



CITY COUNCIL WORK SESSION

Monday, October 03, 2022 at 6:00 PM
Council Chambers and YouTube Livestream

MISSION STATEMENT

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

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 Dabouze Antoine

The Honorable Hector Gutierrez

The Honorable Latresa Akins-Wells

The Honorable Allan Mears

Dr. Marc-Antonie Cooper, City Manager

S. Diane White, City Clerk

Mike Williams, City Attorney

AGENDA

VIRTUAL NOTICE

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

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

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

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

CALL TO ORDER/WELCOME:

ROLL CALL - CITY CLERK:

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

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

PRESENTATION(S):

1. **Update on Rental Assistance Program – Chief Executive Office**

Background/History:

On September 7, 2021, the City Council approved the City Edge Project to administer the city's rental assistance program for residents. The City Council set aside \$400,000 of fund from the 2021 American Rescue Program Funds to be administered under a fast-track rental program to help residents negatively affected by the pandemic stay in their homes.

NEW BUSINESS:

- 2. De-Annexation Request of Parcel# 13014D A002Z – Department of Planning & Community Development**

Background/History:

The applicant is requesting to de-annex parcel# 13014D A002Z, currently located in the City of Forest Park on Conley Road, to combine the subject property with an adjacent parcel owned by the applicant that is currently in unincorporated Clayton County. The subject property is currently undeveloped and is 0.96 acres.

This is for PUBLIC HEARING at the regular meeting.

- 3. LIGHT PACKAGE FOR TRAINING CHIEF VEHICLE– Fire & EMS Department**

Background/History:

FPPD would like to purchase an Emergency & Siren light package from ProLogic ITS. The FPPD command staff vehicles are required to have emergency lights & sirens. The cost of this package on this particular vehicle is \$10,531.23. We would like to purchase from the Fire Hose funding account 100-61-3520-53-1133. The vendor that has been selected is based upon the FPPD has been utilizing this vendor for a number of years. Their cost is very competitive (actually lower) than Dana Safety and the turn-around time for the service is very short.

Fund: 100-61-3520-53-1133 Amount \$10,531.23

- 4. Council Consideration of an Intergovernmental Agreement with the DDA-Legal**

Background/History:

The staff is recommending that the City enter into an intergovernmental agreement with the DDA to memorialize the operating relationship between it and the City.

The agreement outlines the obligations of the City with respect to staff support for the DDA and the DDA's use of city facilities. It also provides that the DDA is responsible for its own financial management of its affairs.

This agreement is an update of the existing IGA that was agreed to between the Development Authority and the City in 2018.

- 5. Council Consideration of an Intergovernmental Agreement with the URA - Legal**

Background/History:

The staff is recommending that the City enter into an intergovernmental agreement with the URA to memorialize the operating relationship between it and the City.

The agreement outlines the obligations of the City with respect to staff support for the URA and the URA's use of city facilities. It also provides that the URA is responsible for its own financial management of its affairs.

This agreement is an update of the existing IGA that was agreed to between the Development Authority and the City in 2018.

6. Council discussion 2nd Round of ARPA Funding – Chief Executive Offices

Background/History:

The City of Forest Park received its second round of American Rescue Plan Funds from the US Treasury. Attached are several on-going city initiatives that have already been funded, and that staff is recommending for funding to further progress the city.

The City Manager is seeking direction from Mayor and City Council on actions to be taken in order to determine how these funds should be appropriated.

7. Council Consideration of Pay Increase for Council - Legal

Background/History:

It has been proposed that the City code be amended to provide for an increase in compensation for the members of the governing authority. The proposed ordinance will provide that said increase for Councilmembers be to \$38,635.56 annually and Mayor be to \$55,000 annually. If approved, it will become effective January 2024.

As required by law, ads giving notice of this proposed increased were run on Wednesday, September 14, 2022, Wednesday, September 21, 2022, and Wednesday, September 28, 2022.

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

ADJOURNMENT:

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

File Attachments for Item:**1. Update on Rental Assistance Program – Chief Executive Office****Background/History:**

On September 7, 2021, the City Council approved the City Edge Project to administer the city's rental assistance program for residents. The City Council set aside \$400,000 of fund from the 2021 American Rescue Program Funds to be administered under a fast-track rental program to help residents negatively affected by the pandemic stay in there homes.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Update on Rental Assistance Program – Chief Executive Office

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: September 27, 2022

Work Session Date: October 03, 2022

Council Meeting Date: October 03, 2022

Background/History:

On September 7, 2021, the City Council approved the City Edge Project to administer the city's rental assistance program for residents. The City Council set aside \$400,000 of fund from the 2021 American Rescue Program Funds to be administered under a fast-track rental program to help residents negatively affected by the pandemic stay in their homes.

Cost: \$ 0

Budgeted for: X Yes No

Financial Impact:

N/A

Action Requested from Council:

N/A

An isometric illustration of a city with various buildings, roads, trees, and a central park area. The text 'City Edge Project' is overlaid in the center.

City Edge Project

Fast Track Rental Assistance Program

City Edge Project

Fast Track Rental Assistance Program - Start Date Dec 1, 2021

Comparison Chart - \$400,000

[illegible]

	Rental Assistance	Beginning Balance		Admin Fees	Beginning Balance	Pending Applications
		\$300,000.00			\$100,000.00	49
Dec	\$ 28,903.39	\$271,096.61	Dec	\$7,166.67	\$92,833.33	There is a total of 49 pending applications.
Jan	\$ 46,801.63	\$224,294.98	Jan	\$7,166.67	\$85,666.66	
Feb	\$ 31,303.00	\$192,991.98	Feb	\$7,166.67	\$78,499.99	33 out of 49 has not sent in any paperwork.
Mar	\$ 49,675.49	\$143,316.49	Mar	\$7,166.67	\$71,333.32	
Apr	\$ 28,703.00	\$114,613.49	Apr	\$7,166.67	\$64,166.65	The 16 that are remaining, we are missing documents either from the tenant or landlord to complete the process.
May	\$ 33,733.00	\$80,880.49	May	\$7,166.67	\$56,999.98	
June	\$ 26,527.00	\$54,353.49	June	\$7,166.67	\$49,833.31	
July	\$ 28,504.39	\$25,849.10	July	\$7,166.67	\$42,666.64	
Aug	\$ 19,868.00	\$5,981.10	Aug	\$7,166.67	\$35,499.97	
			Sept	\$7,166.67	\$28,333.30	

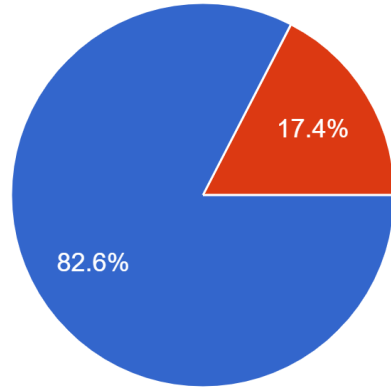
There is a total of 49 pending applications.

