes the City, and the City pledges, to perform the following duties, including, but not limited to:

- i. Keep all official documents and records of the URA with the same solemnity as it keeps such documents for the City, and serve as the custodian thereof;
- ii. Provide for the lawful assembly of the URA as called for by State law, its bylaws, and the Chair thereof, including all necessary pre-meeting notices and arrangements, adequate circulation of agenda and related documents as

- directed by the URA, sufficient places for assembly, appropriate security therefor, post-meeting formalities and all other lawful and necessary duties attendant for lawful assembly of the URA;
- iii. Properly oversee the management and maintenance of all URA assets, both tangible and intangible, including assisting the URA with the negotiation of sales and leases, collection of rents and proceeds, the daily and regular maintenance and upkeep thereof, ensuring that all properties are appropriately insured, and paying all properly assessed invoices related thereto; and
- iv. Arrange for the acquisition of officers' error and omissions insurance in appropriate amounts for URA members.
- b. Except as provided in subsection d below, as part of City staff functions, the Executive Director will take charge of all URA assets and property, and on behalf of the URA manage the day-to-day operation and maintenance of all such sites. Where appropriate, the Executive Director, or its assignee, shall market for sale or lease, such properties as is deemed in the best interest of the City and the URA. All such transfer of title or leasehold interest shall be approved by the URA board. The URA appoints the Executive Director as an agent of the URA who is hereby authorized to take administrative actions in this regard on behalf of the URA. The URA shall be allowed to provide reasonable input into the selection of any brokers or consultants engaged for the URA's benefit. The Executive Director shall deliver, at least quarterly, a report of activity of URA property. No individual board member shall interfere with the duties and assignments tasked to the Executive Director unless authorized to do so by the URA board. The Executive Director shall be responsible for preparing an annual budget for the URA.
- c. The URA Treasurer shall be a liaison between the City Finance Department and the URA Board and shall present a monthly financial report to the URA based on information received from the City Finance Department. The URA Treasurer shall also maintain copies of the bank statements and report on information found in the statements to include the credits and debits.
- d. The URA and the City agree that, except as expressly provided in any other agreement between the City and the URA, the City Finance Department shall be responsible for the financial management of all URA funds, operation of bank accounts and the fiscal management of all assets of the URA.
- e. If the City has pledged its full, faith and credit for the repayment of any (i) outstanding bonds of the URA or (ii) any other debt for which funds to pay such debt are obtained from income of the URA derived from its bond transactions, the URA hereby delegates to the City the right to make any decisions with respect to those bonds.
- f. The URA acknowledges that this Agreement is not an exclusive agreement and that the City may contract with other governmental entities for the provision of similar services.

### ARTICLE V: MAINTENANCE OF URA INFRSTRUCTURE

Where the estimated cost of the maintenance, repair or installation of any URA infrastructure (hereinafter, a "URA Infrastructure Project") is less than \$100,000, the URA may utilize the City's Public Works Department employees and equipment for any such URA Infrastructure Project. The Public Works Department, in consultation with the City Manager, shall determine the time, manner in which such work shall be done, and the cost for such work prior to performing such work. If the URA agrees to utilize the Public Works Department, the URA shall reimburse the City for the actual cost incurred by the City for any such work.

### **ARTICLE VI: GENERAL PROVISIONS**

- a. ASSIGNMENT. This Agreement may not be assigned without the express written consent of all other parties to this Agreement.
- b. NOTICE. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States certified mail, return receipt requested, or statutory overnight delivery, at the addresses set forth below:

City of Forest Park, Georgia City Hall 745 Forest Parkway Forest Park, Georgia 30297 Attention: City Manager

Urban Redevelopment Agency of the City of Forest Park 745 Forest Parkway Forest Park, Georgia 30297 Attention: Chair

- c. STATE LAW TO APPLY. This contract shall be construed under and in accordance with the laws of the State of Georgia.
- d. PARTIES BOUND. The contract shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.
- e. SEVERABILITY. In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as is such invalid, illegal, or unenforceable provision had never been contained herein.
- f. PRIOR AGREEMENTS SUPERSEDED. Except as expressly provided for herein, this Agreement constitutes the sole and only Agreement of the Parties hereto with respect to

the subject matter described herein, and supersedes any prior understandings or written or oral Agreements between the parties respecting the within subject matter. This provision shall not apply to the following agreements or transactions:

- i. Any agreements pertaining to any outstanding bonds of the URA.
- ii. Any security agreements between the URA and the City.
- iii. Any outstanding notes evidencing loans of funds from the City to the URA.
- g. TIME OF ESSENCE. Time is of the essence of this contract.
- h. AMENDMENT. This Agreement may not be modified, amended or terminated in whole or in part in any manner other than by an agreement in writing duly signed and appropriately approved by all parties hereto.
- i. GENDER. Words of any gender used in this contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- j. HEADINGS. The headings for each paragraph or section of this Agreement are for convenience of reference only and shall not be deemed a part of this. Agreement for the purposes of interpreting any provision of said Agreement.
- k. COUNTERPARTS. This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.
- 1. CONSTRUCTION OF AGREEMENT. This Agreement shall not be construed more strongly against any party regardless of which party is responsible for its preparation.
- m. DATES. If the final date of any time period or the date for the performance of any obligation hereunder falls upon a Saturday, Sunday, or a bank or government holiday under the laws of the State of Georgia, then the time of such period or the time for the performance of such obligation shall be extended to the next day which is not a Saturday, Sunday, or a bank or government holiday under the laws of the State of Georgia.
- n. EFFECTIVE DATE AND TERM OF AGREEMENT. The Effective Date of this Agreement shall be the date on which the last party fully executed this Agreement, and the term of this Agreement shall extend for a period of 10 years.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the City and the URA as Parties hereto have caused this Agreement to be executed by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by the terms and provisions of this Agreement.

CITY OF FOREST PARK	URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK
Mayor	Chair
ATTEST:	ATTEST:
City Clerk	Secretary
APPROVED AS TO FORM:	
City Attorney	_

### RESOLUTION \_\_\_\_

A RESOLUTION AUTHORIZING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK

**WHEREAS**, it is proposed that the City and the Urban Redevelopment Agency of the City of Forest Park (the "URA") enter into an intergovernmental agreement to memorialize the working relationship between the URA and the City;

THEREFORE, IT IS NOW RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FOREST PARK, AS FOLLOWS:

- 1. <u>Approval of Execution.</u> The Intergovernmental Agreement attached hereto as Exhibit A is hereby approved, and the Mayor is hereby authorized to execute said agreement with such changes as are recommended by legal counsel.
- 2. <u>Documents.</u> The Mayor and the City Clerk are authorized to execute, attest to, and seal any documents which may be necessary to effectuate purposes of this resolution, subject to approval as to form by legal counsel.
- **3.** <u>Severability.</u> To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
- **4. Repeal of Conflicting Provisions.** All resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
- **5. Effective Date.** This Resolution shall be effective on the date of its approval by City Council.

# SO BE IT RESOLVED this 4<sup>th</sup> day of December 2023.

(SEAL)	Angelyne Butler, Mayor	
ATTEST:		
City Clerk		
APPROVED AS TO FORM:		
City Attorney		

### **EXHIBIT A**

### **Intergovernmental Agreement**

### File Attachments for Item:

2. Council Discussion and Approval of a Resolution to Apply for HUD Funding through the 2024 Community Development Block Grant Program (CBDG)- Executive Offices

### **Background/History:**

On Tuesday, November 28, 2023, Clayton County Office of Grants Administration hosted its 2024 Application Workshops for the County's HUD-funded grant initiatives, which include the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) programs and Home Investment Partnership (HOME). This process was open to County Departments, Local Municipalities currently in Cooperation Agreement with Clayton County, Nonprofits groups, and local businesses serving low- and moderate income households and/or communities within Clayton County. Source: 24CFR 570.201.

The application period opened on November 29 and ends on December 14th at 4:00pm ET.



# **City Council Agenda Item**

Title of Agenda Item: Council Discussion and Approval of a Resolution to apply for HUD Funding through

the 2024 Community Development Block Grant Program (CBDG)

**Submitted By:** Pauline Warrior

**Date Submitted:** November 30, 2023

Work Session Date: December 4, 2023

Council Meeting Date: December 4, 2023

### Background/History:

On Tuesday, November 28, 2023, Clayton County Office of Grants Administration hosted its 2024 Application Workshops for the County's HUD-funded grant initiatives, which include the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) programs and Home Investment Partnership (HOME). This process was open to County Departments, Local Municipalities currently in Cooperation Agreement with Clayton County, Nonprofits groups, and local businesses serving low- and -moderate income households and/or communities within Clayton County. Source: 24CFR 570.201

The application period opened on November 29 and ends on December 14 at 4:00pm ET.

**Action Requested from Council:** Approval to apply for and receive an allocation of Community Development Block Grant (CDBG funding from the Clayton County Office of HUD Programs for projects that are eligible under the national objectives benefit low-to-moderate income households or communities, projects that meet an urgent need, or projects that eliminate slum or blight in the City of Forest Park.

Cost: \$ 0.00	Budgeted for:	Yes	No
08/01 – 10/01/2024 Anticipated HUD Approval to Notice to Proceed			
03/29 – 5/19/2024 30-Day Public Comment Period to Release Award Letters & Environmental Review Process			
03/21/2024 Final Recommendations			
03/01/2024 Review Period Ends			
12/14/2023 Application Due by 4:00 PM			
Timeline includes:			

Financial Impact: The City of Forest Park is not required to match HUD funding

### STATE OF GEORGIA COUNTY OF CLAYTON

<b>RESOLUTION NO:</b>	

A RESOLUTION BY THE MAYOR AND COUNCIL OF FOREST PARK, GEORGIA TO APPLY FOR HUD FUNDING THROUGH THE 2024 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) AND TO ACCEPT THE HUD FUNDING THROUGH THE CDBG PROGRAM ONCE IT BECOMES AVAILABLE IF APPROVED; TO REPEAL ALL RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLECT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WHEREAS**, the Clayton County Office of HUD Programs has issued a notice of funding availability for its Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and HOME Investment Partnership Programs; and

**WHEREAS**, the Mayor and City Council of Forest Park, Georgia desires to apply for and receive an allocation of funding from the Clayton County Office of HUD Programs for projects that are eligible under the national objectives; and

**WHEREAS**, the national objectives that benefit low-to-moderate income households or communities, projects that meet an urgent need, or projects that eliminate slum or blight; and

**WHEREAS,** a requirement for applying for funding from the Clayton County Office of HUD Programs is a Resolution by Mayor and Council to accept the funding once it is presented to the City of Forest Park; and

WHEREAS, the Mayor and Council of Forest Park, Georgia intend to accept HUD funds applied for once it is received and authorized by the Mayor to execute the Subrecipient agreement; and

**WHEREAS**, HUD regulations have timeliness in spending criteria and the City is not required to match HUD funding.

### NOW THEREFORE, BE IT RESOLVED as follows:

### **Section 1: Authority to Submit**

The Mayor and Council of Forest Park, Georgia herby authorize the submittal of appropriate documents and applications to the Clayton County Office of HUD Programs so that the City is eligible to receive funds allocated through the CDBG, ESG, and HOME programs.

### **Section 2: Authority to Execute Sub-Recipient Agreements.**

The Mayor or Mayor Pro Tempore is hereby authorized to execute, in the name of the City of Forest Park, all necessary applications and documents for the purpose of securing funds from the HUD programs and to implement and carry out the purposes specified in the 2024 Consolidated Application.

### **Section 3: Severability**

If any section, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a decision of the court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and such remainder shall remain in full force and effect.

**SO RESOLVED** this 4<sup>th</sup> day of December 2023.

	CITY OF FOREST PARK, GEORGIA
	Angelyne Butler, Mayor
ATTEST:	
City Clerk	(SEAL)
APPROVED BY:	
City Attorney	

### File Attachments for Item:

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

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



# **City Council Agenda Item**

Title of Agenda Item: Council Discussion and Approval of the Rollout of the City of Forest Park's Housing

Rehabilitation Program (HOME) for Senior Residents (aka, "Legacy Residents") of

Owner-Occupied Housing in the City

**Submitted By:** Pauline Warrior

**Date Submitted:** November 30, 2023

Work Session Date: December 4, 2023

Council Meeting Date: December 4, 2023

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

**Action Requested from Council:** Approval of the application to be released on the City's website on December 8, 2023 for an application period that ends on February 9, 2024.

Awards, not less than \$1500 and no more than \$10,000, will be provided for residents, aged 62 years and older, who are verifiable homeowners residing within City of Forest Park limits AND who meet certain income eligibility requirements. Funding is intended to repair, improve or remove health and safety hazards and will address such needs as window replacements, leaky toilets, HVAC issues, weatherization items, etc. A complete list of qualifying repairs and restrictions is available on the application.

Assistance will not be provided to applicants that exceed the household income and award amounts that will be verified in the Program qualification process.

Yes	No

### Additional Information:

### **Executive Summary**

The Homeowner Maintenance Enhancements Program (HOME) aims to utilize American Rescue Plan Act (ARPA) funds to provide much-needed home repair and renovation assistance to senior residents (aka, "legacy residents") within our municipality. This initiative is designed to address the growing need for safe, accessible, and energy-efficient housing for our aging population.

The program will offer financial assistance to eligible senior homeowners to carry out essential home repairs and modifications, such as improving accessibility, fixing structural issues, upgrading heating and cooling systems, and addressing other health and safety concerns. By doing so, we aim to enhance the quality of life for our senior residents, allowing them to age in place comfortably and safely.

The program will be administered by our local municipality, ensuring that the funds are distributed efficiently and equitably. We developed a comprehensive application and review process to ensure that the funds are allocated to those most in need. We will also establish robust monitoring and evaluation mechanisms to measure the program's effectiveness and impact.

We anticipate that this program will not only improve living conditions for our senior residents but also stimulate local economic activity by creating demand for local contractors and construction businesses. Furthermore, by improving housing conditions, we expect to see a reduction in health and safety risks, potentially reducing healthcare costs and emergency service calls.

the Home Rehabilitation Program represents a significant investment in our community's well-being and resilience. By leveraging ARPA funds, we have a unique opportunity to make a lasting, positive impact on the lives of our senior residents and the broader community. We look forward to discussing this proposal further and working together to bring this important initiative to fruition.

### File Attachments for Item:

# 4. Council Discussion and Approval of an Agreement for three (3) additional Card Reader Purchases with Tyler Software- Finance Department

### **Background/History:**

With the addition of Fire Station 3, The Forest Park Police Department, in conjunction with the Department of Finance, is upgrading the Point of Sales terminals. This will provide the constituents the flexibility of an additional payment location for Court Citations. The Point-of-Sale terminals will include upgraded security features including contactless payments by card and or mobile devices. With the initial cost of \$1,587.00 for the payment terminals and the ongoing annual cost of \$540.00 for software licensing and maintenance, the upgrade will optimize the reconciliation process by having all municipal payments within one payment portal.



# **City Council Agenda Item**

Title of Agenda Item: Council Discussion and Approval of an Agreement for three (3) additional Card

Reader Purchases with Tyler Software

**Submitted By:** Jeremi K. Patterson

**Date Submitted:** November 30, 2023

Work Session Date: December 4, 2023

Council Meeting Date: December 4, 2023

### **Background/History:**

With the addition of Fire Station 3, The Forest Park Police Department in conjunction with the Department of Finance is upgrading the Point of Sales terminals. This will provide the constituents the flexibility of an additional payment location for Court Citations. The Point-of-Sale terminals will include upgraded security features including contactless payments by card and or mobile devices. With the initial cost of \$1,587.00 for the payment terminals and the ongoing annual cost of \$540.00 for software licensing and maintenance, the upgrade will optimize the reconciliation process by having all municipal payments within one payment portal.

### **Action Requested from Council:**

To approve the quote provided ty Tyler Technologies to move forward with the budget purchase of the Point-of-Sale credit card terminals.

Cost: \$ 2,127.00 Budgeted for: X Yes No

Total Third-Party Hardware, Software and Services onetime fee: \$1,587.00

Recurring Fees: \$ 540.00 annually

**Financial Impact:** 

This will be funded from the Information Technology budget.



Sales Quotation For: City of Forest Park 745 Forest Pkwy

Quoted BY Tami Bates
Quote Expiration 4/8/24
Quote Name 3 additional devices for
MIDs already in process

TOTAL:	PCI Service Fee (Per Device) Payments EMV Card Reader Purchase	Payments	Tyler One	Third Party Software & Hardware  Description	
Ē.	ωω			Quantity	
	\$ 0 \$ 529			Unit Price	
\$ 1,587	\$0 \$1,587			Extended Price	
\$ 540	\$ 540 \$ 0			Annual	

Contract Total	<b>Summary Total</b>	Total Tyler Services	Total Third Party Har	Summary
			Total Third Party Hardware, Software, Services	
\$ 2,127	\$ 1,587		\$ 1,587	One Time Fees
	\$ 540		\$ 540	Recurring Fees

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# Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

terms. Please see attached Tyler Payments fee schedule. https://www.tylertech.com/terms/payment-card-processing-agreement. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such

an agreement, amendment, or similar document in which this sales quotation is included: subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the agreement, with renewals invoiced annually thereafter in accord with the Agreement. first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the

# Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis. Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product

hosted environment. suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the

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Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: https://www.tylertech.com/terms/tyler-saas-

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Print Name:

Rich I. Clark, Mr.

P.O.#:

Date:

Customer Approval:

### File Attachments for Item:

**5. Council Discussion and Approval of a contract for Accounts Payable Automation with Tyler Software-** Finance Department

### **Background/History:**

With the ongoing efforts to move the City of Forest Park forward with the Digitization Strategy presented within the FY23-24 Financial Budget hearing, the Department of Finance is seeking to upgrade our current Accounts Payable process. With this upgrade, the City of Forest Park will be able to pay suppliers more efficiently and securely while making the bank reconciliation process more simplified. This will increase departmental transparency by allowing the City of Forest Park to instantaneously view the status of payments in real time, streamline the day-to-day payment process all while eliminating paper from our workflow. Most importantly, this will strengthen our relationships with vendors locally and abroad.



# **City Council Agenda Item**

Title of Agenda Item:	with Tyler Software
Submitted By:	Jeremi K. Patterson

Date Submitted: November 30, 2023

Work Session Date: December 4, 2023

Council Meeting Date: December 4, 2023

### **Background/History:**

With the ongoing efforts to move the City of Forest Park forward with the Digitization Strategy presented within the FY23-24 Financial Budget hearing, the department of Finance is seeking to upgrade our current Accounts Payable process. With this upgrade, the City of Forest Park will be able to pay suppliers more efficiently and securely while making the bank reconciliation process more simplified. This will increase departmental transparency by allowing the City of Forest Park to instantaneously view the status of payments in real time, streamline the day-to-day payment process all while eliminating paper from our workflow. Most importantly, this will strengthen our relationships with vendors locally and abroad.

Action Requested from Council:  To approve the upgrade of the City of Forest Parks Accounts Payable agreement with our current software vendo Tyler Technologies.	
Financial Impact:	
There isn't a financial impact due to the upgrade bein	g included with our current service agreement.

### **Payment Services Agreement**

This Payment Services Agreement, together with the exhibits attached hereto, constitute the entire agreement (the "Agreement") with respect to the Vendor Payment Services. This Agreement is made and entered into by and between the City of Forest Park who has purchased such ("Customer"), Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Corpay, Inc., an Oregon corporation ("NvoicepayCorpay"), a subsidiary of FleetCor Technologies, Inc., on behalf of itself and its affiliate, Comdata Inc. (Customer, Tyler, and NvoicepayCorpay are sometimes collectively referred to herein as the "parties" or individually as a "party") and is effective as of the date that Customer accepted this Agreement through either online click, email, or written signature (the "Effective Date"). This Agreement supersedes all other agreements, oral or written, with respect to the products and services offered hereunder.

WHEREAS, Tyler and Customer are parties to a certain agreement (the "Master Agreement") under which Customer has purchased the right to use certain Tyler software ("Tyler Software");

WHEREAS, through the Tyler Software, Corpay facilitates check and virtual credit card payments to vendors ("Vendor Payment Services") in accordance with the terms set forth in the Corpay Terms of Use attached hereto as Exhibit A and incorporated herein ("Terms of Use"). As used in the Terms of Use, "you" means Customer and "your" means Customer's;

WHEREAS, Customer desires that Tyler and Corpay facilitate Vendor Payment Services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

- 1. Terms of Use. As a condition to Tyler and Corpay enabling Vendor Payment Services functionality, Customer hereby agrees to be bound by and to comply at all times with the Terms of Use. Customer shall provide Corpay, through a Tyler Software interface with Corpay Software, all of Customer's required information and all of Customer's required vendor payment information set forth in Section 1 of the Terms of Use. Corpay shall have no liability for relying upon such information provided by Customer and/or Tyler.
- Customer Support. Customer shall direct initial service and support inquires related to Vendor Payment Services to Tyler
  to be addressed in accordance with the terms of the Master Agreement. At Tyler's discretion, Customer inquiries may be
  passed to Corpay. Tyler will have access to Customer's instance of Corpay Software in order to support the Customer.
- 3. Vendor Payment Services. Corpay will provide Vendor Payment Services to Customer in accordance with the Terms of Use and Customer agrees that Corpay will be its exclusive provider of such Vendor Payment Services. For the sake of clarity, Customer has no obligation to make direct payments to Tyler under this Agreement in connection with Vendor Payment Services. Annual reports shall be delivered or made available by Tyler no later than thirty (30) days following the end of each calendar year and shall be delivered in the form and manner determined by Tyler.
- 4. Term; Termination.
  - This Agreement will become effective as of the Effective Date and will continue for a period of five (5) years (the "Initial Term"), unless terminated earlier by one of the parties in accordance herewith. This Agreement will automatically renew after the Initial Term for successive terms of three (3) years each for as long as the Master Agreement and the Terms of Use are in effect, unless one party gives written notice to the other parties of its intention to terminate this Agreement not less than three (3) months nor more than six (6) months prior to the end of the then current term. Notwithstanding the foregoing provisions of this Section 4, this Agreement shall automatically terminate upon termination of the Terms of Use by Corpay, with prompt notice thereafter to Tyler or the Master Agreement, with prompt notice thereafter to Corpay. This Agreement may be terminated at the option of Tyler or Customer by written notice to the other parties hereto delivered ninety (90) days in advance.
- 5. **Representations by Corpay.** Corpay hereby represents and warrants to Customer in accordance with the representations, warranties, and disclaimers provision on the Terms of Use that:
  - a. In transmitting or depositing Customers' funds, and having its third party service providers transmit or deposit funds under this Agreement, Corpay will not breach, nor cause Customer to breach, any federal, state, or local law or regulation requiring public entity funds to be held only in financial institutions that are qualified public depositories;

- b. Corpay will deliver the Vendor Payment Services to Customer vendors within the time periods set forth in the Terms of Use:
- c. Corpay will cause the settlement account to be set up with the processing bank such that the Customer's funds are separately accounted for at all times in such settlement account;
- d. To the extent available under applicable law, at all times that Customer funds are being held by Corpay's associated banking institutions on behalf of Customer in connection with the provision of Vendor Payment Services, Customer will be entitled to the full \$250,000 FDIC insurance for such funds;
- e. Corpay shall maintain a data security plan ("Security Plan") which embodies industry standard security to protect Customer and Tyler systems, network devices, and/or the data processed thereon against the risk of penetration by, or exposure to, a third party via any system, method, or feature used by Corpay in providing the Vendor Payment Services. Unless otherwise specified in the Security Plan, such protections shall include, without limitation: (a) protection against client-side intrusions, (b) encryption of confidential information, (c) security of computer systems and network devices, (d) protection against intrusions of operating systems or software. Corpay shall implement and maintain current industry standard anti-virus measures to detect, prevent, and remove computer viruses and/or other contaminants designed to damage, alter, delete, disable, or permit unauthorized access to the databases, systems, equipment, or property to or from Tyler's systems and equipment, and to prevent the spread of computer viruses between the parties which access or exchange data or software through any network connectivity; and
- f. Corpay shall comply with all applicable privacy laws and regulations. Corpay shall maintain security controls over resources it provides on behalf of Customers, which controls shall protect the confidentiality, privacy, integrity, and availability of Customer information including, without limitation, all information provided by Customer in connection with the Vendor Payment Services. Unless otherwise specified in the Security Plan, such controls shall include, without limitation: (a) requirement of unique identification and authorization of all users, (b) limitation of administrator level control to only authorized persons, (c) implementation of access controls on all data, software, or other file-system objects limiting access only to authorized users, (d) allowing only the data protocols required for the function and management of the solution to be transmitted or utilized, (e) ensuring the integrity of all data stored or processed, and (f) prevention of the loss of data processed or transferred. Corpay shall take all commercially reasonable efforts to monitor all service, equipment, partner integration test environments, and communication links for security breaches, violations, and suspicious activity, and shall provide prompt notice of any breach consistent with applicable state law.
- 6. Indemnification by Corpay. Corpay shall indemnify, defend, and hold harmless Customer and its directors, officers, employees, and agents from and against any and all claims, damages, losses, penalties, fines, expenses, costs, and/or liabilities (including attorneys' fees and court costs) that are caused by or result in any way from a breach of any representation made by Corpay in Section 5 in accordance with the indemnification provisions of the Terms of Use.
- 7. Warranty Disclaimer. Tyler Makes no warranty of any kind regarding the vendor payment services or any services associated therewith, all of which are provided on an "as is" basis. Tyler expressly disclaims any representation or warranty that the vendor payment services will be error-free, secure, or uninterrupted. Tyler does not represent or warrant that customer will receive any particular results by use of the vendor payment services or that the vendor payment services will be error free or meet customer's requirements.
- 8. Implied Warranties. TYLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.
- 9. Assignment and Subcontracting. This Agreement and all of its provisions shall be binding upon and inure to the benefit of each Party and its successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, provided that Corpay shall be allowed to engage third-party subcontractors as set forth in the Terms of Use in order to perform Corpay's obligations under the Terms of Use. Any attempt to assign any rights or delegate any duties or obligations that arise under this Agreement without the required written consent shall be void.
- 10. **Dispute Resolution.** In the event of a dispute, the aggrieved party agrees to provide each other party with written notice within thirty (30) days of becoming aware of such dispute. Each party agrees to cooperate in trying to reasonably resolve

all disputes, including, if requested by any other party, appointing a senior representative to meet and engage in good faith negotiations. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, a party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent any party from seeking necessary injunctive relief during the dispute resolution procedures.

- 11. Waivers. Compliance with this Agreement may be waived only by a written instrument specifically referring to this Agreement and signed by the party waiving compliance. No course of dealing, nor any failure or delay in exercising any right, shall be construed as a waiver, and no single or partial exercise of a right shall preclude any other or further exercise of any right.
- 12. **Time Periods.** Any action required hereunder to be taken within a certain number of days shall be taken within that number of calendar days; provided, however, that if the last day for taking such action falls on a weekend or a holiday, the period during which such action may be taken shall be automatically extended to the next business day.
- 13. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth below (in the case of Tyler or Corpay) or on the Master Agreement (for Customer) or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

Notices for Tyler Tyler Technologies, Inc. 1 Tyler Drive

Yarmouth, ME 04096

Attention: Chief Legal Officer

Notices for Corpay Corpay, Inc.

8905 SW Nimbus Avenue, Suite 240

Beaverton, OR 97008

Attention: Legal Department

- 14. Entire Agreement. This Agreement and the agreements and documents referred to in this Agreement or delivered hereunder are the exclusive statement of the agreement among the parties concerning the subject matter. All negotiations are merged into this Agreement, and there are no representations, warranties, covenants, understandings, or agreements, oral or otherwise, in relation thereto among the parties other than those incorporated herein and to be delivered hereunder. Except as otherwise modified or amended herein, each of the Master Agreement and the Terms of Use remain unchanged and in full force and effect in accordance with their respective terms and are hereby ratified and confirmed in every respect. Tyler and Corpay reserve the right to update the terms of this Payment Services Agreement, inclusive of Exhibit A, upon advance notice Customer.
- 15. **Governing Law.** This Agreement shall be governed by and construed in accordance with laws in effect in the state of Customer without giving effect to the principles of conflict of laws thereunder.
- 16. Force Majeure. No party shall be held liable or responsible to any other party or be deemed to have breached or defaulted under this Agreement for failure or delay in performing its obligations hereunder or thereunder to the extent, and as long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, which would not have been avoided by the exercise of due care and reasonable prudence, and the observance of reasonable standards, including, without limitation, fire, floods, earthquakes, hurricanes, tornadoes, embargoes, war, acts of terrorism, insurrections, sabotage, riots, civil commotions, strikes, lockouts, global pandemic, or other labor disturbances, acts of God, omissions or delays in acting by any governmental authority, and acts of a government or agency thereof and judicial orders or decrees (each a "Force Majeure Event"). In the event of occurrence of the foregoing, each Party must use commercially reasonable efforts to mitigate the adverse consequence of such cause or Force Majeure Event.
- 17. Counterparts. This Agreement may be executed in counterparts, which taken together shall constitute one and the same

Item #5.

instrument. The facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

[Signature Page to Follow]

**IN WITNESS WHEREOF,** a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Ву:	Address for Notices: Tyler Technologies, Inc.
Name: Rob Kennedy-Jensen	One Tyler Drive
Title: Group General Counsel	Yarmouth, ME 04096 Attention: Legal Department
Date:	
Corpay, Inc.	
Ву:	Address for Notices:
Name: Mark Penserini	Corpay, Inc. 8905 SW Nimbus Avenue, Suite 240
	Beaverton, OR 97008
Title: Vice President	Attention: Legal Department
Date:	
City of Forest Park (Customer) ERP Pro	
BV:	Address for Notices:
0:1:1 01 1/3	City of Forest Park
Name: Ricky L. Clark Tr.	745 Forest Pkwy Forest Park GA 30297-2209
Title: City Manager	Attention:
•	

Tyler Technologies, Inc.

# **Exhibit A**Corpay Terms of Use

### **Terms of Use**

Your use of Corpay Essentials, which is comprised of Corpay Software and Corpay Electronic Payment Services (each as defined below). through the software platform ("Partner's Platform") of Tyler Technologies ("Partner"), the strategic partner of Nvoicepay, Inc. d/b/a Corpay ("Corpay") that referred you to become a customer of Corpay, is governed by this Terms of Use (this "TOU"). Although you are in direct engagement with Partner and not with Corpay for use of Partner's Platform, you acknowledge that the payment module of Partner's Platform you have chosen to use is operated by Corpay and governed by this TOU. In order to make electronic payments through Partner's Platform using the Corpay Software and Corpay Electronic Payment Services, you must provide information to Partner who will then provide such information to Corpay and you must accept the terms and conditions of this TOU. "Corpay Software" means the Corpay software made available to Partner on your behalf in connection with the Corpay Electronic Payment Services; and "Corpay Electronic Payment Services" mean the payment card and printed check payment services offered by Corpay under this TOU.

Information You Provide Corpay; User IDs, Passwords and Supplier list.

You are responsible for keeping all information you provide to Corpay through Partner accurate and up-to-date, including the proper identification of your bank account(s), authorized contact(s), e-mail address(es), and mailing address(es). Corpay shall have no liability for relying on any information (including, without limitation, any SupplierSupplier Payment Information (as defined below)) provided by you through Partner as your representative. If the wrong bank account is debited or incorrect supplier is paid in reliance upon information provided by you or Partner on your behalf, Corpay will work with you and Partner and attempt to recover the payment from the actual recipient(s), but you acknowledge that recovery may not succeed and failure to recover shall be solely at your own risk. Corpay reserves the right to suspend or terminate your use through Partner's Platform of the Corpay Software and Corpay Electronic Payment Services for providing inaccurate or incomplete information.

You are responsible for maintaining the confidentiality of the user ID and password you use to access and/or use Partner's Platform that interfaces with the Corpay Software and Corpay Electronic Payment Services, and you shall not transfer such user ID and/or password, or lend or otherwise transfer access to and/or use of the Corpay Software and/or Corpay Electronic Payment Services through Partner's Platform, to any third party. You agree to immediately notify Partner and Corpay of any unauthorized use of, or any other breach of security related to, your user ID and/or password. Corpay shall have no liability for any loss or damage arising from your failure to comply with these obligations.

### Services.

Upon receipt of supplier invoices from you through Partner's Platform, Corpay will execute upon your payment instructions of such invoices in accordance with this TOU. You acknowledge that Corpay is not a bank or money services business ("MSB") as defined under the Bank Secrecy Act's implementing regulations and does not offer banking or MSB (or licensed-money-transmitter) services. You acknowledge that Corpay does not guarantee or have control over or liability for: (i) the products, services, or other consideration that you receive from your suppliers; (ii) the accuracy of the invoices; and/or (iii) whether any payment of any invoice received from you through Partner's Platform will be made within the timeframe agreed to between you and any particular supplier. Corpay will electronically debit funds from your bank account as identified to Corpay by you through Partner's Platform or otherwise(the "Customer Transaction Account") to instruct payment of all invoices received from you through Partner's Platform. Prior to any such debit, you agree to provide written authorization to your bank and/or Corpay expressly authorizing Corpay to debit the Customer Transaction Account for the purpose of rendering the Corpay Electronic Payment Services. All debits from the Customer Transaction Account will be originated in accordance with the rules of the National Automated Clearing House Association (the "NACHA Rules") and Article 4A of the Uniform Commercial Code ("Article 4A").

For each Supplier invoice for which Corpay makes a payment, Corpay will forward to the applicable supplier remittance information provided by you through Partner's Platform.

You shall be responsible for ensuring invoices are entered into your accounting system and sent to Corpay through Partner's Platform for payment by individuals authorized to execute payment instructions on your behalf. You are responsible for ensuring your login credential set for Partner's Platform is under your control and you are liable for all transactions ordered by any person using the user ID and password you use to access and/or use Partner's Platform that interfaces with the Corpay Software and Corpay Electronic Payment Services.

You may make a stop payment request for any invoice Corpay receives from you by contacting Corpay Payment Modification Team at paymentmodification@nvoicepay.com. If you request a stop payment, Corpay will use reasonable efforts to act on such request, but Corpay will not be liable if such stop payment request is not successful. Corpay will work with you and Partner to reverse a payment transaction once such transaction has entered the banking system, but you acknowledge that Corpay may not have the ability to successfully reverse such payment transaction and you are solely liable if the reversal does not succeed. If you request to cancel or stop a payment to a non-U.S. supplier, you will bear any, and all currency conversion costs and processing fees associated with the reversal of the payment.

You acknowledge and agree that payment errors may occur in the ordinary course of business in connection with the Corpay Electronic Payment Services due to the actions or inactions of you, your suppliers, Partner or Corpay, as applicable. You agree to promptly notify Partner and Corpay upon learning of or suspecting any errors or inaccuracies in any payment or information related to any payment and you shall cooperate with Corpay to correct any payments made that are misdirected, unauthorized, erroneous, or duplicative. When a payment error occurs, Corpay will work expediently to attempt to resolve such payment error and will keep you informed through Partner throughout the resolution process, regardless of whose actions or inactions caused such payment error. You will bear no liability for payment errors caused by the negligent or contract-breaching actions or inactions of Corpay.

Upon receipt of your Supplier List through Partner's Platform, Corpay shall review it and remove any duplicates and suppliers who are individuals. Corpay will then match the suppliers remaining on your Supplier List against Corpay's database of suppliers who have already signed up to receive payments sent by Corpay on behalf of its customers (the "Corpay Supplier Database"). Corpay shall, in the form agreed by you or Partner (e.g., by an email explaining that Corpay is operating as your payment provider), contact any supplier on your Supplier List that is not in the Corpay Supplier Database to sign them up to receive payments. You acknowledge and agree that each supplier shall notify Corpay of the electronic payment method to be used to make payments of such supplier's invoices ("Supplier Payment Method"). In the event that you provide Corpay either directly or through Partner's Platform with Supplier Payment Information, Corpay shall not be liable for any payments made in reliance upon such Supplier Payment Information. Supplier bank account information will be held by Corpay as your supplier's confidential information that won't be disclosed to any third party, including you, without your supplier's prior written consent. Electronic payments may be made to suppliers inside the U.S. only; print check may be sent to Canada and some other international locations.

Corpay cannot control or be responsible for the time it takes financial institutions and payment service providers to process transactions. If Corpay makes a payment of an invoice on a day that is not a Business Day, the payment date will be processed on the next Business Day.

You agree not to use Corpay Software or Corpay Electronic Payment Services for speculative purposes or any payments relating to: MSBs; virtual currency; materials that incite violence, hatred, or racism or are considered obscene; or any entity that Corpay has notified you has a fraud or chargeback risk or appears on OFAC sanctioned lists or that Corpay deems, in its reasonable discretion, to pose a reputational risk to Corpay.

Notwithstanding any other terms between the parties, Corpay may take action to comply with regulations or other applicable laws concerning money movement and may refuse to pay any invoice received from you through Partner's Platform at its absolute discretion without any liability to you provided that Corpay shall attempt to notify you or Partner in advance (or promptly on refusal) unless prohibited by law or judicial order.

### 3. Funds Flow

When Corpay receives an invoice from you through Partner's Platform **not later than** 6:00 p.m. (ET) on Business Day 1, the funds required to pay such invoice will be debited from the Customer Transaction Account on the following Business Day ("Business Day 2") and credited to a trust account held at and by Silicon Valley Bank for the benefit of Corpay's customers (the "Trust Transaction Account"). Upon confirmation that such funds have been successfully credited to the Trust Transaction Account on Business Day 2, such funds will be promptly debited from the Trust Transaction Account and disbursed to the applicable supplier on Business Day 2 depending on the applicable payment method as follows: (i) information necessary for electronic print check payments will be sent to our check printer; and (ii) the payment card number for a card payment will be sent to the supplier in a secure email. As used in this TOU, "Business Day" shall mean any day on which U.S. banks are open for business. If you become subject to protective proceedings under the United States Bankruptcy Code or are otherwise under financial distress, in Corpay's reasonable judgment, Corpay reserves the right, for so long as your bankruptcy proceedings or other financial distress continues, to take up to three (3) additional Business Days after Business Day 2 to confirm that funds have been successfully credited to the Trust Transaction Account before Corpay shall be obligated to disburse funds to suppliers in payment of your invoices.

When Corpay receives an invoice from you through Partner's Platform after 6:00 p.m. (ET) on Business Day 1, the funds required to pay such invoice will be debited from the Customer Transaction Account on Business Day 3 and credited to the Trust Transaction Account. Upon confirmation that such funds have been successfully credited to the Trust Transaction Account on Business Day 3, such funds will be promptly debited from the Trust Transaction Account and disbursed to the applicable supplier on Business Day 3 depending on the applicable payment method as follows:
(i) information necessary for electronic print check payments will be sent to our check printer; and (ii) the payment card number for a card payment will be sent to the supplier in a secure email. If you become subject to protective proceedings under the United States Bankruptcy Code or are otherwise under financial distress, in Corpay's reasonable judgment, then Corpay reserves the right, for so long as your bankruptcy proceedings or other financial distress continues, to take up to three (3) additional Business Days after Business Day 3 to confirm that funds have been successfully credited to the Trust Transaction Account before Corpay shall be obligated to disburse funds in payment of your invoices.

If Corpay receives an invoice from you through Partner's Platform for which the funds required to pay such invoice cannot be debited from the Customer Transaction Account because of insufficient funds blocking such debit, (i) a \$100 NSF fee will be assessed for such invoice; and (ii) Corpay reserves the right to suspend or terminate your use of the Corpay Software and Corpay Electronic Payment Services.

### 4. Equipment and Software.

To use the Corpay Software and Corpay Electronic Payment Services through Partner's Platform, you must have your own Internet Service Provider ("ISP") or other means of accessing the Internet, the necessary computer equipment, and a compatible browser. Corpay is not responsible for the actions or inactions of your ISP or other Internet access provider. Corpay is not responsible for any error, failure or malfunction of your computer or your or Partner's software. Corpay is not responsible for any security breach, compromise, intrusion, misuse and/or failure accomplished via, using, or exploiting your or Partner's firewall, computer hardware, computer software, or computer network through which you access the Corpay Software and/or Corpay Electronic Payment Services.

5. Corpay Software Ownership, License and Restrictions.

Corpay owns all of the right, title and interest in and to the Corpay Software and Corpay Electronic Payment Services. The Corpay Software and Corpay Electronic Payment Services are protected by copyright, trademark, patent and/or other intellectual property or proprietary rights and laws.

Subject to your acceptance of and continued compliance with all of the terms and conditions of this TOU, Corpay hereby grants you through Partner's Platform a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Corpay Software solely in the format provided to you by Corpay for the sole purpose of accessing and using the

Corpay Electronic Payment Services. Upon the expiration or earlier termination of this TOU, you agree to immediately cease using the Corpay Software.

You agree not to use the Corpay Software or Corpay Electronic Payment Services for commercial purposes, except as expressly permitted herein. All rights not expressly granted to you hereunder are reserved to Corpay and its licensors.

You agree to use the Corpay Software and Corpay Electronic Payment Services in accordance with all applicable laws, rules and regulations. You agree that, if Corpay reasonably suspects that your account with Corpay has been or is being used for any unauthorized, illegal, or criminal purpose, Corpay may share information about you, your account with Corpay, and any of your transactions with law enforcement, provided that Corpay shall attempt to notify you or Partner in advance unless prohibited by law or judicial order.

### 6. Confidentiality and Privacy

Each party (a) shall keep all information relating to the other party confidential; (b) may only use and/or process such confidential information to the extent necessary for the purposes of performing its obligations under this TOU, as otherwise authorized by this TOU or for Corpay credit purposes; and (c) may only disclose such information with the prior written consent of the other party or if required by applicable law, provided, you hereby authorize Corpay to allow Partner to have access to your account to copy and transfer your supplier payment data to Partner's Platform and any related software systems. You acknowledge that Corpay may, without prior notice to you, disclose information to a government agency or third party empowered by such government agency to comply with (or evidence compliance with) anti-money laundering laws and regulations. Corpay represents that it is and shall be in compliance with all applicable laws, including privacy laws and regulations. Please see Corpay's privacy policy at https://payments.corpay.com/privacypolicy.. You shall ensure that neither Supplier Payment Information nor Supplier Payment Methods contain or constitute information that can identify, either directly or indirectly, a natural person. Personally identifiable information includes, without limitation, a natural person's name, identification number, location data, an online identifier or one or more other factors specific to a natural person's physical, physiological, genetic, mental, economic, cultural or social identity. You shall not provide any such information to Corpay as it is not necessary to complete payment instructions to business entities. In the event that you use the Corpay Software or Corpay Electronic Payment Services to make payments to your employees or suppliers residing or located in the European Union, you acknowledge and agree that Corpay is facilitating such payments at your behest and not in connection with the offering of Corpay services to such employees or suppliers.

### 7. Compliance

Corpay shall perform an annual third-party audit in accordance with the Statement on Standards for Attestation Engagements No. 16 (SSAE 16) and the International Standards for Assurance Engagements No. 3402 (ISAE 3402) and shall obtain a SSAE 16 (SOC 1) / ISAE 3402 Type II Report. No more than once per year, you may submit one request for a copy of Corpay's final SSAE 16 (SOC 1) / ISAE 3402 Type II Report. If similar third-party audits, standards and/or certifications become available in the future, Corpay may choose to perform such audit and/or certify to such established industry standard selected by Corpay in place of those in the preceding sentences. Corpay does not store or send customer cardholder data and is therefore not subject to Payment Card Industry Data Security Standard (PCI DSS) compliance.

### 8. Termination

You may terminate your use of the Corpay Software and Corpay Electronic Payment Services at any time for any or no reason. Corpay may terminate your use of Corpay Software and Corpay Electronic Payment Services at any time if: (a) you materially breach this TOU; (b) Corpay is required to do so by law; and/or (c) Corpay elects to discontinue the Corpay Software and Corpay Electronic Payment Services. Additionally, Corpay may terminate your use of the Corpay Software and Corpay Electronic Payment Services at any time without cause by providing you with 60 days' prior written notice of such termination. Each party's rights and obligations under this TOU that have accrued prior to any termination of this TOU shall survive such termination. Following termination of your use of the Corpay Software and Corpay

Electronic Payment Services, Corpay will provide you access to your payment history within AP Gateway for a period of two years.

### 9. Notices

Corpay may provide notices to you by: (a) e-mailing them to the e-mail address of your authorized contact or (b) mailing them via regular post or courier to your physical postal address. You may provide notices to Corpay via email at <a href="legal@nvoicepay.com">legal@nvoicepay.com</a> or by courier or regular mail to: Legal Department, 8905 SW Nimbus Avenue Suite 240, Beaverton, OR 97008. Notices sent by e-mail will be deemed received 24 hours after e-mailing unless a party receives notice that the e-mail was not delivered. Notices sent by courier will be deemed received upon actual receipt. Notices sent by regular mail will be deemed received three (3) Business Days after deposit in the mail with first-class postage prepaid.

### 10. Subcontracting

You agree that Corpay may engage any third-party subcontractor in order to perform its responsibilities under this TOU, provided that Corpay shall be responsible for such performance.

11. Representations, Warranties, and Disclaimers.

Each party represents and warrants to the other party that: (i) it has the power and authority to carry on its business and it is duly qualified to do business in each jurisdiction where the conduct of its business requires such qualification and where failure to qualify would have a material adverse effect on its operations; (ii) the execution, delivery, and performance of this TOU has been duly and validly authorized; (iii) it has all state and local authorizations, permits, registrations, consents and licenses necessary for it to carry on its business as it is now being conducted; (iv) it's execution, delivery, and performance of this TOU does not, and will not, violate any provision of any applicable state or local law, rule, regulation, ordinance, order, writ, judgment, injunction, decree, determination or award; (v) its execution, delivery, and performance of this TOU does not, and will not, result in a breach of, or constitute a default under, any agreement to which it is a party or by which it is bound; and (vi) any and all information provided to the other party is true, accurate and complete.

You additionally represent and warrant to Corpay that (i) you are a corporate entity (and not an individual) registered, operating, and physically located in the U.S.; (ii) you are not (at law) a shell bank, non-licensed bank, or MSB; and (iii) you shall obtain proper authorization and consent to provide and share with Corpay the information that is owned by and/or relates to any third party, including any of your suppliers, prior to providing such information to and sharing it with Corpay. You acknowledge that Corpay may, directly or through third parties, make any inquiries that Corpay considers necessary to validate your identity and/or any information provided by you.

Corpay additionally represents and warrants to you that Corpay will perform the Corpay Electronic Payment Services in accordance with the terms and conditions of this TOU and applicable law. If you notify Corpay of a material failure of Corpay to perform any of its obligations under this TOU, Corpay will use reasonable efforts to cure such failure at its cost and expense.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS TOU, TO THE FULLEST EXTENT PERMITTED BY LAW, CORPAY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE CORPAY SOFTWARE AND CORPAY ELECTRONIC PAYMENT SERVICES. CORPAY DOES NOT MAKE ANY WARRANTY THAT THE CORPAY SOFTWARE OR CORPAY ELECTRONIC PAYMENT SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY STATED IN THIS TOU.

### 12. Indemnification

You shall indemnify, defend and hold harmless Corpay, and each of its Affiliates<sup>1</sup>, and its and their respective officers, directors, shareholders, employees, agents, contractors, successors and assigns, from and against any and all claims, suits, actions, proceedings, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) asserted by any third party relating to: (i) any breach by you of this TOU; and/or (ii) any payment initiated and/or made by you using the Corpay Software and Corpay Electronic Payment Services, unless caused by a negligent action or inaction of Corpay not taken at your direction.

### 13. Limitation of Liability

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, OR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION PROVIDED IN CONNECTION WITH THE USE OF THE CORPAY SOFTWARE AND CORPAY ELECTRONIC PAYMENT SERVICES, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE. CORPAY'S AGGREGATE LIABILITY FOR DAMAGES IN CONNECTION WITH THIS TOU, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) SHALL NOT EXCEED UNDER ANY CIRCUMSTANCESTHE TOTAL AMOUNT OF REVENUE RECEIVED BY CORPAY WITH RESPECT TO PAYMENTS MADE BY CORPAY TO YOUR SUPPLIERS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, THIS LIMITATION SHALL NOT APPLY TO AMOUNTS PROVIDED BY YOU TO CORPAY TO FOR SUPPLIER PAYMENTS WHICH CORPAY FAILS TO REMIT TO THE SUPPLIER AS INSTRUCTED BY YOU DUE SOLELY TO CORPAY'S ACTIONS OR INACTIONS.

### 14. Force Majeure

Each party shall be excused from performance under this TOU for any period to the extent that such party is prevented from performing any obligation, in whole or in part, as a result of: (a) causes beyond its reasonable control and without its negligent or willful misconduct, including without limitation, acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third-party nonperformance, or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment; and/or (b) such party having a reasonable belief that performing such obligation would violate any applicable law, rule or regulation. The foregoing clause (a) of this Section 16 applies only to non-payment obligations.

### 15. Assignment

Neither party may assign, whether voluntarily or involuntarily, by operation of law or otherwise, this TOU or any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, any party may assign this TOU as part of a merger, consolidation, corporate reorganization, sale of all or substantially all of such party's assets, sale of stock, change of name or like event, and Corpay may engage subcontractors as set forth in Section 11 above. Corpay may assign this TOU to one or more of its Affiliates without your consent.

### 16. Miscellaneous

If any provision of this TOU is be deemed to be unlawful, void or for any reason unenforceable, then that provision will be deemed severable and will not affect the validity and enforceability of any remaining terms and conditions of this TOU. This TOU shall not create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between the parties. Any heading, caption or section title contained in this TOU is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. This TOU, together with all documents incorporated herein by reference, is the entire agreement between the parties relating to

Corpay 8905 SW Nimbus Ave, Beaverton, OR 97008

<sup>&</sup>lt;sup>1</sup> An "Affiliate" of a party is an entity that controls, is controlled by, or is under common control with, such party. The term "control" means the possession, direct or indirect, of the power to direct or cause the direction of management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

the subject matter hereof and supersedes any and all prior or contemporaneous written or oral agreements or understandings between the parties relating to such subject matter. Nothing in this TOU, express or implied, is intended to or will confer on any person (other than the parties and their respective successors or permitted assigns) any rights, remedies, obligations or liabilities.

Corpay reserves the right to change this TOU in whole or in part and will use commercially reasonable efforts to provide you with sixty (60) days' prior notice of any change. Your continued use of the Corpay Software and Corpay Electronic Payment Services following Corpay making any revised version of this TOU reasonably available to you will constitute your acceptance of the revised version.

If the latest version of this TOU applicable to you conflicts with any other document between you and Corpay, the applicable TOU shall control to the extent of any direct conflict. Notwithstanding the foregoing, Nvoicepay will not amend this TOU with respect to Sections 11, 12, 13, or 16 in a manner that may detriment your rights without your prior written consent.

# **Exhibit B**Revenue Sharing Schedule

### Transaction Fees

Transaction Type	Per Transaction Cost
Check	\$0.80 + Postage

In the event the Customer requires more than two (2) bank accounts to be configured in connection with the Vendor Payment Services, the following additional fees\* will be applied as a onetime fee.

Bank Account Set-Up fee	Fee
First 2 Bank Accounts	Included
Additional Bank Accounts	\$250 per account for less than 10 accounts
	\$200 per account for 10-20 accounts
	\$150 per account for over 20 accounts

Tyler will promptly invoice Customer for onetime fees and Customer agrees to pay such invoices within thirty (30) days after the date of the applicable invoice.

\* Fees and subject to alteration if expressly indicated in the Tyler sales quotation. Fees may be changed upon at least ninety (90) days advance notice to Customer.

### **Payment Terms**

Tyler will provide an annual Customer account Statement with incurred fees in the preceeding twelve (12) months of Monthly Reports.



Sales Quotation For:

jpatterson@forestparkga.gov Forest Park GA 30297-2209 City of Forest Park +1 (470) 826-4952 Jeremi Patterson 745 Forest Pkwy

Quote Expiration Quoted BY

Jordan Marcotte 4/17/24 AP Automation Quote Name

> Tyler Fees per Transaction Description

ERP Pro powered by Incode

ERP Pro 9 Financial Management Suite

AP Automation

\$ 0.00

One Time Fees Summary

Total Tyler Services

**Summary Total** 

**Contract Total** 

CONFIDENTIAL

\$0

\$0 \$ 0

**Recurring Fees** 

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# Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

# AP Automation

AP Automation pricing quoted reflects processing via ACH or Virtual Card. Processing checks will incur a fee and an invoice will be provided annually based on actual usage. Please refer to the Terms of Use for Fee Structure.

subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

# Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis. Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into
- provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration

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suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: https://www.tylertech.com/terms/tyler-saas-

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:
Ricky L. Clark, 18.

P.O.#;

Date:

2023-432485-S6J8S4

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CONFIDENTIAL

### File Attachments for Item:

6. Council Discussion and Approval of a request to Change the Job Title of Administrative Supervisor to Office Coordinator in the Planning & Community Development Department-Human Resources Department

### **Background/History:**

Planning and Community Development would like to modify their organizational chart by changing the job title of Administrative Supervisor to Office Coordinator. Based on the duties of an Administrative Supervisor, the Office Coordinator title would be more in line with the duties the current employee performs. The jobs are in the same Pay Grade (110). This position will not be supervising anyone, however this position handles all of the administrative tasks within the department and serves as backup in the department when needed. The Planning and Community Development Director is requesting to increase the salary for this position to \$54,000 which would be comparable to other Office Coordinators in the City.



# **City Council Agenda Item**

Subject:	Request to Change Job	Title from Administrative S	Supervisor to Office (	Coordinator in the
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Planning & Community Development Department

**Submitted By:** Human Resources Department

Date Submitted: November 29, 2023

Work Session Date: December 4, 2023

Council Meeting Date: December 4, 2023

### Background/History:

Planning & Community Development would like to modify their organizational chart by changing the job title of Administrative Supervisor to Office Coordinator. Based on the duties of an Administrative Supervisor, the Office Coordinator title would be more in line with the duties the current employee performs. The jobs are in the same Pay Grade (110). This position will not be supervising anyone, however this position handles all of the administrative tasks within the department and serves as backup in the department when needed. The Planning & Community Development Director is requesting to increase the salary for this position to \$54,000 which would be comparable to other Office Coordinators in the city.

Cost: \$ \$6594.10	Budgeted for:	Yes	Х	No
Financial Impact:	If approved this will be an increase in the salary line item for PCD.			

### **Action Requested from Council:**

I would like Mayor and Council to approve the Job Title Change and the salary increase.

ORDINANCE NO.
---------------

AN ORDINANCE AMENDING THE CITY BUDGET FOR FISCAL YEAR 2023-2024 TO CHANGE THE JOB TITLE OF ADMINISTRATIVE SUPERVISOR TO OFFICE COORDINATOR IN THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

### **WITNESSETH:**

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 providing public services to residents located within the corporate limits of the City;

WHEREAS, the City Council adopted its Fiscal Year 2023-2024 budget on June 29, 2023;

WHEREAS, it has been determined to be necessary to amend the budget to change the job title of Administrative Supervisor to Office Coordinator in the Planning & Community Development Department; and

WHEREAS, having complied with all necessary legal requirements, the City Council wishes to amend the Fiscal Year 2022-2023 budget to transfer the position;

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

**SECTION 1. Approval of Budget Amendment.** The following is hereby adopted as an amendment to the Budget for Fiscal Year 2023-2024 for the City of Forest Park, Georgia:

The job title of Administrative Supervisor is changed to Office Coordinator in the Planning & Community Development Department and the salary of such position is increased to \$54,000.

The Finance Department and Human Resources Department are hereby authorized to amend the budget tables and the organizational chart of the City to reflect these changes.

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

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

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

### **SECTION 5.** Codification and Severability.

- (a) It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were upon their enactment believed by the City Council to be fully valid, enforceable and constitutional.
- (b) It is hereby declared to be the intention of the City Council that to the greatest extent allowed by law each and every section, paragraph, sentence, clause or phrase of this ordinance is severable from every other section, paragraph, sentence, clause or phrase of this ordinance. It is hereby further declared to be the intention of the City Council that to the greatest extent allowed by law no section, paragraph, sentence, clause or phrase of this ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this ordinance.
- (c) In the event that any section, paragraph, sentence, clause or phrase of this ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the ordinance and that to the greatest extent allowed by law all remaining Sections, paragraphs, sentences, clauses, or phrases of the ordinance shall remain valid, constitutional, enforceable, and of full force and effect.
- <u>SECTION 6</u>. <u>Repeal of Conflicting Provisions</u>. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Item #6.

## SO ORDAINED this 4<sup>th</sup> day of December, 2023.

	Angelyne Butler, Mayor
ATTEST:	
City Cloub	(SEAL)
City Clerk APPROVED AS TO FORM:	
City Attorney	

### File Attachments for Item:

**7.** Council Discussion and Approval of the Transportation Service Businesses Text Amendment – Planning and Community Development Department

### **Background/History:**

Chapter 8, Articles A, B, and C of the Code of Ordinances, specifically the Zoning Ordinance, does not clearly address the use of certain transportation businesses, such as taxicab and limousine services, taxi and limousine dispatch and storage service and ambulance services in the City of Forest Park. The proposed legislation request is to amend the Code of Ordinances to clearly specify the uses of such businesses in certain zoning districts in the City.



# **City Council Agenda Item**

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Subject:	Transportation Service Businesses Text Development	Amendment – Planning	& Community	
Submitted By:	LaShawn Gardiner, Director			
Date Submitted:	November 20, 2023			
Work Session Date:	December 4, 2023			
Council Meeting Date	e: December 4, 2023			
Background/History:				
address the use of cert dispatch and storage s	B, and C of the Code of Ordinances, specification transportation businesses, such as taxing service and ambulance services in the City of Ordinances to clearly specify the uses of	icab and limousine servion of Forest Park. The prop	ces, taxi and lir posed legislatio	mousine on request
Cost: \$ N/A		Budgeted for:	Yes	No
Financial Impact:				
N/A				
Action Requested fro	om Council:			
Approval.				

### STAFF REPORT-Text Amendment

### **Planning Commission**

Public Hearing Date: November 16, 2023

City Council Meeting: December 4, 2023

Case: TA-2023-05

Proposed Request: Text Amendment to Article A: Definitions and Article B: Zoning Districts, Overly

Districts, and Design Guidelines Established;

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

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

### PRPOSED TEXT AMENDMENTS

1. The Planning & Community Development Department is proposing multiple text amendments to the Zoning Ordinance related to transportation services and uses. Case TA-2023-05 includes an amendment providing an addition to Sec. 8-3-3 Definitions, and amendments to permitted and conditional use permits in Section 8-8-40 (General Commercial); Section 8-8-44 (Light Industrial); and Section 8-8-84 (Limitations on Certain Businesses).

### **BACKGROUND**

The Planning & Community Development Department has discovered that Title 8, Section 8 of the current Zoning Ordinance does not adequately address the use of certain transportation businesses, such as taxi and limousine services, taxi and limousine dispatch and storage service, and ambulance services. The requested amendments will not be injurious to the public health, safety, morals, and general welfare of the community. The use will not be affected in a substantial, adverse manner.

The following text amendments are proposed:

- 2. An amendment to Section 8-3-3 Definitions, adding Ambulance, Ambulance Services, Driver, Taxicab, Taxicab Service, limousine, limousine service, Taxi, and limousine dispatcher.
- 3. An amendment to Section 8-8-40 General Commercial Zoning District to add ambulance services, , taxicab services, , limousine service and taxi and limousine dispatch & storage as a conditional use.
- 4. An amendment to Section 8-8-44 (Light Industrial) to add ambulance, ambulance services, taxi, taxi services, limousine, limousine service3s and taxi and limousine dispatch & storage as permitted uses.
- 5. An amendment to Section 8-8-84 (g) to include ambulance services, taxicab services, limousine services, taxicab, and limousine dispatch as businesses with space limitations.
- 6. An amendment to Section 8-8-84 to add two new subsections, (N) and (O) to provide limitations on the number of vehicles such businesses may have on site and vehicle storage of such businesses in light industrial districts.

The current zoning ordinance was very vague in where such businesses were allowed per the zoning districts. This update creates better clarity of where such businesses are allowed in the city. Any applicant will still have to adhere to all licensing and regulations as required in state law (O.C.G.A. § 40-1-190 et. seq.).

### Section 8-3-3 Definitions

- **1. Ambulance** is a vehicle specially equipped for taking sick or injured people to and from the hospital, especially in emergencies.
- 2. Ambulance services-services provided by a licensed ambulance provider on the ground or air transportation of a sick or injured person in a specially designed and equipped vehicle which includes a trained ambulance attendant who is licensed or certified as required by state law.
- **3. Driver** means the operator of a taxicab.
- **4. Limousine** a large, chauffeur-driven luxury vehicle usually with a partition between the driver compartment and the passenger compartment used to transport passengers in return for payment, typically more luxurious than a taxicab and without a taximeter.
- **5. Limousine dispatcher**-schedules and dispatch workers and service workers for conveyance of passengers, while providing exceptional customer service for external and internal customers.
- **6. Limousine Service** shall mean a service whereby a vehicle is held out for hire, including the services of the driver of said vehicle, for purposes of traveling from one destination to another for a specified fee, or is contracted for or engaged on an hourly basis.
- **7.** *Taxicab* is hereby defined to be a motor vehicle or similar vehicle operated for hire, used to transport passengers, uses a taximeter, and is authorized to provide taxicab services pursuant to this chapter.
- **8. Taxi Dispatcher** is a person designated to send cabs off to customers and keep records of all road-service calls. They may stay in touch with the drivers by phone, computer, or two-way radio, and help drivers with problems and answer their questions.
- **9. Taxicab services** means the act of picking up passengers in the incorporated limits of the city, and accepting or soliciting any consideration, charge or fee which is determined by agreement, by mileage, by the length of time the vehicle is used or by contract for the use of any taxicab.

In an effort to clearly define the use of noted transportation businesses in zoning districts in the city, ambulance services, taxicab services, limousine service, and taxicab and limousine dispatch will be allowed as a Conditional Use in the General Commercial (GC) District as follows.

### Section 8-8-40 General Commercial (GC) District

The intent of the GC district is to provide a land use category for a diversity of commercial uses that provide products and services on a regional level.

The provisions that regulate this land use district should promote an appropriate mixture of retail, personal service, dining, and entertainment uses that will allow for improved vehicular circulation and pedestrian movements.

The following uses shall be permitted as a Conditional Use in the General Commercial District Permitted Uses

Retail and Business Uses

- Any use permitted in the institutional commercial (IC) district
- Antique shops, provided that there is no outdoor display or storage

- Automobile broker
- Automobile gasoline sales
- Automobile rental and leasing facilities
- Automobile sales (new dealerships)
- Automobile minor service/repair
- Automobile wash/wax centers
- Building and lumber supply establishments, providing that there is not outside storage of materials or equipment
- Catering establishments
- Colleges, universities, and vocational technical schools
- Commercial parking garages and lots
- Commuter transit, such as bus and train
- Fitness centers, gyms, yoga studios, and similar group instruction
- Funeral home/mortuary establishments
- Furniture sales and showrooms
- Hotels
- Indoor recreation, including bowling alleys, pool rooms, electronic gaming machines, and other similar activities
- Museums and art galleries
- Mystic/spiritual readings and shops
- Night club, dance club, tavern, and similar establishments
- Package stores
- Palm readers/psychics/fortune tellers
- Pet shops having no outside kennels
- Private school K-12
- Professional/business schools and colleges or other private schools offered for profit
- Restaurants and other dining establishments with or without a drive-through configuration
- Retail warehouses/wholesales providing sales of merchandise with no outdoor storage
- Sporting field and complexes
- Stationary, office supply, and equipment stores
- Tattoo parlors and piercing studios
- Theaters, assembly halls, concert hall, or similar places of assembly when conducted completely within enclosed building
- Trade shops, including electrical plumbing, heating/cooling, and roofing/siding, having no outside storage
- Vape and tobacco shops
- Veterinary clinics

### Public/Institutional

- Municipal, county, state or federal buildings
- Public school K-12

### **Conditional Uses**

Retail and Business Uses

- Ambulance Services (\* vehicle limitation)
- Auction galleries

- Automobile sales (used dealerships)
- Flea Market
- Limousine services (\*vehicle limitation)
- Outdoor amusement enterprises, including carnivals, bazaars, miniature golf, and batting cages
- Mini-warehouses and storage buildings
- Night club, dance club, tavern and similar establishments
- Pawn shop
- Places of assembly
- Places of Worship
- Secondhand stores, including apparel, music, movies, gaming, and books
- Taxicab services (\*vehicle limitation)
- Taxicab and limousine dispatch (without vehicle storage)

In an effort to clearly define the use of noted transportation businesses in zoning districts in the city, ambulance services, taxicab services, limousine service, and taxicab and dispatch shall be allowed as a Permitted Use in Light Industrial (LI) District as follows.

### Section 8-8-44 Light Industrial (LI) District

The intent of the LI district is to allow a land use category for assembly, warehousing, wholesale activities, and other industrial operations. The provisions that regulate this land use district should make the district compatible with Hartsfield-Jackson Atlanta International Airport, the State Farmers Market, the City's Commercial Districts, and environmentally sensitive areas.

This district should be used in combination with the GC district in areas with convenient access to the interstates and other major transportation routes.

### **Permitted Uses**

Industrial and Warehousing

- Agricultural implementation and equipment establishments
- Ambulance Services
- Auto engine, body repair, and undercoating shops when completely enclosed
- Automobile rental and leasing facilities
- Automobile, truck, or trailer repair facilities
- Breweries and distilleries
- Building materials and lumber supply establishments
- Commercial parking garages and lots
- Computer and data processing services
- Gasoline service stations and truck stops
- Greenhouses and nurseries, including landscaping services
- Limousine services
- Manufacturing, compounding, processing, or assembling food or consumer goods
- Mini-warehouses and storage
- Newspaper and printing plants
- Nonprofit fraternal organizations and clubs
- Offices and administrative facilities

• Public utilities such as electric substations, storage of materials and trucks, repair facilities, offices and electric.

generating plants

- Recreational vehicle/boat sales and service
- Repair, reconditioning, and manufacturing
- Research, experimental, testing laboratories, blood plasma centers, blood banks, similar blood products and/or donation centers
- Taxicab services
- Taxicab and limousine dispatch (with vehicle storage)
- Truck, trailer, tractor sales and service
- Towing, wrecking, and impound service
- Tractor and trailer parking and storage
- Trade shops, including electrical, plumbing, heating/cooling, and roofing
- Trade/industrial/vocational schools
- Wholesale business, warehouse, distribution, trucking terminal, and similar non processing storage and

distribution uses

### Public/Institutional

Municipal, county, state, or federal buildings

### Communications/Utilities

- Utility substation
- Water tower

Conditional Uses

**Retail and Business Uses** 

• Bowling alley, billiard hall, indoor archery and firearm range, indoor tennis courts, indoor skating rink, or similar

forms of indoor commercial recreation

- Automobile sales
- Places of assembly
- Places of worship

### Communications/Utilities

• Wireless telecommunications

Accessory Uses

- Gate and security buildings
- Outdoor storage

To avoid an over-concentration of ambulance service, limousine services, taxicab services, and limousine and taxicab service dispatch, it is necessary to establish spacing requirements to the list of businesses currently in Section 8-8-84 (G).

### **Section 8-8-84 Limitations on Certain Businesses**

Amend Section 8-8-84 (G) Spacing. This code section shall apply to the following types of businesses:

- (g) Spacing. This Code section shall apply to the following types of businesses:
- (1) Hair salons and barbershops;
- (2) Nail salons;
- (3) Tire shops;
- (4) Pawn, title lending and cash for title shops;
- (5) Vapor shops and smoke shops;
- (6) Thrift stores and consignment shops;
- (7) Auto and truck repair shops (except that the spacing limitations shall not apply to such shops within the light industrial or heavy industrial zoning districts);
- (8) Appliances shops;
- (9) Tattoo shops;
- (10) Ambulance services;
- (11) Taxicab Services;
- (12) Limousine services;
- (13) Taxicab and limousine dispatch; and
- (14) Small box discount stores as defined in section 8-8-84(i).

Add new subsections (N) and (O) to Section 8-8-84 as follows.

- (N) Ambulance services, limousine services, and taxicab services shall have no more than three (3) business vehicles on the premises of the business during hours of operation. Vehicles should be parked behind or on the side of the business facility when vehicles are not in use.
- (O) Taxicab and limousine dispatch with vehicle storage is only allowed in Light Industrial districts, and vehicles should be parked in an orderly manner in secured, fenced area.

Staff recommends **Approval** of the proposed text amendment to the identified code sections of the Zoning Ordinance.

<b>ORDINANCE</b>	NO.				

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CHAPTER 8 ARTICLES A, B, AND C; SECTION 8-3-3 (DEFINTIONS); SECTION 8-8-40 (GENERAL COMMERCIAL); SECTION 8-8-44 (LIGHT INDUSTRIAL) AND SECTION 8-8-84 (LIMITATIONS ON CERTAIN BUSINESSES); TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFECTIVE DATE; AND FOR OTHER PURPOSES.

### WITHNESSETH:

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

**SECTION 1.** That Section 8-3-3 Definitions of the Code of Ordinances, is hereby amended by adding additional definitions to said section of definitions by the following in lieu thereof:

Sec. 8-3-3. Definitions.

Words and phrases used in this chapter shall have the meanings set forth in this section. Words and phrases not defined in this section but defined in the zoning ordinance of the City of Forest Park shall be given the meanings set forth in such ordinance. All other words and phrases shall be given their common, ordinary meaning, unless the context clearly requires otherwise. Section headings or captions are for reference purposes only and shall not be used in the interpretation of this chapter.

- **Ambulance** a vehicle specially equipped for taking sick or injured people to and from the hospital, especially in emergencies.
- Ambulance services-services provided by a licensed ambulance provider on the ground or air transportation of a sick or injured person in a specially designed and equipped vehicle which includes a trained ambulance attendant who is licensed or certified as required by state law.
- **Driver** means the operator of a taxicab.
- **Limousine** a large, chauffeur-driven luxury vehicle usually with a partition between the driver compartment and the passenger compartment used to transport passengers in return for payment, typically more luxurious than a taxicab and without a taximeter.
- **Limousine dispatcher**-schedules and dispatch workers and service workers for conveyance of passengers, while providing exceptional customer service for external and internal customers.
- **Limousine Service** shall mean a service whereby a vehicle is held out for hire, including the services of the driver of said vehicle, for purposes of traveling from one destination to another for a specified fee, or is contracted for or engaged on an hourly basis.
- **Taxicab** is hereby defined to be a motor vehicle or similar vehicle operated for hire, used to transport passengers, uses a taximeter, and is authorized to provide taxicab services pursuant to this chapter.
- Taxi Dispatcher- is a person designated to send cabs off to customers and keep records of all road-service calls. They may stay in touch with the drivers by phone, computer, or two-way radio, and help drivers with problems and answer their questions.
- Taxicab services means the act of picking up passengers in the incorporated limits of the city, and accepting or soliciting any consideration, charge or fee which is determined by agreement, by mileage, by the length of time the vehicle is used or by contract for the use of any taxicab.

**SECTION 2.** That Section 8-8-40 of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by updating the use of certain businesses in the General Commercial zoning district as a conditional use.

The intent of the GC district is to provide a land use category for a diversity of commercial uses that provide products and services on a regional level.

The provisions that regulate this land use district should promote an appropriate mixture of retail, personal service, dining, and entertainment uses that will allow for improved vehicular circulation and pedestrian movements.

The following uses shall be permitted as a Conditional Use in the General Commercial District.

### **Permitted Uses**

Retail and Business Uses

- Any use permitted in the institutional commercial (IC) district
- Antique shops, provided that there is no outdoor display or storage
- Automobile broker
- Automobile gasoline sales
- Automobile rental and leasing facilities
- Automobile sales (new dealerships)
- Automobile minor service/repair
- Automobile wash/wax centers
- Building and lumber supply establishments, providing that there is not outside storage of materials or equipment
- Catering establishments
- Colleges, universities, and vocational technical schools
- Commercial parking garages and lots
- Commuter transit, such as bus and train
- Fitness centers, gyms, yoga studios, and similar group instruction
- Funeral home/mortuary establishments
- Furniture sales and showrooms
- Hotels
- Indoor recreation, including bowling alleys, pool rooms, electronic gaming machines, and other similar activities
- Museums and art galleries
- Mystic/spiritual readings and shops
- Night club, dance club, tavern, and similar establishments
- Package stores
- Palm readers/psychics/fortune tellers
- Pet shops having no outside kennels
- Private school K-12
- Professional/business schools and colleges or other private schools offered for profit
- Restaurants and other dining establishments with or without a drive-through configuration
- Retail warehouses/wholesales providing sales of merchandise with no outdoor storage
- Sporting field and complexes

- Stationary, office supply, and equipment stores
- Tattoo parlors and piercing studios
- Theaters, assembly halls, concert hall, or similar places of assembly when conducted completely within enclosed building
- Trade shops, including electrical plumbing, heating/cooling, and roofing/siding, having no outside storage
- Vape and tobacco shops
- Veterinary clinics

### Public/Institutional

- Municipal, county, state or federal buildings
- Public school K-12

### **Conditional Uses**

Retail and Business Uses

- Ambulance Services (\* vehicle limitation)
- Auction galleries
- Automobile sales (used dealerships)
- Flea Market
- Limousine services (\*vehicle limitation)
- Outdoor amusement enterprises, including carnivals, bazaars, miniature golf, and batting cages
- Mini-warehouses and storage buildings
- Night club, dance club, tavern, and similar establishments
- Pawn shop
- Places of assembly
- Places of Worship
- Secondhand stores, including apparel, music, movies, gaming, and books
- Taxicab services (\*vehicle limitation)
- Taxicab and limousine dispatch (without vehicle storage)

**Section 3.** That Section 8-8-44 of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by updating the use of certain businesses in the Light Industrial zoning district as a permitted use.

The intent of the LI district is to allow a land use category for assembly, warehousing, wholesale activities, and other industrial operations. The provisions that regulate this land use district should make the district compatible with Hartsfield-Jackson Atlanta International Airport, the State Farmers Market, the City's Commercial Districts, and environmentally sensitive areas.

This district should be used in combination with the GC district in areas with convenient access to the interstates and other major transportation routes.

### **Permitted Uses**

Industrial and Warehousing

Agricultural implementation and equipment establishments

- Ambulance Services
- Auto engine, body repair, and undercoating shops when completely enclosed
- Automobile rental and leasing facilities
- Automobile, truck, or trailer repair facilities
- Breweries and distilleries
- Building materials and lumber supply establishments
- Commercial parking garages and lots
- Computer and data processing services
- Gasoline service stations and truck stops
- Greenhouses and nurseries, including landscaping services
- Limousine services
- · Manufacturing, compounding, processing, or assembling food or consumer goods
- Mini-warehouses and storage
- Newspaper and printing plants
- Nonprofit fraternal organizations and clubs
- Offices and administrative facilities
- Public utilities such as electric substations, storage of materials and trucks, repair facilities, offices and electric.

### generating plants

- Recreational vehicle/boat sales and service
- Repair, reconditioning, and manufacturing
- Research, experimental, testing laboratories, blood plasma centers, blood banks, similar blood products and/or donation centers
- Taxicab services
- Taxicab and limousine dispatch (with vehicle storage)
- Truck, trailer, tractor sales and service
- Towing, wrecking, and impound service
- Tractor and trailer parking and storage
- Trade shops, including electrical, plumbing, heating/cooling, and roofing
- Trade/industrial/vocational schools
- Wholesale business, warehouse, distribution, trucking terminal, and similar non processing storage and distribution uses

### Public/Institutional

• Municipal, county, state, or federal buildings

### Communications/Utilities

- Utility substation
- Water tower

### **Conditional Uses**

Retail and Business Uses

- Bowling alley, billiard hall, indoor archery and firearm range, indoor tennis courts, indoor skating rink, or similar forms of indoor commercial recreation
- Automobile sales

- Places of assembly
- Places of worship

### Communications/Utilities

• Wireless telecommunications

### Accessory Uses

- · Gate and security buildings
- Outdoor storage

**Section 4.** That Section 8-8-84 (g) of the Code of Ordinances, City of Forest Park, Georgia is hereby amended to include space limitations on certain transportation business services.

To avoid an over-concentration of ambulance service, limousine services, taxicab services, and limousine and taxicab service dispatch, it is necessary to establish spacing requirements to the list of businesses currently in Section 8-8-84 (G).

### **Section 8-8-84 Limitations on Certain Businesses**

Amend Section 8-8-84 (G) Spacing. This code section shall apply to the following types of businesses:

- (g) Spacing. This Code section shall apply to the following types of businesses:
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- (5) Vapor shops and smoke shops;
- (6) Thrift stores and consignment shops;
- (7) Auto and truck repair shops (except that the spacing limitations shall not apply to such shops within the light industrial or heavy industrial zoning districts);
- (8) Appliances shops;
- (9) Tattoo shops;
- (10) Ambulance services;
- (11) Taxicab Services;
- (12) Limousine services;
- (13) Taxicab and limousine dispatch; and
- (14) Small box discount stores as defined in section 8-8-84(i).

**Section 5.** To add new subsections (N) and (O) to Section 8-8-84 that addresses the number of vehicles transportation businesses may have on site and parking and vehicle storage.

**(N)** Ambulance services, limousine services, and taxicab services shall have no more than three (3) business vehicles on the premises of the business during hours of operation. Vehicles should be parked behind or on the side of the business facility when vehicles are not in use.

**(O)** Taxicab and limousine dispatch with vehicle storage is only allowed in Light Industrial districts, and vehicles should be parked in an orderly manner in secured, fenced area.

<u>SECTION 6.</u> <u>Intention of the Governing Body.</u> It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Forest Park, Georgia, and the sections of the ordinance may be renumbered to accomplish such intention.

**SECTION 7. Approval of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Ordinance.

**SECTION 8.** 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 9.** Codification and Severability.

- (a) It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were upon their enactment believed by the City Council to be fully valid, enforceable, and constitutional.
- (b) It is hereby declared to be the intention of the City Council that to the greatest extent allowed by law each and every section, paragraph, sentence, clause, or phrase of this ordinance is severable from every other section, paragraph, sentence, clause, or phrase of this ordinance. It is hereby further declared to be the intention of the City Council that to the greatest extent allowed by law no section, paragraph, sentence, clause, or phrase of this ordinance is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this ordinance.
- (c) In the event that any section, paragraph, sentence, clause or phrase of this ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the ordinance and that to the greatest extent allowed by law all remaining Sections, paragraphs, sentences, clauses, or phrases of the ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**SECTION 10**. Repeal of Conflicting Provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 11. Effective Date**. This ordinance shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO ORDAINED this	day of	, 2023.
	Mayor Angelyr	ne Butler
ATTEST:		
	(SEAL)	
City Clerk		
APPROVED AS TO FORM:		
City Attorney		

### File Attachments for Item:

**8.** Council Discussion and Approval of GIS and Mapping Services with Clayton County-Planning and Community Development Department

### **Background/History:**

The Planning and Community Development Department has to amend its Zoning and Future Land Use Maps from time to time based on rezoning requests and other changes that may develop, such as information related to the Census. To ensure that our maps and GIS parcels are up to date it is necessary to have an entity that is readily responsive. We would like to engage in a discussion with Clayton County to determine if a partnership is feasible for its Community Development, GIS Division to assist with this service.



## **City Council Agenda Item**

I AKESILYKK	
Subject:	GIS and Mapping Services with Clayton County
Submitted By:	LaShawn Gardiner, Director
Date Submitted:	November 21, 2023
Work Session Date:	December 4, 2023
Council Meeting Date	e: December 4, 2023
time to time based on r Census. To ensure that responsive. We would for its Community Deve	nmunity Development Department has to amend its zoning and future land use maps from rezoning requests and other changes that may develop such as information related to the at our maps and GIS parcels are up to date it is necessary to have an entity that is readily like to engage in a discussion with Clayton County to determine if a partnership is feasible elopment, GIS Division to assist with this service.
Cost: \$ N/A	Budgeted for: Yes No
Financial Impact:	
N/A	
Action Requested fro	om Council:
Approval.	

<b>RESOLUTION</b>	

A RESOLUTION AUTHORIZING FOREST PARK CITY COUNCIL TO ENTER INTO A DISCUSSION WITH THE CLAYTON COUNTY BOARD OF COMMISSION TO ALLOW THE CLAYTON COUNTY COMMUNITY DEVELOPMENT DEPARTMENT TO PROVIDE GIS AND MAPPING SERVICES TO THE CITY OF FOREST PARK'S PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT; AND FOR OTHER PURPOSES.

**WHEREAS,** the Planning and Community Development Department provides mapping information to external and internal customers in the form of zoning maps, future land use maps, and other maps as needed that are germane to the functions of planning and land use; and

**WHEREAS**, a time block of 40 hours was purchased from InterDev to perform map services which has expired; and

**WHEREAS,** Lightbox formally GovClarity provides web application that includes parcel outline and data associated with each parcel such as tax identification, ward information, property owner information, and other parcel information; and

**WHEREAS,** a forming a partnership with the Clayton County Community Development GIS Division would be more appropriate seeing that the City of Forest Park is a municipality in Clayton County and tax and associated data is accessible; and

**WHEREAS,** any contractual terms and services would have to be decided and mutually agreed upon by each party; and

**WHEREAS,** upon internal discussions it has been recommended that such a partnership with the Clayton County Community Development GIS Division is more feasible.

THE CITY COUNCIL OF THE CITY OF FOREST PARK, GEORGIA, HEREBY RESOLVES, that the Mayor and Council of the City of Forest Park, is authorized to enter into a discussion with Clayton County Board of Commission to allow the Clayton County Community Development Department to provide GIS, Land Parcel and Mapping services to the City of Forest Park.

**BE IT FURTHER RESOLVED**, that the Mayor, or her designee is authorized to enter into discussion with the Clayton County Board of Commission to allow a partnership and agreement for GIS, Land Parcel and Mapping Services; and

**BE IT FINALLY RESOLVED**, that this Resolution shall be effective on the date of its approval by City Council.

SO BE IT RESOLVED this 4 <sup>th</sup> day of December, 2023.	
	Mayor
(SEAL)	
ATTEST:	
City Clerk	

#### File Attachments for Item:

9. Council Discussion and Approval on the review and approval of the updated 2023 City of Forest Park Comprehensive Plan- Planning and Community Development Department

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

The update of the 2023 Comprehensive Plan for the City of Forest Park began earlier this year. Over the course of this process, the steering committee met two (2) times; a public open house was held for the public to engage, ask questions, and provide feedback; two (2) public hearings were held at City Council meetings. Residents and stakeholders also had an opportunity to participate in the process through online surveys that were available on the City's social media platforms and website. The City of Forest Park's 2023 Updated Comprehensive Plan as approved by the Georgia Department of Community Affairs is presented to the City Council for review and to adopt the 2023 City of Forest Park Comprehensive Plan Update.

## OFFICE OF THE MAYOR

#### THE HONORABLE ANGELYNE BUTLER, MPA



November 13, 2023

Atlanta Regional Commission 229 Peachtree Street, NE, Ste. 100 Atlanta, Georgia 30303

RE: Comprehensive Plan Update Submittal

The City of Forest Park has completed an update of its comprehensive plan and is submitting it with this letter for review by the Atlanta Regional Commission and the Department of Community Affairs.

I certify that we have held the required public hearings and have involved the public in the development of the plan in a manner appropriate to our community's dynamics and resources. Evidence of this has been included in our submittal.

I certify that the appropriate staff and decision-makers have reviewed both the Regional Water Plan covering our area and the Rules for Environmental Planning Criteria (0.C.G.A. 12-2-8) and taken them into consideration in formulating our plan.

If you have any questions concerning our submittal, please contact LaShawn Gardiner, Planning & Community Development Director at 404-366-4720, ext. 326 or 470-990-2308, and via email, lgardiner@forestparkga.gov.

Sincerely,

Mayor Angelyne Butler, MPA City of Forest Park

**Enclosures** 



# Vision ONE Great REGION

#### Mission

Foster thriving communities for all within the Atlanta region through collaborative, data-informed planning and investments.

#### Goals



**Healthy, safe, livable communities** in the Atlanta Metro area.



**Strategic investments** in people, infrastructure, mobility, and preserving natural resources.



Regional services delivered with **operational excellence** and **efficiency**.



**Diverse stakeholders engage** and take a regional approach to solve local issues.



A competitive economy that is inclusive, innovative, and resilient.

#### **Values**

**Excellence** – A commitment to doing our best and going above and beyond in every facet of our work allowing for innovative practices and actions to be created while ensuring our agency's and our colleague's success.

**Integrity** – In our conduct, communication, and collaboration with each other and the region's residents, we will act with consistency, honesty, transparency, fairness and accountability within and across each of our responsibilities and functions.

**Equity** – We represent a belief that there are some things which people should have, that there are basic needs that should be fulfilled, that burdens and rewards should not be spread too divergently across the community, and that policy should be directed with impartiality, fairness and justice towards these ends.



229 Peachtree Street, NE | Suite 100 Atlanta, Georgia 30303

atlantaregional.org

## **ACKNOWLEDGEMENTS**

#### **Steering Committee**

Minister Justin Cook - Community Member Carolyn Franklin – Community Member Roderick Jackson - Forest Park Planning Commission Member Carmen Jones - Community Member Hector Gutierrez - Forest Park City Council Member Jonathan Rashmir - Community Member Bruce Abraham - Forest Park Economic Development Director LaShawn Gardiner - Forest Park Planning and Community Development Director

#### **City of Forest Park Staff**

LaShawn Gardiner - Director of Planning & Community Development

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This document was prepared by the Atlanta Regional Commission.

Unless otherwise noted, all photos were taken by City of Forest Park staff.

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## **EXECUTIVE SUMMARY**

One of the most impactful responsibilities of local government is planning – a word used to describe how a community shapes and guides growth and development. This update of Forest Park's Comprehensive Plan offers the opportunity to look beyond the execution of the day-to-day city services and consider where the City wants to be in the next five-years and the necessary steps to achieve that vision.

The most recent Comprehensive Plan for the City of Forest Park was adopted in 2018. The Georgia Department of Community Affairs mandates every city to provide an update to the Comprehensive Plan every five years to maintain the Qualified Local Government (QLG) status of the city and continue to receive funding for projects within the city.

This document has been shaped by combined efforts of the City Council, City Staff, stakeholders and active public participation and delves into the current advancement of the city and makes efforts to yield prospective opportunities for the city. Forest Park's Comprehensive Plan includes:

- Background
- Issues, Needs, and Opportunities
- Community Vision, Goals, and Policies
- Population
- Housing
- Broadband Access
- Economic Development
- Transportation
- Natural, Cultural, and Historic Resources
- Land Use
- Community Work Program Report of Accomplishments
- Appendix-Supporting Resources



## INTRODUCTION

The City of Forest Park is now in its 115th year of incorporation, and perhaps more than ever, the City is looking to the future to determine how it will adapt to new realities, grow strategically, and invest wisely in its people and places.

Broadly speaking, a comprehensive plan is a guide for communities to invest, develop and allocate services according to a shared vision formed through a public This is the Citv of Forest process. Comprehensive Plan and is meant to be used as that quide on simple every day decisions and complex, longterm challenges. It has three distinctive features:

- It is long-range, looking ahead 5, 10, and 20 years
- It is comprehensive, looking across many different facets of what a City does
- It is deliberative, looking within to understand the needs and desires of the City

Forest Park last updated their Comprehensive Plan in 2018, so this document includes new data, revised polices and a reimagined work program. It affirms the City's foremost vision, defines quality community goals and lays out a list of tasks for City leaders, staff and citizens to address a diverse range of issues and opportunities that, if completed, will take the City of Forest Park to new heights.

Some of the work of shaping the City of Forest Park's future will be done by residents, businesses, and nonprofits. However, the City of Forest Park's government and civic leadership will play the most important role in implementing the Comprehensive Plan's vision using these key tools:

- Regulation
- Capital spending
- Programs and staffing

The City provided multiple public engagement opportunities for the community to garner input on community issues and opportunities related to land use, transportation, housing, economic development and potential changes to the Future Land Use map and associated narrative, as well as potential work program items

This document weaves the ideas, viewpoints, and thoughts of many diverse voices from the community into a common vision. The City of Forest Park's success in implementing this common vision will depend on strong leadership of the elected body and engaged citizens holding up the Community Work Program as the way forward.