33 out of 49 has not sent in any paperwork.

The 16 that are remaining, we are missing documents either from the tenant or landlord to complete the process.

Are you renting an apartment?

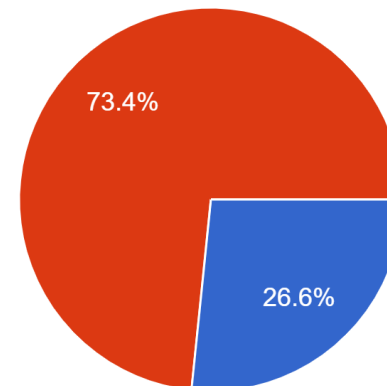
402 responses



● Yes
● No

Are you renting a home?

402 responses

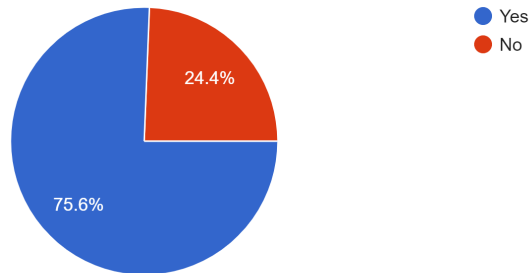


● Yes
● No

Number of people affected by Covid

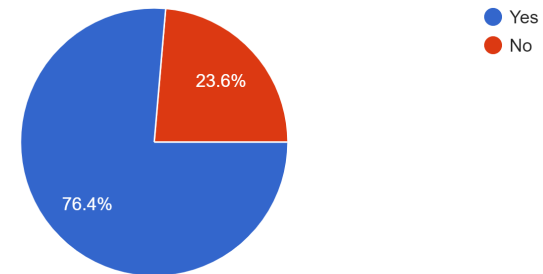
Were you out of work due to Covid-19 affecting you or a family member living in the home?

402 responses



Was anyone in your household affected by Covid-19 that caused a hardship on the household finances?

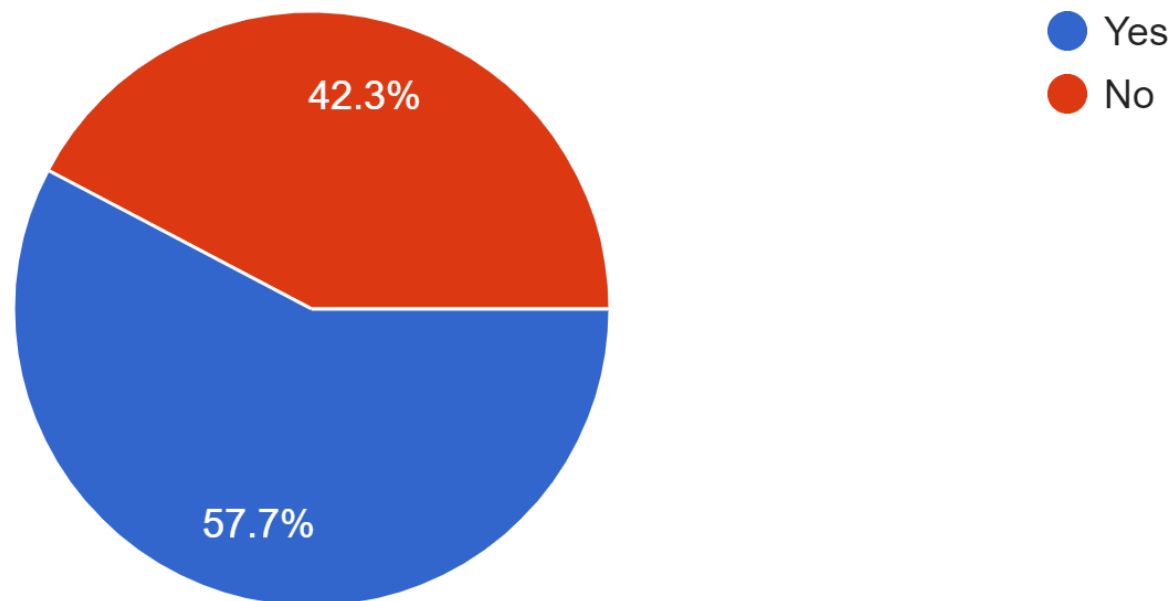
402 responses



Are you currently employed?

402 responses

Item #1.



The 42.3% that are not employed receives



- Unemployment
- Child Support
- Social Security
- Disability

File Attachments for Item:

2. De-Annexation Request of Parcel# 13014D A002Z – Department of Planning & Community Development

Background/History:

The applicant is requesting to de-annex parcel# 13014D A002Z, currently located in the City of Forest Park on Conley Road, to combine the subject property with an adjacent parcel owned by the applicant that is currently in unincorporated Clayton County. The subject property is currently undeveloped and is 0.96 acres.

This is for PUBLIC HEARING at the regular meeting.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: De-Annexation Request of Parcel# 13014D A002Z – Department of Planning & Community Development

Submitted By: LaShawn Gardiner

Date Submitted: September 6, 2022

Work Session Date: October 3, 2022

Council Meeting Date: October 3, 2022

Background/History:

The applicant is requesting to de-annex parcel# 13014D A002Z, currently located in the City of Forest Park on Conley Road, to combine the subject property with an adjacent parcel owned by the applicant that is currently in unincorporated Clayton County. The subject property is currently undeveloped and is 0.96 acres.

Cost: \$

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

Financial Impact:

No financial impact

Action Requested from Council:

Council policy decision.



STAFF REPORT DE-ANNEXATION

City Council Date: October 3, 2022

APPLICANT INFORMATION

Owner of Record:

Name: The ORA Group, LLC
Address: 125 St. Gabriel Way
Fayetteville, GA 30215

Applicant:

Name: The ORA Group, LLC
Address: 125 St. Gabriel Way
Fayetteville, GA 30215

Proposed Request: The applicant is requesting to de-annex parcel # 13014D A002Z, currently located in the City of Forest Park on Conley Road, to combine the subject property with an adjacent parcel owned by the applicant that is currently in unincorporated Clayton County. The subject property is currently undeveloped and is 0.96 acres.

PROPERTY INFORMATION

Current Zoning: RS Single-Family Residential
Address: Conley Road
Acres: 0.962

Parcel: 13014D A002Z
Future Land Use: Office/Business

Additional Property Information: The subject property is approximately 48,674 square feet, and the assessed square footage of the property is 41,818 sq. ft. As of 2021, the assessed value of the property is \$4,400.00 and the market value is \$11,000.00.