Overall, the plan focuses on ways citizens and City officials in Forest Park can work together to make their City a better place for all to live, work and play for years to come.



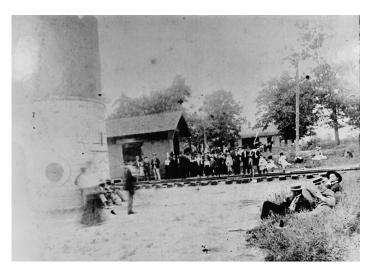
City of Forest Park Comprehensive Plan Updated in 2018

## CONTEXT

Settled in the 1820s by farming families and railroad employees, the City of Forest Park has a long and storied history and was essential to the original growth of Atlanta as a rail hub. Forest Park first developed as a "wood and water stop" for the Macon and Western Railroad, which was later purchased by the Central Railroad and Banking Company of Georgia and extended into Atlanta. It earned itself the nickname "Stump Town," due to the cutting down of trees to provide fuel for the passenger and freight trains going in and out of Atlanta, leaving only stumps behind.

From this modest rail stop, the City of Forest Park officially incorporated in 1908 and grew significantly as commerce around the railroad flourished and Atlanta became a vibrant metropolis. Two major developments thereafter greatly impacted the City of Forest Park: the construction of what is now Hartsfield-Jackson Atlanta International Airport (ATL) and Fort Gillem. In 1925, the Atlanta Speedway was converted into an airfield that grew to become the world's most travelled airport today and the major commercial hub of Delta Air Lines. Fort Gillem was founded in 1941 as a satellite installation of nearby Fort McPherson, taking advantage of the nearby air and rail infrastructure. Both developments have shaped the growth and development of the City of Forest Park in significant ways.

The airport attracted commercial and industrial developments into the City's western and northern areas, while both the airport and Fort Gillem are major job centers for the local workforce. The 1,465-acre Fort Gillem eventually annexed into the City in 1973 and remained active until 2011, when it closed, and negotiations began with the City of Forest Park for its purchase in 2012. ATL has expanded numerous times, building a fifth runway, the tallest control tower in the U.S., and the Maynard H. Jackson International Terminal in the early 2000s. It continues to be the state's largest economic driver and a global asset for the City of Forest Park. Similarly, the Ford Motor Company's Atlanta Assembly factory in nearby Hapeville was another major employer of the local workforce from 1947 to 2006.



Depot along the railroad to Jonesboro in Clayton County, 1900 Courtesy of Google Archive



Forest Park, 1971

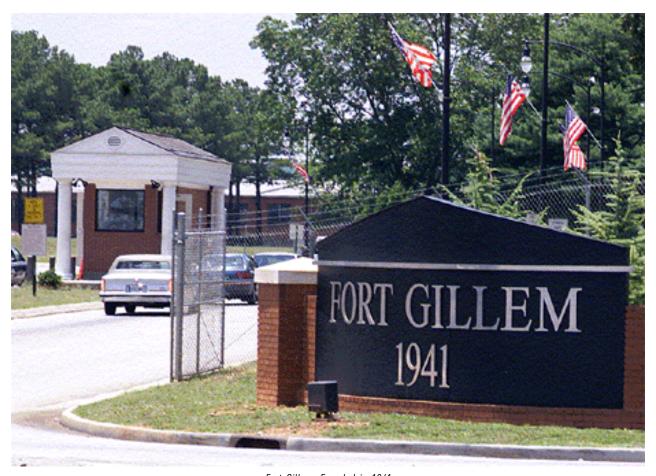
So, the City of Forest Park began as a turn of the century railroad town, but much of its development was shaped largely by post-WWII suburban growth and the impacts of the auto and aviation industry to the west and a massive military installation to the east. Since the end of WWII, this growth resulted in Forest Park's emergence as a viable center of commerce and livliehood

The 1990s and 2000s, however, brought significant shifts in the economy to Forest Park, with decline and closures of major employers, such as Eastern airlines in 1991, the Ford Atlanta Assembly in 2006, and Fort Gillem beginning in 2005 until its closing in 2011. The 2008 economic recession further impacted the City's fortunes, only worsened by the countywide impact from the loss of public school accreditation in 2008. Even public transit ceased service in Clayton County in 2010, stranding residents without access to jobs and services.

Yet, Forest Park has perservered through these tough times by undertaking numerous planning efforts. In

2001, Forest Park was one of ten initial recipients of the Atlanta Regional Commission's (ARC) Livable Centers Initiative (LCI). This study focused on revitalizing the town center and preparing for proposed future commuter rail. After many years, the City began to implement this plan, and in 2014, Clayton County residents voted to join the MARTA system. MARTA is now conducting the Environmental Review process for the High Capacity Transit expansion planned for Clayton County by 2027. City officials and leaders are also actively involved with regional planning and coordination efforts, such as the Aerotropolis Atlanta Alliance and Finding the Flint, to share opportunities and stimulate growth.

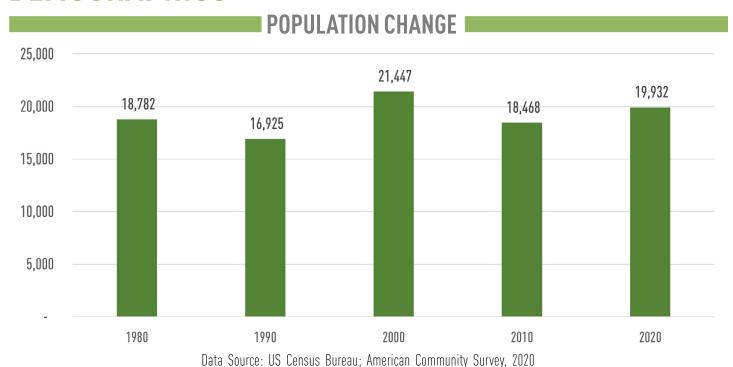
Today, the City of Forest Park is the largest city in Clayton County with a diverse population of 19,932. With a renewed vision, this well-positioned City aims to write a new chapter in its history.



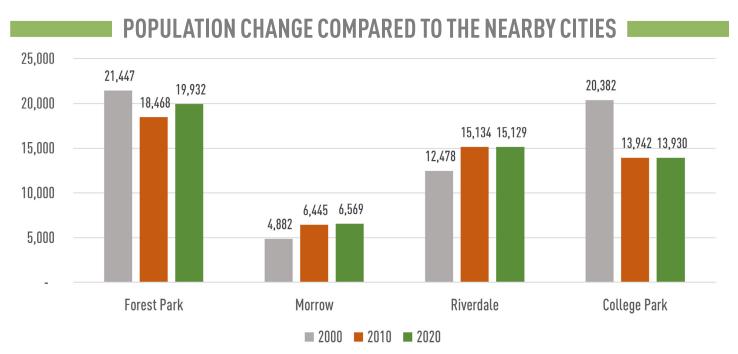
Fort Gillem, Founded in 1941



## **DEMOGRAPHICS**



Forest Park's population has had fluctuations, but in general, it has been remained almost stable from 1980 to 2020.

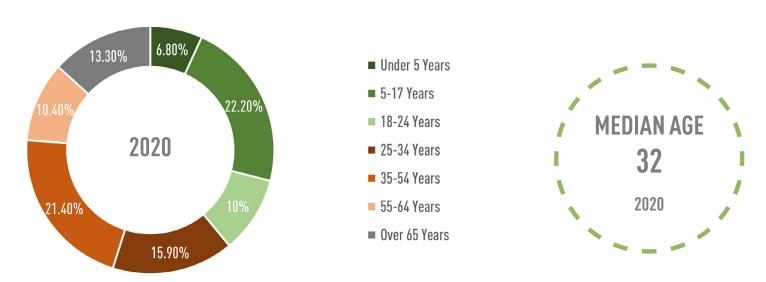


Data Source: US Census Bureau; American Community Survey, 2020

Forest Park's population experienced a 7% net decrease over the 20 years from 2000-2020. However, the City grew by about 8% in the decade 2010-2020, to reach 19,932 persons.

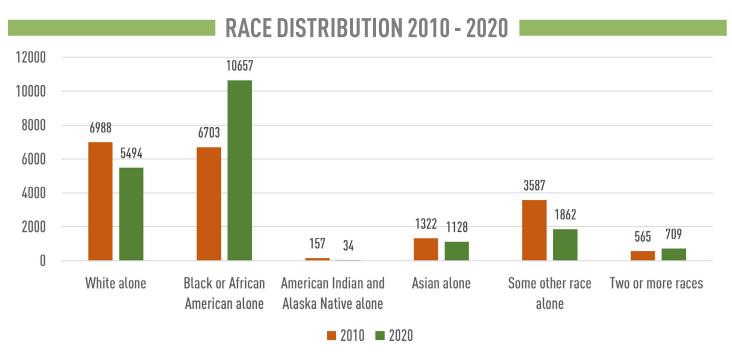
The City's population fluctuation is somewhat unique among nearby cities such as Morrow, Riverdale and College Park.

#### **AGE DISTRIBUTION**



Data Source: US Census Bureau; American Community Survey, 2020

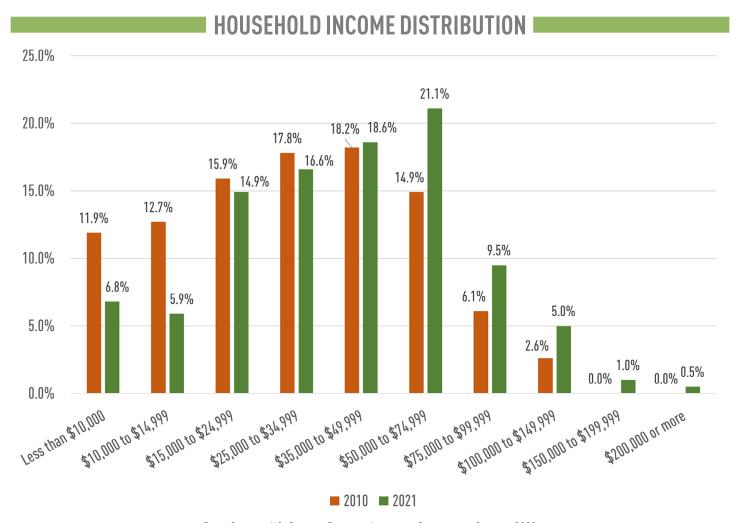
The age chart shows that the City of Forest Park has 22.2% of its population between 5 and 17 years and 21.4% between 35 and 54 years. The median age as of 2020 is 32 years.



Data Source: US Census Bureau; American Community Survey, 2020

Most residents in the City of Forest Park are Black or African American or White. Compared to the data from 2010, the population of African American people has been increased, and white population has experienced a slight decline.

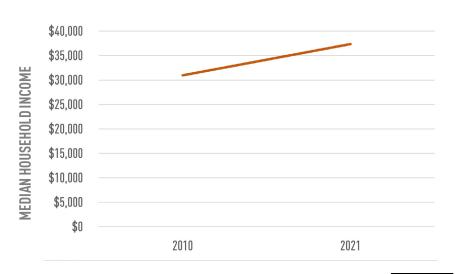
## **ECONOMIC TRENDS**



Data Source: US Census Bureau; American Community Survey, 2020

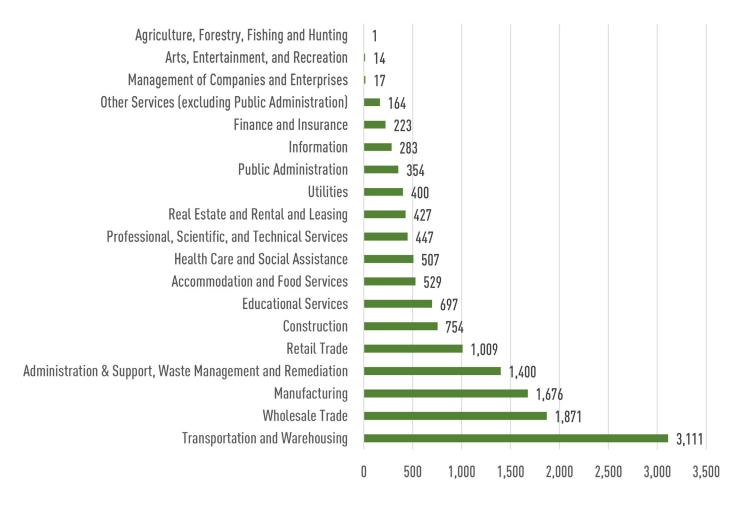
Median Household Income has been increased in the City of Forest Park between 2010 and 2021. 21.1% of the population make \$50,000 to \$74,000, and the median household income in 2021 has been \$37,370.





#### RESIDENT AREA CHARACTERISTICS

	Count	Share
Transportation and Warehousing	3,111	22.4%
Wholesale Trade	1,871	13.5%
Manufacturing	1,676	12.1%
Administration & Support, Waste Management and Remediation	1,400	10.1%
Retail Trade	1,009	7.3%



Data Source: LEHD Origin Destination Employment Statistics, 2019

About 24% of Forest Park residents work in Transportation & Warehousing, followed by Wholesale Trade at 13.5% and Manufacturing at about 12%.

#### **WORKPLACE AREA CHARACTERISTICS**

	Count	Share
Administration & Support, Waste Management and Remediation	912	12.6%
Accommodation and Food Services	851	11.8%
Retail Trade	803	11.1%
Transportation and Warehousing	796	11.0%
Health Care and Social Assistance	683	9.4%



Data Source: LEHD Origin Destination Employment Statistics, 2019

The highest share of jobs available in Forest Park is in Administration & Support, Waste Management & Remediation, at about 12.5%, followed closely by Accommodation & Food Services at just under 12%. Retail Trade and Transportation & Warehousing each make up about 11% of the jobs available in the City.



## **BROADBAND ACCESS**

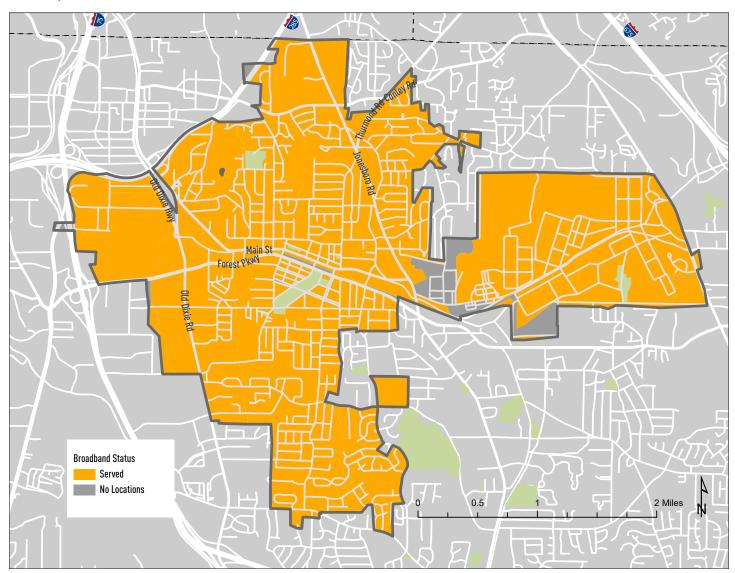
Senate Bill 402, known as the ACE Act (Achieving Connectivity Everywhere), directs local communities to address broadband availability in local comprehensive plans. The local government must make an objective determination of whether it is served by broadband service. Appropriate follow up steps must be identified based on the community's determination of whether it is served by broadband.

As used in this section: "Broadband services" means a wired or wireless terrestrial service that consists of the capability to transmit at a rate of not less than 25 megabits per second in the downstream direction and at least 3 megabits per second in the upstream direction to end users and in combination with such service provides:

- 1. Access to the Internet; or
- 2. Computer processing, information storage, protocol conversion.

"Broadband services provider" means any provider of broadband services or a public utility or any other person or entity that builds or owns a broadband network project.

Metro Atlanta, Clayton County, and the City of Forest Park generally enjoy widespread access to broadband technology from a variety of service providers. As the market for broadband technology continues to expand and improve throughout the region and the State, Forest Park seems positioned to ensure that access to the technology will be available in their market.





## **COMMUNITY ENGAGEMENT PROCESS**

#### **COMMUNITY ENGAGEMENT**

Public engagement is a key part of any planning process, critical to understanding, co-designing and refining a community's vision, goals, and needs. Using this guiding principle, insight from Forest Park community members and stakeholders drove the development of this plan. Key engagement activities and outcomes are summarized here, and further details can be found in the appendix.

The outreach process included consultation with City staff and officials as well as a Steering Committee. It also featured a project website, an online survey, and an in-person public open house. Multiple means of data collection and different types of activities were conducted at different times throughout the process.

#### **PROJECT TEAM**

The project team consisted of staff representatives from the City of Forest Park Community Development Department as well as staff from the Atlanta Regional Commission (ARC). This team met monthly to discuss progress and goals and review materials and data for public outreach.

#### STEERING COMMITTEE

The Steering Committee was made of representative members of the Forest Park community who provided guidance to the Project Team, served as ambassadors of the plan development process, and helped engage fellow members of the public. The group included members of the community at large, elected officials, and City staff. Committee members are listed in the Acknowledgments section at the beginning of this plan document. The committee met twice during the planning process and also reviewed and offered input on the draft.

Steering Committee Meeting #1 was held in-person on May 3, 2023 at the City's Planning & Community Development Office, the purpose being to familiarize the committee with the process, requirements and schedule - and to introduce members to each other and the project team. The Project Team shared existing conditions data in the areas of population, housing, transportation, and labor and employment, to get committee members thinking about their community. The team then reviewed the needs and opportunities in the existing plan and facilitated a discussion with committee members on if and how those issues still resonated for Forest Park, along with new needs and opportunities that they believe needed he documented.

Steering Committee Meeting #2 was convened online via Microsoft Teams on August 3, 2023. The group participated in a visioning exercise to imagine Forest Park in ten years, reviewed the community goals in the current plan, and brainstormed on potential new goal areas via an interactive polling activity. The committee reviewed other plan elements requiring updates and engaged in a discussion of key issues and community priorities that were important to them. Lastly, the group also reviewed and discussed selected feedback from the online survey that had been received up until that date.

**Steering Committee Plan Review:** The project team shared the initial draft plan with the Steering Committee in October 2023 for review and comment.





City of Forest Park 2023 Comprehensive Plan Update

Project Website and Survey

#### **PROJECT WEBSITE**

#### ONLINE COMMUNITY SURVEY

Surveys are a useful method of gathering information, helping the project team better understand the community and its needs while offering a convenient option for respondents to provide feedback. For Forest Park, an online community survey was designed to gather input on a range of issues. The survey featured 16 substantive questions and 10 demographic questions. City staff and Steering Committee members led the charge of marketing the survey to the community via social media. the City website. community announcements, and personal interactions.

community survey garnered 72 participants; 515 views; 1,173 responses to questions; and 168 comments. It also yielded 13 subscribers, which aided in marketing for the Public Open House. In terms of content, it solicited input on assets and challenges; quality of life; natural, historic and cultural resources; development and land housing; use: transportation, mobility and accessibility (including

bicycle and pedestrian); parking; downtown issues; economic development; and city services.

The survey tool was made available via the project website from late April to early September 2023. It was advertised on the City's website and social media, to the Steering Committee, and at the Public Open House.

Results of the survey were used to supplement input from the public open house and other avenues to represent the public's voice regarding the future of Forest Park. A full summary of the online survey results can be found in the appendix.

City of Forest Park 2023 Comprehensive Plan Update				
Project Engagement				
VIEWS 515	PARTICIPANTS 72	RESPONSES 1,173	COMMENTS 168	SUBSCRIBERS 13
313	12	1,175	100	13

Online Survey Results Overview

#### **PUBLIC OPEN HOUSE**

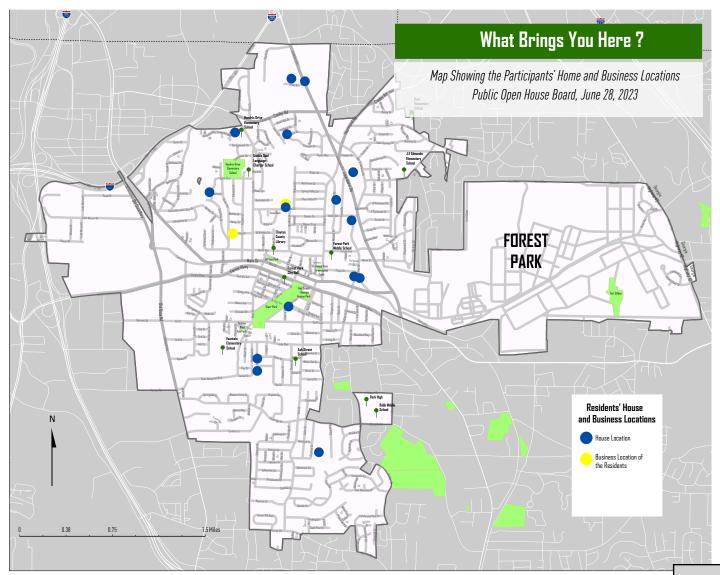
A public open house was held on the evening of June 28, 2023 at the Forest Park Senior Center. The purpose of the event was to acquaint the public with the comprehensive planning process and to gather their feedback to inform the content of the plan.

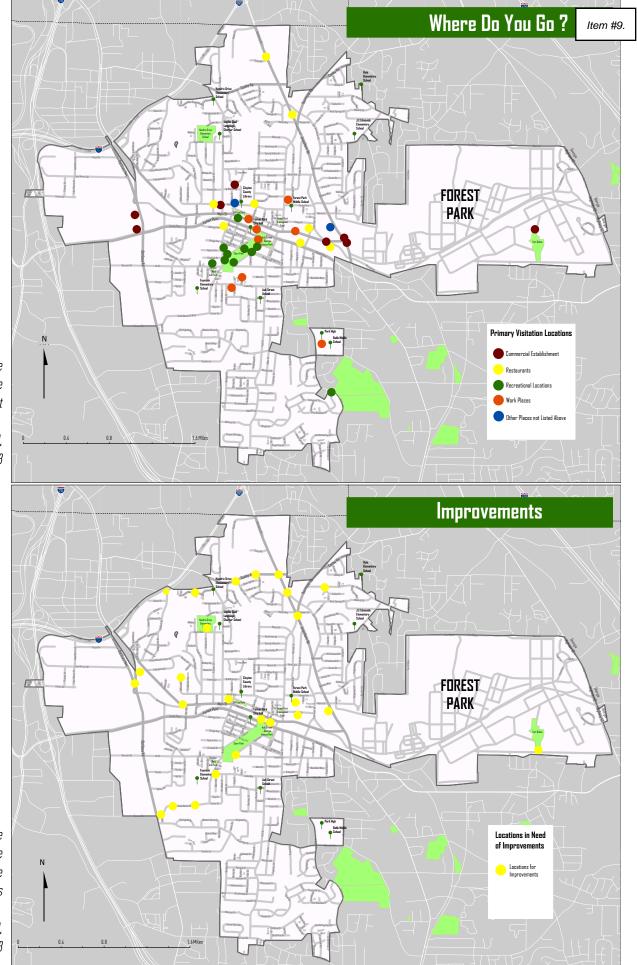
The Project Team first provided an overview of the planning process and baseline information similar to the content shared with the Steering Committee during the spring, to get participants thinking about their community's issues. Participants then circulated the room at their own pace and interacted with boards at which they reviewed information and documented their input on Forest Park's needs and opportunities, future land use and development, housing, transportation, natural resources, and parks/greenspace.

Digitized versions of the marked-up boards showing participant feedback, as well as images from the Open House, are included below. Additional information is found in the appendix.



Public Open House in the City Hall, June 28, 2023





Map Showing the Locations the Participants Visit

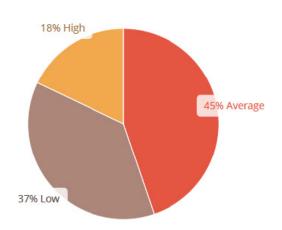
Public Open House Board, June 28, 2023

Map Showing the Locations that the Participants Want to See Improvements

Public Open House Board, June 28, 2023

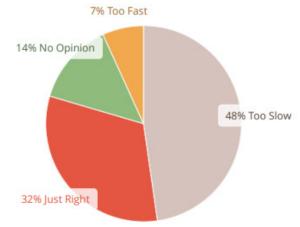
#### **QUALITY OF LIFE IN FOREST PARK**

How the respondents ranked the quality of life in Forest Park:



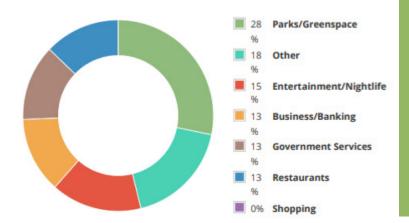
#### PACE OF DEVELOPMENT

How the respondents characterized Forest Park's Pace of Development in the last five years:



#### PRIMARY REASON FOR VISITING DOWNTOWN

Why the respondents visit Forest Park's Downtown:



## **TIMELINE PUBLIC HEARING #1** STEERING COMMITTEE MEETING #1 **ONLINE SURVEY PUBLIC OPEN HOUSE** June 28, 2023 STEERING COMMITTEE MEETING #2 **PUBLIC HEARING #2** November 6, 2023 DCA REVIEW **CITY REVIEW AND ADOPTION** December 2023

## **NEEDS AND OPPORTUNITIES**

## **OPPORTUNITIES**



Despite growth in this area of the metro region, Forest Park retains a unique, smalltown character and charm that set it apart - manifested in the city's leadership, civic institutions and sense of community. Community engagement confirms that most residents love and respect their neighbors and care deeply about the stability, safety, cleanliness, and cohesion of their neighborhoods.

Downtown

Forest Park is fortunate to have a historic downtown. The City should continue to invest in in this area to truly activate it as a community anchor through the pursuit of excellent development, events and programming, and further improvement of the public realm. Key tools for building on this asset are the city's Livable Centers Initiative (LCI) Downtown Master Plan in (2021), AeroATL Greenway Model Mile Feasibility Study (2021), Starr Park and Neighborhood Master Plan (2017), and Downtown Development Authority and Development Authority (two separate entities).



While Forest Park is largely built out, there are many underperforming or underutilized properties in attractive locations that are candidates for redevelopment and infill development, including in the core of the community. These can be effectively planned and managed to align with the character and scale of adjacent neighborhoods and development types.

## Parks and **Greenspaces**

The community views its parks and greenspaces as key assets to be strengthened through physical expansion and improvements, additional programming for youth and seniors, and parks' use for community events such as concerts.

## Location in the Region

- Forest Park has easy access to I-75, I-285, US 41, US 23/SR 42, and I-675, giving residents connections to employment centers across the southside and the rest of metro Atlanta - and giving workers in other areas easy access to jobs in Forest Park. These routes also serve as major corridors for regionwide and statewide movement of people and goods, which can benefit the city's economy.
- The city is close to Hartsfield-Jackson Atlanta International Airport, one of the largest job centers in the region and an asset connecting the community to the rest of the country and the world.
- MARTA has expanded into Clayton County with an array of bus routes, some of which ultimately connect to MARTA rail in East Point and College Park. The agency is now in the planning stages for implementing Bus Rapid Transit (BRT) linking the East Point rail station to the City of Lovejoy, servicing key points in between including the Airport, Forest Park, Morrow, and Jonesboro. The potential alignment would pass through Forest Park on Forest Parkway and US 41 (Old Dixie Highway), offering community members a fast and reliable connection to the Airport, job centers and the broader region.

### Gillem **Logistics** Center

Forest Park possesses a regional and statewide economic engine in the Gillem Logistics Center campus, especially considering that the site could have become a largely vacant and abandoned former military facility. The city should work continually to ensure that residents remain connected to job opportunities at Gillem, that the campus boosts the City's tax base, and that negative impacts of warehouse operations are minimized and mitigated.



Aside from contributing to the local and regional economy, this site has a historic character and acts as a unique gateway to Forest Park from I-75. The city should maintain a solid relationship with the market to benefit the local workforce and serve as a steward for the future of the site.

### **NEEDS**

#### LAND USE & DEVELOPMENT

Retrofitting

Clayton County experienced rapid suburbanization beginning in the mid-20th century, along with extensive infrastructure improvements to keep pace with growth. The challenges of the present and future lay in finding new life for underutilized or vacant properties; retrofitting and upgrading existing infrastructure; preserving historic neighborhoods; supporting the stabilization of existing neighborhoods and housing stock; setting a high standard for the design of new development; remediating natural resource impacts; and maintaining Forest Park's small-town character.

Downtown **Vibrancy** 

The historic town center of Forest Park has seen substantial public investment in improving streetscaping, beautification, amenities like Bill Lee Park, and civic buildings such as City-owned facilities and the Forest Park branch of the Clayton County Library System. However, there is still a need for more activation and fulfillment of downtown's potential. Specifically, this includes better connectivity both within the district and to adjacent neighborhoods; context-sensitive infill development and redevelopment; additional streetscaping and beautification; and incubation, recruitment and retention of dining and entertainment uses.

**Transit Readiness**  As mentioned in the Opportunities section, MARTA is planning for Bus Rapid Transit (BRT) in Clayton County, linking the East Point rail station to the City of Lovejoy and servicing key points in between including the Airport, Forest Park, Morrow, and Jonesboro. The potential alignment would pass through Forest Park on Forest Parkway and US 41 (Old Dixie Highway). City leadership must coordinate with MARTA to ensure the viability of transit-supportive land uses that align with surrounding areas while mitigating negative impacts.

Warehouse **Development**  Both of the following needs are critical as pressure for warehouse and distribution development is likely to continue, given the completion of the Port of Savannah Deepening Project and the Georgia Department of Transportation's planned truck lanes (I-75 Commercial Vehicle Lanes Project) that will terminate in Henry County, south of Clayton County.

- Managing Future Expansion There is a significant amount of existing legacy industrial land in Forest Park, especially in the northern and western areas of the city. Meanwhile, land planned and zoned in the City as cleaner, modern warehouse and industrial has largely been built out or is permitted, as is the case at Gillem Logistics Center. In terms of any potential future warehouse growth beyond that, City leadership needs to be thoughtful and transparent in creating and adhering to a targeted limit on warehouse development and setting clear standards for any future warehouse-oriented rezonings or annexations.
- Mitigating Impacts In terms of existing industrial already on the ground and permitted industrial that will be built in the near future, the challenge going forward is long-term management and mitigation of resulting impacts on traffic congestion, roadway frontage aesthetics, noise, stormwater, tree canopy, air quality, and other areas.

#### HOUSING

While development is influenced in large part by the private market, controls and policies set by local governments play a significant role in inducing or deterring certain types of housing.

**Housing Mix** 

There is a need for a wider range of housing options that reflects the range of life stages and incomes already present in the community and those projected in the future. A single-family detached home may be appropriate for a family of four but not for a single person, a widow, or a young couple.

**Multifamily** and Townhome **Development** 

There is strong support for more compact, walkable residential development in the downtown area - shown by the 2021 Livable Centers Initiative (LCI) Plan; multiple downtown mixed-use future land use categories in the 2018 Comprehensive Plan; the 2017 Starr Park Master Plan; ongoing plans for transit-oriented development (TOD) to support future MARTA bus rapid transit (BRT) through downtown Forest Park; and accelerating interest in these housing types from the private market, illustrated by recent permitting for townhome development downtown and in a handful of other areas. At the citywide level, however, the community has not come to a consensus on townhomes and multifamily development in general. This may be because much of Forest Park's current experience with more compact housing types is with older, suburban style apartment complexes that have suffered from neglect or outlived their functional lifespan. Regardless, there are many older, under-utilized or vacant suburban strip commercial and legacy industrial areas outside of downtown that would be suitable for redevelopment. This would act on the recognition for a mix of housing types in the community. Going forward, Forest Park needs to solidify a clear vision and community consensus for compact, walkable residential development at strategically targeted nodes beyond downtown, likely in the form of redevelopment. Key aspects of the community's thinking should be overall need, location, design, walkability, compatibility with adjacent uses, and impacts on schools.

Ownership vs. Rental

Forest Park, like many other communities in metro Atlanta, experienced the foreclosure crisis during the Great Recession firsthand. This resulted in extensive loss of owner-occupied housing, coupled with the widespread purchase of large numbers of homes by absentee institutional investors. There is a strong community perception that those homes, now rentals, are susceptible to or result in substandard code compliance, overall neglect, and the erosion of neighborhood stability. More engagement, consensus-building and education are needed on this issue and its relationship to future growth in the city.

#### **TRANSPORTATION**



Forest Park needs more and better bicycle and pedestrian infrastructure, to connect downtown to surrounding residential areas, to connect neighborhoods to each other, and to provide recreational/trail opportunities.

Forest Park has made headway recently by completing a multi-use path feasibility study through the AeroATL Greenway Model Mile program (see pp.61-62). The City is also in contracting and procurement on a feasibility study to plan a pedestrian overpass bridge spanning Forest Parkway and the Norfolk Southern rail line, connecting Starr Park to Main Street and the proposed Model Mile Greenway Project.

Traffic Volume and Congestion

This is seen primarily during peak commuting periods on higher capacity roadways, but community input identifies it as a key challenge in general, with a perception that infrastructure has not kept pace with growth and commuting patterns on the southside.

Heavy Truck Volume Forest Park has seen significant growth in warehouse/distribution facilities, especially in the eastern area of the city with the redevelopment of Fort Gillem. This condition creates impacts on roadway safety, state of repair and maintenance, as well as roadway frontage aesthetics, noise, stormwater, tree canopy, and air quality.

Railroad
Disruptions and
North-South
Connectivity

The city is bisected east-west by an active rail line, with trains frequently stopping in downtown and blocking north-south crossing for vehicles, bike and pedestrians for hours at a time. This issue will only gain importance with increased redevelopment on both sides of the tracks.

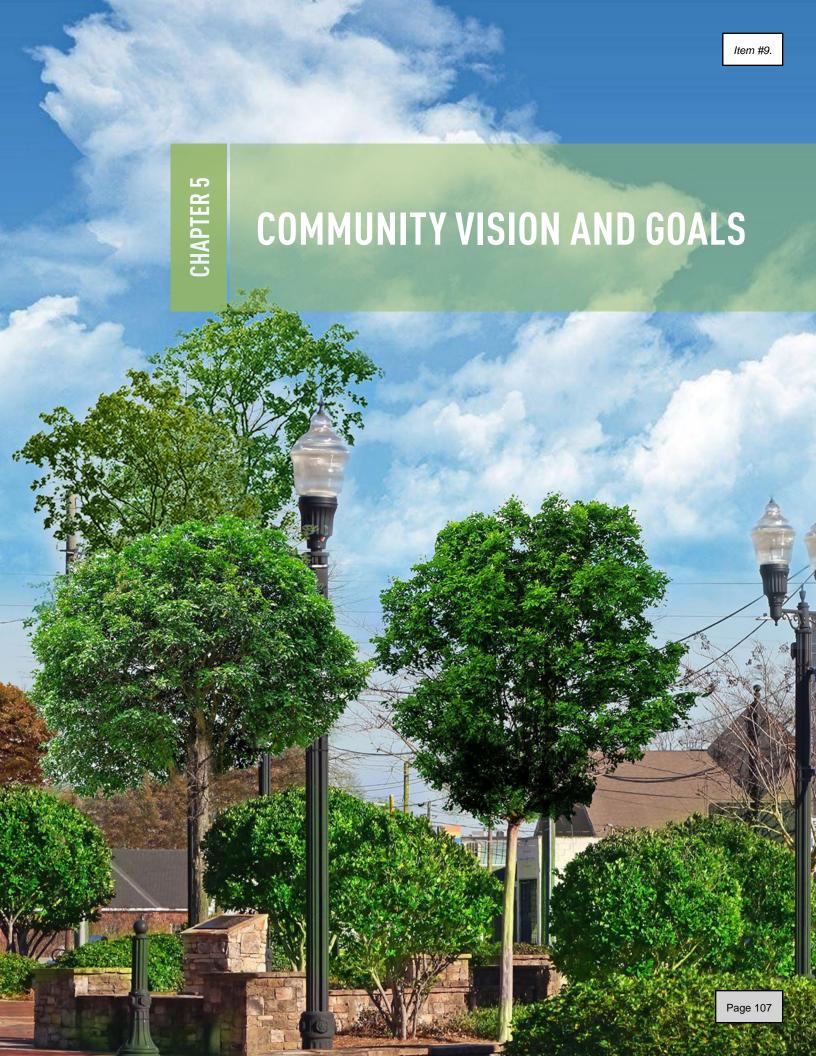
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## **Design and Maintenance** of Major **Roadways**

Many major roadways in Forest Park are aging; they have seen substantial development and increases in traffic in recent decades but are not up to current, best-in-class standards for vehicular comfort and safety, landscaping, streetscaping, stormwater management, access management, and bike/ped infrastructure. The challenge now is to retrofit these roadways to a higher standard that integrates best practices.

**Transit** 

As mentioned in the Opportunities section, MARTA is planning for Bus Rapid Transit (BRT) in Clayton County, linking the East Point rail station to the City of Lovejoy and servicing key points in between including the Airport, Forest Park, Morrow, and Jonesboro. The potential alignment would pass through Forest Park on Forest Parkway and US 41 (Old Dixie Highway). City leadership must coordinate with MARTA to ensure project success that supports the City's goals and character.





## **VISION:**

Forest Park will be a vibrant, inclusive community that maintains its historic character, a diversified and equitable economic base, safe and high-quality neighborhoods, and a mix of amenities. Residents and visitors will have access to housing, jobs, arts and culture, and outdoor and green spaces for recreation and gathering. Downtown Forest Park will reemerge as the city's economic and activity center, creating a sense of community pride and identity.

# **GOALS**

This section of the plan details goals that the City desires to achieve in the coming years to support the plan's Vision Statement and to address the challenges and accentuate the strengths listed in the Needs and Opportunities section. The foundation of this list lies in the City's previous comprehensive plan, combined with Steering Committee, staff and community input from the 2023 plan update.



- Partner with civic groups, neighborhood associations and non-profits in new ways to maintain the city's small-town character, sense of belonging and connectedness.
- Work to implement the 2021 Livable Centers Initiative (LCI) Downtown Master Plan as **the blueprint for downtown**:
  - Attract high quality, compatible infill development and redevelopment, including residential, dining and entertainment uses
  - Invest in the public realm streetscaping, landscaping, lighting, roadway maintenance, traffic calming, crosswalks, intersection improvements, well-designed parking, and connectivity to surrounding neighborhoods
  - Strengthen downtown events, programming, arts, and cultural activities
  - Leverage partnerships with Forest Park Downtown Development Authority, Development Authority, and other groups
  - Implement the 2021 AeroATL Greenway Model Mile Feasibility, 2017 Study Starr Park and Neighborhood Master Plan, and the upcoming Forest Parkway/Rail Line Pedestrian Bridge Feasibility Study.
- **Update the City's codes** and ordinances to **encourage desired development** and discourage incompatible development in key areas. This can include the use of permitting incentives, overlays, and time limits on legal non-conforming uses.
- Coordinate with MARTA on SR 54 Bus Rapid Transit (BRT) planning to ensure the viability of **transit-supportive land uses** at station areas that align with surrounding neighborhoods while mitigating negative impacts.
- Develop and adhere to a targeted limit on potential future **warehouse development** beyond existing and permitted industrial; and organize a framework for long-term **management and mitigation** of warehouse/industrial impacts on aesthetics, noise, stormwater, tree canopy, air quality, and traffic including enforcement, signage and truck prohibitions on additional roadways.
- Attract, incentivize and support a wider range of housing options that reflects the range of life stages and incomes present in the community and projected in the future including more compact dwellings such as townhomes and multifamily and "Missing Middle" housing options. Focus on thoughtfulness in location, design, walkability, compatibility with adjacent uses, and impacts on schools.



- Ramp up code compliance and catalyze citizen groups to prioritize and implement neighborhood cleanup, illegal dumping prevention, and identification of maintenance needs. Ensure that existing and future **rental properties** maintain the highest possible standard of design and code compliance, comparable to other housing products and neighborhoods.
- Support key job and activity centers such as the Gillem Logistics Center and State Farmers Market. The city must work continually to ensure that residents remain connected to job opportunities at these sites, that the facilities support the City's tax base, and that negative impacts are minimized and mitigated.
- Improve parks and greenspaces through physical expansion and improvements, programming for youth and seniors, and use for community events such as concerts.
- Create a plan for natural resource remediation and protection in areas experiencing development pressure and those that have been negatively impacted by older models of development, including legacy industrial sites, auto repair facilities, salvage yards, and the like.
- Ensure that Forest Park's interstate and state highway interchanges function efficiently and reflect the city's character through excellent design, gateway and beautification features.
- Retrofit and upgrade substandard areas of major roadways such as Forest Parkway, Old Dixie Highway, and Jonesboro Road to align with best-in-class standards for landscaping, streetscaping, stormwater management, access management, and bike/ped infrastructure.
- Upgrade and expand the bicycle and pedestrian network citywide, connecting downtown to surrounding residential areas, connecting neighborhoods to each other, and providing more recreational/trail opportunities. This includes implementing relevant components of the LCI Downtown Master Plan.
- Improve north-south connectivity by continuing to dialogue with Norfolk Southern on rail crossing closures, and by supporting studies and planned improvements for bike and pedestrian crossings.

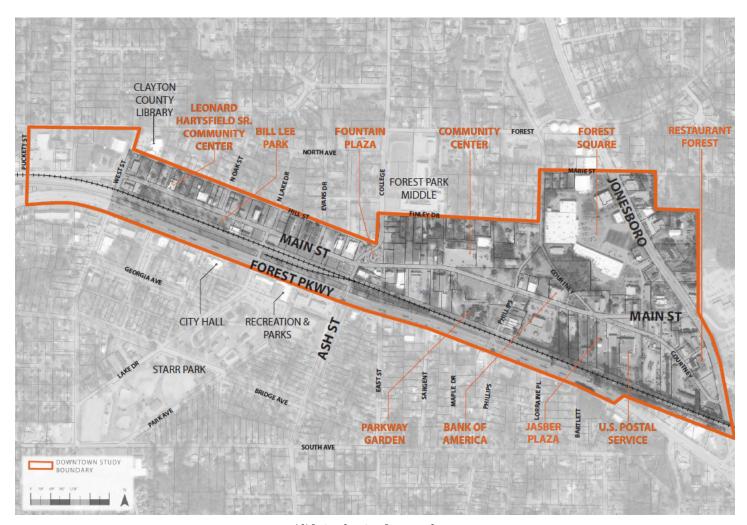


## DOWNTOWN FOREST PARK LIVABLE CENTERS INITIATIVE STUDY (2021)

The City of Forest Park was awarded a grant by Atlanta Regional Planning Commission (ARC) to update the Livable Centers Initiative (LCI) study for its downtown. The purpose of this study is to revisit the original LCI plan and keep it relevant to the current context, changing demographics, market conditions, economics. The updated LCI plan embraces the passion of the people of Forest Park and the desire to create an active, inclusive, and growing downtown. The intent of the LCI study is to focus on the following outcomes:

- Inform stakeholders about the City of Forest Park's vision and goals for the downtown area.
- Develop a framework of policies and programs to help accomplish the vision.

- Develop guidance for development type, scale, and character in the study area.
- Identify key redevelopment sites and strategies to activate them.
- List and prioritize implementation strategies, specifically for public investment in the downtown
- Review and update zoning regulations and design guidelines in the study area with an emphasis placed on regulations that support LCI priority areas.



LCI Project Overview, Downtown Context

The planning process for the LCI plan was organized around five key tasks: existing plan assessment, housing and market analysis, public input, updated plan, and project deliverables. Strengths, issues, needs and opportunities have been studied in the existing plan assessment. Vision and goals are identified based on 2010 LCI vision, goals, and objectives. Major goals in the updated plan will include:

- 1. Main Street Linkage: Main Street makes downtown identifiable by linking it to the other major destinations, creating continuous urban building edges, developing infill destination retail, adding signage and wayfinding, and incorporating public art as a history recognition.
- 2. Diverse Development: multiple housing types, smaller infill commercial/retail uses, and a mixeduse environment will make downtown a diverse community.
- 3. Historic Identity: adaptive reuse and facade improvements provides identity to this area.
- 4. Connected Streets: with new street connections and walkable sized blocks, intersection improvements, future transit stops Downtown, and a street hierarchy and design standards Downtown will be a walkable and transit-oriented destination.