ZONING CLASSIFICATIONS OF CONTIGUOUS PROPERTIES

North: RS (SF Residential)
East: RS (SF Residential)

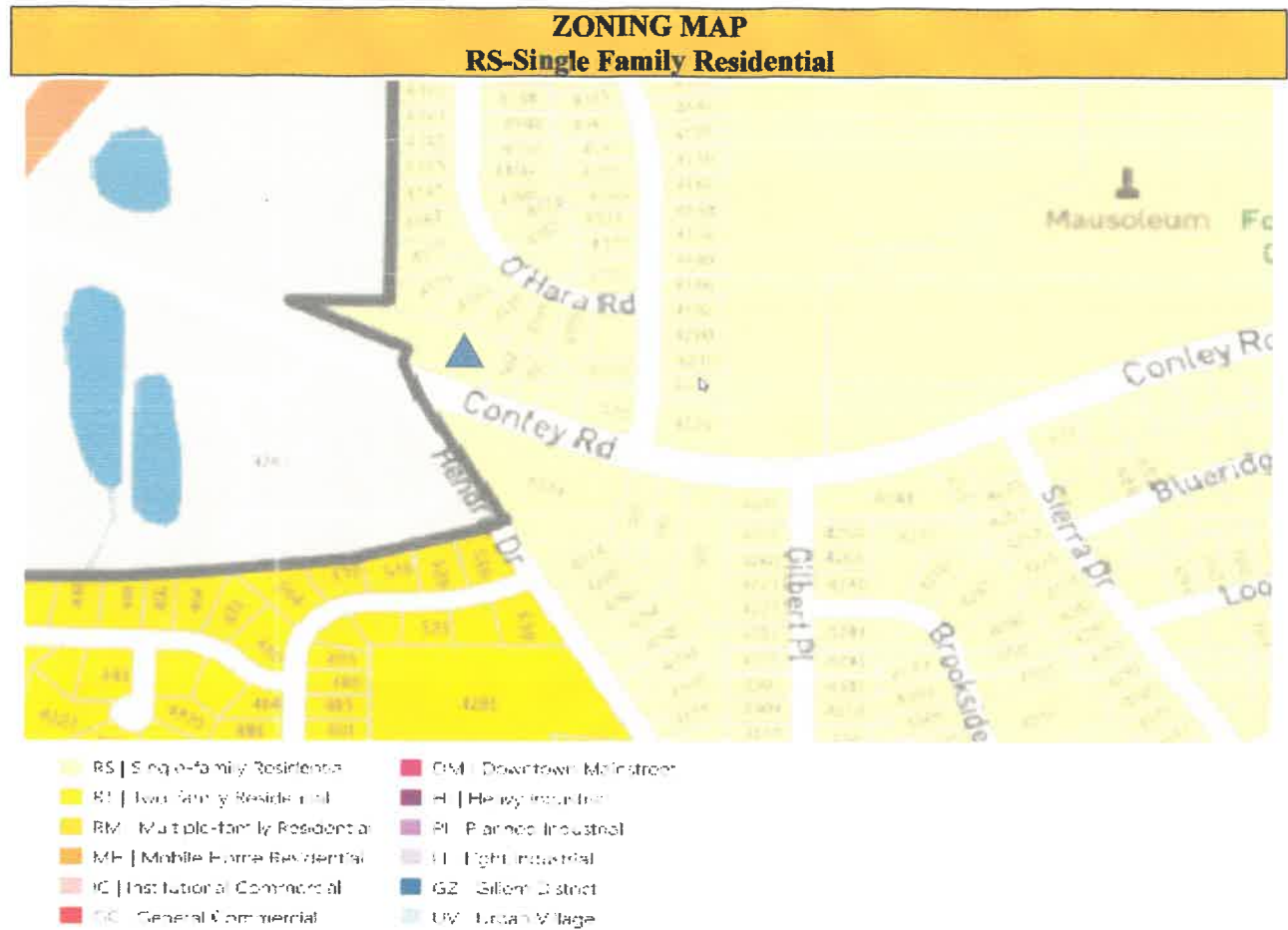
South: RS (SF Residential) & RM (MF Residential)
West: RS-110 (SF Residential)- Clayton County

PHOTO OF SITE FROM HENDRIX DRIVE & CONLEY ROAD

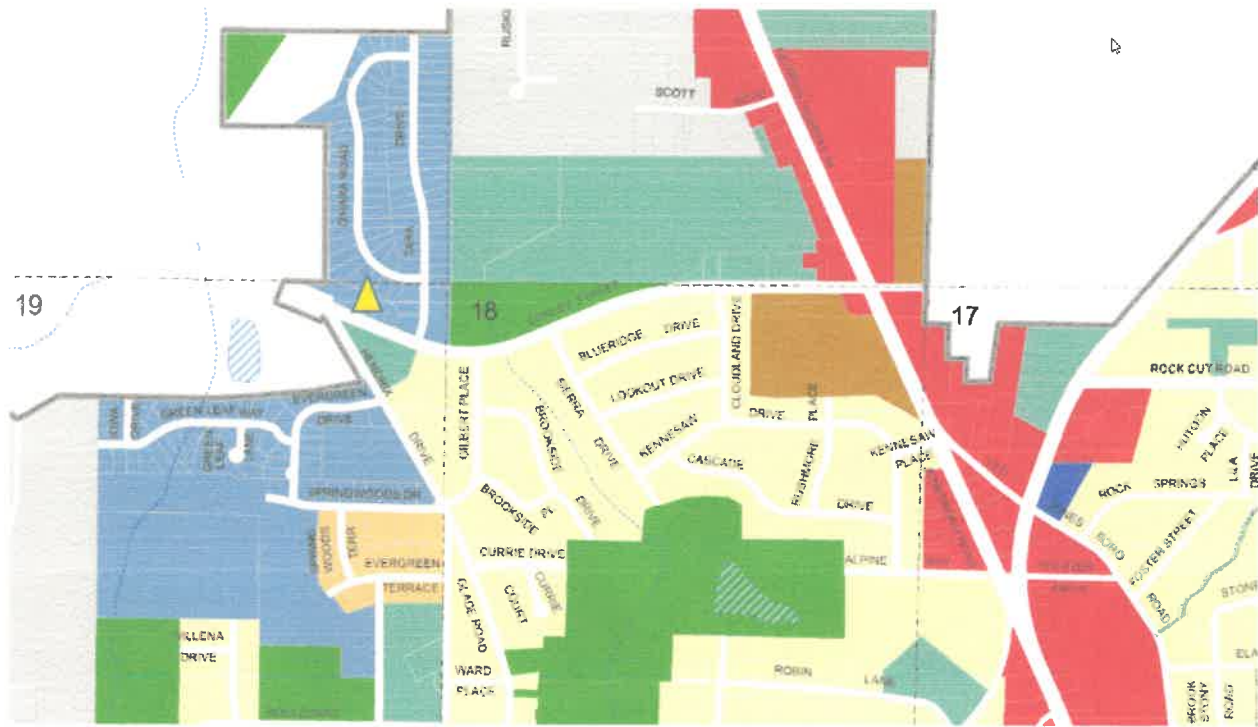


AERIAL MAP





FUTURE LAND USE MAP OFFICE/BUSINESS



Legend

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Office/Professional
- Office/Business
- Mixed-Use Office/Professional
- Mixed-Use Commercial
- Mixed-Use Transit Village
-

DE-ANNEXATION JUSTIFICATION

O.C.G.A. 36-36-22. De-annexation; authority; procedures; identification; status of lands.

Authority is granted to the governing bodies of the several municipal corporations of this state to de-annex an area or areas of the existing corporate limits thereof, in accordance with the procedures provided in this article and in Article 1 of this chapter, upon the written and signed applications of all of the owners of all of the land, except the owners of any public street, road, highway, or right of way, proposed to be de-annexed, containing a complete description of the lands to be de-annexed and the adoption of a resolution by the governing authority of the county in which such property is located consenting to such de-annexation. Lands to be de-annexed at

any one time shall be treated as one body, regardless of the number of owners, and all parts shall be considered as adjoining the limits of the municipal corporation when any one part of the entire body abuts such limits. When such application is acted upon by the municipal authorities and the land is, by ordinance, de-annexed from the municipal corporation, an identification of the property so de-annexed shall be filed with the Department of Community Affairs and with the governing authority of the county in which the property is located in accordance with Code Section 36-36-3. When so de-annexed, such lands shall cease to constitute a part of the lands within the corporate limits of the municipal corporation as completely and fully as if the limits had been marked and defined by local Act of the General Assembly.

Applicant Response:

On behalf of The ORA Group, LLC, I am requesting that the above referenced parcel be de-annexed from Forest Park. This request is being made in order to combine this parcel with the adjacent parcel also owned by The ORA Group (ID 13019A D015) shown on the map submitted with the de-annexation application. Having only one governing authority approving development decisions on what for practical purposes is one parcel will allow me much more flexibility to market and develop the property. This is especially important in light of the fact that the 0.962-acre parcel in Forest Park serves as a logical point to access the rest of the property. It is my hope that the Council will look favorably upon my request and allow the property to be de-annexed.

Staff Recommendation: Upon review and analysis of the subject property, the de-annexation of the 0.96-acre parcel will have no significant impact on the total tax digest of the city. Therefore, staff has no objection to the de-annexation request.

Property Detail Report for:



CONLEY RD, FOREST PARK, GA, 30297-

Owner Information:

Owner Name: **THE ORA GROUP LLC**
 Mailing Address: **125 ST GABRIEL WAY, FAYETTEVILLE, GA, 30215-5538**
 Vesting Code: Vesting Code Desc:
 Owner Type:

Location Information:

Legal Description:
 County: **CLAYTON** Parcel No. (APN): **13-014D- A0-02Z**
 FIPS Code: **13063** Alternative APN: **13014D A002Z**
 Census Trct/Blk: **040302 / 1** Legal Book/Page:
 Twnshp-Rnge-Sect: **--** Map Ref:
 Legal Land Lot: School District:
 Legal Block:
 Subdivision:

Last Market Sale Information:

Recording Date: **7/19/2019** New Construction:
 Sale Date: **7/19/2019** 1st Mtg Amount:
 Sale Price: **\$150,000** 1st Mtg Type:
 Price Per SF: 1st Mtg Doc No:
 Price Per Acre: **\$156,250** Sale Doc No:
 Deed Type: Transfer Doc No:
 Sale Type:
 Title Company:
 Lender:
 Seller Name:

Last Transfer of Ownership:

Recording Date: Book Number:
 Document Number: Page Number:
 Doc. Type:

Prior Sale Information:

Recording Date: Sale Type:
 Sale Date: Transfer Doc. No.:
 Sale Price: New Construction:
 Sale Doc. No.:
 Seller Name:
 Title Company:
 Lender:

Property Characteristics:

Building Area (SF): Total Rooms:
 No. of Units Bedrooms:
 No. of Stories: Bathrooms:
 Yr Built/Effective: / Basement:
 Condition: Basement Area (SF):
 Construction: Heat Type:
 Roof Type: **511085598_4296** Air Cond Type:
 Roof Material: Fireplace:
 Parking Spaces: **0**

Site Information:

Zoning: **R** Assessor Acreage: **0.96**
 County Use Code: **100** Calculated Acreage: **1.1174**
 County Use Code Desc: **RESIDENTIAL VACANT** Assessed Lot SF: **41,818**
 Land Use Code: **8001** Calculated Lot SF: **48,674**
 Land Use Desc: **RESIDENTIAL-VACANT LAND** Assessor Lot W/D: **10100 /**

Land Use Category: **VACANT LAND**
Topography:

Item #2.

Tax and Value Information:

Assessed Year:	2021	Market Value Year:	2021	Tax Year:	2021
Total Assd. Value:	\$4,400	Land Market Value:	\$11,000	Tax Rate Code:	3
Land Value:	\$4,400	Market Imprv. Value:		Property Tax:	\$153
Improvement Value:		Total Market Value:	\$11,000	Tax Exemption:	
Improvement %:		AVM Value:			

Hazard Information:

Flood Zone:		Wetland Type:	
Flood Panel:	13063C0038F	Wetland Classification:	
Flood Panel Date:	06/07/2017		

ORDINANCE NO. _____

AN ORDINANCE TO DE-ANNEX PROPERTY FROM THE CITY OF FOREST PARK, GEORGIA (PARCEL # 13014D A002Z) PURSUANT TO CHAPTER 36 TITLE 36 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FOREST PARK as follows:

SECTION 1: The area currently within the City of Forest Park as described in Exhibit A, which is attached hereto and incorporated herein as part of this ordinance, is hereby de-annexed from the City of Forest Park pursuant to the property owner's request and application.

SECTION 2: This ordinance shall become effective on _____, 2022.

SECTION 3: The City Attorney or Community Development Director of the City of Forest Park is instructed to send a report that includes certified copies of this ordinance, the name of the county in which the property being annexed is located and a letter from the city stating that the intent to add the annexed area to Census maps during the next survey and stating that the survey map will be completed and returned to the Census Bureau, Department of Community Affairs, and to the governing authority of Clayton County within thirty (30) days after the effective date of the annexation as set forth above in the Section 2.

SECTION 4: The City Attorney or Community Development Director of the City of Forest Park is also instructed per HB 1385 requiring municipalities that have de-annexed territory to file a report identifying any property annexed to the Department of Community Affairs (DCA), the Legislative and Congressional Reapportionment Office of the General Assembly, and the appropriate county-level government, and also include a digital shapefile (GIS file) of the (de) annexed area;

SECTION 5: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SO ORDAINED AND EFFECTIVE, this the 3rd day of October, 2022.