- 5. Walkable Community: sidewalks, planned Model Mile multiuse path, and a pedestrian bridge will prioritize Downtown as a pedestrian-oriented place.
- 6. Inclusive Downtown: providing diverse activities and events for multiple ages and cultures and making Downtown a destination.
- 7. Quality of Life: providing proper areas for the programmed events like urban plazas, small park, outdoor dining, and multipurpose community spaces and aiming to support health and wellness through alternative forms of mobility and physical activity.

The plan provides detailed recommendations and frameworks for development, mobility, open space, and zoning. Mobility Framework Plan is organized into shortterm (2-5 years) and long-term (6-15 years) transportation projects, and total projects' costs along with implementation strategies are included in the implementation framework.

#### COMPREHENSIVE PLAN VISION STATEMENT

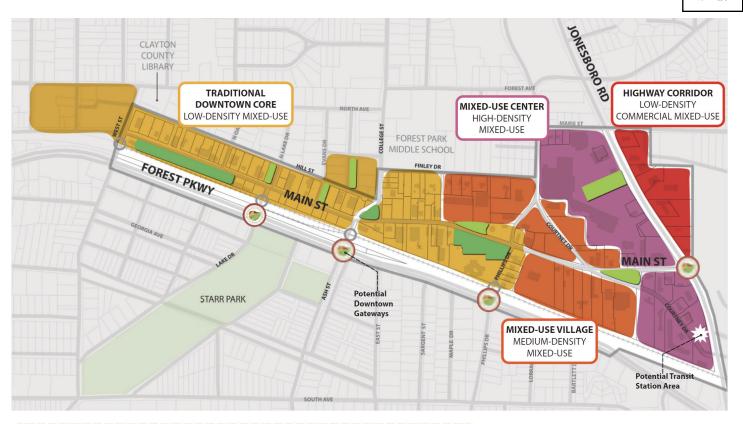
"The City of Forest Park will work with our residents and business community to foster pride and develop beautiful and affordable neighborhoods, a dynamic economy, and a healthy environment for all citizens can prosper."

#### 2010 LCI Vision, Goals and Objectives

- Promote medium to high density, mixed-use development
- Provide residential opportunities for all income levels
- Promote infill development within the study area
- Uphold Regional Development Plan and Atlanta Regional Commission guidelines and policies
- Preserve the historical character of Forest Park and promote community identity
- Encourage connectivity around and to transit station via sidewalks, transit, roadways, and bike lanes
- Provide transportation alternatives to provide for improved health through physical activity
- Encourage the involvement of all residents of Forest Park
- Promote funding opportunities that support transportation, development, and urban design investments

# 2021 Downtown LCI Plan Update **MAIN STREET DIVERSE DEVELOPMENT** HISTORIC IDENTITY **CONNECTED STREETS LCI UPDATE COMMUNITY &** STAKEHOLDER WALKABLE COMMUNITY INPUT PROCESS **INCLUSIVE QUALITY OF LIFE**

Downtown Vision and Goals in the LCI Plan Update



#### **Smart Development Principals for Development Framework Plan**

#### **Encouraged**

- · Compact and higher density development
- · Narrow lot single-family, single-family attached and multifamily
- Mixed-use development
- · Walkable and pedestrian-oriented streets
- · Shared parking strategies
- · Parking in the rear of the development
- · Drive-throughs on the rear of the development

#### Discouraged

- · Suburban style low-density development
- · Large lot single-family homes
- · Stand-alone retail/commercial with a single-tenant in future development
- Suburban streets with superblocks and no sidewalks
- · Parking lots for a single tenant
- · Large parking lots facing streets
- · Drive-throughs visible from streets

Conceptual Development Framework Plan and the Principals for the Framework, 2021 LCI Plan Update



Traditional Downtown Core, Main Street Development Vision, 2021 LCI Plan Update

## CLAYTON COUNTY 2034 COMPREHENSIVE PLAN (2022)

Clayton County last updated its Comprehensive Plan in 2014, and the document was amended in 2019 by the Atlanta Regional Commission. This document is an update to that plan with updated policies, data and work program items. The amended plan affirms the county's big picture vision, defines goals and lays out a task list for county leaders, staff, and citizens to address issues to position Clayton County as a leader within metro Atlanta. The Clayton County State-mandated Plan Comprehensive is the comprehensive plan for Clayton County and is a policy document serving as a guide by establishing policies, priorities, and provides the framework for evaluating development proposals. It expresses the community's vision for where, how and what development should occur. The plan provides elements to improve the County with targeted policies to enhance assets and address the issues within the county. Clayton County has a key role to play through regulations, capital spending, programs and staffing. and comprehensive plan is developed to help the community to promote a vision for what it wants, establish priorities and determine key issues and assets, encourage dialogue, determine how to best allocate limited resources, and provide data analysis and the community ideas for the future.

The plan amended again in 2022 with a new chapter called "Transit Oriented Development". The purpose of this Comprehensive Plan Amendment is to reflect the significant changes associated with MARTA's planned Southlake Bus Rapid Transit (BRT) line.

This Amendment establishes the policy direction of unincorporated Clayton County's future station areas. In the County's next full update process, additional detail and study will be conducted regarding the station areas, particularly around zoning and density.



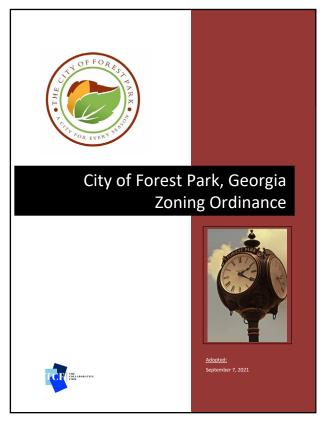
Clayton County Comprehensive Plan was updated in 2022 to add Transit-Orientd Development chapter.

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## **CITY OF FOREST PARK ZONING ORDINANCE (2021)**

The City of Forest Park Zoning Ordinance was adopted in 2021 to guide the growth and development of Forest Park in accordance with the City of Forest Park Comprehensive Plan to secure adequate light, air, and convenience of access, and safety from fire, flood, and other dangers, promote the public health, safety, comfort, convenience, morals, and general welfare, and plan for the future development of the City. The document gives intent, permitted uses, conditional uses, and standards for each district. Additionally, it also provides design guidelines for the Downtown Mainstreet District to help attract and direct new growth as the city anticipates development in the Main Street and Gillam Logistic Center areas. In general, the plan aims to ensure that:

- the community grows with adequate public ways, utilities, health, education, and cultural and recreation facilities;
- 2. the needs of industry and business be recognized in future growth;
- 3. areas provide healthful surroundings for family life;
- 4. the growth of the community is commensurate with and promotes the efficient and economical use of public funds; and
- 5. the community strives for high aesthetic value and quality planning and design.



City of Forest Park Zoning Ordinance was updated in September 7, 2021

## **REVITALIZATION OF THE ATLANTA STATE FARMERS MARKET (2018)**

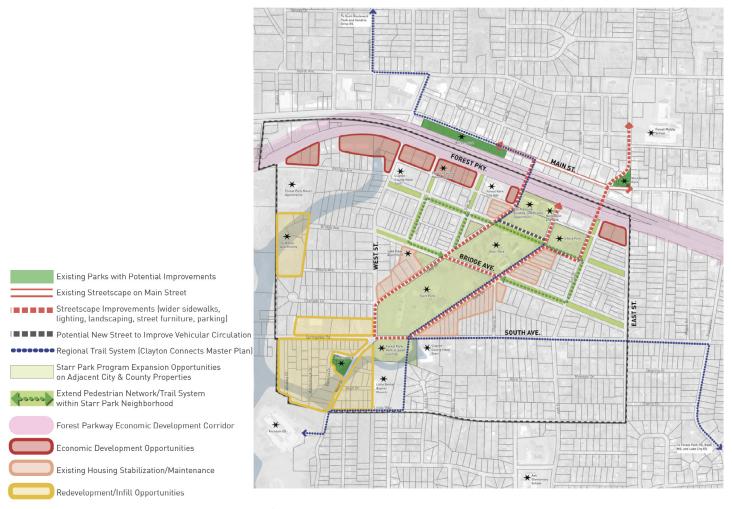
The Revitalization of Atlanta State Farmers Market was published by the House of Representatives Study Committee in 2018. The study focuses on economic development, education, and transportation related to the Atlanta State Farmers Market, located off Interstate 75 and Forest Parkway. The Atlanta State Farmers Market has been a place where farmers sell their products directly to the consumer or be packed to send elsewhere. After the evolution of technologies and progress, the market no longer operates at its full potential. This is due to the lack of public presence and the change in the way that farmers do business. The plan notes that revitalization of the market is possible by using a portion of it for educational purposes, promoting it as a tourist destination, reworking traffic

flow, adding security, and pursuing public-private partnership. The study also states that the committee had a large concern for the economic development in Forest Park. Therefore, the Farmers Market is a significant destination in the City of Forest Park.

## STARR PARK AND NEIGHBORHOOD MASTER PLAN (2017)

Starr Park and Neighborhood Master Plan study and design was published in 2017, and the project was a study of the existing Starr Park, adjacent Starr Park neighborhood, and City Park and Recreation system, as well as research surrounding recreational facilities and national best practices to create a park master plan and neighborhood revitalization plan. The project is viewed in three interrelated scales of the park, neighborhood, and city and was planned in three phases. The Starr Park and Neighborhood Master Plan explores opportunities for the park, neighborhood, and city to provide the community with a central greenspace. The renovation and reprogramming of Starr Park include maximizing space, engaging users, and offering premier recreational facilities. This redevelopment benefits the neighborhood and serves as an economic driver for the community.

The study provides an analysis of LOS in funding, park acreage, number of facilities, and access to the parks and recreation facilities. The project used the trends and emerging best practices in parks and recreation such as parks and public spaces as documentable high-performance public spaces, the role of virtual and augmented reality in the public realm, placemaking, multi-use and multi-functional spaces, intergenerational spaces, access to nature, improved connectivity, and experimentation and testing of ideas.

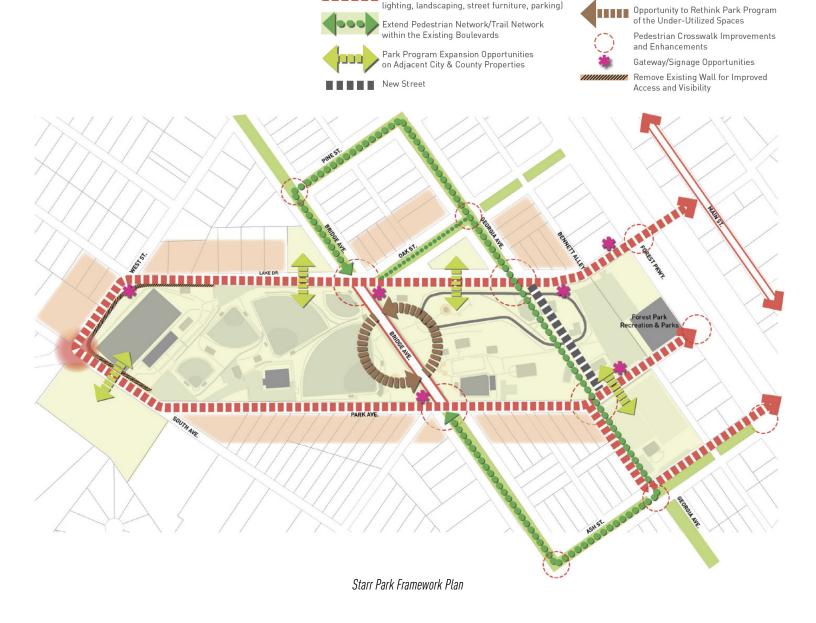


Starr Park and Neighborhood Framework Plan

Potential to Improve Development

Services Surrounding the Park

Character and Provide Community Retail



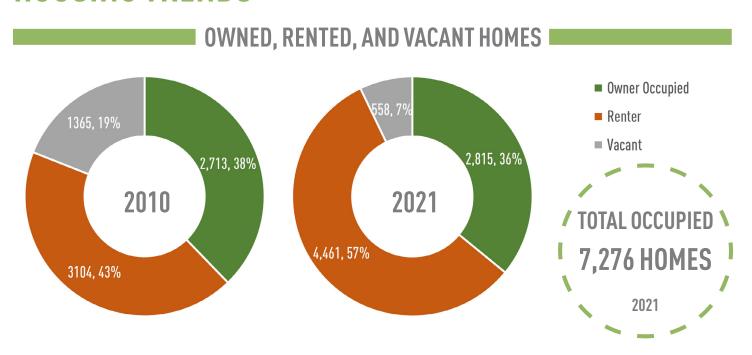
Existing Streetscape on Main Street

Streetscape Improvements (wider sidewalks,

Forest Park is currently planning to adjust the Starr Park and Neighborhood Master Plan to include new a City Center/City Hall complex on the current Planning and Community Development building site, overlooking the park. The City has also purchased the V Center Plaza Pavilion property and the former Rite Aid property just east of the Forest Park Recreation Center. The former Rite Aid property is planned to be a flex space incubator for aspiring culinary entrepreneurs. Both buildings are intended to be a part of the City Center/Starr Park redevelopment master plan.

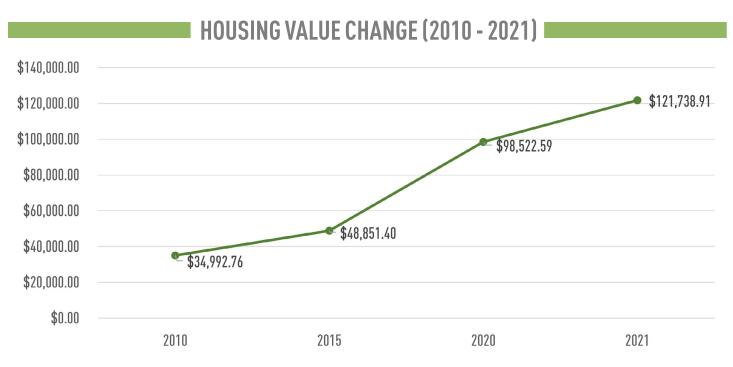


# **HOUSING TRENDS**



Data Source: US Census Bureau; American Community Survey, 2020

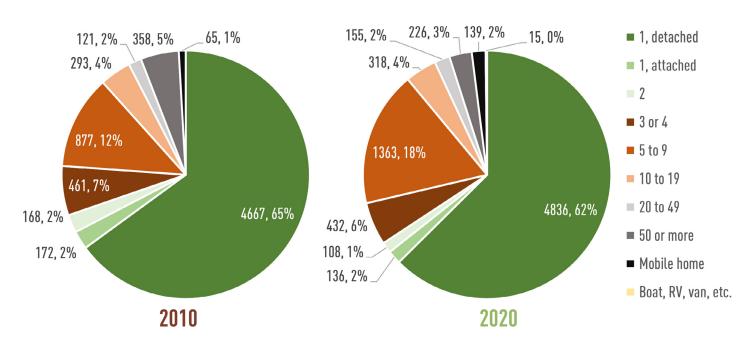
Around 36% of the total 7,276 occupied homes in Foest Park are owned and 57% are rented. The vacant homes have been decreased from 2010 to 2021.



Data Source: US Census Bureau; American Community Survey, 2020

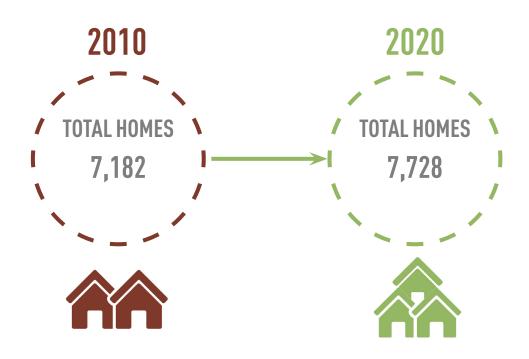
Housing value has been constantly increased from 2010 to 2021, resulting in the average of \$121,739 in 2021.

# **HOUSING TYPE MIX (2010 - 2020)**

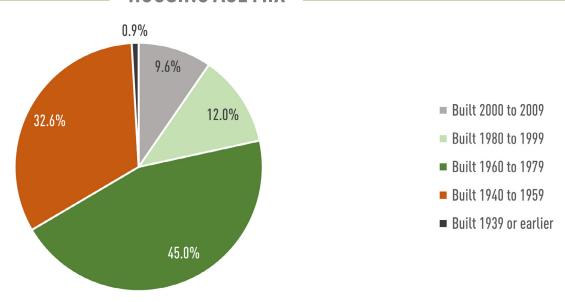


Data Source: US Census Bureau; American Community Survey, 2020

Around 62% of Forest Park's homes are single-family detached houses. Total homes have been increased nearly 7.6% from 2010 to 2020.

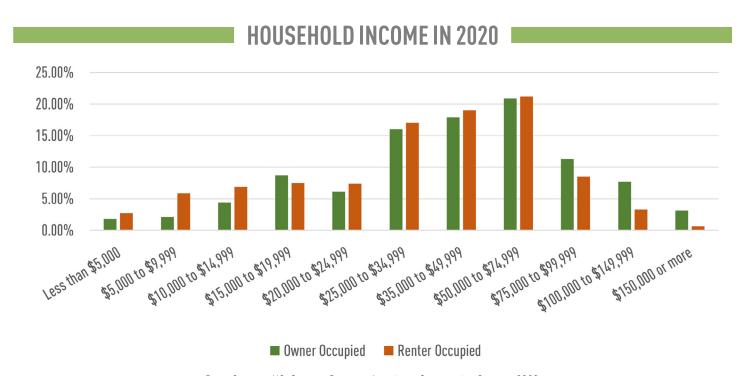


### **HOUSING AGE MIX**



Data Source: US Census Bureau; American Community Survey, 2020

Most houses have been built between 1960 and 1979 in the City of Forest Park, including around 45% of the homes.



Data Source: US Census Bureau; American Community Survey, 2020

Most owner occupied and renter occupied households \$50,000 and \$75,000 in Forest Park.

# METRO ATLANTA HOUSING STRATEGY

### THE APPROACH

Housing supply isn't keeping up with demand. Costs are rising faster than wages. A strategic, regional approach is needed to address metro Atlanta's housing challenges. The Metro Atlanta Housing Strategy provides detailed information and data about the region's housing market and offers a set of actionable steps that local communities can consider taking to address their housing issues. The goal is to foster a greater mix of housing options in the region, reflective of each community's specific housing needs.

The region is broken into 10 housing submarkets based on characteristics such as average sales price, age, type, and size. These submarkets cross city and county lines and include non-contiguous sections.

### FOREST PARK SNAPSHOT

Median Home Sale Price	\$88,200
Change in Median Home Sale Price (2013-2020)	+ 187%
Home Sale Price Per Sq Ft (2020)	\$87,000 sq ft
Percent Change in Home Sale Price Per Sq Ft (2013-2020)	+ 173%
Median Building Area of Home Sales (2020)	1,040 sq ft

Data Source: ARC analysis of Zillow's ZTRAX home sale transactions, 2013 & 2020

#### SUBMARKET 1

Higher-priced core neighborhoods <u>Learn more</u>

#### SUBMARKET 2

Higher-priced near core and employment corridor neighborhoods Learn more

#### SUBMARKET 3

Rapidly changing core neighborhoods experiencing the greatest increase in housing costs regionally <u>Learn more</u>

#### SUBMARKET 4

Lower-priced core neighborhoods vulnerable to increasing housing costs <u>Learn more</u>

#### SUBMARKET 5

Suburban neighborhoods along employment corridors with moderate-to-higher-priced mix of single family and multifamily housing Learn more

#### SUBMARKET 6

Suburban neighborhoods with moderate-to-higher-priced housing <u>Learn more</u>

#### SUBMARKET 7

Suburban neighborhoods with lower-to-moderate-priced housing, biggest increase in renters <u>Learn</u> more

#### SUBMARKET 8

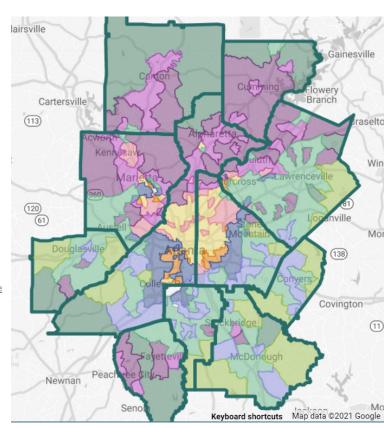
Suburban neighborhoods with lowest-priced single-family homes, mix of renters and owners <u>Learn</u> more

#### SUBMARKET 9

Lower-priced rural areas Learn more

#### SUBMARKET 10

Higher-priced rural areas <u>Learn</u> more



### SUBMARKETS IN FOREST PARK

## Submarket 4

Lowest-priced urban neighborhoods with single-family older multifamily units, housing both renters and a rapidly declining number of owners.

- Submarket with the lowest median home sale price
- Quickest decline in home ownership
- Rates of home sale price increases are significantly quicker than the regional average (while the actual increase is on par)
- Only Submarket to have a net loss of housing units since 2010, more than 3,000 of which were multifamily
- Greatest proportion of non-white residents

## Submarket 7

Lower-priced suburban neighborhoods with both single-family owners and a large, rapidly-increasing number single-family renters.

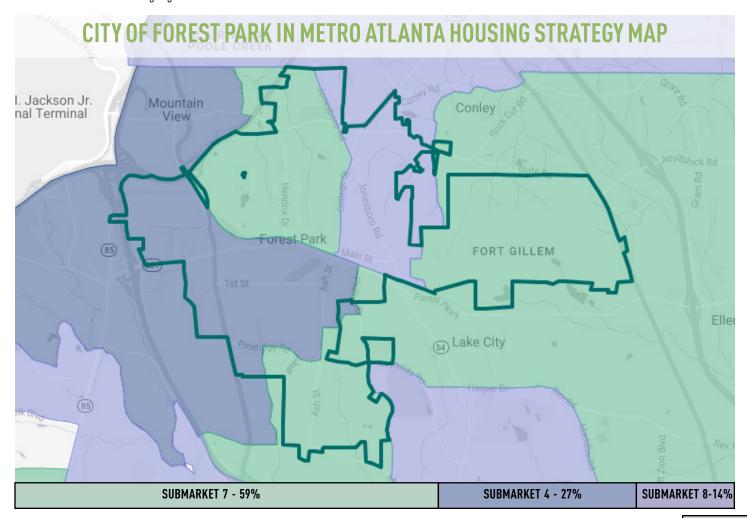
- Greatest increase in the proportion of renters; of the added renter households since 2010, more than 2/3 were into single family units
- Greatest decline in net ownership, having lost more than 14 thousand owner-occupied units since 2010
- The home sale price increases in this Submarket area are slightly below the regional average
- Second largest increase in poverty among the Submarkets

## **Submarket 8**

Lower-priced moderately-sized suburban neighborhoods homes in mostly consisting of homeowners, albeit with an increasing proportion of renters.

- The home sales prices per square foot are the lowest and have increased the slowest among all the Submarkets
- Nearly a quarter of units are multifamily, albeit with practically no net gain in multi-family units since 2010
- Greatest increase in the proportion of non-white residents

Data Source: metroatlhousing.org

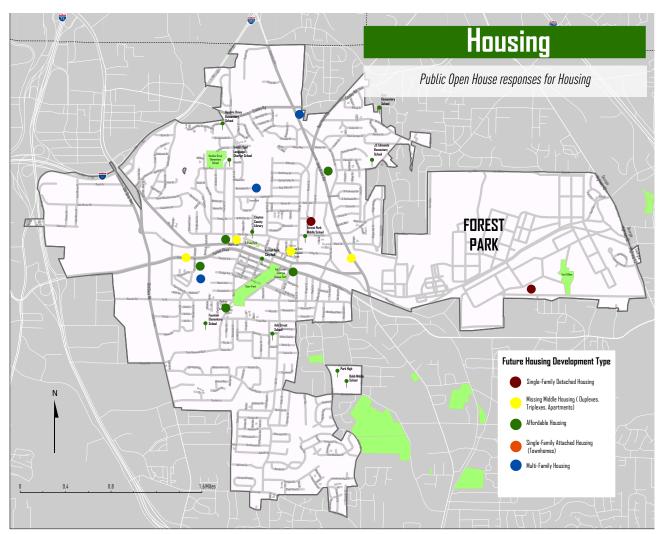


# **COMMUNITY INPUT ON** HOUSING

The participants were asked to mark the areas that need more housing options. The Future Housing Development Types included in the Open House survey were "Single Family Detached Housing", "Missing Middle Housing (Duplexes, Triplexes, Apartments)", "Affordable Housing", "Single Family Attached Housing (Townhomes)", and "Multi-family Housing". Affordable Housing and Missing Middle Housing were two categories that most responses indicated. Single Family Detached Housing was identified as the least, and there were no marks for Single-Family Attached Housing.

The results also shows that the participants identify the most important housing need as the Renovation of Existing Housing.

HOUSING					
Help us prioritize Forest Park's greatest housin	g and identify new ones!				
Place a sticky dot in the "Prioritization" column next to the one need you think is the most significant in the table below. Use a sticky note to identify new needs not included in the table below. Place them in the blank space to the right.					
NEED	PRIORITIZATION				
Affordable Housing	•••••				
Increased Amenity Requirements	Forest Park is Predominantly Tenant-Based, Necessitating a Tenant Resource Center				
Infrastructure Improvements	•••••				
Renovation of Existing Housing					
Senior Housing	• • • • •				



	Need More	Right Amount	Need Less
Affordable Housing	58%	29%	13%
Senior Housing	47%	47%	7%
Density	29%	59%	12%
Mixed-Income Housing	48%	35%	17%
High-Income Housing (\$400,000+)	37%	20%	43%

Online Survey responses on how the participants rank housing in the City of Forest Park

In the online survey, they were asked to rank housing in the City of Forest Park.

Within the survey, 58% indicated that the City needs more "Affordable Housing", and 48% indicated that they need more "Mixed Income Housing". "Density" and

"Senior Housing" were two categories that the participants identified as "Right Amount". 43% indicated "High-Income Housing that the City needs less (\$400,000+).



# **HOUSING STUDIES**

## CLAYTON COUNTY HOUSING AND URBAN DEVELOPMENT (HUD) PROGRAM

Clayton County HUD Programs The Division administers a variety of programs funded by the US Department of Housing and Urban Development (HUD). The County became an Entitlement community in 1998 and since then has received over \$48.8 million. Annually the HUD Programs Division is awarded an average of 2.7 dollars, which is then made available to county agencies, nonprofit organizations, municipalities and other entities serving low- to moderate-income residents. HUD-funded projects are intended to address the following County objectives:

- Decent Housing: Ensuring the provision of decent, safe and sanitary housing options for low- and moderate income households.
- Affordable Housing: Increasing access to affordable housing for low- and moderate income households.
- <u>Suitable Living Environments:</u> Improving the safety and livable of neighborhoods for low- and moderate income persons.
- Community Development: To acquire, construct, or rehabilitate public facilities; provide equipment purchased for public service activities; or provide overall program administration and management resulting in improvements in the social, economic, and physical environment for low- and moderateincome individuals and/or households.
- Homeless Prevention: Increasing shelter and housing options for homeless or near homeless individuals and families. Prevent homelessness through case management and rent/utility assistance.
- Economic Development: Promoting economic development for the benefit of low- and moderateincome communities and households through the provision of job creation and retention.

Under these guidelines projects that have implemented include but are not limited to:

- Infrastructure Improvements
- Homeless Shelter and Transitional Housing Operations
- Youth Development and Enrichment Opportunities
- Park Renovations
- Homeownership Down Payment Assistance
- Essential Home Repairs for Seniors, Veterans and Disabled Persons
- Rent and Utility Assistance
- Slum and Blight Removal
- Program Areas

The HUD Programs Division provides management and oversight for the following programs:

- Community Development Block Grants (CDBG)
- Emergency Solutions Grant (ESG)
- HOME Investment Partnership (HOME)

## **CLAYTON COUNTY 2023-2027 CONSOLIDATED PLAN/2023 ANNUAL ACTION PLAN**

Clayton County HUD consolidated plan identifies and addresses HUD's three (3) priority goals: Decent Housing, Suitable Living Environment and providing Economic Opportunity. The County's ability to attain these goals using CDBG, HOME, and ESG funds can be identified throuth the performance measures including Decent Housing, Suitable Living Environment, and Economic Opportunity.

Local municipalities are integral components of the implementation of Clayton County's Consolidated Plan. Cities within the political boundaries of Clayton County. including Forest Park, Riverdale, Morrow, Jonesboro, Lake City and Lovejoy are expected to actively contribute to the successful implementation of the Consolidated Plan. Each city has historically served as subrecipients and undertaken projects benefiting low- and moderateincome households and communities within their respective jurisdictions.

Recent activity includes the repair and installation of public infrastructure in Forest Park, park improvements in Morrow and Riverdale and street and streetscape improvements in Jonesboro. Over the next five years, it is anticipated that the municipalities will continue to undertake eligible activities that advance the objectives articulated within Clayton County's 2023-2027 Consolidated Plan. In addition to coordinating efforts with local municipalities, the County cooperates with the Georgia State Department of Community Affair's Continuum of Care efforts.

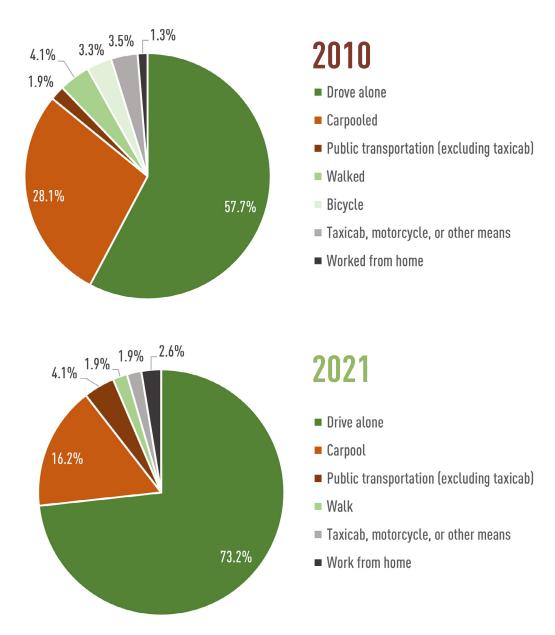
#### Agencies, groups, organizations and others who participated in the process and the jurisdictions consultations with housing, social service agencies and other entities

l					
		Agency/Group/Organization	City of Forest Park		
	7	Agency/Group/Organization Type	Other government - Local		
		What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs		
		How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City was consulted to provide information regarding Non-Homeless Needs.		



# TRANSPORTATION TRENDS

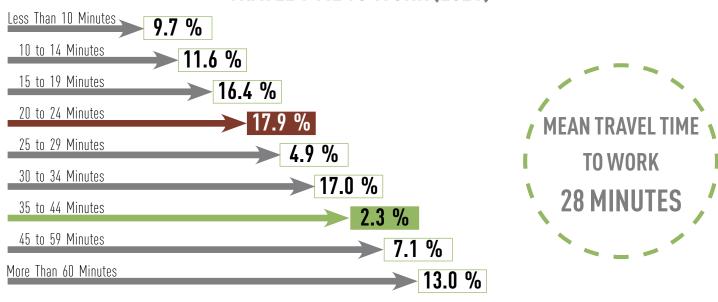
## **TRAVEL MODE CHANGE (2010 - 2021)**



Data Source: US Census Bureau; American Community Survey

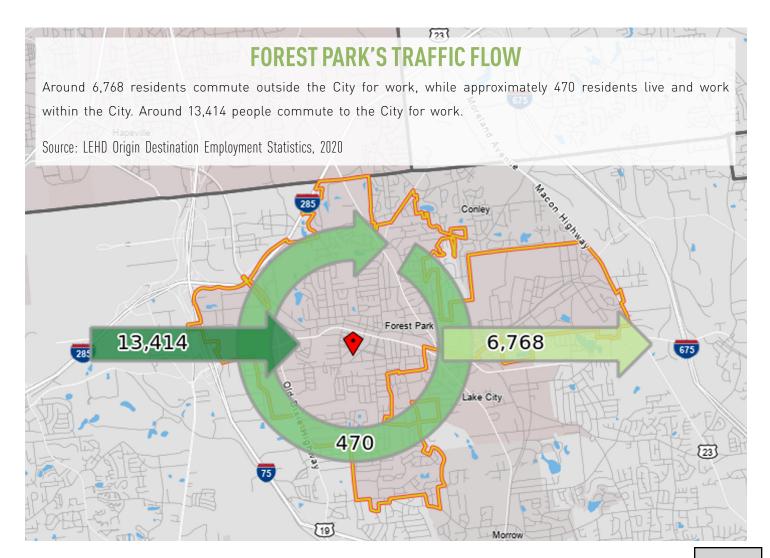
Approximately 73% of Forest Park's residents drive to work, 16.2% carpool, and around 4% use public transportation. The remaining residents walk, use other means of transportation, or work from home. The charts show that driving alone has been increased during the last 10 years.

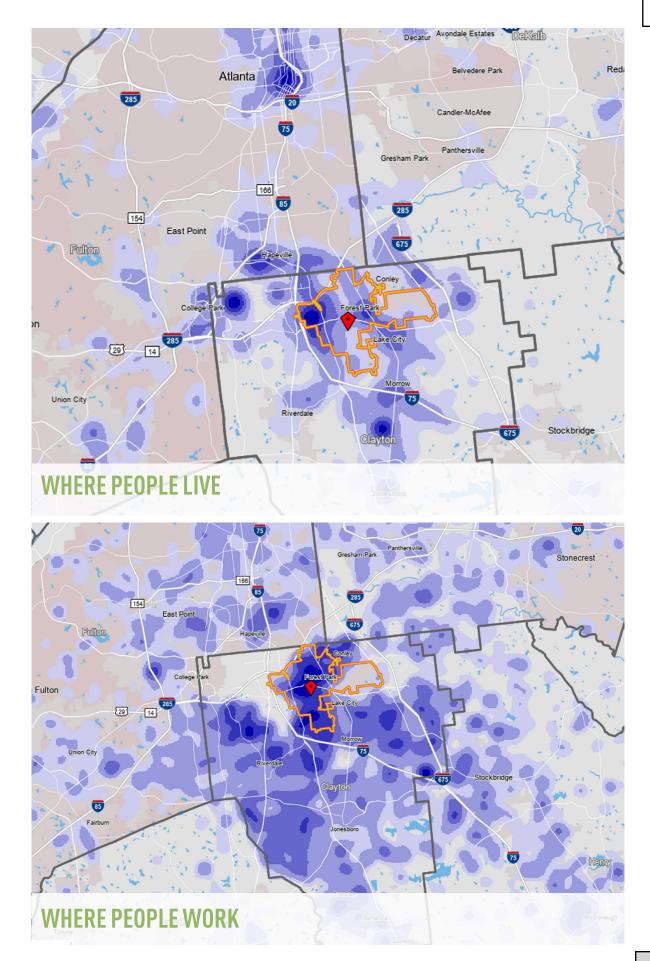
## TRAVEL TIME TO WORK (2021)



Data Source: census.gov

The majority of Forest Park's residents travel between 20 to 24 minutes to work. Mean travel time to work for Forest Park's residents is around 28 minutes.





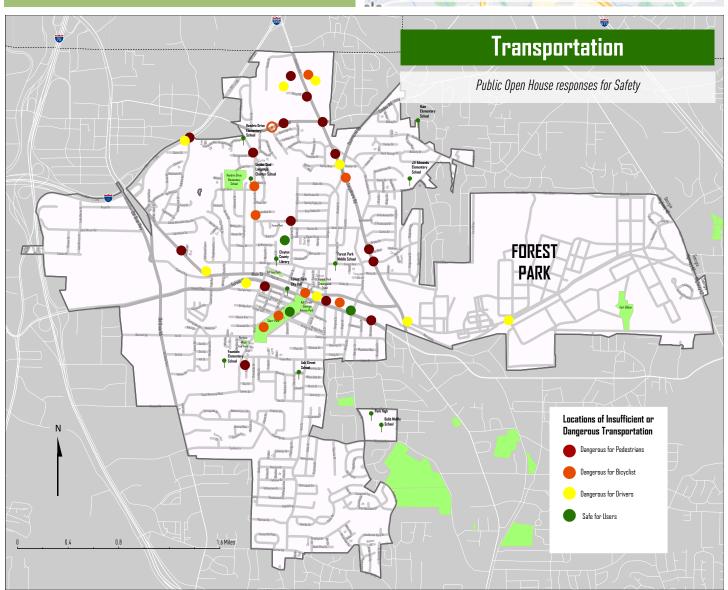
# **COMMUNITY INPUT ON TRANSPORTATION**

In the online survey, the participants were asked to mark the dangerous areas for pedestrians and bicyclists in Forest Park in the online survey, and were also asked to rate traffic safety, traffic congestion, road contidions, pedestrian and bicycle safety, and public transportation.

The participants were asked to identify safe or dangerous areas for drivers, pedestrians, and bicyclists in the Open House. The most marks are concentrated along Forest Parkway, Main Street, and Jonesboro Road.

Mountain Conley View Logistics Center Forest Pa Lake City Hindu Temple of Atlanta Morrow Online Survey responses for dangerous areas for pedesrians or bicyclists

Are there any areas in Forest Park you feel are particularly dangerous for pedestrians or bicyclists?



	Poor	Below Average	Adequate	Good	Excellent	No Opinion
Traffic Safety	11%	13%	51%	19%	2%	4%
Traffic Congestion	9%	11%	45%	21%	11%	4%
Road Conditions	13%	28%	43%	13%	2%	2%
Pedestrian & Bicycle Safety	36%	28%	23%	6%	2%	4%
Public Transportation	15%	28%	33%	13%	4%	7%

Online Survey responses on how the participants rank transportation in the City of Forest Park

Within the survey, the lowest scores for responses to transportation issues fell in the Pedestrian and Bicycle Safety Category. Of the respondents, 36% rated Pedestrian and Bicycle Safety in the City of Forest Park as "Poor" and 28% listed this category as "Below Average."

The second lowest-scoring category Public Transportation for which 15% of respondents indicated that Public Transportation is "Poor" and 28% rated this category "Below Average".



# TRANSPORTATION STUDIES

## **CLAYTON COUNTY COMPREHENSIVE TRANSPORTATION PLAN (2018)**

Clayton County adopted an updated Comprehensive Transportation Plan in August 2018. This plan is intended as a road map for future development of the County's transportation network based on assessed needs.

Primary goals identified include:

- Enhance and maintain the transportation to meet existing and future needs
- Ensure the transportation system promotes and supports appropriate land use and development
- Encourage and support safety and security
- Improve connectivity and accessibility
- Enhance mobility for all users of the transportation system
- Promote and support economic development and redevelopment
- Improve quality of life, preserve the environment, and protect neighborhood integrity
- Engage the public with effective outreach strategies through an analysis of projected changes in population, employment, and land use throughout Clayton County, future needs were identified.

Because the County is expected to grow in both population and employment while maintaining its predominantly suburban development patterns, traffic volumes and demand on existing transportation infrastructure are expected to grow. Some areas are planning for mixed-use development, which will require specific attention paid to the safety of pedestrians and bicyclists. Both north-south and east-west connectivity are key, but while an emphasis on north-south connectivity focuses on trips to and from Fulton and Henry Counties, east-west connectivity is more focused on intra-county connectivity.

The CTP recommends that local and regional land use and economic development strategies should be coordinated with transportation plans and programs. Recent changes to the County's zoning ordinance encourage economic development and redevelopment through the proposal of new zoning districts. Additionally, Complete Streets will become a larger focus in the long-term to enhance the livability of Clayton communities, particularly as the County supports more mixed-use developments.

The following page shows a list of priority projects in Forest park listed in the CTP.

PROJECT RECOMMENDATIONS IN FOREST PARK							
Project ID	Category	Project Name	Description	Cost	Recommended Source of Funding		
5C	Roadway Safety	SR 331/Forest Parkway @ SR 3/US 19/US 41/ Old Dixie Highway Safety Improvement	Intersection Improvement	\$846,000	State / Federal		
3959	Operations	Phillips Drive, Springdale Road	Advanced Traffic Management System (ATMS) Signal Equipment Upgrade - Phillips Drive at Reynolds Road and at South Avenue, Springdale Road at Whatley Drive	\$320,000	Local		
3101	Operations	Ash Street & Morrow Road	Install Fiber-Optic Trunk Line with Signal Communication Equipment and CCTV Cameras	\$926,000	Local		

### AeroATL GREENWAY MODEL MILE - FOREST PARK FEASIBILITY STUDY

The Greenway Plan Model Mile Feasibility study sets up each model mile for the next step of implementation, which includes producing detailed design construction documents. The goal of this study was to develop feasible alignments with public input by working closely with each community, the Alliance, and the CIDs. Each model mile plan includes a chapter that clearly outlines recommendations for implementation, including key points of interest along the corridor, phasing and prioritization, potential funding sources, project costs, and a design and engineering sequence for final implementation tasks.

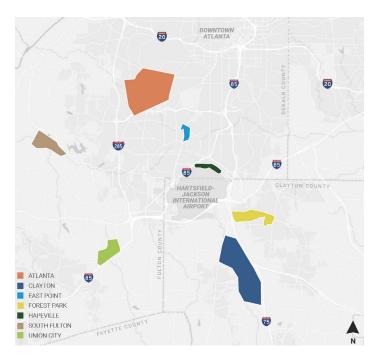
"A comprehensive and inviting trail network that contributes to the quality of life and economic vitality of Aerotropolis communities by giving employees, and visitors safe, direct and enjoyable options for getting around the airport area." Greenway Model aims to create an interconnected network of multi-use trails that is developed throughout the Aerotropolis region. Seven communities were selected to implement a feasibility study to analyze the proposed trails in detail and include a public engagement process to support the analysis. These communities include City of Eastpoint, City of Hapeville, City of Forest Park, Clayton County, City of South Fulton and Fulton County, Union City, and Atlanta. First priority trails expressed by Local Partners from the City of Forest Park consists of rail adjacent trails on Main Street to Fort Gillem, to Hendrix Elementary School, and trails connecting Fountain Elementary School, Starr Park, and downtown. The identified Model Mile for Forest Park in the plan adopted in 2018 is the Starr Park-Fountain Elementary connection from Forest Parkway to Fountain Elementary along Lake Drive and West Street. The Lake Drive section is proposed as a two-way cycle track and the West-Street section as a neighborhood greenway or shared road. This trail segment extends approximately 1 mile.

Forest Park Model Mile will provide infrastructure for bicycles and pedestrian mobility in an area where the City hopes to spur economic development and give those not in cars or buses a means to safely travel to their jobs. The model mile connects downtown Forest

Park and commercial establishments on Main Street to the regionally significant State Farmers Market. The trail helps to improve the visual character of Forest Parkway and Main Street and connects multiple civic spaces. The trail design also includes the development of a flexible park space with the ability to accommodate food trucks.

The goals the Forest Park community deemed important are:

- Support workforce development: use the trail to connect people to jobs in the industrial/commercial corridor along Forest Parkway.
- Connect: link community spaces together as a cohesive network.
- Image: improve the image and visual character of Main Street and Forest Parkway.