Angelyne Butler, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:**3. LIGHT PACKAGE FOR TRAINING CHIEF VEHICLE– Fire & EMS Department****Background/History:**

FPPD would like to purchase an Emergency & Siren light package from ProLogic ITS. The FPPD command staff vehicles are required to have emergency lights & sirens. The cost of this package on this particular vehicle is \$10,531.23. We would like to purchase from the Fire Hose funding account 100-61-3520-53-1133. The vendor that has been selected is based upon the FPPD has been utilizing this vendor for a number of years. Their cost is very competitive (actually lower) than Dana Safety and the turn-around time for the service is very short.

Fund: 100-61-3520-53-1133 Amount \$10,531.23

CITY OF FOREST PARK PURCHASE REQUISITION FORM

For purchases valued \$1,000-\$50,000

Department :	Fire Dept.	Requisition Date:	8/9/2022
--------------	------------	-------------------	----------

Explanation	
This Requisition is for:	Installation of Emergency response lights and siren for Fire Training Chief vehicle.
<input type="checkbox"/> Services	
<input checked="" type="checkbox"/> Goods	
<input type="checkbox"/> Public Works Construction	
<input type="checkbox"/> Other	
Justification for Request:	
See attached <u>7</u> page(s) or _____ line item(s) and attached specifications _____ pages	

Budget

If the Requisition is for a budgeted item provide the following:	
Budget Line Item:	100 61 3520 53 1133
Funds Available:	

Existing Vendor

If the requisition is to use or replace a current vendor of the City, provide the following:			
Current Vendor Name:	ProLogic ITS		
Current Vendor Number:		Contract Expiration Date:	

Solicitation

ALSO ATTACH SOLICITATION REQUEST FORM	
Estimated cost of goods or services:	\$10,531.23
Is cooperative purchase option available?	No
Date goods or services are needed:	ASAP

Signatures

Department Head Authorization:	<i>[Signature]</i>	Date:	9/9/2022
Purchasing Authorization:		Date:	
City Manager:		Date:	
Finance Director:		Date:	

Please complete, sign, and return this form to agetter@forestparkga.gov





TRANSFORMING
PRODUCTS AND
SERVICES INTO
SOLUTIONS

We have prepared a quote for you

Forest Park Fire/2022 1500/1

Quote # 002609
Version 1

Quote Prepared for:

Forest Park Fire Dept.-GA

David Halcombe
dhalcome@forestparkga.gov

Prepared by:

ProLogic ITS LLC

Melissa Sanchez
678-794-3924
Melissa.Sanchez@prologicits.com

2022 Silverado 1500 Crew Cab

Manufacturer Part Number	Description	Price	Qty	Ext. Price
C3RNRDC-60L-RW	60" Outliner, Left Wire Exit, Dual Color, Red/White Running Board	\$270.00	1	\$270.00
C3RNRDC-60R-RW	60" Outliner, Right Wire Exit, Dual Color, Red/White Running Board	\$270.00	1	\$270.00
RNRBKT-UNIV	Running Board Bracket Kit, Silverado Running Board	\$59.93	2	\$119.86
21-24135	PRO TRAXX 4 Oval Nerf Step Bars; Black Powdercoat Mild Steel Rocker Mount; Incl. Mount Kit And Hardware	\$271.51	1	\$271.51
SIFMJS-1660851401	SpectraLux ILS, Low Profile, Center Focused, Front Model, Split, Dual Color, Red/White with Take Down and Full Scene Capabilities, Silverado Front Windshield	\$762.20	1	\$762.20
CNSMJ8R-F1C	8 Head CN SignalMaster, Rear Model, Dual Color, Red/Amber with SignalMaster Capabilities Back Glass	\$607.32	1	\$607.32
SLB-SIL19ND	No Drill Rear Mounting Bracket, CN Signalmaster, 2019+ Silverado Back Glass	\$33.27	1	\$33.27
FHL-HL	Headlight Flasher	\$55.27	1	\$55.27
MPS62UX-RW	MicroPulse Ultra, 600 Series, Dual Color, Red/White 4 Grill, Rear Passenger Door / 12 Out	\$104.63	6	\$627.78
MPSM6-LB	MicroPulse Ultra, 600 Series, L-Bracket Grill	\$10.20	4	\$40.80
MPS62UX-RA	MicroPulse Ultra, 600 Series, Dual Color, Red/Amber Under Tail Gate / 8 Out	\$104.63	4	\$418.52
416900XZ-RW	LED Hide-A-Way, Dual Color, Red/White Reverse Light Housing / 4 Out	\$67.61	2	\$135.22
PF200R	Pathfinder Siren/Light Controller, Remote Mount	\$941.46	1	\$941.46
ES100C	100W Siren Speaker Inc. w/ Pathfinder	\$0.00	1	\$0.00
ESB-U	Universal Speaker Bracket Inc. w/ Pathfinder	\$0.00	1	\$0.00
RBKIT1	Single Rumbler Woofer	\$185.12	1	\$185.12

2022 Silverado 1500 Crew Cab

Manufacturer Part Number	Description	Price	Qty	Ext. Price
RB-U	Universal Mounting Kit for Rumbler	\$37.02	1	\$37.02
EXPMOD24	24 Port Expansion Module	\$189.02	1	\$189.02
425-6554	Wide Body Integrated Printek Brother Console	\$515.27	1	\$515.27
425-6659	Chevy Silverado "T1" 1500 (2019+) / Silverado 2500 (2020+) 28" Floor Plate Kit	\$138.65	1	\$138.65
425-0150	Mamba Mount	\$314.12	1	\$314.12
425-3704	ABS Dual Cup Holder Faceplate Mount (4")	\$37.75	1	\$37.75
425-6260	Armrest - Upper Structure (7.75" x 8" x 8")	\$45.74	1	\$45.74
425-6666	Federal Signal Pathfinder PF200R (Remote Head) - 3" Faceplate Inc. w/ Console	\$0.00	1	\$0.00
425-6295	APX6500 Remote Head 3" Faceplate Inc. w/ Console, (REMOTE HEAD RADIO MODEL)	\$0.00	1	\$0.00
425-6164	USB x 2 & 12V Power Outlets x2 in 2" Faceplate	\$68.96	1	\$68.96
MMSU-1	Magnetic Mic Single Kit	\$37.50	2	\$75.00
226130	BAKFlip G2 19-22 (New Body Style) Silv/Sierra (w/out CarbonPro Bed) 5'9"	\$763.37	1	\$763.37
TINT	Tint Front -2 Windows to Match Rear and Windshield Strip	\$150.00	1	\$150.00