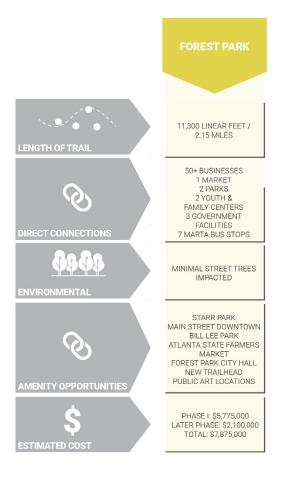


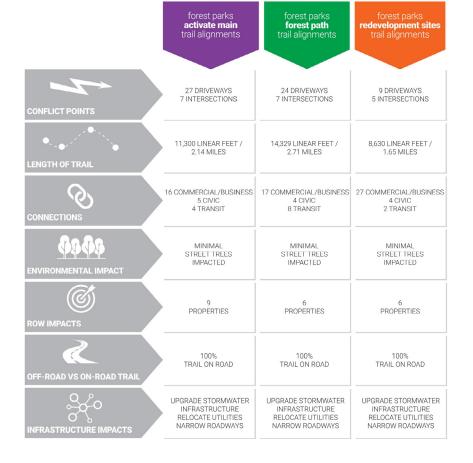
Aero ATL Model Mile Study Area

multiple historic resources, cultural landmarks, and destinations within the study area. The plan studies all the major areas having an effect on the trail network. Major destinations in the study area are a private two-acre cemetery connected to the Amazing Grace World Outreach Church, Atlanta State Farmers Market, Forest Park City Hall, Forest Park Recreation Center, Main Street, and Clayton County Library Forest Park Branch. Two main open spaces and parks are located in this area which offer community recreation and leisure activities: Starr Park, with multiple entertainment facilities such as a volleyball court, a tennis court, and a mini golf course, and Bill Lee Park located off Main Street. Along with the historical, cultural, and recreational areas, the plan studies the environmental resources, transportation network, and utilities to set the preferred alignment for the Forest Park AeroATL Model Mile Trail.

The plan provides several alternative routes within the study area which are influenced by the existing conditions, construction feasibility, and the ability to link key destinations. Multiple alternatives are proposed and evaluated based on the impacts of constructing each route.

- The Activate Main Alignment connects Starr Park, existing civic buildings, Bill Lee Park, businesses along Main Street, and the Atlanta State Farmers Market. The focus of this alignment is to help reactivate Main Street and draw people downtown.
- The Forest Path alignment connects Starr Park, existing civic buildings, and the Atlanta State Farmers Market. Similar to portions of Activate Main, this route runs adjacent to Forest Parkway, proposing a road diet in existing shoulder lanes, and utilizes existing railroad right-of-way to create a looped trail and linear park
- The Redevelopment Sites Alignment connects Starr Park, existing civic buildings, Bill Lee Park, the Clayton County Library, businesses along Main Street, and two potential redevelopment sites. The intent of this alignment is the potential redevelopment of two existing brownfield sites on Main Street. These properties are currently owned by the City and could act as a catalyst to help rejuvenate interests and redevelopment on Main Street and the downtown area.





## MARTA 2040 TRANSIT PROJECT - CONNECT CLAYTON

### **OVERVIEW**

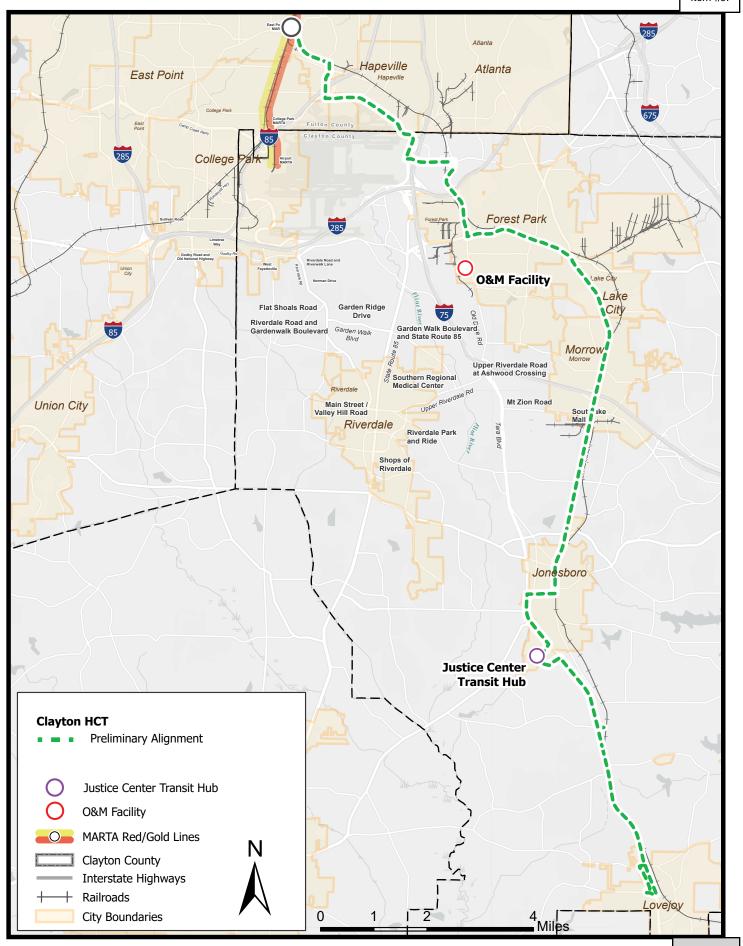
Connect Clayton seeks to explore different transit alignments and technology opportunities that comprise a transit network to improve Clayton County's transportation mobility, accessibility, and connectivity to and from the metro Atlanta region. The projects being developed under Connect Clayton include high capacity transit, transit supportive land use, and an operations and maintenance facility.

- Southlake Bus Rapid Transit (BRT) emerged as the preferred high capacity option to deliver service to the western portions of the county.
- Transit supportive land use is typically comprised of higher-density, multi-family residential, commercial, or mixed-use developments. An anticipated outcome of Connect Clayton is an amendment to Clayton County's comprehensive plan, which will align Southlake BRT's proposed station areas with consistent land use policies.
- The Clayton Multipurpose Operations and Maintenance (0&M) Facility will support MARTA's service expansion, supplement maintenance existing facilities, and improve MARTA's existing bus network in Clayton County. Additionally, the facility alone will create over 400 jobs in Clayton County.
- SR 54 High-Capacity Transit will explore alternatives for high-capacity, fixed-guideway transit in Clayton County.
- The Clayton Transit Oriented Development (TOD) Pilot Project will examine Clayton County to determine potential areas for TOD around the Southlake BRT stations.

### **SR 54 HIGH CAPACITY TRANSIT**

The SR 54 corridor is a major mobility corridor for Clayton County and provides access for Clayton County communities and residents of nearby counties to the Atlanta region. The proposed BRT project addresses the travel demands in a study area generally extending south from the East Point MARTA Rail Station in the City of East Point in Fulton County, GA to the City of Lovejoy in Clayton County, GA. The proposed BRT route would utilize the following roadways, from north to south: Main Street (in College Park), Irene Kidd Parkway, Central Avenue, Virginia Avenue, North Central Avenue, Downtown Hapeville, GA, Mountain View, US 41, Forest Parkway, SR 54, and SR 138. The proposed alignment is approximately 24 miles long, with some fully dedicated lanes and some areas operating in mixed traffic. Transit Signal Priority (TSP) technology would be implemented throughout the alianment.

The purpose of the proposed transit investment is to improve accessibility, travel time reliability, and economic development opportunities by providing highcapacity transit services for commuters accessing activity centers within Clayton County and the greater Atlanta region. BRT buses will be specifically branded to be visibly identifiable and can include near-level boarding, off-board ticket collection, along with other amenities



### CLAYTON MULTIPURPOSE 0 & M FACILITY

The Clayton Multipurpose Operations and Maintenance (0&M) Facility will support operations of 31 regional bus routes and 250 buses. The facility will also include a MARTA police precinct, designated training areas, bus maintenance and repair facilities, transit operations and administrative offices, bus fueling points, bus inspection areas, vehicle cleaning facilities, fare retrieval points, bus parking and employee parking.

During the facility planning process, MARTA analyzed over 25 potential sites within Clayton County. The site selection process used 16 evaluation criteria to rank the potential sites including traffic conditions, current land use and zoning, site acquisition costs, site development costs and economic development factors. Located in Forest Park, Georgia, the preferred site consists of two adjacent parcels zoned light industrial and totaling 31 acres. The preferred site is a "greyfield" site, or underutilized land that presents favorable conditions for redevelopment.

The MARTA Clayton Multipurpose O&M Facility is being designed to:

- Increase system efficiency by reallocating equipment from existing MARTA bus maintenance facilities, up to 19 miles away, to the new facility resulting in a reduction in overall bus mileage, lost revenue time and emissions.
- Lower operational costs by reducing lost revenue time, mileage, deadhead costs and bus driver costs.
- Accommodate 250 buses with parking, fueling, washing and maintenance.
- Support fueling and servicing of alternative fuels including natural gas and fully electric buses. The site has nearby electrical infrastructure capable of supporting an all-electric bus fleet.
- Spark economic investment in the community, with the site being located within a federally designated Opportunity Zone.
- Help create construction and new transit jobs locally, employ over 400 employees and enhance safety with the presence of officers at the police precinct. The facility will have a positive future net fiscal impact of about \$174K annually on the City of Forest Park.



Increased System Efficiency





Operational Costs



Investment and Jobs in Clayton County



Rendering of Police Precinct



Rendering of Maintenance Building

### TRANSIT SUPPORTIVE LAND USE

Transit supportive land use is comprised of higherdensity, multi-family residential, commercial, or mixeduse developments that are typically prevalent in transitoriented development (TOD) patterns. To assist Clayton County's transit projects in the federal process, MARTA, Clayton County, and local jurisdictions need to work together to implement the Big Five, referenced below.

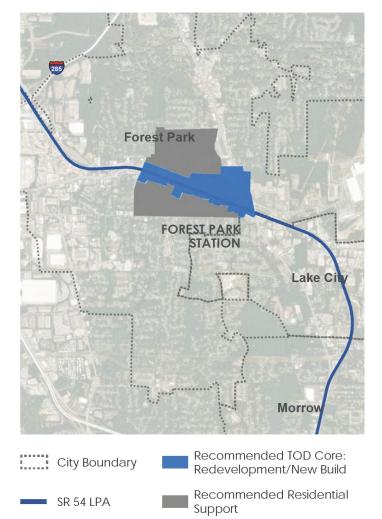
Clayton's future high-capacity corridors (SR 54 and SR 85) are not "transit friendly" in terms of land use or zoning. Currently these communities have:

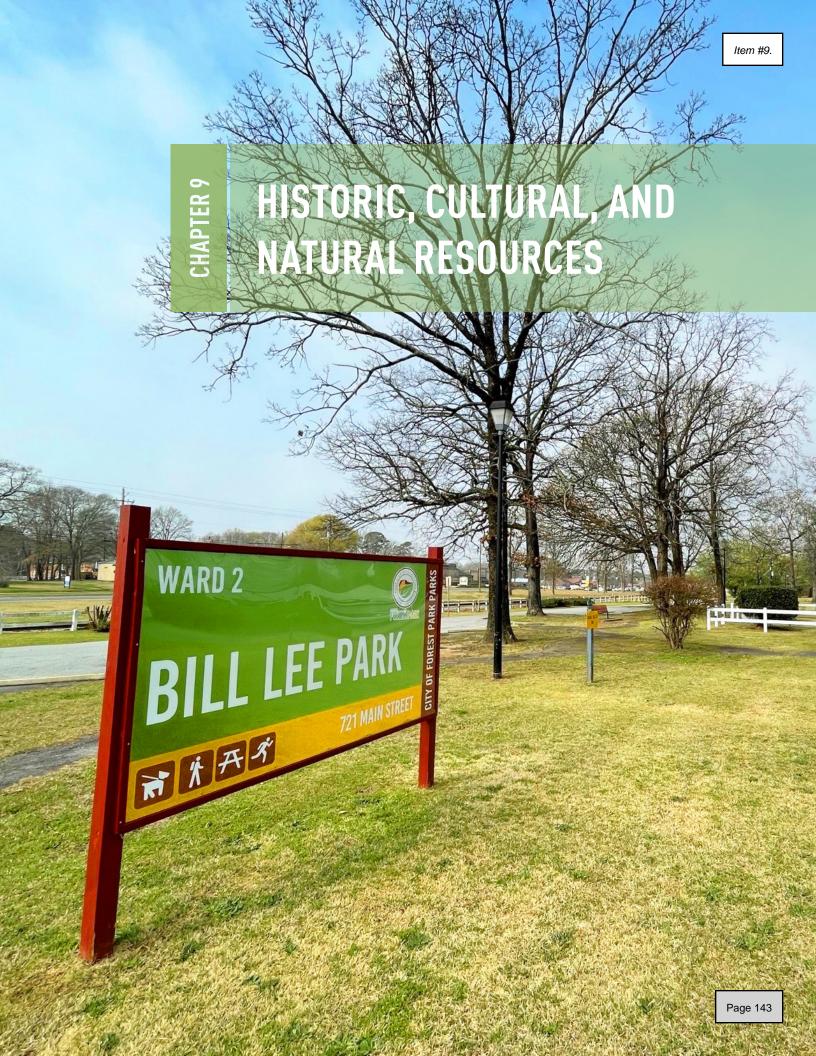
- Low density
- Single/homogenous uses
- Poor walkability
- Suburban-style site design oriented to car
- Over-abundance or surface parking

In 2022, the MARTA team coordinated with jurisdictions in South Fulton County and Clayton County, along with Clayton County itself to develop amendments to their comprehensive plans. These amendments included language to allow for zoning of land uses that support transit in their geographic areas.

To conclude the Clayton County Transit Supportive Land Use Study, MARTA is providing each jurisdiction with zoning recommendations for better alignment with transit supportiveness, as well as additional station area planning strategies. The recommended approach for implementing transit supportive land uses in Forest Park is to integrate key components of MARTA's TOD-Core Redevelopment/New Build model ordinance into the City's current zoning ordinance rewrite. The creation of a new residential overlay based on the Residential Support model ordinance also recommended.





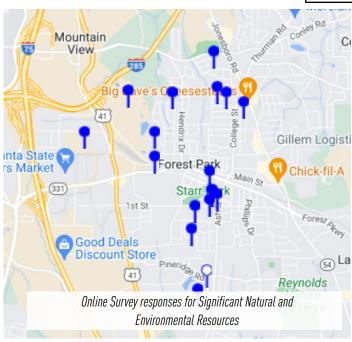


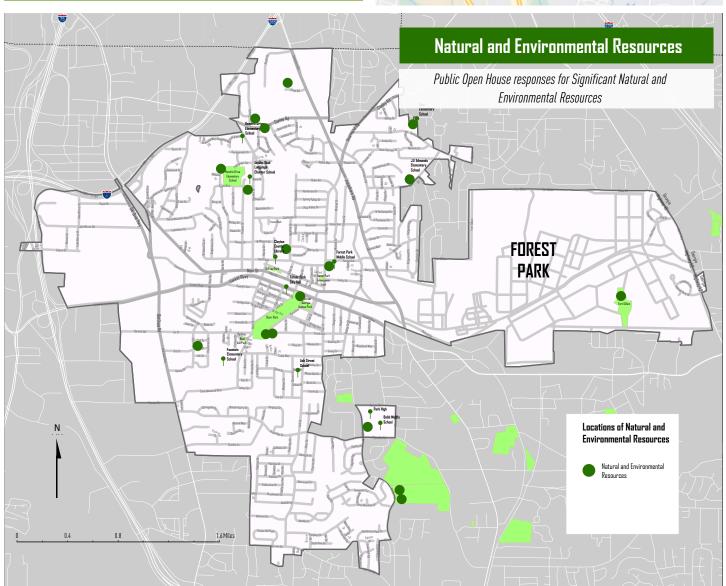


# **COMMUNITY INPUT FOR NATURAL & ENVIRONMENTAL RESOURCES**

The participants were asked to mark the most important natural and environmental resources in Forest Park. Starr Park, Bill Lee Park, Ballard Pond, Forest Hills Memorial Gardens, and Forest Lake were among the places identified on the map.

What are Forest Park's most significant Natural and **Environmental Resources?** 

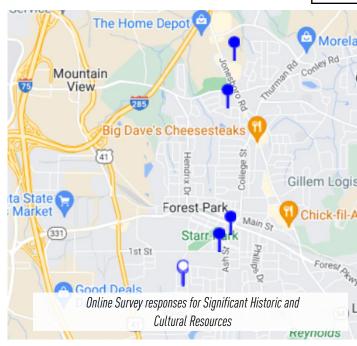


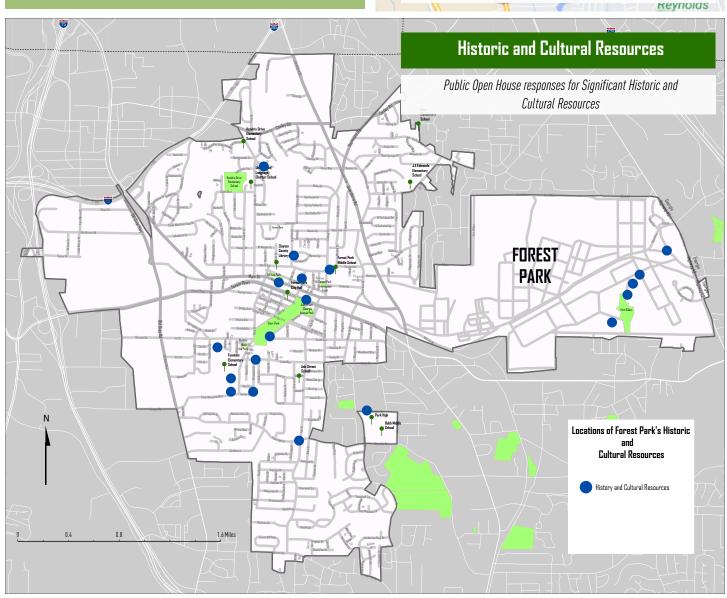


# **COMMUNITY INPUT FOR HISTORIC & CULTURAL RESOURCES**

The participants were asked to mark the most important historic and cultural resources in Forest Park. Forest Park shools, Clayton County Library, Forest Chapel Baptist Church, and City Hall were among the places identified on the map.

What are Forest Park's most significant Historic and Cultural resources?







# **FUTURE LAND USE MAP**

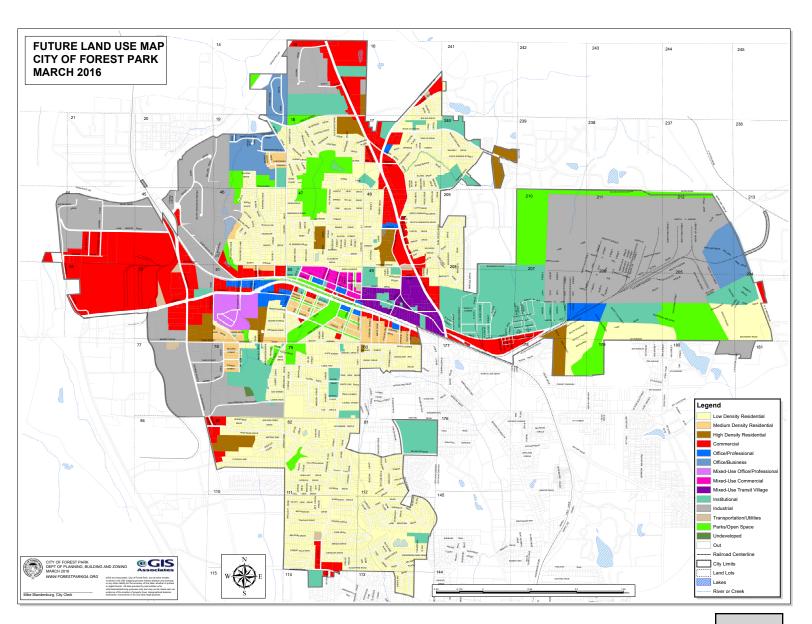
The Future Land Use Map geographically organizes future development the City of Forest Park desires to achieve in the future and is a graphic representation of goals and objectives of this Comprehensive Plan.

Zoning, development regulations, and infrastructure investment will need to evolve to accommodate future land use goals and principles. Decision-makers will also use the future land use descriptions as a policy guide for future rezoning decisions, and as a way to understand broader context around development proposals.

Future land uses provide descriptions regarding these planning elements:

- Desired infrastructure, economic objectives, housing types and building types
- Building form, massing, and style
- Desired use or mix of uses
- Goals to achieve the desired development types

As Forest Park is primarily built out, redevelopment will be key to any growth within the City.



Includes single-family, detached residential development. This land use category includes large areas of the city which are already developed in singlefamily residential subdivisions, and includes those areas which are likely to develop in a similar manner over the next twenty years.



### **MEDIUM DENSITY RESIDENTIAL**

Includes single family detached, single family attached, duplex, triplex, townhouse and condominiums.



### HIGH DENSITY RESIDENTIAL

Includes single family detached, single family attached, duplex, triplex, townhouse, condominiums and multifamily apartments.



### **COMMERCIAL**

Includes retail or strip malls, auto-related businesses, funeral homes and restaurants.



### OFFICE / PROFESSIONAL

Includes office and professional uses such as finance, insurance, real estate and medical offices.



# **OFFICE / BUSINESS**

Includes more intensive office-oriented developments such as "office parks" and "business parks" that are directly accessible to the interstate highway system. All development should have the majority of building space allocated for office use.



### **MIXED USE OFFICE**

Allows for a mixture of office and residential uses in such a way as to foster a live-work environment. Professional offices (finance, insurance, real estate, medical) may locate at ground level with residential condominium or apartment units above. Includes single family detached, single family attached, duplex, triplex, townhouse, condominiums and multi-family apartments.



### **MIXED USE COMMERCIAL**

allows for a mixture of commercial and residential uses in a "traditional urban" or "main street" fashion. Neighborhood-friendly retail commercial uses such as drugstores, flower shops, and small clothing stores may front on commercial streets with condominiumtype residential units and/or offices located above or behind. Includes single family detached, single family attached, duplex, triplex, townhouse, condominiums and multi-family apartments.



### **MIXED USE TRANSIT VILLAGE**

Consistent with the Transit Village recommended by the Forest Park Livable Centers Initiative Plan, allows for a mixture of neighborhood-friendly commercial, office and residential uses in a vertical arrangement. All development should be pedestrian-oriented and should facilitate access to mass transit facilities.



### **INSTITUTIONAL**

Includes churches, lodges, hospitals, clubs and community service buildings. This classification also includes public schools and buildings, fire stations, police stations, City buildings, and cemeteries.



### INDUSTRIAL

Includes storage and warehousing facilities, technology related manufacturing with offices, auto repair, utility storage yards, structures which combine office and warehouse/distribution functions, truck terminals, and similar structures and other businesses that are manufacturers but do not necessarily conflict with commercial uses.



### TRANSPORTATION / COMMUNICATION / UTILITIES

Includes airports, water and sewer facilities, power stations, substations, water storage tanks, radio and television stations, limited access highways, and utility corridors.



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### PARK / OPEN SPACE

Includes land dedicated to active passive recreational uses that are either publicly or privately owned and may include playgrounds, public parks, nature preserves, golf courses, reservations, recreation centers, and similar uses. All 100-year floodplain areas in Forest Park are included under the Parks/Open Space classification.





Item	Description	Fiscal Year					Total Cost	Responsible Department or Agency
	Population	23-24	24-25	25-26	26-27	27-28	(if any)	
P.1	Monitor regional and U.S. Census estimates of the City's population	*	*	*	*	*	Not Applicable	Planning & Community Development
P.2	Update population and functional population projections as needed to support annual updates of the Capital Improvement Element	*	*	*	*	*	Staff Time	Planning & Community Development
P.3	Prepare, implement, and revise as appropriate a community information plan and program	*	*	*	*	*	Staff Time	Planning & Community Development
	Housing	23-24	24-25	25-26	26-27	27-28		
H.1	Maintain data on issuance of housing starts (building permits) for estimates of population and housing	*	*	*	*	*	Staff Time	Planning & Community Development
H.2	Conduct Neighborhood and Housing Analysis	*	*	*			Staff Time	Planning & Community Development
H.3	Initiate an on-going review of concentrated substandard housing units and use community development funds to help fund improvements	*	*	*	*	*	Staff Time	Planning & Community Development/Code Enforcement
H.4	Continue to enforce the standard housing code	*	*	*	*	*	Staff Time	Planning & Community Development/Code Enforcement
H.5	Establish and promote a housing rehabilitation program partnering with local County and Regional resources	*	*	*	*	*	Staff Time	Planning & Community Development/Code Enforcement
Н.6	Monitor available county, state and federal housing programs and disseminate information to individuals and groups in need of such program resources.	*	*	*	*	*	Staff Time	Planning & Community Development/Code Enforcement
H.7	Work with Land Bank on potential housing	*	*	*	*	*	Staff Time	Planning & Community Development
H.8	Research methods to establish Infill Development opportunities	*	*	*	*		Staff Time	Planning & Community Development
H.9	Establish housing strategy for Ft. Gillem	*	*	*	*	*	Staff Time	Planning & Community Development
	Economic Development	23-24	24-25	25-26	26-27	27-28		
ED.1	Provide information on available office space to all potential users or reference sources.	*	*	*	*	*	Staff Time	DDA, City Administration
ED.2	Continue to collaborate with the Urban Redevelopment Authority/Fort Gillem to attract world class industry and business that supports the City's develop goals.	*	*	*	*	*	Staff Time	City Administration, City Council

11	D	Fig. 1.					T.I.LO	D
Item	Description	Fiscal Year					Total Cost	Responsible Department
							(if any)	or Agency
ED.4	Identify and incorporate quality of life enhancements that make the area attractive to corporations.	*	*	*	*	*	Staff Time	All departments
ED.5	Collaborate with Aerotropolis and the DDA to make the City more attractive to businesses and potential homeowners.	*	*	*	*	*	Staff Time	Downtown Development Authority (DDA); Urban Redevelopment Authority (URA); Planning & Community Development & Economic Development
ED.6	Complete signage to key attractions throughout the City	*	*	*	*	*	Staff Time	Public Works (in coordination with Aerotropolis where applicable-Gateway Program)
ED.7	Guide small entrepreneurs to available forms of resources and assistance	*	*	*	*	*	Staff Time	City Manager's Office & DDA
ED.8	Communicate with businesses via electronic newsletter to keep them informed of developments in the City	*	*	*	*	*	Staff Time	City Manager's Office
ED.9	Stay involved in regional discussions with Aerotropolis and similar agencies	*	*	*	*	*	Staff Time	City Manager's Office, Planning & Community Development
ED.10	Continue to effectively communicate the development process: advocate for streamlining where opportunities exist	*	*	*	*	*	Staff Time	Planning & Community Development, City Manager's Office DDA
ED.11	Continue to enhance the first line of marketing to new and expanding businesses using eh City Website, by launching new website	*	*	*	*	*	Staff Time	City Manager's Office & DDA
ED.12	Administer and promote/ market the Opportunity Zone to all existing and prospective businesses.	*	*	*	*	*	Staff Time	City Manager's Office and DDA
ED.13	Solicit, plan, and produce events in conjunction with organizations to offer a variety of affordable entertainment and leisure activities in a safe and attractive environment	*	*	*	*	*	Staff Time	City Manager's Office, Parks and Recreation and DDA
ED.14	Conduct a Market Analysis of Retail and Service Industry	*	*	*	*	*	Staff Time	City Administration
ED.15	Maintain the City's current infrastructure services office (ISO) rating	*	*	*	*	*	Staff Time	Fire Department

Item	Description		F	iscal Yea	ar		Total Cost	Responsible Department
							(if any)	or Agency
	Redevelopment	23-24	24-25	25-26	26-27	27-28		
R.1	Pursue priority-based budgeting to accomplish redevelopment goals with targeted neighborhood redevelopment a priority	*	*	*	*	*	Not Applicable	City Manager, City Council
R.2	Establish an infill development program potential incentives to target developers with senior affordable housing specialization	*	*	*	*	*	Staff Time	City Manager, Planning & Community Development, and DDA
R.3	Continue to collaborate with Clayton County Land Bank	*	*	*	*	*	Staff Time	City Administration, Planning & Community Development
R.4	Continue to collaborate with State on the revitalization efforts of the State Farmers Market to ensure the broader goals of community connectivity and pedestrian accessibility are incorporated	*	*	*	*	*	Staff Time	City Manager, City Council & relevant departments
R.5	Continue to promote public facilities in redevelopment target areas	*	*	*	*	*	Not Applicable	City Administration & City Council
R.6	Implement recommendations of Starr Park Master Plan	*	*	*	*	*	TBD/Cost to be Phased	Parks & Recreation with city departments
R.7	Support Downtown Development Authority, where needed	*	*	*	*	*	TBD	City Council, City Manager
R.8	Seek funding for implementation of neighborhood redevelopment plans, and projects	*	*	*	*	*	TBD	Planning & Community Development
R.9	Assist where possible in improving access, ingress, and egress to outmoded retail centers and upgrade surrounding road networks.	*	*	*	*	*	TBD	Public Works
R.10	Promote existing retail space and the redevelopment of vacant retail space.  Develop a greyfield redevelopment strategy.	*	*	*	*	*	Staff Time	DDA, City Administration & Economic Development
	Housing & Neighborhoods	23-24	24-25	25-26	26-27	27-28		
H&N.1	Establish a Forest Park Pride program to include public education signage in English and Spanish	*	*	*	*	*	Staff Time	City Council, City Manager & Public Works
H&N.2	Develop design guidelines or overlay district for Starr Park neighborhood	*	*	*	*	*	Staff Time	Planning & Community Development
H&N.3	Implement a targeted rental and abandoned property registration and monitoring program	*	*	*	*	*	Staff Time Consultant	City Administration, City Council & Code Enforcement
H&N.4	Identify a Senior Housing opportunity and recruit a developer	*	*	*	*	*	Staff Time	City Council, City Manager, Planning & Community Development

Item	Description	Fiscal Year					Total Cost	Responsible Department
							(if any)	or Agency
	Urban Design	23-24	24-25	25-26	26-27	27-28		
UD.1	Implement a gateway master plan for major entrances to the City that incorporates various recommendations of adopted design guidelines including Aerotropolis	*	*	*	*	*	TBD	Public Works, Planning & Community Development
UD.2	Develop a Placemaking strategy to include Jonesboro Road (like WeLoveBuHi) as a food and cultural destination, Starr Park-wellness and recreation destination, Main Street- retail and restaurants.	*	*	*	*	*	TBD	City Administration, Planning & Community Development
UD.3	Continue to apply for federal and state funding to enhance the streetscapes of road corridors in the City	*	*	*	*	*	Staff Time	Public Works, Planning & Community Development
	Land Use	23-24	24-25	25-26	26-27	27-28		
LU.1	Further develop, refine, and implement land use recommendations for "Character areas"	*	*	*	*	*	Staff Time	Planning & Community Development
LU.2	Update City Land Use and Zoning Maps	*	*	*	*	*	Staff Time	Planning & Community Development
LU.3	Implement GIS platform updates and establish on-going program	*	*	*	*	*	Staff Time	Planning & Community Development
LU.4	Periodically report as may be needed on conformance with regional development plan	*	*	*	*	*	Staff Time	Planning & Community Development
LU.5	Establish Design Guidelines for Jonesboro Road Corridor	*	*	*	*	*	Staff Time	Planning & Community Development
	Community Facilities	23-24	24-25	25-26	26-27	27-28		
CF.1	Implement the master plan for Starr Park	*	*	*	*	*	Cost to Be Phased	Parks & Recreation; other applicable departments
CF.2	Implement a connectivity plan that addresses Forest Parkway, Jonesboro Road, Aerotropolis Greenway, Starr Park and Clayton County network	*	*	*	*	*	Cost to be Phased	City Administration, Planning & Community Development, Public Works
CF.3	Prepare, adopt, and periodically revise as appropriate a municipal policy for use of City-owned buildings and grounds by private, non-profit, and other government users	*	*	*	*	*	Staff Time	Administration, Public Works, Parks & Recreation
CF.4	Implement and maintain a customer service policy and action plan in each of the City's departments, with a consistent level of service throughout the departments	*	*	*	*	*	Staff Time	HR lead with various departments

Item	Description	Fiscal Year					Total Cost	Responsible Department
							(if any)	or Agency
CF.5	Monitor the provision of municipal services and their ability to meet the diversifying needs of the City's population	*	*	*	*	*	Staff Time	Administration; various departments
CF.6	Continue and enhance community- based policing including Neighborhood Watch and other appropriate programs of the Crime Prevention Unit by seeking special grant funds and ensuring program responsibilities are assigned to specific staff	*	*	*	*	*	\$20,000	Police
CF.7	Continue programs of recognition to all public safety staff for the jobs they accomplish as a combination department of full-time and part-time employees	*	*	*	*	*	Staff Time	Fire & Rescue, Police, City Council
CF.8	Continue to prioritize road resurfacing projects, continue drainage maintenance projects, and sidewalk repair projects according to most urgent need	*	*	*	*	*	Staff Time/ Cost to be Determined	Public Works
CF.9	Investigate the need for traffic calming, pedestrian safety elements and integrate traffic calming projects as may be appropriate in the City's capital plan	*	*	*	*	*	Staff Time	Public Works
CF.10	Develop a program incorporating landscaping/streetscaping and green infrastructure into all major road projects to improve water quality provide greater community identity and safety	*	*	*	*	*	Staff Time	Public Works, Planning & Community Development
CF.11	Annually program and implement improvements needed to maintain and upgrade the storm water management system in compliance with the MS4 NPDES Permit	*	*	*	*	*	Staff Time	Public Works
CF.12	Continue to monitor the conditions of municipally owned facilities; schedule improvement to such facilities and grounds as appropriate	*	*	*	*	*	Staff Time	Public Works, Recreation & Parks
CF.13	Continually review and revise the disaster preparedness and management plans in conjunction with Clayton County	*	*	*	*	*	Staff Time	Various Departments
	Public Works	23-24	24-25	25-26	26-27	27-28		
PW.1	Use TSPLOST funs for transportation improvements including system improvements described in the Comprehensive Plan	*	*	*	*	*	Staff Time	Public Works

	1							
Item	Description	Fiscal Ye	ear				Total Cost	Responsible Department
							(if any)	or Agency
PW.2	Work with MARTA to locate facilities and provide enhanced routes within the City. Shelters and trash bins remain a priority.	*	*	*	*	*	TBD	Public Works, Planning & Community Development, City Administration
PW.3	Continue to collaborate with MARTA, Clayton County, and other appropriate entities to develop the Multi-Modal Transportation Center on Forest Parkway	*	*	*	*	*	TBD	Public Works, Planning &Community Development, City Administration
PW.4	Determine the feasibility of a pedestrian bridge over Forest Parkway tied to the proposed city center	*	*	*	*	*	TBD	Public Works, Planning & Community Development, City Administration working with the State and MARTA
PW.5	Continue to prioritize road resurfacing projects, continue drainage maintenance projects and sidewalk repair projects according to most urgent need and implement transportation system improvements as described in the Comprehensive Plan	*	*	*	*	*	TBD-Phased	Public Works
PW.6	Barlett Road Improvements	*	*	*	*	*	Staff Time	Public Works
Ir	tergovernmental Coordination	23-24	24-25	25-26	26-27	27-28		
IC.1	Periodically revisit and update intergovernmental service agreements	*	*	*	*	*	Staff Time	City Administration
IC.2	Revisit agreement with Clayton County Animal Control Services to ensure mutual benefit and greater coordination	*	*	*	*	*	Staff Time	City Administration, Planning & Community Development
IC.3	Monitor legislative changes of adjacent jurisdictions (Lake City, Morrow, Clayton County) for their impact on Forest Park	*	*	*	*	*	Staff Time	Administration



# REPORT OF ACCOMPLISHMENTS



# REPORT OF ACCOMPLISHMENTS

### **KEY TO TERMINOLOGY**

Items that are Completed have been finished within the 5-Year reporting period prior to this Comprehensive Plan Update.

Items that are Underway have been initiated or have had partial progress made as of the end of the 5-Year reporting period prior to this Comprehensive Plan Update. They have been carried over into the new 5-year reporting period for this Comprehensive Plan Update.

Items that are Postponed are still priorities for the community and have been carried over into the new 5-Year reporting period for this Comprehensive Plan Update.

Items that are Cancelled will not be carried over into the new 5-Year reporting period for this Comprehensive Plan Update. Generally, these are items that are broad policy statements or routine city operations, and they have been identified appropriately as such.

Item	Description	Status
POPULATI	ON	
P.1	Monitor regional and U.S. Census Bureau estimates of the City's population	Underway
P.2	Update population and functional population projections as needed to support annual updates of the Capital Improvement Element	Underway
P.3	Prepare, implement, and revise as appropriate a community information plan and program	Underway
HOUSING		
H.1	Maintain data on issuance of housing starts (building permits) for estimates of population and housing	Underway
H.2	Conduct Neighborhood and Housing Analysis	Underway
Н.3	Initiate an on-going review of concentrated substandard housing units and use community development funds to help fund improvements	Underway
H.4	Continue to enforce the standard housing code	Underway
H.5	Establish and promote a housing rehabilitation program partnering with local County and Regional resources	Underway
H.6	Monitor available county, state and federal housing programs and disseminate information to individuals and groups in need of such program resources	Underway
H.7	Conduct Neighborhood and Housing Analysis	Cancelled -Duplicative of item # H.2 above -Replaced with new item in 2024-28 CWP

Item	Description	Status
H.8	Research methods to establish Infill Development opportunities	Underway
H.9	Improve the Condition of Housing Located in the Southwest Region of Forest Park	Cancelled -Routine/ongoing City function -Forest Park now has citywide focus on housing conditions -Replaced with new item in 2024-28 CWP
ECONOMIC I	DEVELOPMENT	
ED.1	Provide information on available office space to all potential users or reference sources	Underway
ED.2	Continue to collaborate with the Urban Redevelopment Authority/ Fort Gillem to attract world-class industry and business that support the City's develop goals	Underway
ED.3	Work with other City departments to promote economic growth that will result in increasing the tax base	Underway
ED.4	Identify and incorporate quality of life enhancements that make the area attractive to corporations	Underway
ED.5	Collaborate with Aerotropolis and the DDA to make the City more attractive to businesses and potential homeowners	Underway
ED.6	Complete signage to key attractions throughout the City	Underway
ED.7	Guide small entrepreneurs to available forms of resources and assistance	Underway
ED.8	Communicate with businesses via electronic newsletter to keep them informed of developments in the City	Underway
ED.9	Stay involved in regional discussions	Underway
ED.10	Continue to effectively communicate the development process; advocate for streamlining where opportunities exist	Underway
ED.11	Continue to enhance the first line of marketing to new and expanding businesses using the City website	Underway
ED.12	Administer and promote/market the Opportunity Zone to all existing and prospective businesses	Underway
ED.13	Solicit, plan and produce events in conjunction with organizations to offer a wide variety of affordable entertainment and leisure activities in a safe and attractive environment	Underway
ED.14	Conduct a Market Analysis of Retail and Services Industry	Underway
ED.15	Maintain the City's current insurance services office (ISO) rating	Underway
REDEVELOP	MENT	
R.1	Pursue priority-based budgeting to accomplish redevelopment goals with targeted neighborhood redevelopment a priority	Underway
R.2	Establish an infill development program potential incentives to target developers with senior affordable housing specialization	Underway
R.3	Continue to collaborate with Clayton County Land Bank	Underway

Item	Description	Status
R.4	Continue to collaborate with the State on the revitalization efforts of the State Farmers Market to ensure the broader goals of community connectivity and pedestrian accessibility are incorporated	Underway
R.5	Continue to promote public facilities in redevelopment target areas	Underway
R.6	Implement recommendations of Starr Park Master Plan	Underway
R.7	Support Downtown Development Authority, where needed	Underway
R.8	Seek funding for implementation of neighborhood redevelopment plans, and projects	Underway
R.9	Assist where possible in improving access, ingress, and egress to outmoded retail centers and upgrade surrounding road networks	Underway
R.10	Promote existing retail space and the redevelopment of vacant retail space. Develop a greyfield strategy.	Underway
HOUSING &	NEIGHBORHOODS	
H&N.1	Establish a Forest Park Pride program to include public education signage in English and Spanish for the Clean Sweep initiative	Underway
H&N.2	Develop design guidelines or overlay district for Starr Park neighborhood	Underway
H&N.3	Implement a targeted rental and abandoned property registration and monitoring program	Underway
H&N.4	Identify a Senior Housing opportunity and recruit a developer	Underway
H&N.5	Encourage neighborhood "self-help" activities	Cancelled Absorbed into City Code Enforcement general education and outreach efforts and beautification plan
URBAN DES	IGN	
UD.1	Implement a gateway master plan for major entrances to the City that incorporates various recommendations of adopted design guidelines including Aerotropolis	Underway
UD.2	Develop a Placemaking strategy to include Jonesboro Road (like WeLoveBuHi) as a food and cultural destination, Starr Park - wellness and recreation destination, Main Street -retail and restaurants	Underway
UD.3	Continue to apply for federal and state funding to enhance the streetscapes of road corridors in the City	Underway
LAND USE		
LU.1	Further develop, refine, and implement land use recommendations for "character areas"	Underway
LU.2	Update City Land Use and Zoning Maps	Underway
LU.3	Implement GIS platform updates and establish on-going program	Underway
LU.4	Periodically report as may be needed on conformance with regional development plan	Underway

Item	Description	Status
LU.5	Identify funding and conduct Zoning Audit and Code Update	Complete Below items renumbered accordingly in 2024-28 CWP
LU.6	Establish Design Guidelines for the Jonesboro Road Corridor	Underway
COMMUNIT	/ FACILITIES	
CF.1	Implement the master plan for Starr Park	Underway
CF.2	Implement a connectivity plan that addresses- Forest Parkway, Jonesboro Road, Aerotropolis Greenway, Starr Park and Clayton County network	Underway
CF.3	Periodically review and modify sanitation rates and fees to reflect the actual costs of service provision and to further divisions goals	Cancelled -Routine/ongoing City function -Not applicable given 5-year horizon of previous plan -Below items renumbered accordingly in 2024-28 CWP
CF.4	Prepare, adopt, and periodically revise as appropriate a municipal policy for use of City-owned buildings and grounds by private, non-profit, and other government users	Underway
CF.5	Implement and maintain a customer service policy and action plan in each of the City's departments, with a consistent level of service throughout the departments	Underway
CF.6	Monitor the provision of municipal services and their ability to meet the diversifying needs of the City's population	Underway
CF.7	Continue and enhance community-based policing, including Neighborhood Watch and other appropriate programs of the Crime Prevention Unit by seeking special grant funds and ensuring program responsibilities are assigned to specific staff	Underway
CF.8	Maintain the City's current Insurance Services Office (ISO) rating	Cancelled -Routine/ongoing City function -Not applicable given 5-year horizon of previous plan -Below items renumbered accordingly in 2024-28 CWP
CF.9	Continue programs of recognition to all pubic safety staff for the jobs they accomplish as a combination department of full-time and part-time employees	Underway
CF.10	Continue to prioritize road resurfacing projects, continue drainage maintenance projects, and sidewalk repair projects according to most urgent need	Underway
CF.11	Investigate the need for traffic calming, pedestrian safety elements and integrate traffic calming projects as may be appropriate in the City's capital plan	Underway
CF.12	Develop a program incorporating landscaping / streetscaping and green infrastructure into all major road projects to improve water quality provide greater community identity and safety	Underway
CF.13	Annually program and implement improvements needed to maintain and upgrade the storm water management system in compliance with the MS4 NPDES Permit	Underway

Item	Description	Status
CF.14	Continue to monitor the conditions of municipally owned facilities; schedule improvements to such facilities and grounds as appropriate	Underway
CF.15	Prepare, implement, and revise as appropriate a community information plan and programs	Complete City has hired Public Information Officer
CF.16	Continually review and revise the disaster preparedness and emergency management plans in conjunction with Clayton County	Underway
CF.17	Update and review the technology needs for the Mayor and City Council to have electronic agendas and meeting documentation for laptops or tablets	Complete
CF.18	Periodically update the City's Consolidated Action Plan (5-year) for HUD as needed	Cancelled Clayton County function
CF.19	Periodically update the City's Annual Action Plan for HUD as needed	Cancelled Clayton County function
CF.20	Expand the Senior Center and Combine two facilities into one/ Community Use	Complete
CF.21	Implement the computerized registration & recreation system	Complete
PUBLIC W	ORKS/TRANSPORTATION	
PW.1	Work with MARTA to locate facilities and provide enhanced routes within the City. Shelters and trash bins are priority for 2019-2020.	Underway
PW.2	Use TSPLOST funds for transportation improvements including system improvements described in the Comprehensive Plan	Underway
PW.3	Continue to collaborate with MARTA, Clayton County and other appropriate entities to develop the Multi-Modal Transportation Center on Forest Parkway	Underway
PW.4	Identify and develop a Bus Terminal	Complete -5163 and 5265 Old Dixie Highway site selected for MARTA Clayton Multipurpose O&M Facility -Below items renumbered accordingly in 2024-28 CWP
PW.5	Develop a parking deck (underground)	Cancelled -Based on the 2021 LCI study update and current vision for Main Street, an underground parking deck is no longer an option unless incorporated into a private partner-led mixeduse development -Below items renumbered accordingly in 2024-28 CWP
PW.6	Determine the feasibility of a pedestrian bridge over Forest Parkway tied to the proposed transit center	Underway
PW.7	Continue to prioritize road resurfacing projects, continue drainage maintenance projects and sidewalk repair projects according to most urgent need and implement transportation system improvements as described in the Comprehensive Plan	Underway
PW.8	Bartlett Road Improvements	Underway

Item	Description	Status
INTERGO\	/ERNMENTAL COORDINATION	
IC.1	Periodically revisit and update intergovernmental service agreements	Underway
IC.2	Revisit agreement with Clayton County Animal Control Services to ensure mutual benefit and greater coordination	Underway
IC.3	Monitor legislatives changes of adjacent jurisdictions (Lake City, Morrow, Clayton County) for their impact on Forest Park	Underway
IC.4	Periodically revisit and revise the intergovernmental land use dispute resolution process	Cancelled Routine/ongoing City function Not applicable given 5-year horizon of previous plan



PUBLIC HEARING #2

STEERING COMMITTEE #1

STEERING COMMITTEE #2

PUBLIC OPEN HOUSE

**PUBLIC INPUT ONLINE SURVEY** 

MARCH 6, 2023

#### City of Forest Park NOTICE TO THE PUBLC

The City of Forest Park Mayor and Council will hold an initial public hearing regarding the City's 2023 Comprehensive Plan Update at Forest Park City Hall Council Chambers, 745 Forest Parkway, on March 6,2023, at 6:00 p.m.