2022 Silverado 1500 Crew Cab

Manufacturer Part Number	Description	Price	Qty	Ext. Price
Graphics	Forest Park Fire Rescue - Red/Gold Stripe Package Specs: Vehicle: 2022 Silverado 1500 Crew Cab Sets: 1 Printed Vinyl: 5100 White Refl Color: PMS 445 Laminate: 8518 Overlain Cut Vinyl: ORACAL® 383 Ultraleaf Gold Contour: Yes Mask: Yes Finishing: Installed Forest Park Fire Rescue - Rear Chevron Vehicle: 2022 Silverado 1500 Crew Cab Sets: 1 Size: 17.9"H x 59"W Cut Vinyl: 680CR Ruby Red Refl Mask: Yes Finishing: Installed	\$800.00	1	\$800.00
Bed Liner	Spray In Bed Liner	\$525.00	1	\$525.00

Subtotal: **\$8,398.23**

ProLogic Services

Manufacturer Part Number	Description	Price	Qty	Ext. Price
PRLOGICSVCS	Installation includes customer supplied radio and antenna as well as the list of items mentioned herein. All other parts and or equipment not listed will be subject to additional installation fees. Customer will be responsible for transporting vehicles to the installation facility unless otherwise noted. Let it be known, Installation Services will not be scheduled until all product arrives at the designated install facility.	\$1,679.00	1	\$1,679.00

ProLogic Services

Manufacturer Part Number	Description	Price	Qty	Ext. Price
Shop Supplies	Shop Supplies	\$89.00	1	\$89.00

Subtotal: **\$1,768.00**

Forest Park Fire/2022 1500/1

Prepared for:

Forest Park Fire Dept.-GA

2336 Anvilblock Road
Ellenwood, GA 30294
David Halcombe
(404) 608-2372
dhalcome@forestparkga.gov

Bill To:

Forest Park Fire Dept.-GA

David Halcombe
2336 Anvilblock Road
Ellenwood, GA 30294

Ship To:

Forest Park Fire Dept.-GA

David Halcombe
2336 Anvilblock Road
Ellenwood, GA 30294

Quote Information:

Quote #: 002609

Version: 1

Delivery Date: 08/26/2022

Expiration Date: 09/18/2022

Quote Summary

Description	Amount
2022 Silverado 1500 Crew Cab	\$8,398.23
ProLogic Services	\$1,768.00

Subtotal: **\$10,166.23**Shipping: **\$365.00**Total: **\$10,531.23**

*** Due to current supply chain constraints, ProLogic will invoice for all parts and or hardware upon receipt and in advance of scheduling services.

Taxes/ Labor/ Shop Supplies, will be invoiced upon completion***

Payment Terms: Net 30 Days. After 30 days, unpaid balances are subject to a 1.5% handling fee per month (18% annual). Warranty covers manufacturer defects only, excluding battery defects, unless explicitly stated herein. Dual-signed Scope of Work will be required prior to placing initial order.

Prices and tax rates are valid in the U.S only and are subject to change. Taxes represented in quotes are estimates and may vary from taxes reflected on invoice (based on physical ship-to address).

Sales/Use tax is a destination charge (i.e., based on physical ship-to address on purchase order). Please indicate your taxability status on your PO. If you are tax exempt, please include proper documentation. If you are not tax exempt, please calculate and include all applicable tax on your PO. Hardware cancellations may be subject to up to a 50% restocking fee.

See Terms and Conditions at www.prologicits.com/terms-conditions/

Quotes are valid for 30 days only and are subject to change without notice due to the imposition of new trade tariffs

Forest Park Fire Dept.-GA

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF
FORESTPARK

City Council Agenda Item

Subject: LIGHT PACKAGE FOR TRAINING CHIEF VEHICLE– Fire & EMS Department

Submitted By: Sandra Davis on behalf of Chief Latosha Clemons

Date Submitted: September 21, 2022

Work Session Date: October 3, 2022

Council Meeting Date: October 3, 2022

Background/History:

FPPD would like to purchase an Emergency & Siren light package from ProLogic ITS. The FPPD command staff vehicles are required to have emergency lights & sirens. The cost of this package on this particular vehicle is \$10,531.23. We would like to purchase from the Fire Hose funding account 100-61-3520-53-1133. The vendor that has been selected is based upon the FPPD has been utilizing this vendor for a number of years. Their cost is very competitive (actually lower) than Dana Safety and the turn-around time for the service is very short.

Cost: \$ 10,531.23

Budgeted for: _____ Yes ☒ No

Financial Impact: 100-61-3520-53-1133

Although this is not budgeted for, there is available funds in the above-mentioned account that will accommodate this purchase.

Action Requested from Council:

Approval from Council to purchase using Fire Hose fund

File Attachments for Item:**4. Council Consideration of an Intergovernmental Agreement with the DDA-Legal****Background/History:**

The staff is recommending that the City enter into an intergovernmental agreement with the DDA to memorialize the operating relationship between it and the City.

The agreement outlines the obligations of the City with respect to staff support for the DDA and the DDA's use of city facilities. It also provides that the DDA is responsible for its own financial management of its affairs.

This agreement is an update of the existing IGA that was agreed to between the Development Authority and the City in 2018.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Consideration of an Intergovernmental Agreement with the DDA-Legal

Submitted By: Michael Williams

Date Submitted: September 26, 2022

Work Session Date: October 3, 2022

Council Meeting Date: October, 2022

Background/History:

The staff is recommending that the City enter into an intergovernmental agreement with the DDA to memorialize the operating relationship between it and the City.

The agreement outlines the obligations of the City with respect to staff support for the DDA and the DDA's use of city facilities. It also provides that the DDA is responsible for its own financial management of its affairs.

This agreement is an update of the existing IGA that was agreed to between the Development Authority and the City in 2018.

Cost: \$ N/A

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

Financial Impact:

The DDA's existing obligation to supplement certain City salaries in the Department of Economic Development is included in this agreement.

Action Requested from Council:

Approval of the IGA.

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 DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK, GEORGIA (hereinafter referred to as the "DDA");

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

WHEREAS, the City and the DDA 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 DDA 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 DDA herein, the City may from time to time appropriate funds to be used by the DDA, 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 DDA, and the financial condition of the DDA, and when it is deemed prudent and necessary by the City's governing body, it shall appropriate additional funds for use by the DDA 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 DDA regarding the appropriate level of appropriation, and will, in all events, appropriate sufficient funds to meet all contractual obligations of the DDA assumed with the consent of the City.
- b. The DDA shall budget for and pay to the City the annual amount of \$_____ (i) to supplement certain salaries of the City's economic development staff, (ii) for use of City facilities and (iii) for all services provided to the DDA by 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 DDA agrees that it shall undertake the following activities whenever and wherever needed in the City, in coordination and cooperation with the City:

1. The DDA may enter into and execute any contracts, leases, mortgages, or other agreements, including agreements with bondholders or lenders, determined by the DDA 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 DDA 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 DDA.
2. From time to time, the DDA 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 DDA 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 DDA to utilize City Hall for its meeting and other operational purposes. The DDA shall also have reasonable access to staff time and resources to conduct its operations. The DDA shall appoint an Executive Director, who shall be responsible for the maintenance of all DDA minutes, records, contracts and other official documents, and for ensuring DDA compliance with State Law and City ordinances. The City Attorney shall provide legal support for the DDA unless an actual conflict prevents the City Attorney from doing so.