The purpose of this hearing is to brief the community on the process to be used to develop the plan, opportunities for public participation in plan development, and to obtain input on the proposed planning process.

All interested parties should attend. Questions should be directed to LaShawn Gardiner, Director, Planning & Community Development at lgardiner@forestparkg. gov or 404-366-4720.

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PUBLICATION: GP-CLAYTON NEWS		
	PROOF DUE: 02/13/23 12:00:00	

### MARCH 6, 2023



### CITY COUNCIL REGULAR SESSION

Monday, March 06, 2023 at 7:00 PM Council Chambers and YouTube Livestream

#### MISSION STATEMENT

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

Website: www.forestparkga.gov YouTube: https://bit.ly/3c28p0A Phone Number: (404) 366.4720 FOREST PARK CITY HALL

745 Forest Parkway Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

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

The Honorable Dabouze Antoine The Honorable Latresa Akins-Wells

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

#### AGENDA

#### **VIRTUAL MEETING NOTICE**

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

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

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

YouTube page - "City of Forest Park GA"

CALL TO ORDER/WELCOME:

INVOCATION/PLEDGE:

**ROLL CALL - CITY CLERK:** 

PRESENTATIONS:

1. Forest Park Fast Track Rental Assistance Quarterly Update – Executive Offices

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

This is the Quarterly update for Mayor and City Council on the City of Forest Park's Fast Track Rental Assistance Program. This program is administered by the City Edge Initiative on behalf of the city.

### MARCH 6, 2023

Forest Park, GA

City Council Regular Session Agenda

3/6/2023

#### **PUBLIC HEARINGS:**

- Council Approval of Conditional Use Permit at 721 Morrow Road Planning & Community **Development Department**
- 1st Public Hearing of the 2023 Comprehensive Plan Update Planning & Community Development Department

The is the first of two Public Hearings to be held at Regularly Scheduled Council Meetings.

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

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

#### APPROVAL OF MINUTES:

Council Approval of Council Work Session and Regular Meeting Minutes from February 20, 2023 and Special Called Meeting Minutes from March 1, 2023 - City Clerk

#### **NEW BUSINESS:**

- Council Approval of Arborist Services and Tree Removal Public Works Department
- Council Approve the Net2Atlanta Contract for new Public Safety Building IT Department 6.

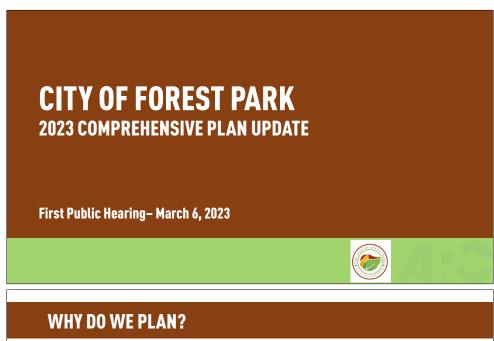
#### **CLOSING COMMENTS BY GOVERNING BODY:**

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

#### ADJOURNMENT:

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

MARCH 6, 2023





### **BACKGROUND: ARC COMPREHENSIVE PLANNING SERVICES**

- ARC Primary Role: coordinate regional & state reviews
- Major Updates: every 10 years, minor update at 5-year mark
- Local planning rules complex:
  - Data-heavy/one-size fits all
  - 3 deliverables
  - Challenging & expensive

- ARC Primary Role: provide assistance if requested
- Updates every 5 years
- Emphasis on flexibility, customization, & usability:
  - Required elements + menu of optional elements
  - Simplified deliverable

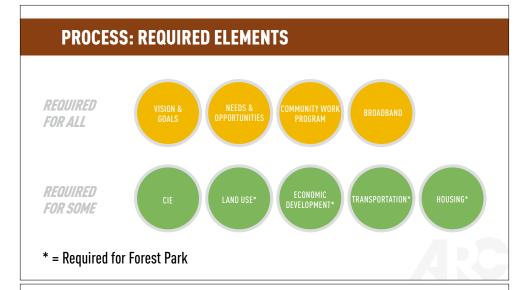
2012

Rules Revised

**BEFORE** 

**AFTER** 

### MARCH 6, 2023



### PROCESS: ELEMENTS REQUIRING UPDATE EVERY 5 YEARS

- **Needs and Opportunities**
- **Broadband**
- Land Use
- Report of Accomplishments (ROA) Status of every item in existing Community Work Program (CWP), covering last 5 years
- New CWP Items noted as Underway or Postponed in ROA, plus any brand-new items, covering next 5 years

See pp. 7-12 of DCA rules at Chapter 110-12-1-.03

### PROCESS: ELEMENTS RCs ARE REQUIRED TO ASSIST WITH

- Goals
- **Needs and Opportunities**
- **Broadband**
- **CWP**

See p. 6 of DCA rules at Chapter 110-12-1-.03(7)(b)

This is technically what's required of the RC, but ARC's scope covers more.

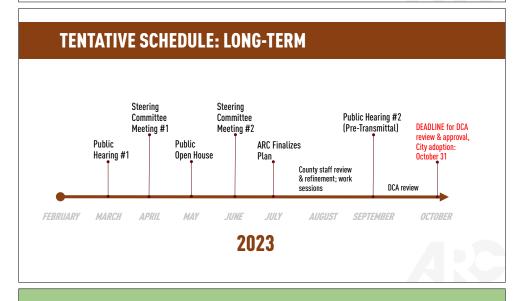
MARCH 6, 2023

#### **SCHEDULE: NEAR-TERM** Sign & execute MOA Review & begin editing last plan (ARC) Initial meetings with local staff to Assemble steering committee identify: Review CWP & evaluate status to Strengths/weaknesses of existing plan inform ROA & new CWP Issues emerging in last 5 years Schedule steering committee Public engagement considerations meetings, public open house Up-front data work (ARC) Develop & publish online survey Site Visit/Tour

2022-2023

FEB-MAR

DEC-JAN





**NOVEMBER 6, 2023** 

### City of Forest Park NOTICE TO THE PUBLIC

The City of Forest Park Mayor and Council will hold a public hearing regarding the City's 2023 Comprehensive Plan Update at Forest Park City Hall Council Chambers, 745 Forest Parkway, on November 6, 2023, at 7:00 p.m.

The purpose of this hearing is to brief the community on contents of the plan; provide an opportunity for residents to make final suggestions, additions, or revisions; and notify the community of when the plan will be submitted to the Atlanta Regional Commission for review.

All interested parties should attend. Questions should be directed to LaShawn Gardiner, Director, Planning & Community Development at lgardiner@forestparkga.gov or 404-366-4720.

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PUBLICATION: GP-CLAYTON NEWS		

### **NOVEMBER 6, 2023**



### **Agenda**

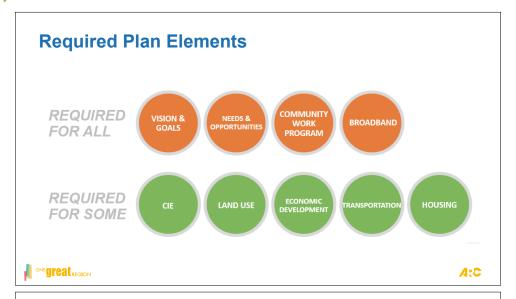
- Comprehensive Planning Overview
- ▶ Plan Timeline & Process
- ▶ Plan Overview
- Next Steps
- Questions & Comments



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#### **NOVEMBER 6, 2023**



#### **Elements Requiring Update Every 5 Years**

- Needs and Opportunities
- Broadband
- Land Use
- Report of Accomplishments (ROA)
- Community Work Program (CWP)

#### **Elements RC is Required to Assist With\*\***

- Needs and Opportunities
- Broadband
- Vision/Goals
- Report of Accomplishments (ROA)
- Community Work Program (CWP)

\*\*Note: These items are <u>required</u> of the RC, but ARC's scope covers more.



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#### Forest Park's Plan Includes

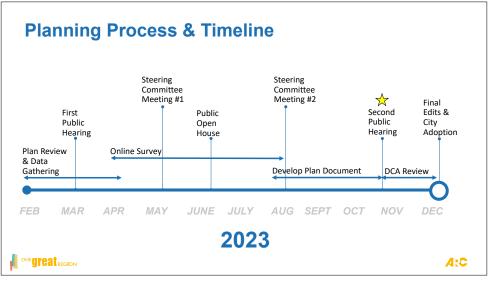
- Introduction & History
- Data and Demographics
- Broadband
- Community Engagement
  - Planning Process
  - Needs and Opportunities
- Community Vision and Goals
- Review of Existing Plans and Studies
- Housing
- Transportation
- ♣ Historic, Cultural, and Natural Resources
- ▶ Future Land Use
- Community Work Program
- Report of Accomplishments
- Appendices



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### **NOVEMBER 6, 2023**







### **NOVEMBER 6, 2023**

#### Yesterday & Today | Background

- ♣ Forest Park's History
- What is a Comprehensive Plan?
- ♣ Information on most recent (2018) plan









#### **Data & Demographics**

- Population, Age, Race
- ♣ Economic Development: Labor & Employment



AGE DISTRIBUTION

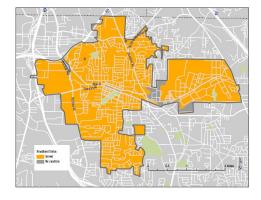


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#### **Broadband**

"Wired or wireless terrestrial service that consists of the capability to transmit at a rate of not less than 25 megabits per second in the downstream direction and at least 3 megabits per second in the upstream direction to end users and in combination with such service provides:

- · Access to the Internet; or
- · Computer processing, information storage, or protocol conversion.



ONE **Great** REGION

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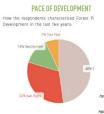
### **NOVEMBER 6, 2023**

#### **Community Engagement Summary**

- Overview of Engagement Process
  - · Steering Committee
  - · Open House
  - Online Survey

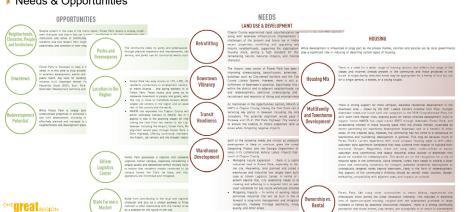






#### **Community Engagement Summary**

Needs & Opportunities



#### **Vision Statement**



#### VISION:

Forest Park will be a vibrant, inclusive community that maintains its historic character, a diversified and equitable economic base, safe and high-quality neighborhoods, and a mix of amenities. Residents and visitors will have access to housing, jobs, arts and culture, and outdoor and green spaces for recreation and gathering. Downtown Forest Park will reemerge as the city's economic and activity center, creating a sense of community pride and identity.

ONE **Great** REGION

### **NOVEMBER 6, 2023**





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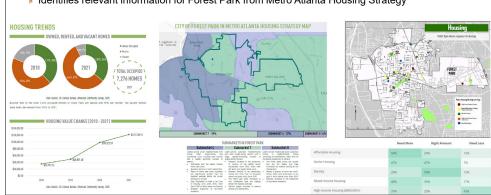
#### **Review of Existing Plans & Studies**

- ▶ Details relevant related/supporting plans and programs:
  - Livable Centers Initiative (LCI) Downtown Master Plan
  - Starr Park & Neighborhood Master Plan
  - Clayton County Comprehensive Plan



#### Housing

- ♣ Details housing trends and information and community input received
- ♣ Highlights aspects of Clayton County Consolidated Plan that are relevant to Forest Park
- Identifies relevant information for Forest Park from Metro Atlanta Housing Strategy



### **NOVEMBER 6, 2023**

#### **Transportation**

- ▶ Details transportation trends/information and community input received
- Highlights relevant aspects of:
  - Clayton County Comprehensive Transportation Plan (CTP)
  - MARTA Connect Clayton Planning (incl. SR 54 High Capacity Transit)
  - · AeroATL Greenway Model Mile Forest Park Feasibility Study



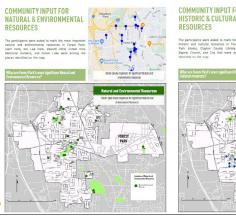
					Recommended Source of Funding
5C	Roadway Safety	SR 331/Forest Parkway IB SR 3/US 19/US 41/ Old Dixle Highway Safety Improvement	Intersection Improvement	\$846,000	State / Federal
3959	Operations	Phillips Orive, Springdale Road	Arlvanced Traffic Management System (ATMS) Signal Equipment Upgrade - Phillips Drive at Reynolds Rood and at South Avenue, Springdale Road at Whatley Drive	\$320,000	Local
3101	Operations	Ash Street & Morrow Road	Install Fiber Optic Trunk Line with Signal Communication Equipment and CCTV Cameras	\$926,000	Local

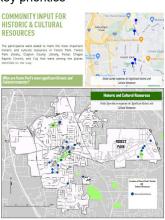




#### **Historic, Cultural & Natural Resources**

♣ Highlights community input received re: key priorities



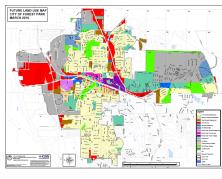


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#### **Future Land Use**

ONE Great REGION

- General guide for character of development
- Categories and descriptions designed to assist in planning, zoning and related decisions





### **NOVEMBER 6, 2023**

#### **Community Work Program**

- ♣ List of projects to be carried forward, started or accomplished in the next 5 years (2024-2028)
- Informed by community engagement efforts, Needs & Opportunities identification, and Vision/Goal development

Pagedation Montar regional and U.S. Cetsus estimates at the Unit's population Update population and functional population projections as needed to support amout updates of the Capital immarkant Flament	23-74	24-25	75-78	26-27	27-78			
estimates of the City's population  Update population and functional population projections as needed to support amusal updates of the Capital		*						
population projections as needed to support annual updates of the Capital						Not Applicable	Planning & Community Lievelopment	
		•	٠	٠	•	Staff Time	Planning & Community Development	
Prepare, implement, and revise as appropriate a community information plan and program	*	*	*	*	•	Staff Time	Planning & Community Development	
Housing	23-24	24-25	25-26	26-27	27-28			
Maintain data on issuance of housing starts (building permits) for estimates of population and housing	٠	*	٠	٠	•	Staff Time	Planning & Community Development	
Conduct Neighborhood and Housing Analysis	*	*				Statt time	Planning & Community Development	
Initiate an on-going review of concentrated substandard housing units and use community development funds to help fund improvements	٠	*	*	٠	•	Staff Time	Planning & Community Development/Code Enforcement	
Continue to enforce the standard housing code	*	*	*	*	•	Staff Time	Planning & Community Development/Orde Enforcement	
Establish and promote a housing rehabilization program partnering with local County and Regional resources	٠	*			•	Staff Time	Planning & Community Development/Code Enforcement	
Monitor available county state and federal housing programs and disseminate information to individuals and groups in need of such program resources.	•	*	•	•	•	Staff Time	Planning & Community Development/Code Enforcement	
Work with Land Bank on potential housing	*	*	*	*		Staff Time	Planning & Community Development	
Hesearch methods to establish Intill Development opportunities	•	*	•	•		Statt time	Planning & Community Development	
Establish housing strategy for Ft. Gillem	*	*	*	*	*	Staff Time	Planning & Community Development	
Economic Development	23-24	24-25	25-26	26-27	27-28			
	plan and propose.  Service of the control of the co	para la projem  12-03	given all projects  The control of t	gift and projects  **The Commission of the Commi	gift and program  Service State of the Control of t	grant of program  Service States of the Service States of Service	grant and program  When the control of the control	



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#### **Report of Accomplishments**

Status for each Community Work Program item included in previous plan

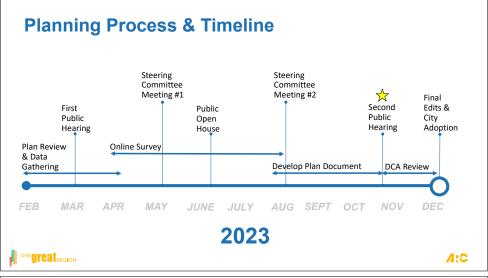
	Description	Status
POPULATI	ON	
P.1	Monitor regional and U.S. Census Bureau estimates of the City's population	Underway
P.2	Update population and functional population projections as needed to support annual updates of the Capital Improvement Element	Underway
P.3	Prepare, implement, and revise as appropriate a community information plan and program	Underway
HOUSING		
H.1	Maintain data on issuance of housing starts (building permits) for estimates of population and housing	Underway
H.2	Conduct Neighborhood and Housing Analysis	Underway
H.3	Initiate an on-going review of concentrated substandard housing units and use community development funds to help fund improvements	Underway
H.4	Continue to enforce the standard housing code	Underway
H.5	Establish and promote a housing rehabilitation program partnering with local County and Regional resources	Underway
H.6	Monitor available county, state and federal housing programs and disseminate information to individuals and groups in need of such program resources	Underway
H.7	Conduct Neighborhood and Housing Analysis	Cancelled -Duplicative of item # H.2 above Booloond with new item to 2024, 28 CMID



A:C



#### **NOVEMBER 6, 2023**







MAY 3, 2023

# CITY OF FOREST PARK 2023 COMPREHENSIVE PLAN UPDATE

**Steering Committee Meeting #1 – May 3, 2023** 



### **AGENDA**

- Introductions & Overview
- II. Existing Conditions & Trends
- III. Needs & Opportunities
- IV. Vision & Goals
- V. Next Steps

MAY 3, 2023

# **INTRODUCTIONS & OVERVIEW**

### WHY DO WE PLAN? Prepare for the **Anticipate** Public Health, **Future** Safety, & Welfare Change Build Community **Enhance Minimize** Weaknesses Strengths

MAY 3, 2023

### **PROCESS: REQUIRED ELEMENTS**



Required for Forest Park: Land Use, Econ Dev't, Transportation, Housing

### **PROCESS: ELEMENTS REQUIRING UPDATE EVERY 5 YEARS**

- **Needs and Opportunities**
- **Broadband**
- Land Use
- Report of Accomplishments (ROA) Status of every item in existing Community Work Program (CWP) covering last 5 years
- New CWP Items noted as Underway or Postponed in ROA, plus any brand-new items, covering next 5 years

See pp. 7-12 of DCA rules at Chapter 110-12-1-.03

MAY 3, 2023

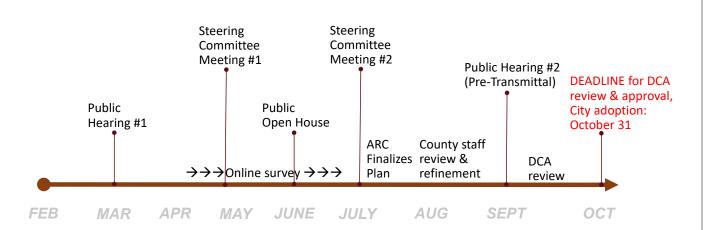
# PROCESS: ELEMENTS RCs ARE REQUIRED TO ASSIST WITH

- Goals
- Needs and Opportunities
- Broadband
- CWP

See p. 6 of DCA rules at Chapter 110-12-1-.03(7)(b)

This is technically what's required of the RC, but ARC's scope covers more.

### **TENTATIVE SCHEDULE: LONG-TERM**

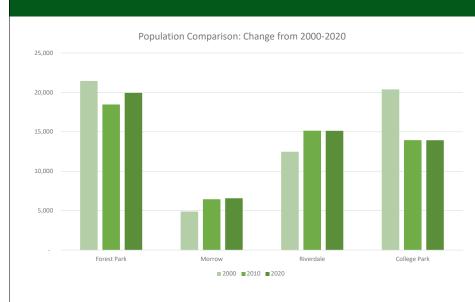


2023

MAY 3, 2023

# **EXISTING CONDITIONS**& TRENDS

### **DEMOGRAPHIC TRENDS**

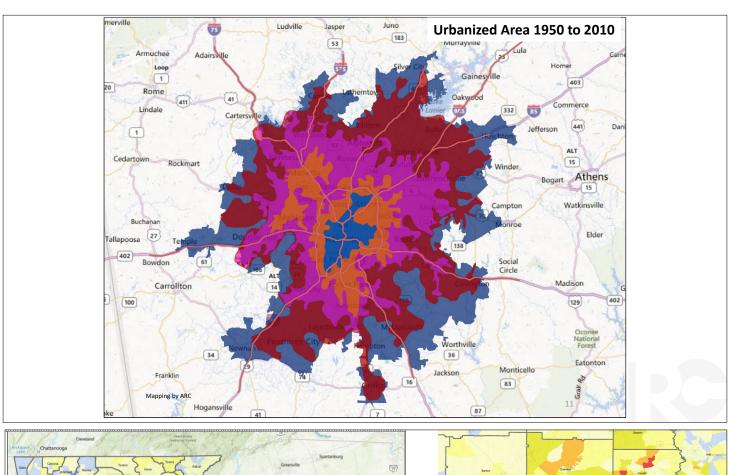


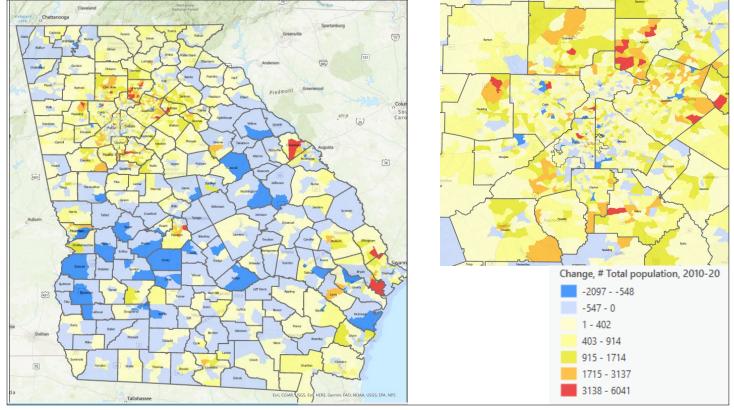
Forest Park's population experienced a 7% **net** decrease over the 20 years from 2000-2020. However, the City **grew** by about 8% in the decade 2010-2020, to reach 19,932 persons.

The City's population fluctuation is somewhat unique among nearby cities such as Morrow, Riverdale and College Park.

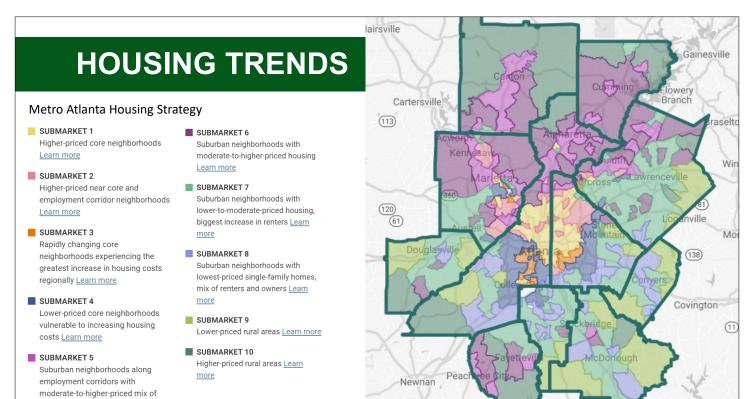
Data Source: U.S. Census Bureau, Decennial Censuses, 2000-2020

MAY 3, 2023





MAY 3, 2023



#### single family and multifamily https://metroatlhousing.org/ Keyboard shortcuts Map data ©2021 Google housing <u>Learn more</u> **HOUSING TRENDS Forest Park** Mountain 59% SUBMARKET 7 Conley Suburban neighborhoods with lowerto-moderate-priced housing, biggest increase in renters Learn more 27% SUBMARKET 4 Lower-priced core neighborhoods vulnerable to increasing housing costs Learn more CITY SNAPSHOT orest Park FORT GILLEM 14% SUBMARKET 8 Median Home Sale Price \$86,200 Suburban neighborhoods with lowest-priced single-family homes, Change in Median Home Sale +187% mix of renters and owners Learn Price (2013-20) more Home Sale Price Per Sq Ft (54) Lake City \$87.00 sq ft Percent Change in Home Sale +173% Price Per Sq Ft (2013-20) Median Building Area of Home 1,040 sq ft Sales (2020) Data source: ARC analysis of Zillow's ZTRAX home Data Source: metroatlhousing.org

MAY 3, 2023

### **ECONOMIC TRENDS**

#### 2019 - What jobs do Forest Park residents work in?

	# of Jobs	% Share
Transportation & Warehousing	3,111	22.4%
Wholesale Trade	1,871	13.5%
Manufacturing	1,676	12.1%
Administration & Support, Waste Management &	1,400	10.1%
Remediation		
Retail Trade	1,009	7.3%

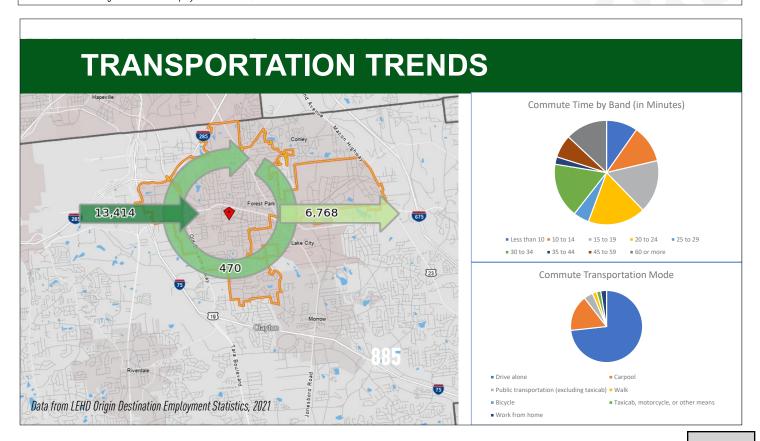
2019 - What jobs exist in Forest Park?

	# of Jobs	% Share
Administration & Support, Waste Management & Remediation	912	12.6%
Accommodation & Food Services	851	11.8%
Retail Trade	803	11.1%
Transportation & Warehousing	796	11.0%
Health Care & Social Assistance	683	9.4%

Data Source: LEHD Origin Destination Employment Statistics, 2019

About 24% of Forest Park residents work in Transportation & Warehousing, followed by Wholesale Trade at 13.5% and Manufacturing at about 12%.

The highest share of jobs available in Forest Park is in Administration & Support, Waste Management & Remediation, at about 12.5%, followed closely by Accommodation & Food Services at just under 12%. Retail Trade and Transportation & Warehousing each make up about 11% of the jobs available in the City.



MAY 3, 2023

# **NEEDS & OPPORTUNITIES**



#### MAY 3, 2023

#### **Community Challenges**

As the City looks ahead to the next 5 to 10 years, Forest Park will have to face some challenges, including:

- · Aging Population: The City of Forest Park, like much of the region, is aging rapidly. With a low density housing stock and saturation of corridor commercial development, Forest Park must consider the needs of the aging population and create more affordable options that are better connected to the amenities it needs.
- Encroaching Land Uses: Forest Park has a lot of industrial commercial land uses near the airport in the northern and western part of the City. These land uses provide jobs, but prohibit high quality of life for residents.
- Housing: Forest Park has a tremendous asset in its neighborhoods and housing stock, but much of it is aging and in need of repairs. Absent landlords and high rental rates have led to intensified code enforcement, but this department is under-resourced, too. The City of Forest Park should look to assess what it can do to come up with innovative approaches to improving their housing challenges.

- Walkability: Forest Park is located right off two interstates and is bisected by two state highways. A commercial railroad also runs through the City. Having access to safe and connected pedestrian facilities, including sidewalks, parks, trails and greenways are a major concern for residents, and the City is working to connect key community assets.
- Environmental Impacts of the Airport: The airport is a major employment center, but there are real and harmful environmental impacts being located so close to it. Forest Park must work with its regional partners and the airport to address air, water, and noise impacts in the City and on its residents.
- · Poverty: The City of Forest Park resident profile is skewed to the extreme, with high concentrations of residents falling at the lower end of the spectrum. Forest Park can reach beyond local government and work with the private sector and non-profits to improve conditions for the most at-risk residents.

#### Community Strengths

As the City prepares for the next 5 to 10 years, Forest Park offers a wealth of strengths to draw upon, including:

- Strong Regional Location: The City of Forest Park is strategically located near the world's busiest airport, Hartsfield-Jackson Atlanta International Airport, and the most significant economic driver of the State of Georgia.
- Affordable Neighborhoods and Active CIVIC Spaces: The people of Forest Park have a long history of gathering together to enjoy opportunities for recreation, open and green space, and socializing. Places like the Forest Park Library, a local favorite Anne and Bill's Restaurant, and Starr Park are some of the City's best.
- JODS: Forest Park has more jobs than residents. Due to its strong regional location and proximity to the airport, Forest Park is a top logistics, food and agri-business submarket for the region, especially for wholesale food distributors. The Fort Gillem Logistics Center redevelopment, Tradeport, and the State Farmers Market are major assets to Forest Park.

- Diversity: Forest Park is a diverse community with multiple foreign languages spoken, which is an asset the City should continue to cultivate. This makes Forest Park a food and culture destination. Jonesboro Road could be the Buford Highway of Clayton County.
- Access: Forest Park has good access to the surrounding counties by way of I-285, downtown Atlanta by way of I-75, and to the broader parts of the region by way of I-75 and I-675.
- · Potential: With the MARTA expansion into Clayton County moving through its planning process, the Aerotropolis Atlanta Alliance supporting and coordinating local governments around the airport, and the Fort Gillem redevelopment continuing to build out, there has never been a brighter future for Forest Park. This presents a unique but limited window of opportunity for the City that should be leveraged to advance the goals of Forest

MAY 3, 2023

# **VISION AND GOALS**

### **VISIONING EXERCISE**

- Take 30 seconds...
  - Imagine your community 10 years from now
  - What do you see and hear?
  - What are you doing tonight?
  - How are you moving around the community?
  - Who lives here?
  - Who works here?
  - What makes Forest Park special?

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MAY 3, 2023

### **VISIONING EXERCISE**

- Some possibilities...
  - Welcoming
  - Connected
  - **Bustling**
  - Fiscally-driven
  - Sustainable
  - Growing
  - Maturing
  - Equitable
  - Livable
  - Intimate

#### What else?

#### **Vision Statement**

The City of Forest Park will work with our residents and business community to foster pride and develop beautiful and affordable neighborhoods, a dynamic economy, and a healthy environment where all citizens can prosper.

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MAY 3, 2023

### GOALS

#### **Community Challenges**

Aging Population, Environmental Impacts, Imbalance of Owner-to-Rental-Occupied Housing, Neighborhood Stagnation, Poor Walkability and Connectivity

Goals	Policies
Mitigate the environmental impacts of Hartsfield-Jackson Atlanta International Airport (ATL) on Forest Park neighborhoods and com- munity health	Work with regional partners, like Aerotropolis Atlanta Alliance and the City of Atlanta, to fund noise mitigation programs and flood mitigation land uses
Provide sufficient housing options for Forest Park's aging population	Seek out partnerships with affordable housing developers to build senior housing that is accessible and connected to quality of life amenities
Prevent the encroachment of unwanted land uses into residential areas	Maintain appropriate buffer zones between residential land use and non-residential land use
Ensure neighborhood preservation and stabilization as the City evolves	Establish development guidelines for targeted neighborhood redevelopment areas to ensure a range of housing styles and price points
Undertake housing planning processes that promote and incentivize increased homeownership	Support the code enforcement department in developing new and innovative strategies for fighting absent landlords and abandoned property
Establish new and expand existing small-business services and programs that support entrepreneurs, especially for Forest Park youth, and that cater to Forest Park's diverse population	Partner with regional organizations like WorkSource Aerotropolis, the Hartsfield Jackson International Airport, the State Farmers Mar- ket, Kroger, and Clayton State University to support local job seek- ers and provide workforce training programs
Meet State and Metropolitan North Georgia Water Planning District requirements for environmental protection and stormwater mitiga- tion to help mitigate these impacts on Forest Park neighborhoods	Work with Clayton County, the Clayton County Water Authority and the Metropolitan North Georgia Water Planning District to ensure compliance with the State Part 5 criteria, the relevant requirements of the District's 2017 Water Resource Management Plan and the MS- 4 permit requirements

#### **Community Opportunities**

**GOALS** 

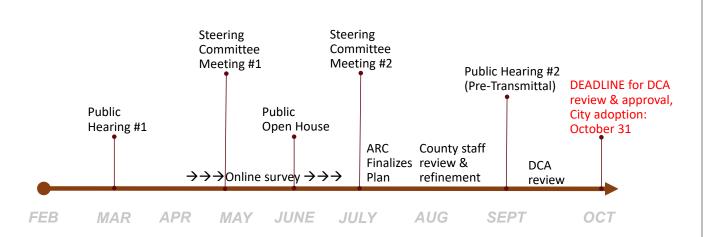
Active public spaces, Diverse population, Growing employment center - Fort Gillem and the State Farmers Market, MARTA expansion, Regional Initiatives - Finding the Flint and Aerotropolis, Strategic location, Strong community pride and character

Goals	Policies
Enhance community and civic space by preserving and regenerating natural environments	Develop trails and greenways that connect to regional amenities and align with County and regional greenspace initiatives
Promote Forest Park as an exceptional place to live, work and play by attracting people with a diverse range of incomes	Establish a formal marketing campaign to promote Forest Park assets, such as its affordable housing stock, access to the airport and future MARTA rail line
Create a unique sense of place in the region	Work with regional partners like Aerotropolis Atlanta and Finding the Flint to implement greenway and blueway projects to improve connectivity for residents and visitors
Reinforce Forest Park's strong community character through design and community events	Establish appropriate development guidelines for targeted redevelopment neighborhood
Leverage Atlanta State Farmers Market (ASFM) as a regional asset to ensure Forest Park's commitment to the agri-business industry	Establish a partnership with the State Department of Agriculture and stakeholders of ASFM to improve connectivity to Forest Park and benefits to broader community
Coordinate and engage with MARTA to ensure the City of Forest Park is well positioned for high capacity transit	Continue to partner with MARTA, ARC, GDOT, and Clayton County to encourage swift and efficient planning and implementation of the Clayton County MARTA expansion
Leverage Fort Gillem development to ensure continued relationship with the City	Establish a partnership with Fort Gillem tenants to support City community development efforts

MAY 3, 2023

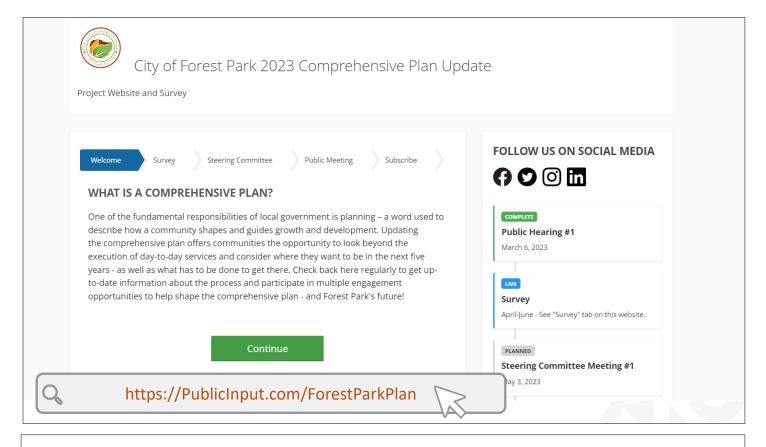
# **NEXT STEPS**

### **TENTATIVE SCHEDULE: LONG-TERM**



2023

MAY 3, 2023



# **THANK YOU! QUESTIONS?**

#### **Andrew Smith**

**Planning Coordinator ARC Community Development Department** asmith@atlantaregional.org

**AUGUST 3, 2023** 

# CITY OF FOREST PARK **2023 COMPREHENSIVE PLAN UPDATE**

Steering Committee Meeting #2 - August 3, 2023



### **AGENDA**

- Vision & Goals brainstorm session
- II. Recap of selected survey input to date
- III. Next Steps discussion

**AUGUST 3, 2023** 

### **POLLING – HOW TO PARTICIPATE**

1. Text Voting – Text the message CDEV555 to the phone # 22333 once to join. Later, during the polls, text your responses to that same #.



2. Web Voting – Go to PollEv.com/cdev555. Wait for each question to appear and then respond.

https://PollEv.com/cdev555



**AUGUST 3, 2023** 

### **VISIONING EXERCISE**

- Take 30 seconds...
  - Imagine your community 10 years from now
  - What do you see and hear?
  - What are you doing tonight?
  - How are you moving around the community?
  - Who lives here?
  - Who works here?
  - What makes Forest Park special?

### **VISIONING EXERCISE**

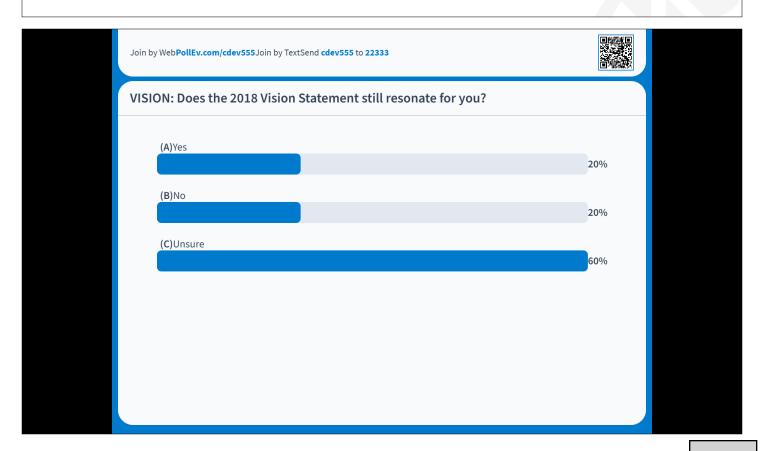
- Some possibilities...
  - Welcoming
  - Connected
  - Bustling
  - Fiscally-driven
  - Sustainable
  - Growing
  - Maturing
  - Equitable
  - Livable
  - Intimate

What else?

**AUGUST 3, 2023** 

#### **Vision Statement**

The City of Forest Park will work with our residents and business community to foster pride and develop beautiful and affordable neighborhoods, a dynamic economy, and a healthy environment where all citizens can prosper.



**AUGUST 3, 2023** 

Join by WebPollEv.com/cdev555 Join by TextSend cdev555 to 22333 What's one concept you would add to the Vision Statement? Try to use 1-2 words only. environmental arts accessibility accessdevelopment education downtown unified sustainability leadership progressive

#### Goals

Mitigate the environmental impacts of Hartsfield-Jackson Atlanta International Airport (ATL) on Forest Park neighborhoods and community health

Provide sufficient housing options for Forest Park's aging population

Prevent the encroachment of unwanted land uses into residential areas

Ensure neighborhood preservation and stabilization as the City evolves

Undertake housing planning processes that promote and incentivize increased homeownership

Establish new and expand existing small-business services and programs that support entrepreneurs, especially for Forest Park youth, and that cater to Forest Park's diverse population

Meet State and Metropolitan North Georgia Water Planning District requirements for environmental protection and stormwater mitigation to help mitigate these impacts on Forest Park neighborhoods



### **AUGUST 3, 2023**

Join by WebPollEv.com/cdev555 Join by TextSend cdev555 to 22333 CHALLENGES > GOALS: Which 2018 Goals still resonate for you? Select all that apply. (A)Mitigate environmental impacts of Airport on neighborhoods and community health 13% (B)Provide housing options for aging population 13% (C)Prevent encroachment of unwanted land uses into residential areas 13% (D)Ensure neighborhood preservation and stabilization (E) Undertake housing planning processes that promote and incentivize increased homeownership 25% (F) Establish new and expand existing services that support entrepreneurship, esp. for youth and diverse population 13% (G) Meet State and Regional requirements for environmental protection and stormwater mitigation 6%

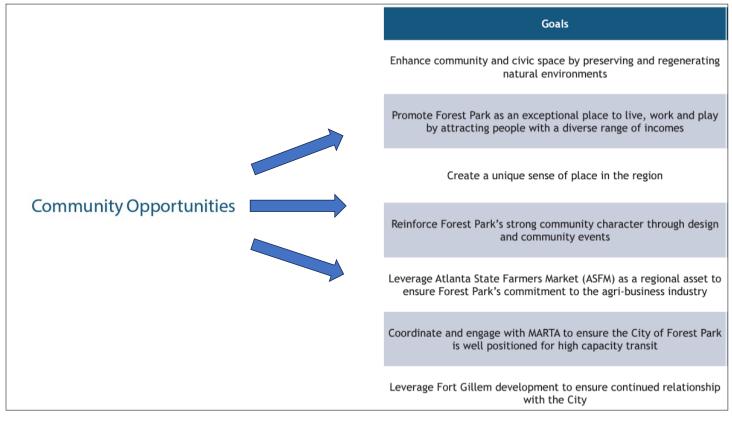
Join by WebPollEv.com/cdev555 Join by TextSend cdev555 to 22333



#### Which Goal is the MOST important to you? Select only ONE choice.

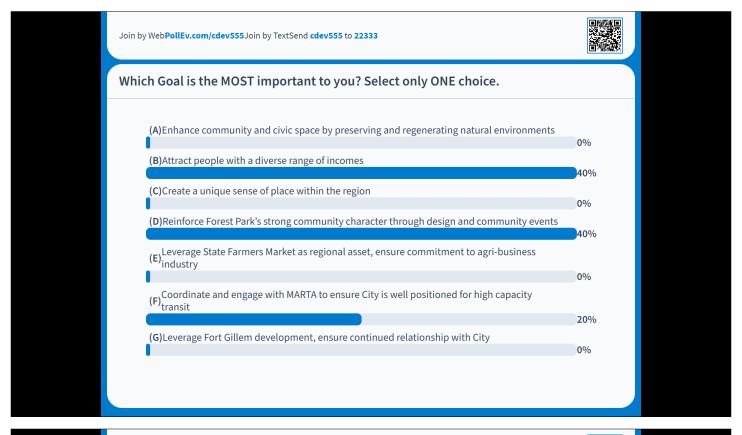
(A) Mitigate environmental impacts of Airport on neighborhoods and community health	
	40%
(B)Provide housing options for aging population	
	0%
(C)Prevent encroachment of unwanted land uses into residential areas	
	0%
(D)Ensure neighborhood preservation and stabilization	
	0%
(E) Undertake housing planning processes that promote and incentivize increased homeownership	
	60%
(F) Establish new and expand existing services that support entrepreneurship, esp. for youth and diverse population	
	0%
(G) Meet State and Regional requirements for environmental protection and stormwater mitigation	
	0%

### **AUGUST 3, 2023**



Join by WebPollEv.com/cdev555 Join by TextSend cdev555 to 22333 OPPORTUNITIES > GOALS: Which 2018 Goals still resonate for you? Select all that apply. (A)Enhance community and civic space by preserving and regenerating natural environments 11% (B)Attract people with a diverse range of incomes 28% (C)Create a unique sense of place within the region 22% (D)Reinforce Forest Park's strong community character through design and community events 17% (E) Leverage State Farmers Market as regional asset, ensure commitment to agri-business industry 0%  $\textbf{(F)}_{transit}^{Coordinate\ and\ engage\ with\ MARTA\ to\ ensure\ City\ is\ well\ positioned\ for\ high\ capacity$ 17% (G)Leverage Fort Gillem development, ensure continued relationship with City

**AUGUST 3, 2023** 



Join by WebPollEv.com/cdev555 Join by TextSend cdev555 to 22333



GOALS: Describe any NEW Goals you would add. Try to use as few words as possible.

together strong
relevanceforest patrons
workforce connectivity historical
governments accessinternet visit Vaccessibility accountability development residents family opportunity partnerships safe working

**AUGUST 3, 2023** 

# SELECTED SURVEY FEEDBACK

What is Forest Park's primary **need** (problem or challenge to address)?

Improve sidewalks, greater effort to include Hispanic people, make all citizens aware of laws regarding care and treatment of animals.

Make fireworks illegal in the city limits.

one month ago ① 15 AGREE

Pedestrian and bike paths like other cities and the county have

one month ago 10 AGREE

Police and government reform to create transparency

Community amenities like high-quality grocery stores, nice restaurants, and more parks

one month ago 11 AGREE

Homeless population

one month ago ① 9 AGREE

Need to put community garden spaces and composting bins throughout the area where we can improve our health. More real farmers market with flea markets... Not just only brick and mortar buildings. We need to keep or create attractive green spaces.

one month ago ① 11 AGREE

one month ago 18 AGREE

### **AUGUST 3, 2023**

What is Forest Park's strongest **opportunity** (strength or asset to build upon)?

Location and proximity to major centers

one month ago 18 AGREE

Access to Atlanta and the airport.

one month ago 15 AGREE

Ripe for economic development due to abundance of empty lots and worn down buildings

one month ago ① 8 AGREE

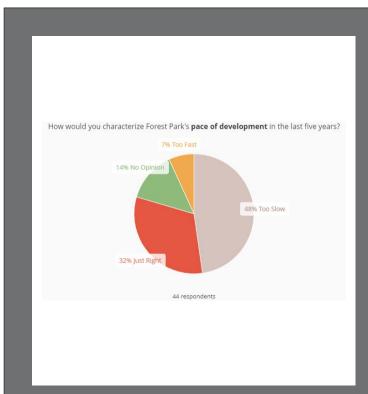
affordable housing (stop McMansions) and recreation potential

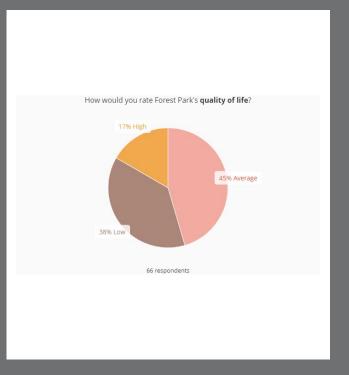
Ft. Gillem. But at the same time recognizing how Ft. Gillam got started. Without Ft. Gillam. Forest Park's progress wouldn't be what it is today!

one month ago ① 7 AGREE

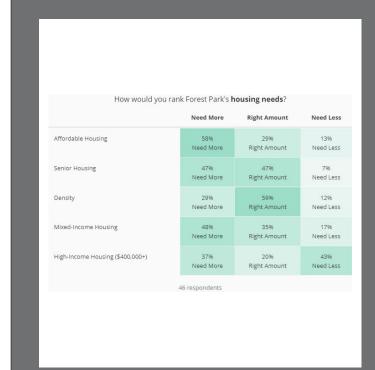
We have businesses here that we aren't focusing enough attention. I can easily see FP as an eclectic art district. We already are culturally diverse and surrounded by art and different cuisine but we aren't marketing it that way. Think beyond Gillem and give some attention to the people who are not coming to You. Go to Them.

one month ago ① 3 AGREE



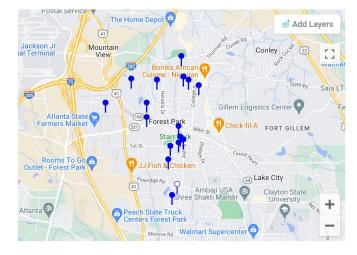


### **AUGUST 3, 2023**



	Below No					
	Poor	Average	Adequate	Good	Excellent	Opinion
Traffic Safety	11%	13%	51%	19%	2%	4%
	Poor	Below Average	Adequate	Good	Excellent	No Opinio
Traffic Congestion	9%	11%	45%	21%	11%	4%
	Poor	Below Average	Adequate	Good	Excellent	No Opinio
Road Conditions	13%	28%	43%	13%	2%	2%
	Poor	Below Average	Adequate	Good	Excellent	No Opinio
Pedestrian & Bicycle	36%	28%	23%	6%	2%	4%
Safety	Poor	Below Average	Adequate	Good	Excellent	No Opinio
Public Transportation	15%	28%	33%	13%	4%	7%
	Poor	Below Average	Adequate	Good	Excellent	No Opinio

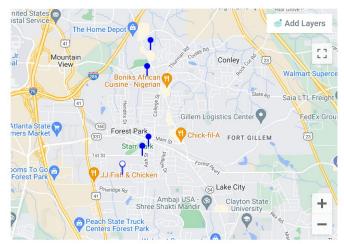
What are Forest Park's most significant **natural and environmental resources**? What role should the City play in helping to preserve and protect these?



Parks (Starr, Bill Lee) **Streams** 

Undeveloped/Forested Land - wildlife, tree canopy, etc.

What are Forest Park's most significant historic and cultural resources? What role should the City play in helping to preserve and protect these?



Kiwanis Stadium/Athletic Fields

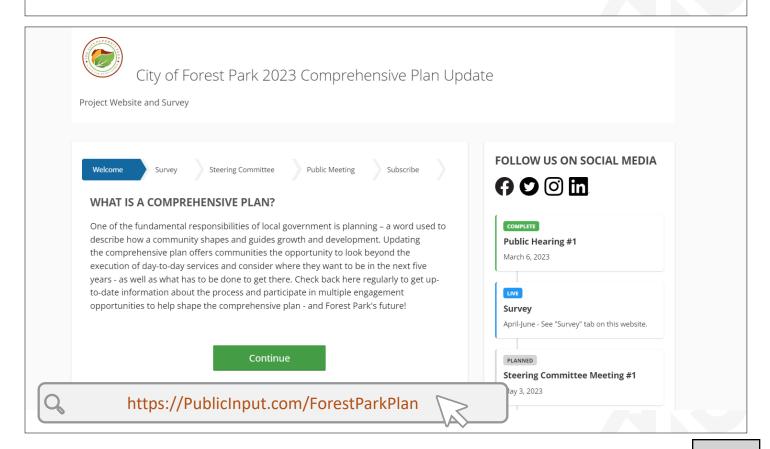
Parks (Starr, Bill Lee)

Forest Hills Cemetery (Conley Rd.)

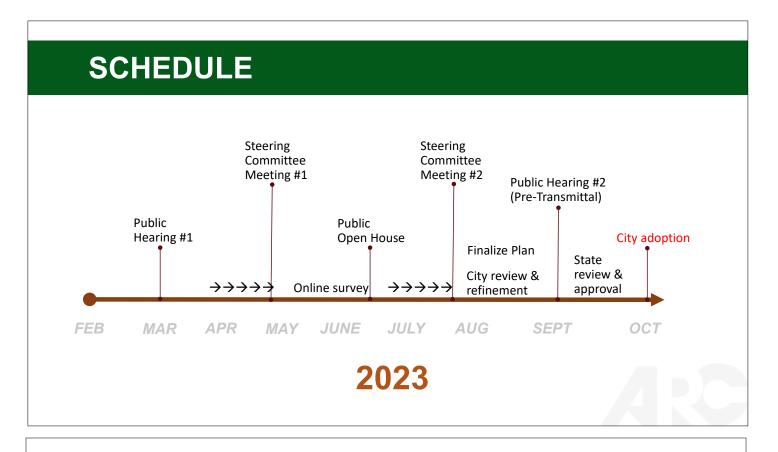
**Older Buildings** 

**AUGUST 3, 2023** 

# **NEXT STEPS**



**AUGUST 3, 2023** 



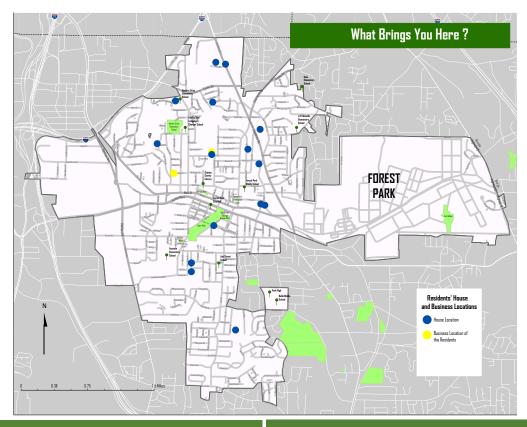
# **THANK YOU!**

#### **Andrew Smith**

**Planning Coordinator ARC Community Development Department** asmith@atlantaregional.org

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### **JUNE 28, 2023**



#### **NEEDS**

#### Help us prioritize Forest Park's greatest challenges and identify new ones!

Place a sticky dot in the "Prioritization" column next to the one challenge you think is the most significant in the table below. Use a sticky note to identify new challenges not included in the table below. Place them in the blank space to the right.

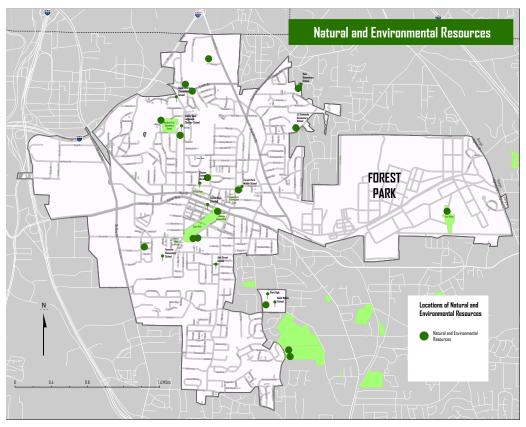
### **OPPORTUNITIES**

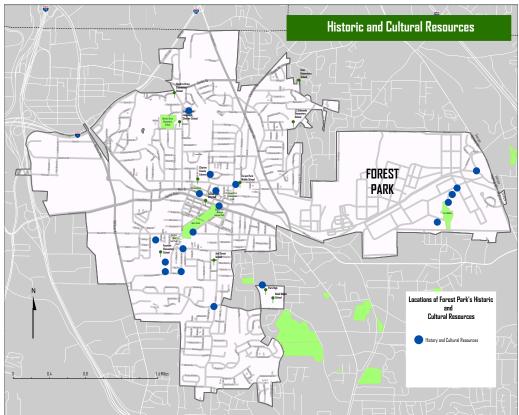
Help us prioritize Forest Park's greatest assets and identify new ones!

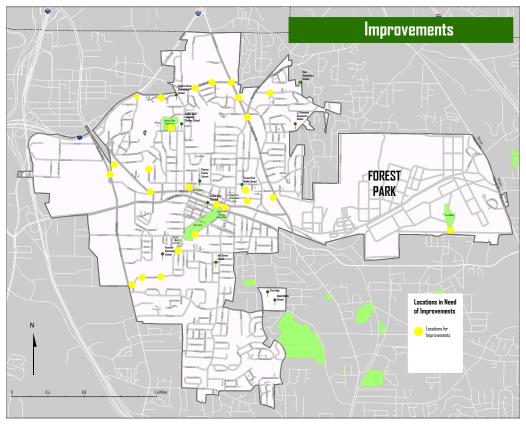
Place a sticky dot in the "Prioritization" column next to the one asset you think is the most significant in the table below. Use a sticky note to identify new assets not included in the table below. Place them in the blank space to the right.

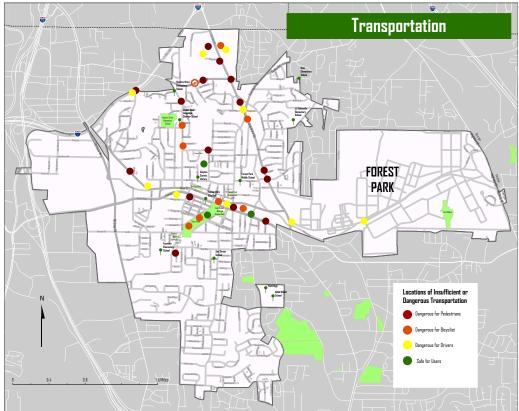
CHALLENGE	PRIORITIZATION
	Roads and Sidewalks are Crumbling in "Forest" Park, Bike Infrastructure
Infrastructure - Sidewalks, crosswalks, roads, bridges, lighting, etc.	Whole Main Streets need to be Paved
	Keep Single Family Zoning as it is instead of Rezoning
	Need Raise for Policemen and Firemen
Quality of Life Code Enforcement – Liter/dumping, noise, overcrowding, Animal control, etc.	Educate Residents about Spaying / Neutering Opportunities
	Out Law Fire Works
	Rare Foreign Language Infor for Immigrants
	Code Enforcement Selectively Ignores Properties for Specific Owners, Rendering it Ineffective.
	Utilize Code Enforcement to notify Homeowners about Grants or Assistance for Repairing Dilapidated Homes.
Access to Fresh and Healthy Food	• • • • •
Stability and Maintenance of Housing Stock	Affordable Housing
and Neighborhoods	Living on Dead End Road, Dumping and Littering Problems, Additional Single-Family Housing Required
Programs and Services for Youth and Seniors	• • • • •

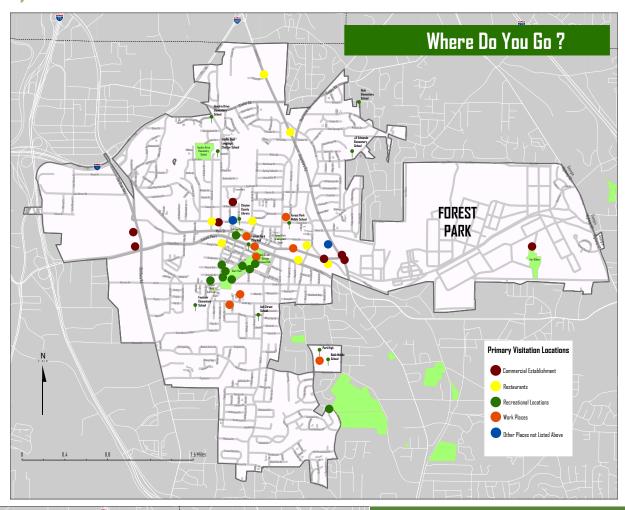
ASSET	PRIORITIZATION	
Community Institutions and Identity	• •	
Parks and Community Spaces –	Need Places for Teenagers to Meet	
Starr Park, Senior Center, Bill Lee Park, etc.	• • • • •	
Affordability Compared to Rest of the Region	Affordability of Forest Park 2-bedroom apartments decreased with rent amount \$1200	
Proximity to Transportation Corridors and Employment Hubs – Airport, Gillem Logistics Center, Clayton State, etc.	• • •	
	Too Many Redevelopments, Overcrowded, not for it!	
Potential for New Development and Redevelopment	Do not Redevelop Single Family Residential Areas to Make a Buck and Ruin our Retirement Homes	
	Affordable Housing or Bus line	
	Dog Park	

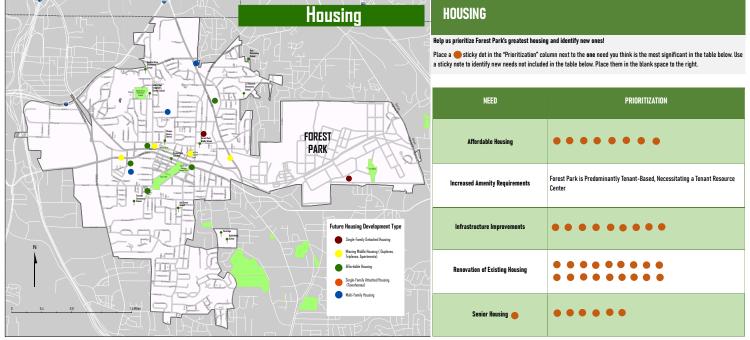












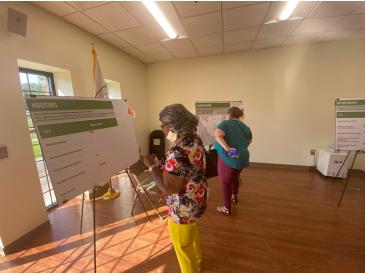


















**APRIL 2023 - AUGUST 2023** 

### City of Forest Park 2023 Comprehensive Plan Update

#### **Project Engagement**

views 515	PARTICIPANTS 72
responses 1,173	COMMENTS 168
SUBSCRIBERS 13	

### **APRIL 2023 - AUGUST 2023**

What's one word or phrase you would use to **describe Forest Park** to someone unfamiliar with the community?

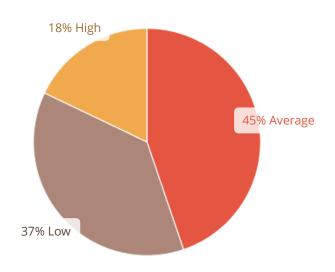
rotential
4 months ago
I love the activities for all ages!! Family & Friendly!!!
6 months ago
Family
6 months ago
It would be so helpful if more affordable and available housing to accommodate elderly people who are still able to do for themselves concerning most daily task with little or no needed assistance but are on fixed income. Also if there was one department that has verified individuals and or company, or organization that could be accessible to help with much needed home repairs without such a long waiting list that charges lower rates for seniors.
4 months ago
Help people's
6 months ago
Underdeveloped
Underdeveloped
4 months ago
I'd like to see more being done in unincorporated Forest Park where I am a home owner.
4 months ago
Bigoted
4 months ago
Let's save the Forest in Forest Park
3 months ago
Food Desert
3 months ago
The city too ignorant NOT to hate.
4 months ago
Loud and noisy, especially near Starr Park.
4 months ago
Biggest city in Clayton County
4 months ago
Lead by the blind
3 months ago

### **APRIL 2023 - AUGUST 2023**

perpetual limbo
3 months ago
Lacking total inclusion for everyone
4 months ago
Striving
4 months ago
Landing spot for other metro corrupt players
3 months ago
government by cabal
3 months ago
3 months ago
Ghetto.
3 months ago
Diverse
3 months ago
Quaint
4 months ago
Complicated
2 months ago
poverty
2 months ago
Unkept; dirty; no real code enforcement; embarrassing
3 months ago
Fastidious
3 months ago
Land of Unrealized Potential
4 months ago

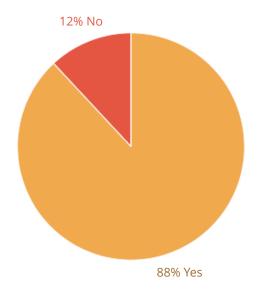
### **APRIL 2023 - AUGUST 2023**

How would you rate Forest Park's quality of life?



67 respondents

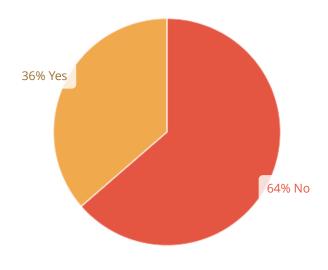
This survey relates just to the City of Forest Park. Are you aware that Forest Park and Clayton County are separate governments with different geographic boundaries?



67 respondents

### **APRIL 2023 - AUGUST 2023**

Are you satisfied with how the City of Forest Park is governed and how it operates?



66 respondents

#### **APRIL 2023 - AUGUST 2023**

What is Forest Park's primary **need** (problem or challenge to address)?

Consideration for others in our neighborhoods in regards to reducing loud music, loud vehicles, and noisy fireworks late at night, etc., so that we can have a comfortable and peaceful city to live in.

4 months ago

Police and government reform to create transparency

4 months ago

Improve sidewalks, greater effort to include Hispanic people, make all citizens aware of laws regarding care and treatment of animals. Make fireworks illegal in the city limits.

4 months ago

City Beautification, Quality Grocery Stores, Dine-In Restaurants,

3 months ago

Police - more courtesy attention through neighborhoods. Also one of the biggest perhaps is to include other entertainment venues. Not all one sided of color!!!!!!

4 months ago

Community amenities like high-quality grocery stores, nice restaurants, and more parks

4 months ago

Need to put community garden spaces and composting bins throughout the area where we can improve our health. More real farmers market with flea markets... Not just only brick and mortar buildings. We need to keep or create attractive green spaces.

4 months ago

Pedestrian and bike paths like other cities and the county have

3 months ago

Homeless population

4 months ago

Rule by clique, same people run everything, corruption, no transparency. Where is the "open checkbook" Butler promised in her first campaign?

3 months ago

We need sidewalk and road repairs. We lack bike trails and easily accessible walking pathways for walkers and wheelchairs. Desperately in need of social services. I'd like to see a FT staffed community center that can accommodate a wide variety of networking. A plan that removes the transfer station from our community. Establish a specialized mental health crisis unit within the PD. Affordable housing. Acknowledge existing eating establishments and businesses and promote them as a city.

3 months ago

More police presence especially in the early morning around 1-3am. No fireworks unless done by the city.

#### **APRIL 2023 - AUGUST 2023**

Update the animal laws to include if a person feeding stray cats that are allowed to take up residence should be responsible in their up keep such as flees, reproduction control. This has become such a big problem in my neighborhood. People are allergic to cats, they keep reproducing, using our yards as bathrooms, all on our vehicles, spraying on all our areas where it's so strong, you can't open your windows, and all times of night and day their mating cries and fighting disturbs our sleep. Most of all, the flees are getting out of control.

4 months ago

Harsh penalties and active enforcement of noise violations.

3 months ago

#### Thanks for helping

6 months ago

We need to make the Waste Management Transfer station go away. We need to do whatever it takes to achieve that goal.

3 months ago

We need more residents with financial diversity being attracted to our area. Race and color do not matter but income does. We also need to put a limit on rental properties in the area and harsher penalties for those landlords that allow their tenants to leave the neighborhoods looking like trash.

3 months ago

To me the police department of Forest Park seems more like a domestic terrorist organization that terrorizes the citizens of Forest Park daily. They need to learn that this is not okay. The city attorney and city clerk deserve jail time and/or fines for denying open records requests to citizens.

4 months ago

#### Roderick Jackson

4 months ago

Everyone that used to live here would still live here if the rif raf wasn't pushed in to the county. That is when the downfall began and hasn't recuperated yet. The city needs to address this and get back to being somewhere people are proud of living. To attract and keep quality residents provide better eating establishments, grocery stores, shopping, government officials, better pay for teachers, actually enforcing code (I know for a fact it's not being done), better pay for police officers, safer parks, better lighting, upkeep of all roads, and I could go on and on. Lake City and Morrow seems to have made improvements!

3 months ago

Infastructure, road, streets, etc...In dire need of repair. With the city growing so quickly, the streets have become difficult to manuver.

3 months ago

Attracting higher income people.

2 months ago

This place is a food desert!! Needs more healthier choices (i.e. restaurants, cafes, supermarkets).

### **APRIL 2023 - AUGUST 2023**

What is Forest Park's strongest **opportunity** (strength or asset to build upon)?

Location and proximity to major centers
4 months ago
Access to Atlanta and the airport.
4 months ago
Ripe for economic development due to abundance of empty lots and worn down buildings
3 months ago
Ft. Gillem. But at the same time recognizing how Ft. Gillam got started. Without Ft. Gillam. Forest Park's progress wouldn't be what it is today!
4 months ago
Proximity to major job centers and transportation options
4 months ago
FINALLY I see more could be more intentional police presence on my street!!! SLOW DOWN LOOK ON OUR PROPERTIES
3 months ago
affordable housing (stop McMansions) and recreation potential
3 months ago
We have businesses here that we aren't focusing enough attention. I can easily see FP as an eclectic art district. We already are culturally diverse and surrounded by art and different cuisine but we aren't marketing it that way. Think beyond Gillem and give some attention to the people who are not coming to You. Go to Them.
3 months ago
This city is great and will be.
4 months ago
Loop
4 months ago
The current leadership.
4 months ago
The citizens. With it's culturally diverse population, the people should be included in decisions on how to make the city more inviting for us to want to spend time here, activities, shopping, etc.
2 months ago

Being a clean city. Driving from Fayette County to Forest Park it is evident when you change cities during the drive. Forest Park being the more dirty and fun down of the two cities.

### **APRIL 2023 - AUGUST 2023**

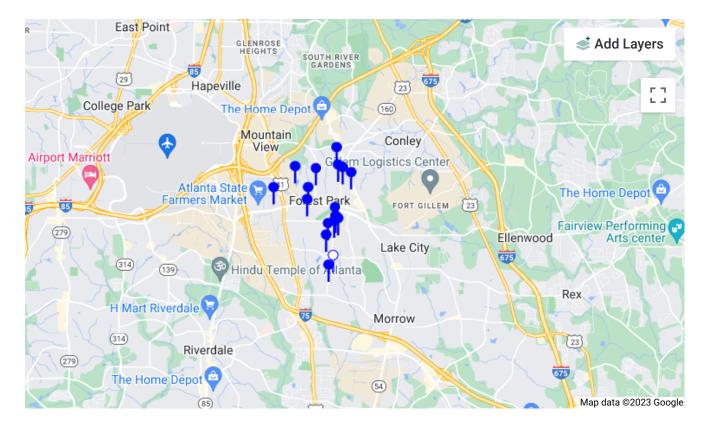
Starr Park. I love all the activities. But we always just base it towards one race or another. Next time have more than one santa clause or a multicultural event. Inclusion is key.

3 months ago

Developing all of the dilapidated and abandoned buildings/housing.

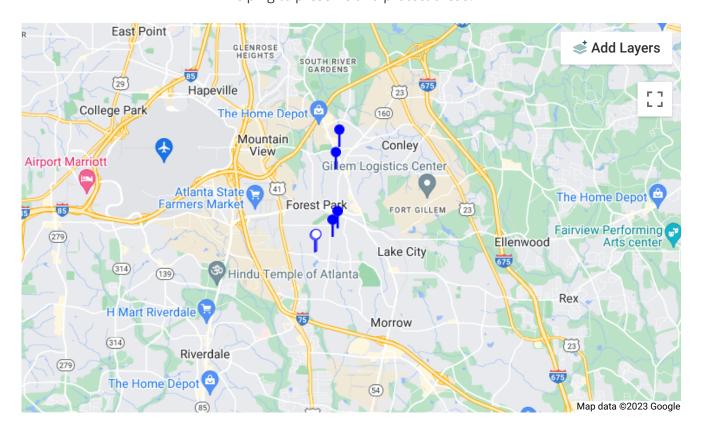
4 months ago

What are Forest Park's most significant natural and environmental resources? What role should the City play in helping to preserve and protect these?

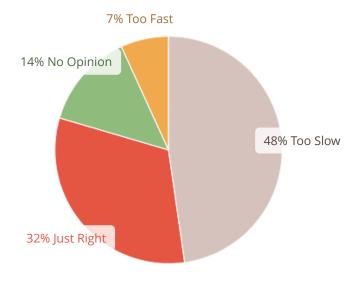


### **APRIL 2023 - AUGUST 2023**

What are Forest Park's most significant historic and cultural resources? What role should the City play in helping to preserve and protect these?



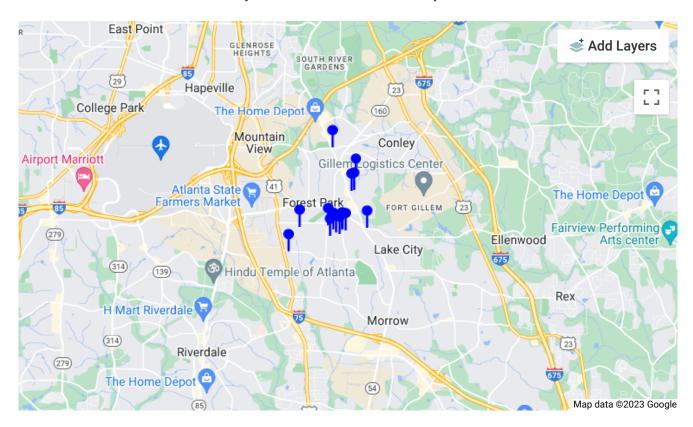
How would you characterize Forest Park's pace of development in the last five years?



44 respondents

### **APRIL 2023 - AUGUST 2023**

#### Where would you like to see future development focused?



#### How would you rank Forest Park's housing needs?

	Need More	Right Amount	Need Less
Affordable Housing	58%	29%	13%
	Need More	Right Amount	Need Less
Senior Housing	47%	47%	7%
	Need More	Right Amount	Need Less
Density	29%	59%	12%
	Need More	Right Amount	Need Less
Mixed-Income Housing	48%	35%	17%
	Need More	Right Amount	Need Less
High-Income Housing (\$400,000+)	37%	20%	43%
	Need More	Right Amount	Need Less

46 respondents

#### **APRIL 2023 - AUGUST 2023**

What would you describe as Forest Park's most important housing need? What role should the City play in helping to support this development?

Addressing vacant and neglected properties.

4 months ago

Need resident homeowners, not investor rental companies owning houses.

4 months ago

Updates, neglected areas, trashy areas, upkeep, pressure on areas to do this. More police presence.

4 months ago

Addressing slumlords and living residences that are full of code violations and unsafe living conditions.

4 months ago

Addressing slumlords who don't upkeep their properties but are allowed to open a new liquor store in the city even though they have violations in the past 5 years on their current properties in the city which is ignored by the city officials.

4 months ago

We need a decent grocery store and a family style sit down restaurant.

4 months ago

Don't raise property taxes so high that homeowners can't afford it.

4 months ago

Zoning for tiny house communities and enforcing code against junk-filled yards.

3 months ago

Better code enforcement! This is an area that has been lacking for sometime. I don't know if they just ride through neighborhoods and really look, or just soak up time. I have addressed people that flip houses and leave a mess in yards without getting a roll off. Also, Forest Park's code states that a person is in violation of grass not being cut that is over 6". Doesn't code enforcement see that? Additionally, cars are parked on grass/yards, away from curbs in the street in subdivisions. This is why Forest Park is the way it is! So sad!!!!!!!

4 months ago

Less renters and more home owners to upkeep their own homes/neighborhoods. Enforcing communities to maintain curb appeal instead of having 6+ vehicles parked in their yards, overgrown shrubs and weeds, junk cars, trash

3 months ago

More residents owning and less rentals.

4 months ago

Affordable housing.

4 months ago

We are in desperate need of at-cost housing. Affordable housing and section 8 have had their day and will not bring in homeowners with the kind of disposable income that will be required to attract good retail, dining, and entertainment venues that everyone says they desire.

#### **APRIL 2023 - AUGUST 2023**

More mixed-income communities. Forest Park needs more amenities to attract higher-income earners.

4 months ago

Create a program like helping hands that will assist with maintenance and repairs to elderly home owners by volunteers. Most programs offered now, has such a long, long waiting list i.e. weatherization.

4 months ago

Let fences come to front of property line, not front of house

3 months ago

Code Enforcement!!!! Code Enforcement!!! Code Enforcement!! There needs to be a precedent set for the city. I'm so sick of seeing all these messy yards with cars on jacks and truck cabs in driveways and on the street, people not parking in their own driveway, broken window blinds, yard debris, etc.

the city needs more green space less abandoned buildings, better done in restaurants and better shopping /grocery stores. It's embarrassing to tell people this is the city I live in now. In 20 years it has definitely gone down hill.

3 months ago

60% of housing units in FP are investor owned. We need to get increase the owner occupied rate to be at least 60%. Encourage more owner occupied homes by neighborhood cooperatives. City management to explore funding sources for acquisition and upkeep of homes.

3 months ago

Less rental properties. And rent control policies on some of these slum lords. Alot of the homes here have not been updated since 1950 and want rents close to \$2k for 600 sq feet. We need less rentals and more homes. Need to find a developer to knock down these terrible neighborhoods and bring in new builds not off of Watts Road. Near Starr Park.

3 months ago

Higher income housing and less homeless/street people

2 months ago

Affordable housing and sidewalks

3 months ago

Updating of old homes to be able to support new technologies, and create smart homes.

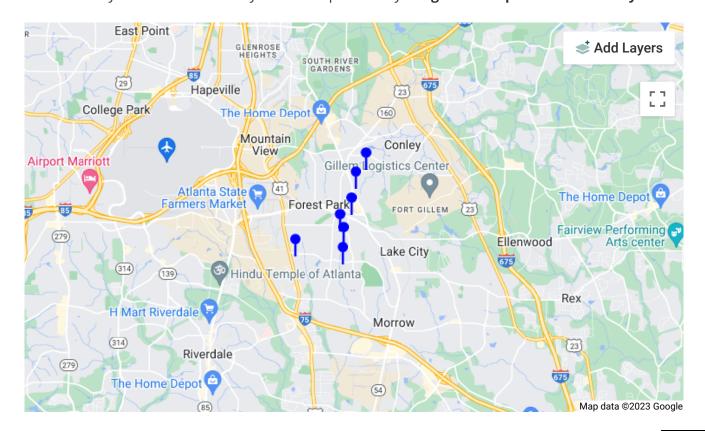
### **APRIL 2023 - AUGUST 2023**

How would you rank your satisfaction with Forest Park's transportation system?

	Poor	Below Average	Adequate	Good	Excellent	No Opinion
Traffic Safety	11%	13%	51%	19%	2%	4%
	Poor	Below Average	Adequate	Good	Excellent	No Opinion
Traffic Congestion	9%	11%	45%	21%	11%	4%
	Poor	Below Average	Adequate	Good	Excellent	No Opinion
Road Conditions	13%	28%	43%	13%	2%	2%
	Poor	Below Average	Adequate	Good	Excellent	No Opinion
Pedestrian & Bicycle Safety	36%	28%	23%	6%	2%	4%
	Poor	Below Average	Adequate	Good	Excellent	No Opinion
Public Transportation	15%	28%	33%	13%	4%	7%
	Poor	Below Average	Adequate	Good	Excellent	No Opinion

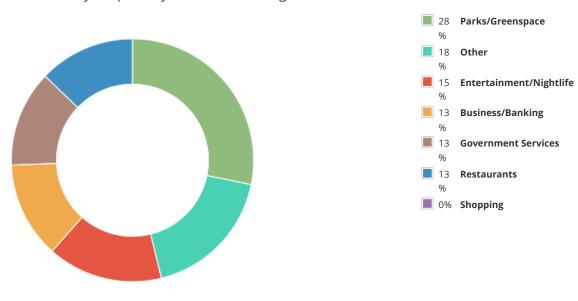
47 respondents

Are there any areas in Forest Park you feel are particularly dangerous for pedestrians or bicyclists?



### **APRIL 2023 - AUGUST 2023**

#### What is your primary reason for visiting downtown Forest Park?



39 respondents

#### **APRIL 2023 - AUGUST 2023**

What kinds of improvements should be considered to enhance downtown Forest Park?

Every city you visit has a downtown area that you can just walk, shop, eat or sit on the bench and enjoy the scenery it will be nice to see this in Forest Park one day.

4 months ago

Coffee shop and a grocery store on forest parkway would be nice because that senior center will probably have residents who would like to shop.

4 months ago

Improvement on safety. People cross in the wrong areas - not in a crosswalk. Police should help curb this. People that cross dare you to him them. Also address closed businesses & the like. This makes Forest Park nasty looking & so undesirable to shop. This is why I don't shop in Forest Park. Needs new desirable stores.

4 months ago

Improved bicycle lanes

4 months ago

Manage grass and bushes on side streets that don't have sidewalks. Have incentives for businesses to keep their storefronts clean and maintained inside and out--- like replace missing letters, floors clean, etc. Fine the ones that don't.

4 months ago

In addition to people crossing streets whenever and wherever they want, I do not shop in Forest Park - no quality grocery stores or other businesses. I always shop in other counties. Forest Park needs to take a trip to other areas instead of just focusing on warehouses.

4 months ago

Downtown Forest Park needs a major upgrade: quality restaurants, mixed-development to include housing + retail, and an overall facelift to sidewalks, buildings, and roads. Right now there is no "downtown Forest Park". We need less tire shops, beauty supply stores, & fast food.

3 months ago

Creation of a mixed-use town center with retail and government services

4 months ago

HOPEFULLY one day, Marta will bring a rail stop to downtown Forest Park.

4 months ago

First fix that train system from blocking the road for hours. The construction and renovation of main street needs to go faster. There are a lot of old buildings that need to go or be renovated. Please add locations and businesses where the grown and classy can enjoy an evening out. And business near the piggly wiggly or near discount foods looks ghetto and needs some work.

3 months ago

Look at Fayetteville Pavilion and get something like that

### **APRIL 2023 - AUGUST 2023**

No more fast food. We have too much already. Look at College Park, Hapeville, downtown Decatur, East Point. More than 2 decades of this "Main Street improvement" and still looks like a slum. The only bright spot is the shopping center with YoJays and EV chargers. Center of downtown is Gun City. ridiculous

3 months ago

Please keep the train from blocking everyone from crossing to get to work. All shopping centers are dirty, and the owners need to be held responsible for its upkeep. We know it's the people that live here are making the mess because during the pandemic the Kroger parking lot was finally clean and looked nice!

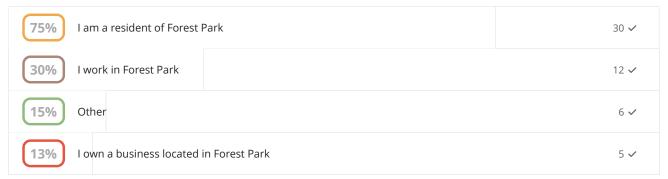
A lot of money was spent to put in new crosswalks yet pedestrians still cross in the middle of the street!

3 months ago

#### Daisy Weatherspoon

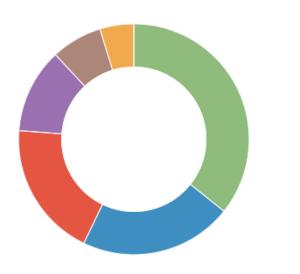
6 months ago

#### Which of the following statements apply to you (select all that apply)?



40 Respondents

#### If you live in Forest Park, have long have you done so?



42 respondents

**11-20 years** 

19

> 21 years

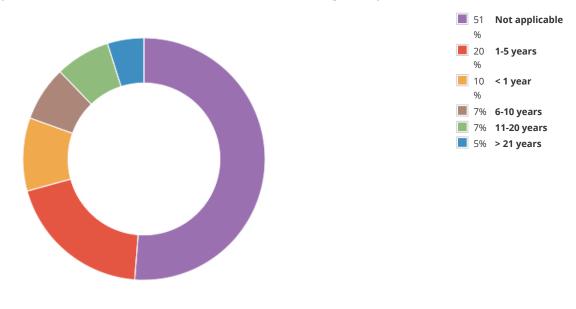
1-5 years

12 Not applicable

7% **6-10** years 5% < 1 year

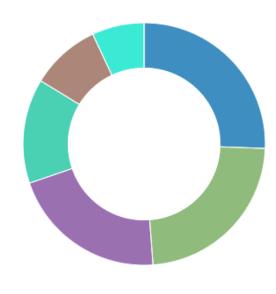
### **APRIL 2023 - AUGUST 2023**

If you own a business or work in Forest Park, how long have you done so?

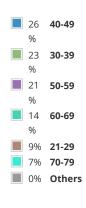


41 respondents

What is your age?

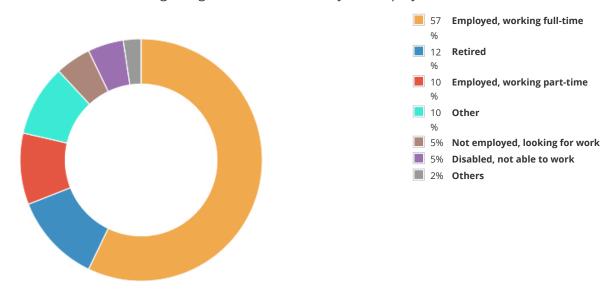


43 respondents



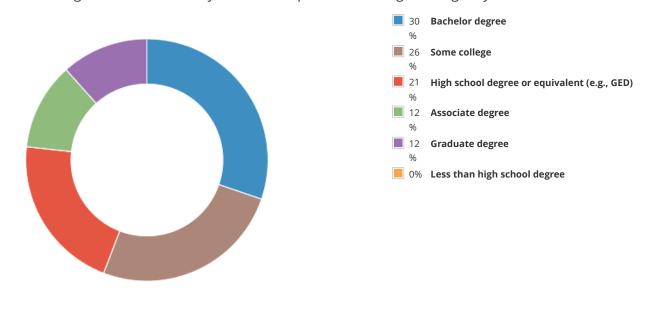
### **APRIL 2023 - AUGUST 2023**





42 respondents

What is the highest level of school you have completed or the highest degree you have received?



43 respondents

46 Black or African American

% 39

White

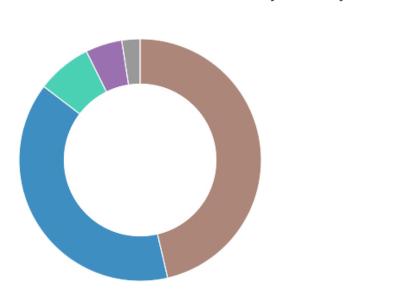
7% Other 5% Multiple Races

2% Others

## **PUBLIC INPUT ONLINE SURVEY**

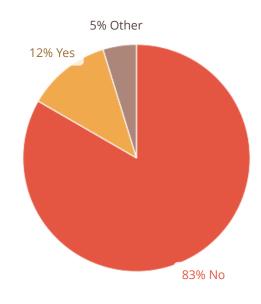
### **APRIL 2023 - AUGUST 2023**

#### With which race do you identify?



41 respondents

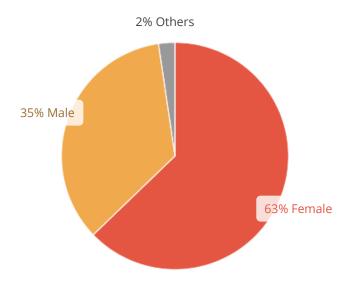
Do you identify as Hispanic, Latino, or Spanish?



42 respondents

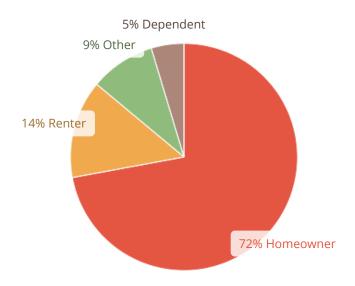
### **APRIL 2023 - AUGUST 2023**

#### What is your gender identity?



43 respondents

#### What best describes your housing status?



43 respondents

#### **APRIL 2023 - AUGUST 2023**

If desired, please use the space below to list anything else you would like to be considered in Forest Park's future planning efforts that was not covered by the previous survey questions.

There should be a true recycling center and not these carts that are picked up an dumped with trash. They make the city look dirty because there is always a receptacle on street and dump trucks always on the roadways.

3 months ago

Main Street should become a destination for residents and visitors alike. Develop this area with more businesses that will draw diners and shoppers.

3 months ago

Replace broken business signs; remove old buildings not in use and use as green space and keep it maintained so it won't become overgrown such as the area across from the Archives buildings! Old grocery stores such as the one across from Kroger should be torn down or a new business should move in with appropriate signage and prune the bushes as you can't even see the old Dollar Store.

The only thing there is the cleaners which I didn't know was there until the other day! Keep Clayton State clean and a safe place for pedestrians to walk for exercise. It a great place but I'm scared to go out of my own neighborhood to walk for exercise. This city has great access to the interstate, the airport, and a once thriving State Farmer's Market (which is joke!), and please don't make it a concert venue with strip clubs. Forest Park has potential, but the right businesses and people need to be here for it to thrive.