Included within the assignments herein, the DDA 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 DDA 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 DDA as called for by State law, its bylaws, and the Chairman thereof, including all necessary pre-meeting notices and arrangements, adequate circulation of agenda and related documents as directed by the DDA, sufficient places for assembly, appropriate security therefor, post-meeting formalities and all other lawful and necessary duties attendant for lawful assembly of the DDA;
 - iii. Properly oversee the management of all DDA assets, both tangible and intangible, and maintain all funds in appropriately, separately accounted for and secured accounts, and to manage, or arrange for the management of all real property assets of the DDA, including assisting the DDA 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;
 - iv. Arrange for the acquisition of officers' error and omissions insurance in appropriate amounts for DDA members.
- b. Except as provided in subsection c below, as part of City staff functions, the Executive Director will take charge of all DDA assets and property, and on behalf of the DDA 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 DDA. All such transfer of title or leasehold interest shall be approved by the DDA board. The DDA appoints the Executive Director as an agent of the DDA who is hereby authorized to take administrative actions in this regard on behalf of the DDA. The DDA shall be allowed to provide reasonable input into the selection of any brokers or consultants engaged for the DDA's benefit. The Executive Director shall deliver, at least quarterly, a report of activity of DDA property. No individual board member shall interfere with the duties and assignments tasked to the Executive Director unless authorized to do so by the DDA board.
- c. The DDA agrees that, except as expressly provided in any other agreement between the City, the DDA shall be responsible for its own financial management, including budgeting, annual audit review of all funds, operation of bank accounts and the fiscal management of all assets of the DDA.
- d. If the City has pledged its full, faith and credit for the repayment of any (i) outstanding bonds of the DDA or (ii) any other debt for which funds to pay such debt are obtained from income of the DDA derived from its bond transactions, the DDA hereby delegates to the City the right to make any decisions with respect to those bonds.
- f. The DDA 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: 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 DDA.
 - ii. Any security agreements between the DDA and the City.
 - iii. Any outstanding notes evidencing loans of funds from the City to the DDA.
- 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.
- l. 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 DDA 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

SIGNATURE PAGE
INTERGOVERNMENTAL AGREEMENT
CITY OF FOREST PARK/URBAN REDEVELOPMENT AGENCY

File Attachments for Item:**5. Council Consideration of an Intergovernmental Agreement with the URA - Legal****Background/History:**

The staff is recommending that the City enter into an intergovernmental agreement with the URA to memorialize the operating relationship between it and the City.

The agreement outlines the obligations of the City with respect to staff support for the URA and the URA's use of city facilities. It also provides that the URA is responsible for its own financial management of its affairs.

This agreement is an update of the existing IGA that was agreed to between the Development Authority and the City in 2018.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Consideration of an Intergovernmental Agreement with the URA-Legal

Submitted By: Michael Williams

Date Submitted: September 26, 2022

Work Session Date: October 3, 2022

Council Meeting Date: October, 2022

Background/History:

The staff is recommending that the City enter into an intergovernmental agreement with the URA to memorialize the operating relationship between it and the City.

The agreement outlines the obligations of the City with respect to staff support for the URA and the URA's use of city facilities. It also provides that the URA is responsible for its own financial management of its affairs.

This agreement is an update of the existing IGA that was agreed to between the Development Authority and the City in 2018.

Cost: \$ N/A

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

Financial Impact:

The URA's existing obligation to supplement certain City salaries in the Department of Economic Development is included in this agreement.

Action Requested from Council:

Approval of the IGA.

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.
- b. The URA shall budget for and pay to the City the annual amount of \$_____ (i) to supplement certain salaries of the City's economic development staff, (ii) for use of City facilities and (iii) for all services provided to the URA by 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. The City Attorney shall provide legal support for the URA unless an actual conflict prevents the City Attorney from doing so.

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 Chairman 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 of all URA assets, both tangible and intangible, and maintain all funds in appropriately, separately accounted for and secured accounts, and to manage, or arrange for the management of all real property assets of the URA, 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;
 - iv. Arrange for the acquisition of officers' error and omissions insurance in appropriate amounts for URA members.
- b. Except as provided in subsection c 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.
- c. The URA agrees that, except as expressly provided in any other agreement between the City, the URA shall be responsible for its own financial management, including budgeting, annual audit review of all funds, operation of bank accounts and the fiscal management of all assets of the URA.
- d. 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: 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.
- l. 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

File Attachments for Item:**6. Council discussion 2nd Round of ARPA Funding – Chief Executive Offices****Background/History:**

The City of Forest Park received its second round of American Rescue Plan Funds from the US Treasury. Attached are several on-going city initiatives that have already been funded, and that staff is recommending for funding to further progress the city.

The City Manager is seeking direction from Mayor and City Council on actions to be taken in order to determine how these funds should be appropriated.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council discussion 2nd Round of ARPA Funding – Chief Executive Offices

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: September 28, 2022

Work Session Date: October 03, 2022

Council Meeting Date: October 03, 2022

Background/History:

The City of Forest Park received its second round of American Rescue Plan Funds from the US Treasury. Attached are several on-going city initiatives that have already been funded, and that staff is recommending for funding to further progress the city.

The City Manager is seeking direction from Mayor and City Council on actions to be taken in order to determine how these funds should be appropriated.

Cost: \$ 0

Budgeted for: X Yes No

Financial Impact:

Funds will be expended via the America Rescue Plan

Action Requested from Council:

The City Manager is seeking direction.

American Rescue Fund Allocation Recommendations 09/2022

DEPARTMENT	REQUESTED AMOUNT	DESCRIPTION
OPERATIONS	\$920,000	
Employee Prem Pay (2nd)	\$670,000	Employee Prem Pay Bouns for all Staff - Approved 09/19/2022
Rental Assistance Program	\$250,000	Extending Rental Assitance, but changing some criteria
COMMUNITY PROJECTS	\$490,000	
Fesibility of EOC	\$40,000	Approved at the September 19, 2022 City Council Meeting
Speed and Traffic Control	\$100,000	Request for Speed Bumps and other traffic control measure to be installed.
Demolition/Blight	\$350,000	Money to move forward with the demolition and clearing of city owned land for redevelopment.
PUBLIC SAFETY	\$1,100,000	
Fire		
EOC Building Renovation	\$600,000	Budget fund to renovate gillem building for New Emergency Operations Center (EOC)
Police		
City Camera System	\$500,000	Purchase and installation of cameras in high crime areas to implement Shotspotter, Omnilert and/or FUSUS systems
ARF Request Total	\$2,510,000	
ARPA FUNDS TOTAL RECEIVED	\$3,738,098	
Remaining Funds	\$1,228,098	

WE WANT TO HEAR FROM YOU

The City of Forest Park, Georgia is looking to HEAR from you. We are seeking responses from local stakeholders on ideas for utilizing the American Rescue Plan Funds most effectively for our communities. Please take a moment to fill out this brief 5 questions survey so we can organize ideas and request more information from Federal Agencies where necessary.