3 months ago

I love the new homes going up near the park. We need to expand that into other parts of Forest Park. We cannot continue to grow if we do not attract those who have the disposable income to buy more higher end homes. We have to build new and weed out those who cannot help the city move forward. Get rid of the slum lords, get rid of section 8 rentals, and get harsher punishments on those store fronts that are filthy eyesores. Not everyone in this community is low class. That is why they go to Eagles Landing and Atlantic station on the weekends....to escape this mess. Make Forest Park look like those communities with their amenities and stores and we will attract the right home owners. Also, we could use high end apartments and condos that are for sale not rent in this area.

3 months ago

Listen to what we are saying Forest Park. We who own homes and pay city taxes are the heart of this community. With what I have read in this public input pole, you see what the community needs to be able to move forward to make our city somewhere to be proud to live. Put the city forward rather than leaving the city and residents behind.

3 months ago

Keep MARTA, RENTERS, INVESTORS OUT! When we moved in the late 90s this was the place to be. NOONE visited us because of fear from FPD! Now YOU elected officials have made us a joke. I was satisfied with just us homeowners!

3 months ago

Forest Park's location is great- access to the airport, downtown, and major interstates in minutes. This should be a soughtafter area but the reality is that this area is undesirable due to the large focus on warehouses and lack of economic development, city beautification, code enforcement, & the ability to attract quality retail, restaurants, & folks with higher incomes

3 months ago

Don't destroy the small houses in favor of larger-footprint and out-of-scale McMansions along the park. It wrecks the feel. Start ENFORCING tree replacement and stop allowing wholesale butchering of trees, with or without permits. Start FINING people who cut 100+ year old oak trees and leave a 15-foot-tall stump in their front yards. Shut down the illegal drug trade near High St. and in the neighborhoods. Cities that look like this look that way due to CORRUPTION.

3 months ago

Atlanta Regio

#### **APRIL 2023 - AUGUST 2023**

Please revisit the idea of including ALL ethnic groups and ages!!!!!!!!!

4 months ago

Little louder for the BIGOTS in charge!

4 months ago

More economic incentives are needed to attract high-quality business and housing options

4 months ago

To encourage businesses, new and old, to consider hiring and training seniors who live in Forest Park part-time job opportunities. This could help lift up the community.

4 months ago

Get more upscale stores all around. Things for children to do. Things that will make people want to live in Forest Park. Do more for the schools.

4 months ago

Hotel and convention center

4 months ago

The city needs to include animals, wildlife, and low-income families.

4 months ago

Amphitheater, upgrade the park, roads need to be repaved, upgrade the lighting around Forest Park. There is alot of work that needs to get done. I believe the City Manager Ricky Clark can do it with the help of the council with being positive!!!

4 months ago

Residents need to be more informed on laws in areas. My biggest complaint is parking in ROAD and roosters. I would give code enforcement their props from recent years but as of lately NO! Also if they wanna build go DOWNTOWN not in our neighborhoods

4 months ago

We have some gorgeous green spaces and beautiful older trees. This is a positive in my opinion. However, some of the trees in my neighborhood are very close to the road and are dead. I worry that they might fall. I think the city could use an arborist.

4 months ago

Make all areas desirable. Forest Park is so focused in warehouses, that the rest has gone to pot. Plus it's all one sided 4 months ago

The governing body and those that "serve and protect" should do so without biases or obvious bigoted views towards races other than their own. This community has no tolerance for other races and this is on full display at council meetings and events. People should work to get along regardless of their views on things and race. People are people and their are many different views in this world. If someone has a different view from you that does not mean they are worthless. They still have things to contribute to the community. But hate is on full display here if you are different and ask for accountability.

### **APRIL 2023 - AUGUST 2023**

I would like for Forest park to have a Whole Foods Market so that the community can have healthier food options. 6 months ago

Exercise, Shuffle Board & Linedance

6 months ago

Subscribe now to get updates on upcoming engagement opportunities!

No data to display...

How long have you lived in Forest Park?

No data to display...

Comments: City of Marietta 2022 Comprehensive Plan Update | Steering Committee Meeting #3[Copy 12/1/2022][Copy 3/8/2023]





FORESTPARK		City Council A	<u> Agenaa</u>	a item	
Subject:	Review and approval of the update	ed 2023 City of Forest Park C	Comprehensive	e Plan	
Submitted By:	Planning & Community Developme	ent Department			
Date Submitted:	November 27, 2023				
Work Session Date:	December 4, 2023				
Council Meeting Date:	Council Meeting Date: December 4, 2023				
this process the steering of questions and provide fee stakeholders also had an city's social media platform approved by the Georgia	Comprehensive Plan for the City of F committee met two times, a public of edback, and two public hearings were a opportunity to participate in the pro- rms and website. The City of Forest Department of Community Affairs is eark Comprehensive Plan Update.	open house was held for the property held at City Council meeting cess through online surveys the Park's 2023 Updated Compression	public to engagings. Residents that were available energible.	ge and ask s and lable on the n as	
Cost: \$ N/A Financial Impact: None		Budgeted for:	Yes	No	
·					

### **Action Requested from Council:**

 ${\bf Adoption\ of\ the\ 2023\ Comprehensive\ Plan\ Update}.$ 

<b>RESOLUTION NO.</b>	

#### CITY OF FOREST PARK, GEORGIA

#### COMPREHENSIVE PLAN FINAL APPROVAL

**WHEREAS**, the City of Forest Park, Georgia has prepared its Comprehensive Plan:

**WHEREAS**, the Comprehensive Plan was prepared in accordance with the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, as amended and all of the requisite public hearings have been held;

**WHEREAS**, the Atlanta Regional Commission and Georgia Department of Community Affairs have recommended final approval subject to minor clarifications which have been made by the City staff;

**NOW, THEREFORE BE IT RESOLVED THAT** the Comprehensive Plan attached hereto and incorporated herein by reference as Exhibit A is hereby approved and adopted.

**SO RESOLVED** this 4<sup>th</sup> day of December, 2023.

Angelyne Butler, Mayor	
ATTEST:	
City Clauls	
City Clerk	
Approved as to Form	
City Attorney	

#### File Attachments for Item:

**10.** Council Discussion and Approval of the Digitization Agreement for Planning and Community **Development Processes**- Planning and Community Development Department

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

Through the vision of moving the City of Forest Park forward and our development of a concierge service model, the Planning and Community Development Department has been making strides to update current processes and the way day to day business is handled to become more customer focused. With the current manual process in effect, there are multiple paper applications, and residents, developers, and potential new business owners have to come into the office to apply and make payments for any proposed projects. This has caused slower processing times, inefficiencies, and a consumption of valuable time for both the applicant and staff. By updating the current software, this digital transformation has the power to radically change how the City of Forest Park's Planning and Community Development operates moving forward.



# City Council Agenda Item

**Subject:** Council Discussion to consider an agreement with Tyler/Energov for Digitization of the Planning & Community Development Process.

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

Date Submitted: November 29, 2023

Work Session Date: December 4, 2023

Council Meeting Date: December 4, 2023

#### Background/History:

Through the vision of moving the City of Forest Park forward, The Digitization strategy presented to Mayor and Council back in June, and the Leaf Life Plan provided by Mayor Butler, The Planning and Community Development Department has been making strides to update current processes and the way day to day business is handled to become more customer focused. With the current manual process in effect, there are multiple paper applications and residents, developers and potential new business owners have to come into the office to apply and make payments for any proposed projects. This has caused slower processing times, inefficiencies, and a consumption of valuable time for both the applicant and staff. By updating the current software, this digital transformation has the power to radically change how the City of Forest Park's Planning & Community Development operates moving forward.

Cost: \$60,923.00 – Business licensing

\$116,777.00 - Planning & Community Development

Reoccurring annual cost (\$18,923 BL & \$22,777 for PCD)

- projected to be paid quarterly.

Budgeted for: Yes No

Financial Impact: This project will be funded from the technology budget.

#### **Action Requested from Council:**

To Approve the quote provided by Tyler/Energov to move forward with the digitization of the Planning & Community development applications and processes.

### STATE OF GEORGIA COUNTY OF CLAYTON

A RESOLUTION BY THE MAYOR AND COUNCIL OF FOREST PARK, AUTHORIZING ANGEORGIA AGREEMENT WITH **TYLER** TECHNOLOGIES/ENERGOV TO **MOVE FORWARD** WITH THE TRANSITIONING AND DIGITIZATION OF THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT'S SOFTWARE AND ITS PROCESSES TO A DIGITAL CLOUD **BASE FORMAT** TO **IMPLEMENT GREATER** OPERATIONAL EFFECIENCY AND A MORE USER FRIENDLY AND CUSTOMER FOCUSED APPLICATION PROCESS.

**WHEREAS**, the City of Forest Park Planning & Community Development Department was provided a quote and contract to implement a cloud-based software for the remaining fiscal year of 2023-2024 through the technology budget to be signed therein December 2023 and providing Notice to the City Manager, Mayor, and Council members to improve departmental operational efficiency and processes; and

**WHEREAS**, One-Hundred Sixteen Thousand, Seven Hundred Seventy- Seven dollars (\$116,777.00) of the Fiscal Year 2023-2024 technology budget have been allocated for the initial amount due to Tyler Technologies for the software implementation for the Planning & Community Development Department Digitization; and

**WHEREAS**, Twenty-Two Thousand, Seven Hundred Seventy- Seven dollars (\$22,777.00) of the Fiscal Year 2024-2025 budget and future Fiscal Years will be incorporated into future budgets on an annual basis to upkeep software and will be paid out on a quarterly basis to Tyler Technologies; and

**WHEREAS**, the City of Forest Park Planning & Community Developments processes, applications and day to day functions, has the discretion to implement and move forward with funding for technological software as quoted for the technology transition and upgrade; and

WHEREAS, the city has verified with Tyler Technologies, City of Forest Park Finance Department, City of Forest Park Technology Department and City of Forest Park Planning & Community Development Department to perform the services/work/trainings, to efficiently implement digitization changes to ensure operational performance is able to be implemented; and

**WHEREAS**, Tyler Technologies have implementation timelines by phased approach within spending criteria; and

WHEREAS, it is in the City's best interest to move forward with the agreement and to transfer the required funds to Tyler Technologies for implementation of the new EnerGov software that

meets the needs of the Planning & Community Development Department and its city objectives upon approval of Mayor and Council.

NOW, THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF FOREST PARK, GEORGIA, HEREBY RESOLVES, that the Mayor authorizes the agreement with Tyler Technologies to move forward with the implementation and transitioning of the Planning & Community Development Department software and its processes to a digital cloud based format to implement greater operational efficiency and a more user friendly, customer focused application process within the City of Forest Park Planning & Community Development Department.

**BE IT FURTHER RESOLVED,** that the Mayor or her designee is hereby authorized to prepare any appropriate documents necessary to implement the request specified in this resolution.

**BE IT FINALLY RESOLVED**, that all resolutions and parts of resolutions in conflict with this resolution are hereby waived to the extent of the conflict.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

### **SO RESOLVED** this 4<sup>th</sup> day of December 2023.

**City Attorney** 

# Angelyne Butler, Mayor ATTEST: (SEAL) City Clerk APPROVED BY AS TO FORM:

CITY OF FOREST PARK, GEORGIA



Quoted By: Quote Expiration:

Quote Name:

Jeff Wamser 9/11/23

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## Sales Quotation For:

City of Forest Park 745 Forest Pkwy

Forest Park GA 30297-2209 Phone: +1 (404) 608-2300

### Tyler SaaS - Silver

# **Professional Services**

2023-393531-N2S7X1

TOTAL:	Project Management Services - Remote	Professional Implementation Services - Remote	Professional Implementation Consulting -Onsite	End User Training - Onsite	Professional Services	Description	Item	#10.
	20	100	40	40		Quantity		
	\$ 200	\$ 200	\$ 225	\$ 225		Unit Price		
\$ 42,000	\$ 4,000	\$ 20,000	\$ 9,000	\$ 9,000		Price	Extended	
\$0	\$0	\$0	\$0	\$0		Maintenance		
							Page	e 257

Summary	One Time Fees	Recurring rees
Total SaaS		\$ 18,923
Total Services	\$ 42,000	\$0
Total Third-Party Hardware, Software, Services	\$0	\$0
Summary Total	42,000	\$ 18,923
Contract Total	\$ 60,923	

### Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer

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A 5% discount has been applied to licensing fees in exchange for a 5-year commitment from Forest Park, GA to utilize Enterprise Permitting and Licensing.

### Scope and definitions:

o 100 hours of Implementation Services will entail the migration of Business Licensing from Forest Park's on-premise servers to Tyler-hosted cloud services, as well as the configuration of Civic Access specific to existing Business Licensing processes.

o 40 hours of Implementation Consulting - Onsite will be for Tyler Tech to perform Business Process Discovery in advance of the full implementation of Community not included in the BMTs such as Inspections and Reviews. Development. While the expectation is to utilize Best Management Templates (BMTs) this will help identitly any unique processes, as well as configuration that is typically

Additional costs related to on-site consultation and training provided by Georgia-based Tyler employees:

o Client is responsible and will be charged for perdiem each day for the trainer. Most likely lunch at the minimum.

o Car mileage since a car would not be rented.

o If over a one hour commute from the employee's home to the client office, a hotel stay may be required. If that is the case, a full day perdiem would also be needed.

2023-393531-N2S7X1

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Quoted By:
Quote Expiration:
Quote Name:

Jeff Wamser 9/4/23

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## Sales Quotation For:

City of Forest Park
745 Forest Pkwy
Forest Park 64 20207 222

Forest Park GA 30297-2209

Phone: +1 (404) 366-4720

### Tyler SaaS - Silver

TOTAL 1.00	Less Discount	Sub-Total:	GIS	Tyler Software	Civic Access - Community Development	Enterprise Permitting & Licensing Extensions	Community Development Suite - Per User	Enterprise Permitting & Licensing Core Software	Description
			\$ 49		\$ 725		\$ 169		Term Monthly Fee Users/Units
			<b>L</b>		Н		7		Users/Units
\$ 22,777	\$ 707	\$ 23,484	\$ 588		\$ 8,700		\$ 14,196		Annual Fee

# **Professional Services**

Description	Quantity	Unit Price	Price	Maintenance
Professional Services				
Data Conversion Services	80	\$0	\$0	\$0
End User Training - Onsite	40	\$ 225	\$ 9,000	\$0
Professional Implementation Services - Remote	300	\$ 200	\$ 60,000	\$0
Project Management Services - Remote	80	\$ 200	\$ 16,000	\$0
Solutions Orientation Training - Onsite	40	\$ 225	\$ 9,000	\$0
TOTAL:			\$ 94,000	\$0

**Contract Total Summary Total Total Services** Total Third-Party Hardware, Software, Services Total SaaS Summary One Time Fees \$ 116,777 \$ 94,000 \$ 94,000 \$0 **Recurring Fees** \$ 22,777 \$ 22,777 \$0

Page 2

P.O.#:

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to the following terms: between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement")

- available for download by the Client; License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- accord with the Agreement. Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for
- Fees for services included in this sales quotation shall be invoiced as indicated below
- Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

2023-391979-H5Q3M7

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### Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

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Scope and definitions: A 5% discount has been applied to licensing fees in exchange for a 5-year commitment from Forest Park, GA to utilize Enterprise Permitting and Licensing.

o 300 hours of Implementation Services will encompass configuration of Community Development processes and configuration of Civic Access specific of those same processes. The expectation is to utilize Best Management Templates (BMTs) to control scope and cost.

Additional costs related to on-site consultation and training provided by Georgia-based Tyler employees:

- o Client is responsible and will be charged for perdiem each day for the trainer. Most likely lunch at the minimum
- o Car mileage since a car would not be rented.
- o If over a one hour commute from the employee's home to the client office, a hotel stay may be required. If that is the case, a full day perdiem would also be needed.

2023-391979-H5Q3M7 Page 4

### File Attachments for Item:

11. Council Discussion and Approval of Lot/Yard Standards amendment to Section 8-8-73 of the Code of Ordinances - Planning and Community Development Department

### **Background/History:**

The proposed amendment adds a new subsection (C), Commonly Owned Lots, to Section 8-8-73 of the Code of Ordinances. This amendment clarifies that setbacks currently referenced in subsections 8-8-73 (b) 1, 2, and 3 may be disregarded when a structure is intended to be built on contiguous individual parcels or lots under common ownership.



### City Council Agenda Item

Subject:	Lot/Yard Standards amendment to Section 8-8-73 of the Code of Ordinances
Submitted By:	Planning & Community Development Department
Date Submitted:	November 29, 2023
Work Session Date:	December 4, 2023
Council Meeting Date:	December 4, 2023
Background/History:	
Ordinances. This amend	nt adds a new subsection (C) Commonly Owned Lots, to Section 8-8-73 of the Code of Iment clarifies that setbacks currently referenced in subsections 8-8-73 (b) 1, 2, and 3 in a structure is intended to be built on contiguous individual parcels or lots under common
Cost: \$ N/A	Budgeted for: Yes No
Financial Impact: None	
Action Requested from	Council:
Approval.	

### STAFF REPORT – Text Amendments Public Hearing Date: November 16, 2023 City Council Meeting: December 4, 2023

Case: TA-2023-06

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

Staff Report Compiled By: SaVaughn Irons, City 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-2023-06 includes an amendment to Article C. Development and Use Standards. Section. 8-8-73. Lot/Yard Standards.

### **BACKGROUND**

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

2. An amendment to Article C. Development and Use Standards. Section. 8-8-73. Lot/Yard Standards, adding subsection (c) Commonly Owned Lots.

This update provides clarity for property owners with contiguous individual parcels and lots under common ownership to disregard Front yard, side yard and rear yard setbacks, found in Article B of the City of Forest Park Zoning Ordinance as long as the setbacks occur on the actual lines of ownership.

### ARTICLE C. LOT/YARD STANDARDS

### Section. 8-8-73. Lot/Yard Standards.

- (a) Legal nonconforming lots. All existing lots in conflict with the lot/yard regulations at the effective date of this Code shall be considered legal non-conforming lots.
- (b) General requirements. Except as provided in this Code, no building or structure shall be erected, altered, enlarged or reconstructed unless such alteration, enlargement, or reconstruction conforms with the lot/yard regulations of the district in which it is located, as follows:
  - (1) Front yard setbacks. The minimum front yard setbacks shall be as noted for each zoning district found in article B.

- (2) Side yard setbacks. The minimum side yard setbacks shall be as noted for each zoning district found in article B.
- (3) Rear yard setbacks. The minimum rear yard setbacks shall be as noted for each zoning district found in article B.
- (4) Lot areas. The minimum and maximum lot areas shall be as for each zoning district found in article B.
- (5) Lot width. The minimum lot width shall be as noted for each zoning district found in article B.
- (6) Lot frontage. The minimum lot frontage shall be as noted for each zoning district found in article B.
- (7) Lot depth. The maximum lot depth shall be as noted for each zoning district found in article B.
- (8) Lot coverage. The maximum lot coverage shall be as noted for each zoning district found in article B.
- (9) Living and ground floor areas. The minimum dwelling unit and ground floor living areas shall be as noted for each zoning district found in article B.
- (10) Primary structures. The maximum number of residential and/or primary structures per lot shall be as noted for each zoning district found in article B.
- (c) Commonly Owned Lots. Notwithstanding the foregoing, the setbacks referenced in Sections 8-8-73(b)(1), (2) and (3) may be disregarded when a structure is intended to be built on contiguous individual parcels or lots which are under common ownership, provided that the disregarded setbacks shall only occur along the actual line(s) of common ownership.

<b>ORDINANCE</b>	NO.
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AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF FOREST PARK, GEORGIA TO PROVIDE FOR CERTAIN TECHNICAL TEXT AMENDMENTS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

### **WITNESSETH:**

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

**SECTION 1.** That Section. 8-8-73. Lot/Yard Standards of the Code of Ordinances, City of Forest Park, Georgia, is hereby amended by adding subsection (C.) Commonly Owned Lots to said section by the following in lieu thereof:

"Section. 8-8-73. Lot/Yard Standards".

- (A) Legal nonconforming lots. All existing lots in conflict with the lot/yard regulations at the effective date of this Code shall be considered legal non-conforming lots.
- (b) General requirements. Except as provided in this Code, no building or structure shall be erected, altered, enlarged, or reconstructed unless such alteration, enlargement, or reconstruction conforms with the lot/yard regulations of the district in which it is located, as follows:
  - (1) Front yard setbacks. The minimum front yard setbacks shall be as noted for each zoning district found in article B.
  - (2) Side yard setbacks. The minimum side yard setbacks shall be as noted for each zoning district found in article B.
  - (3) Rear yard setbacks. The minimum rear yard setbacks shall be as noted for each zoning district found in article B.
  - (4) Lot areas. The minimum and maximum lot areas shall be as for each zoning district found in article B.
  - (5) Lot width. The minimum lot width shall be as noted for each zoning district found in article B.
  - (6) Lot frontage. The minimum lot frontage shall be as noted for each zoning district found in article B.
  - (7) Lot depth. The maximum lot depth shall be as noted for each zoning district found in article B.
  - (8) Lot coverage. The maximum lot coverage shall be as noted for each zoning district found in article B.
  - (9) Living and ground floor areas. The minimum dwelling unit and ground floor living areas shall be as noted for each zoning district found in article B.

- (10) Primary structures. The maximum number of residential and/or primary structures per lot shall be as noted for each zoning district found in article B.
- (c) Commonly Owned Lots. Notwithstanding the foregoing, the setbacks referenced in Sections 8-8-73(b)(1), (2) and (3) may be disregarded when a structure is intended to be built on contiguous individual parcels or lots which are under common ownership, provided that the disregarded setbacks shall only occur along the actual line(s) of common ownership.
- **SECTION 2. Intention of the Governing Body.** It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Forest Park, Georgia, and the sections of the ordinance may be renumbered to accomplish such intention.
- **SECTION 3. Approval of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Ordinance.
- **SECTION 4.** Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

### **SECTION 5.** Codification and Severability.

- (a) It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were upon their enactment believed by the City Council to be fully valid, enforceable, and constitutional.
- (b) It is hereby declared to be the intention of the City Council that to the greatest extent allowed by law each and every section, paragraph, sentence, clause, or phrase of this ordinance is severable from every other section, paragraph, sentence, clause, or phrase of this ordinance. It is hereby further declared to be the intention of the City Council that to the greatest extent allowed by law no section, paragraph, sentence, clause, or phrase of this ordinance is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this ordinance.
- (c) In the event that any section, paragraph, sentence, clause or phrase of this ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the ordinance and that to the greatest extent allowed by law all remaining Sections, paragraphs, sentences, clauses, or phrases of the ordinance shall remain valid, constitutional, enforceable, and of full force and effect.
- **SECTION 6**. **Repeal of Conflicting Provisions**. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.
- **SECTION 7. Effective Date**. This ordinance shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

### [SIGNATURES APPEAR ON FOLLOWING PAGE]

Item #11.

SO ORDAINED this	day of	, 2023.
	Mayor Angelyne Butler	
ATTEST:		
City Clerk	(SEAL)	
APPROVED AS TO FORM:		
City Attorney		

### File Attachments for Item:

### 12. Council Discussion and Approval of a Resolution to Authorize the Extension of Service Agreement with Croft & Associates—Planning and Community Development Department

### **Background/History:**

In 2020, the City engaged Croft & Associates to provide on an as-needed basis technical, professional, architectural, and engineering design services for various City projects as broadly described in the original Scope of Services for Architectural and Engineering Design Services for the City of Forest Park.

The initial term of the Service Agreement for On-Call Services between the City and Croft & Associates expired November 16, 2023. The City has the right to renew this Service Agreement for one additional two-year term. Based on the high level of satisfaction with their work, the Department of Planning and Community Development is requesting approval of the renewal.



Approval of the resolution extending their contract.

FORESTPARK		City	Counci	<u>Ι Ας</u>	<u>jend</u>	<u>a Item</u>
Subject:	<b>Discussion to Authorize Ext</b> Department of Planning & Cor		_	with (	Croft & As	ssociates –
Submitted By:	James Shelby					
Date Submitted:	November 29, 2023					
Work Session Date:	December 4, 2023					
Council Meeting Date	e: December 4, 2023					
Background/History:,	1					
and engineering design	ged Croft & Associates to provide n services for various City project neering Design Services for the	cts as broadly d	lescribed in the			
November 16, 2023. T	Service Agreement for On-Call he City has the right to renew this satisfaction with their work, the the renewal.	s Service Agree	ement for one ad	lditiona	ıl two-year	r term. Based
Cost: Variable based	d on task orders		Budgeted for:	Х	Yes _	No No
Financial Impact: Proj	ject Specific					
Action Requested fro	om Council:					

### RESOLUTION NO.

### A RESOLUTION TO AUTHORIZE EXTENSION OF CONTRACT WITH CROFT & ASSOCIATES

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

WHEREAS, the City proposes to extend its existing contract with Croft & Associates;

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

**SECTION 1. Approval of Vendor.** The extension of the contract with Croft & Associates as presented to the Council on December 4, 2023 is hereby approved by the City Council so that the contract shall be extended for an additional two (2) years.

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

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

### SO RESOLVED this 4<sup>th</sup> day of December, 2023.

		Angelyne Butler, Mayor
ATTEST:		
City Clerk	(SEAL)	
APPROVED AS TO FORM:		
City Attorney		-

### File Attachments for Item:

13. Council Discussion and Approval of a Resolution to Authorize the Extension of a Service Agreement with Falcon Design – Planning and Community Development Department

### **Background/History:**

In 2020, the City engaged Falcon Design to provide on an as-needed basis technical, professional, architectural and engineering design services for various City projects as broadly described in the original Scope of Services for Architectural and Engineering Design Services for the City of Forest Park.

The initial term of the Service Agreement for On-Call Services between the City and Falcon Design expired November 16, 2023. The City has the right to renew this Service Agreement for one additional two-year term. Based on the high level of satisfaction with their work, the Department of Planning and Community Development is requesting approval of the renewal.



FORESTPARK		City Council A	<u>genda</u>	<u>a Item</u>
Subject:	Discussion to Authorize Ext Department of Planning & Cor	tension of Service Agreement with mmunity Development	Falcon Des	sign –
Submitted By:	James Shelby			
Date Submitted:	November 29, 2023			
Work Session Date:	December 4, 2023			
Council Meeting Date	e: December 4, 2023			
Background/History:	1			
engineering design se		an as-needed basis technical, profess as broadly described in the original City of Forest Park.		
November 16, 2023. T	The City has the right to renew this satisfaction with their work, the	all Services between the City and s Service Agreement for one additional Department of Planning and Comm	al two-year	term. Based
Cost: Variable based	d on task orders	Budgeted for: X	Yes _	No
Financial Impact: Pro	ject Specific			
Action Requested fro	om Council:			
Approval of the resolut	tion extending their contract.			

### RESOLUTION NO.

### A RESOLUTION TO AUTHORIZE EXTENSION OF CONTRACT WITH FALCON DESIGN CONSULTANTS

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

WHEREAS, the City proposes to extend its existing contract with Falcon Design Consultants, LLC;

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

**SECTION 1. Approval of Vendor.** The extension of the contract with Falcon Design Consultants, LLC as presented to the Council on December 4, 2023 is hereby approved by the City Council so that the contract shall be extended for an additional two (2) years.

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

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

### SO RESOLVED this 4<sup>th</sup> day of December, 2023.

		Angelyne Butler, Mayor
ATTEST:		
	(SEAL)	
City Clerk	- ( /	
APPROVED AS TO FORM:		
City Attorney		-

### File Attachments for Item:

**14.** Council Discussion and Approval of a Resolution to Authorize the Extension of a Service Agreement with Precision Planning – Planning and Community Development Department

### **Background/History:**

In 2020, the City engaged Precision Planning to provide on an as-needed basis technical, professional, architectural, and engineering design services for various City projects as broadly described in the original Scope of Services for Architectural and Engineering Design Services for the City of Forest Park.

The initial term of the Service Agreement for On-Call Services between the City and Precision Planning expired November 16, 2023. The City has the right to renew this Service Agreement for one additional two-year term. Based on the high level of satisfaction with their work, the Department of Planning and Community Development is requesting approval of the renewal.



Approval of the resolution extending their contract.

FORESTPARK	City Council Agenda Item					
Subject:	Discussion to Authorize Extension of Service Agreement with Precision Planning Department of Planning & Community Development				Planning –	
Submitted By:	James Shelby					
Date Submitted:	November 29, 2023					
Work Session Date:	December 4, 2023					
Council Meeting Date	e: December 4, 2023					
Background/History:,	1					
and engineering design	ged Precision Planning to provion n services for various City proje neering Design Services for the	ects as broadly o	described in the			
November 16, 2023. T	Service Agreement for On-Ca The City has the right to renew the satisfaction with their work, the the renewal.	nis Service Agre	ement for one a	additional	two-year	term. Based
Cost: Variable based	d on task orders		Budgeted fo	r: <u>X</u>	Yes _	No No
Financial Impact: Proj	ject Specific					
Action Requested fro	om Council:					

### RESOLUTION NO.

### A RESOLUTION TO AUTHORIZE EXTENSION OF CONTRACT WITH PRECISION PLANNING

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

WHEREAS, the City proposes to extend its existing contract with Precision Planning, Inc.;

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

**SECTION 1. Approval of Vendor.** The extension of the contract with Precision Planning, Inc. as presented to the Council on December 4, 2023 is hereby approved by the City Council so that the contract shall be extended for an additional two (2) years.

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

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

### SO RESOLVED this 4<sup>th</sup> day of December, 2023.

ATTEST:		Angelyne Butler, Mayor
City Clerk	(SEAL)	
APPROVED AS TO FORM:		
City Attorney		

### File Attachments for Item:

**15. Council Discussion and Approval to Purchase Five (5) Police Cars for the Police Department**Police Department

### **Background/History:**

Historically, vehicle acquisitions were tailored to meet staffing needs, but due to the recent decrease in vacancies, the existing fleet does not align with the current requirements. At present, the Police Department has five (5) unfilled positions, marking the lowest vacancy rate in the past fifteen (15) years.

Consequently, the Forest Park Police Department is aiming to procure five (5) Ford Explorers at a total cost of \$235,157.00 from Local Forfeitures. This investment is intended to address immediate vehicle needs, align with the current staffing levels, and contribute to the overarching mission of the police department.



FÖRESTPARK		city Council A	<u>Ageno</u>		tem
Subject:	Discussion and Approval for 5 Vehicles				
Submitted By:	Brandon L. Criss, Chief of Police				
Date Submitted:	November 28, 2023				
Work Session Date:	December 4, 2023				
Council Meeting Date	December 4, 2023				
decrease in vacand the Police Departm fifteen (15) years. Consequently, the l a total cost of \$23	e acquisitions were tailored to noises, the existing fleet does not aliquent has five (5) unfilled positions,  Forest Park Police Department is 35,157.00 from Local Forfeiture; needs, align with the current staff e department.	gn with the current request was marking the lowest vata aiming to procure five s. This investment is	uirements cancy rat (5) Ford intended	Explo	resent, ne past orers at ddress
Cost: \$ 235,157.000		Budgeted for:	Yes	Х	No
Financial Impact:					
Action Requested from	m Council:				
Discussion and Vote					



413 Industrial Blvd McDonough, GA 30253

Cell - 407-274-3967

Office: 770-914-2800

DATE: 11/19/23

BILL TO

FOR

Forest Park Police Dept

Details		AMOUNT
2023 Ford Explorer XLT - VIN-PGB87683		\$39,953.00
2023 Ford Explorer XLT - VIN-PGB90667		\$46,700.00
2023 Ford Explorer XLT - VIN-PGB33563		\$45,900.00
2023 Ford Explorer XLT - VIN -PGC07174		\$50,504.00
2023 Ford Exploer Limited - Vin-PGB45935		\$52,100.00
	SUBTOTAL	\$235,157.00
	TAX RATE	0.00%
	OTHER	\$0.00
	TOTAL	\$235,157.00

If you have any questions concerning this invoice, use the following contact information:

Ali Bhojani, 407-274-3967, abhojani@legacyford.com

### THANK YOU FOR YOUR BUSINESS!

Approved by:
Date:
Signiture:

RESOLUTION NO.
----------------

### A RESOLUTION TO AUTHORIZE THE PURCHASE OF ADDITIONAL VEHICLES FOR THE POLICE DEPARTMENT

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

WHEREAS, the City proposes to authorize the Police Department to purchase five additional vehicles;

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

**SECTION 1. Approval of Purchase.** The purchase of five additional vehicles for the Police Department as presented to the City Council on December 4, 2023 is hereby approved by the City Council.

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

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

### SO RESOLVED this 4<sup>th</sup> day of December, 2023.

	Angelyne Butler, Mayor	
ATTEST:		
City Clerk	(SEAL)	
APPROVED AS TO FORM:		
City Attorney		

### File Attachments for Item:

**16.** Council Discussion and Approval to purchase Fifteen (15) Dell Laptop in the amount of \$25,396.50-Police Department

### **Background/History:**

Due to outdated and insufficient computers, the police department is seeking to purchase fifteen (15) Dell Laptops, which can offer the functionality and flexibility needed to perform work tasks effectively.

With approval, the purchase will be funded by Redspeed in the amount of \$25,396.50.



## **City Council Agenda Item**

Subject:	Subject: Dell Laptop Purchase			
Submitted By:	Brandon L. Criss, Chief of Police			
Date Submitted:	November 27, 2023			
Work Session Date:	December 4, 2023			
Council Meeting Date:	December 4, 2023			
Background/History:  Due to outdated and insufficient computers, the police department is seeking to purchase 15 Dell Laptops.				
Cost: \$ \$25,396.50	Budgeted for: Yes X No			
Financial Impact: With approval, the purchase will be funded by Redspeed.				
Action Requested from Council:				
Discussion and Vote				





Hardware

Software

Services

IT Solutions

Brands

Research Hub

## **QUOTE CONFIRMATION**

### SHONDRA CARTER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. <u>If</u> you are an eProcurement or single sign on customer, please log into your system to access the CDW site. You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

## **Convert Quote to Order**

Thank you.

ACCOUNT MANAGER NOTES:

Adam Bruno 312-705-0710 adabrun@cdwg.com

adabrun@cdwg.com

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NQHK513	11/8/2023	30X DELL LAT 5430 + 3YR ADH	4168989	\$50,793.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Dell Latitude 5430 Rugged - 14" - Intel Core i5 - 1145G7 - vPro - 16 GB RAM	30	6907773	\$1,549.17	\$46,475.10
Mfg. Part#: M7WND				
Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)				
CDW 3 Year Standard+ Product Protection-Laptop-Device Value \$2000-\$2499.99	30	6027541	\$143.93	\$4,317.90
Mfg. Part#: CDW2500LAPSTAD36D				
Electronic distribution - NO MEDIA				
Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)				

GRAND TOTAL	\$50,793.00
SALES TAX	\$0.00
SHIPPING	\$0.00
SUBTOTAL	\$50,793.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: FOREST PARK POLICE DEPT ACCTS PAYABLE 320 CASH MEMORIAL BLVD FOREST PARK, GA 30297-2666 Phone: (404) 366-7280 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: FOREST PARK POLICE DEPT 320 CASH MEMORIAL BLVD FOREST PARK, GA 30297-2666 Phone: (404) 366-7280 Shipping Method: UPS Ground (2- 3 Day)
	Please remit payments to:

CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



## **Sales Contact Info**

**Adam Bruno** | (877) 325-6613 | <u>adabrun@cdwg.com</u>

# Need Help? My Account Support Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <a href="http://www.cdwg.com/content/terms-conditions/product-sales.aspx">http://www.cdwg.com/content/terms-conditions/product-sales.aspx</a>

For more information, contact a CDW account manager

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## RESOLUTION NO.

## A RESOLUTION TO AUTHORIZE THE PURCHASE OF LAPTOP COMPUTERS FOR THE POLICE DEPARTMENT

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

WHEREAS, the City proposes to authorize the Police Department to purchase fifteen laptops;

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

**SECTION 1. Approval of Purchase.** The purchase of fifteen laptop computers for the Police Department as presented to the City Council on December 4, 2023 is hereby approved by the City Council.

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

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

## SO RESOLVED this 4<sup>th</sup> day of December, 2023.

	Angelyne Butler, Mayor	
ATTEST:		
City Clerk	(SEAL)	
APPROVED AS TO FORM:		
City Attorney		

## File Attachments for Item:

## **17. Council Discussion and Approval to Transfer a Service Weapon-** Police Department

## **Background/History:**

Pursuant to the hire incentive approved by Mayor and Council, an employee who has reached twenty-five (25) years of service is privy to his/her own service weapon.

The Forest Park Police Department requests the transfer of Glock 22 Gen 4, 40-caliber (Serial# AFSX220) to Curtis Averhart who retired on 07/21/2021 with twenty-five (25) years of service to the department. There is no cost associated with this transfer.



## **City Council Agenda Item**

Subject:	Transfer of Service Weapon		
Submitted By:	Brandon L. Criss, Chief of Police		
Date Submitted:	November 27, 2023		
Work Session Date:	December 4, 2023		
Council Meeting Date:	December 4, 2023		
Background/History:  Pursuant to hire incentive approved by Mayor and Council, an employee who has reached 25 years of service is privy to his/her service weapon.			
<b>Cost:</b> \$ 0.00	Budgeted for: Yes No		
Financial Impact: NA			
Action Requested from Council:			
	December 2011 - 100 Company (Control # AFOY000) to		

### File Attachments for Item:

18. Council Discussion and Approval to enter a contract for Task Order No. 2023.02 with Falcon Design for the Construction Drawings for Waldrop Dr. Curbs and Sidewalks in the amount of \$40,000- Public Works Department

## **Background/History:**

The Public Works Department is seeking the approval of council for Task Order No.2023.02 in the amount of \$40,000 to enter a contract with Falcon Designs for the construction drawings of the new sidewalk and curb along Waldrop Dr.

Funding will come from the American Rescue Fund.

Once all parties have signed the contract with Falcon Designs to begin the construction drawings, we will then be closer to a start date.



## **City Council Agenda Item**

F∆KF215VKK	City Council Agenda item
Subject:	Council Discussion and Approval to enter a contract for Task Order No. 2023.02 with Falcon Design for the Construction Drawings for Waldrop Dr. Curbs and Sidewalks in the amount of \$40,000- Public Works Department
Submitted By:	Bobby Jinks
Date Submitted:	November 28, 2023
Work Session Date:	December 4, 2023
Council Meeting Date	e: December 4, 2023
Background/History:	
the amount of \$40	Department is seeking the approval of council for Task Order No.2023.02 in ,000 to enter a contract with Falcon Design for the construction drawings of and curb along Waldrop Dr.
Funding will come	from the American Rescue Fund.
•	ave signed the contract with Falcon Designs to begin the construction hen be closer to a start date.
Cost: \$ 40,000	Budgeted for: X Yes No
Financial Impact:	

Action Requested from Council:

## RESOLUTION NO.

## A RESOLUTION TO AUTHORIZE A TASK ORDER FOR THE CONSTRUCTION DRAWINGS OF THE NEW SIDEWALK AND CURB ALONG WALDROP DRIVE

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

WHEREAS, the City proposes to approve a task order for the construction drawings of the new sidewalk and curb along Waldrop Drive;

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

**SECTION 1. Approval of Task Order.** Task Order FDC 2023.02 from Falcon Design Consultants for the construction drawings of the new sidewalk and curb along Waldrop Drive as presented to the City Council on December 4, 2023 is hereby approved by the City Council.

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

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

## SO RESOLVED this 4<sup>th</sup> day of December 2023.

		Angelyne Butler, Mayor
ATTEST:		
	(SEAL)	
City Clerk		
APPROVED AS TO FORM:		
City Attorney		-



WALDROP DRIVE - SIDEWALK AND STORM DRAINAGE IMPROVEMENTS





## Task Order FDC 2023.02

To: City of Forest Park Date: November 2, 2023

745 Forest Pkwy. From: Falcon Design Consultants, LLC

Forest Park, GA 30297

Attn: Mr. Bobby Jinks

Project: Waldrop Drive Sidewalk and Drainage Improvements

TO No.: FDC 2023.02

### **Background Information and Project Scope**

<u>Falcon Design Consultants, LLC</u> has prepared this Task Order (TO) to assist the City of Forest Park with a topographic design survey, underground utility locate, construction documents and drawings, bid assistance, and construction management for sidewalk and drainage improvements on the east side of Waldrop Drive in Forest Park from North Avenue to Catherine Street. This project is approximately 1,800 L.F.

### Task - A. Topographic Design Survey

- Work to be performed using a 2-man crew for topographic data as required from the intersection of North Avenue and Waldrop Drive to the intersection of Waldrop Drive and Catherine Street.
- Resolution of existing roadway Right-of-Ways.

### Task - B. Underground Utility Locate

- Underground utility locate for Waldrop Drive performed by MC UTILITY SURVEYING, LLC as a sub-consultant to FDC.
- FDC Survey crew will field locate the painted underground utilities identified by the utility locate.

#### Task - C. Construction Documents

Construction plans and specifications suitable for obtaining a land disturbance permit from the City of Forest Park, Georgia. These plans will typically include the following:

- General Site Plan
- Grading and Drainage Plan
- Utility Plan
- Storm Drain Profiles
- Erosion Control Plan
- Construction Details

### Task - D. Bid Assistance

- Prepare Contract Documents and Technical Specifications for the project suitable for bidding by the City's Procurement Department.
- Assist the City's Procurement Department with conducting a Pre-Bid meeting for the project.
- Assist the City's Procurement Department with responses to written questions for the project.
- Assist the City's Procurement Department with developing project addendums as required.
- Assist the City's Procurement Department with bid opening.
- Develop a Bid Tabulation sheet for the project.
- Assist the City's Procurement Department with issuing the contract.
- Review bidder's references and provide recommendation of award to the City as requested by the City's Procurement Department.



## Task Order FDC 2023.02

### Task - E. Construction Management

- Conduct a formal project Preconstruction Conference.
- Meet with Owner and Contractor for progress meetings as required and develop meeting minutes as required for project documentation.
- Coordinate all design intent issues regarding Contract Drawings and Technical Specifications.
- Conduct reviews of construction activity as required for compliance with Contract Drawings and Technical Specifications, construction standards, current schedule, and equipment testing and training.
- Maintain periodic photographic records for construction activities observed during on-site visits.
- Development of a project Submittal Log and assist as needed with submittal distribution to the appropriate review professional and assist in maintaining the required schedule for all submissions.
- Development a project RFI Log and assist with the coordination of responses for all questions, distributing to the appropriate professional and maintaining the required schedule for all responses.
- Review and make recommendations for payment of all pay applications, coordinate with the Owner all Change Order requests.
- Provide Value Engineering Analysis on an as required for project components related to cost and time savings.
- Development of project Punch Lists in accordance with the Contract Documents.
- Provide verifications of milestone documentation for Substantial Completion and Final completion of the project.

#### Task - F. Easement Exhibits

• Provide exhibits for permanent and/or temporary easements as required for the construction of proposed improvements and as directed by the City of Forest Park.

#### **Fee Estimate**

The budget below includes staff time and expenses necessary to perform the scope of work outlined above. This budget is for the scope of work referenced above.

<u>Design Services:</u>		Estimated Budget	
A.	Topographic Design Survey:		\$8,000.00
B.	Underground Utility Locate:		\$3,000.00
C.	Construction Documents:		\$18,000.00
D.	Bid Assistance:		\$5,000.00
E.	Construction Management:		\$6,000.00
		TOTAL FFF	\$40,000,00

#### Additional Services as Required:

F. Easement Exhibits: (as required and directed by the City of Forest Park) \$500.00 EA.

Additional services as requested, which are not included in this task order as defined by the scope of work, will be treated as extra work. The Owner will be given notice of any additional services requested by the Owner's Staff to complete the project.

Item #18.



## Task Order FDC 2023.02

### **Authorized:**

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

## <u>AUTHORIZATION TO PROCEED – THIS TASK ORDER ONLY</u>

<u>Using Department – Public Works</u>	
Authorized by:	Title: Public Works Director
Print Name: Bobby Jinks	Date:
Approved for Funding	
Authorized by:	Title:
Print Name:	Date:
Budget Line Item #	Project #



WALDROP DRIVE - SIDEWALK AND STORM DRAINAGE IMPROVEMENTS