SURVEY QUESTIONS

Are you a resident of the City of Forest Park? (Mandatory to Answer)

- YES OR NO

Do you own a business in the City of Forest Park? (Mandatory to Answer)

- YES OR NO

In what Ward do you reside in or is your business located? (Mandatory to Answer)

- Ward 1
- Ward 2
- Ward 3
- Ward 4
- Ward 5

Please rank the areas where you feel help is needed most? (Mandatory to Answer)

- Finding Employment
- Utility/Rental Assistance
- Blight/Demolishing Old Structures
- City Facilities (Parks, Recreation Center)
- Roads/Sidewalks
- Green Space
- Broadband Assistance

For the question above do you have any other area where help would be more needed than the listed items? (Optional to answer)

OPEN ENDED FREE FORM QUESTION / RESIDENTS CAN TYPE COMMENTS AS THEY SEE FIT UP TO 500 WORDS.

File Attachments for Item:**7. Council Consideration of Pay Increase for Council - Legal****Background/History:**

It has been proposed that the City code be amended to provide for an increase in compensation for the members of the governing authority. The proposed ordinance will provide that said increase for Councilmembers be to \$38,635.56 annually and Mayor be to \$55,000 annually. If approved, it will become effective January 2024.

As required by law, ads giving notice of this proposed increased were run on Wednesday, September 14, 2022, Wednesday, September 21, 2022, and Wednesday, September 28, 2022.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Consideration of Pay Increase for Council -Legal

Submitted By: Michael Williams

Date Submitted: September 28, 2022

Work Session Date: October 3, 2022

Council Meeting Date: October, 2022

Background/History:

It has been proposed that the City code be amended to provide for an increase in compensation for the members of the governing authority. The proposed ordinance will provide that said increase for Councilmembers be to \$38,635.56 annually and Mayor be to \$55,000 annually. If approved, it will become effective January 2024.

As required by law, ads giving notice of this proposed increased were run on Wednesday, September 14, 2022, Wednesday, September 21, 2022, and Wednesday, September 28, 2022.

Cost: \$ 248,177.80 annually.

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

Financial Impact:

This does not take effect until January, 2024. If approved, this would need to be budgeted for in the FY-23/24 budget.

Action Requested from Council:

Approval of the ordinance.

A6 ♦ WEDNESDAY, SEPTEMBER 14, 2022 ♦ NEWS-DAILY.COM

PUBLIC NOTICE

CITY OF FOREST PARK, GEORGIA

Notice of Intent to Take Action to Increase the Compensation of the Mayor and the Council of the City of Forest Park, Georgia – **PLEASE TAKE NOTICE THAT AT 7:00 p.m. on October 3, 2022, during the regularly scheduled meeting of the governing authority for the City of Forest Park, Georgia, in accordance with the terms of O.C.G.A. § 36-35-4, the governing authority for the City intends to consider and to vote upon an ordinance that will provide for an increase in compensation for the members of the governing authority, and will provide that said increase for Councilmembers be to \$38,635.56 annually and Mayor be to \$55,000 annually, if so approved on October 3, 2022, will become effective January 2024.**

Copies of the proposed ordinance is available in the office of the City Clerk, S. Diane White, Forest Park City Hall, for inspection and copying in accordance with the Georgia Open Meetings Act.

Notice filed for advertisement (publishing) on Wednesday, September 14, 2022, Wednesday, September 21, 2022, and Wednesday, September 28, 2022.

S. Diane White
City Clerk, City of Forest Park

PUBLIC NOTICE

CITY OF FOREST PARK, GEORGIA

Notice of Intent to Take Action to Increase the Compensation of the Mayor and the Council of the City of Forest Park, Georgia – **PLEASE TAKE NOTICE THAT AT 7:00 p.m. on October 3, 2022, during the regularly scheduled meeting of the governing authority for the City of Forest Park, Georgia, in accordance with the terms of O.C.G.A. § 36-35-4, the governing authority for the City intends to consider and to vote upon an ordinance that will provide for an increase in compensation for the members of the governing authority, and will provide that said increase for Councilmembers be to \$38,635.56 annually and Mayor be to \$55,000 annually, if so approved on October 3, 2022, will become effective January 2024.**

Copies of the proposed ordinance is available in the office of the City Clerk, S. Diane White, Forest Park City Hall, for inspection and copying in accordance with the Georgia Open Meetings Act.

Notice filed for advertisement (publishing) on Wednesday, September 14, 2022, Wednesday, September 21, 2022, and Wednesday, September 28, 2022.

S. Diane White
City Clerk, City of Forest Park



Mexican Street Corn Bowls with Grilled Chicken

Simple family meals fit for fall

By Family Features

Maintaining a healthy eating plan can be challenging year-

a perfect balance of hearty yet nutritious flavor while taking advantage of the convenience of prepackaged ingredients. Per-

skinless chicken breasts
2 large ears fresh corn, silks
and husks removed
1 1/2 tablespoons olive oil

Police arrest

By Heather Middleton
hmiddleton@news-daily.com

MORROW — Clayton County suspect has been arrested in death of an unidentified person.



PUBLIC NOTICE

CITY OF FOREST PARK, GEORGIA

Notice of Intent to Take Action to Increase the Compensation of the Mayor and the Council of the City of Forest Park, Georgia – **PLEASE TAKE NOTICE THAT AT 7:00 p.m. on October 3, 2022, during the regularly scheduled meeting of the governing authority for the City of Forest Park, Georgia, in accordance with the terms of O.C.G.A. § 36-35-4, the governing authority for the City intends to consider and to vote upon an ordinance that will provide for an increase in compensation for the members of the governing authority, and will provide that said increase for Councilmembers be to \$38,635.56 annually and Mayor be to \$55,000 annually, if so approved on October 3, 2022, will become effective January 2024.**

Copies of the proposed ordinance is available in the office of the City Clerk, S. Diane White, Forest Park City Hall, for inspection and copying in accordance with the Georgia Open Meetings Act.

Notice filed for advertisement (publishing) on Wednesday, September 14, 2022, Wednesday, September 21, 2022, and Wednesday, September 28, 2022.

S. Diane White
City Clerk, City of Forest Park

ORDINANCE NO. _____

AN ORDINANCE OF THE GOVERNING AUTHORITY FOR THE CITY OF FOREST PARK, GEORGIA, TO PROVIDE FOR AN INCREASE IN COMPENSATION FOR MEMBERS OF THE GOVERNING AUTHORITY IN ACCORDANCE WITH O.C.G.A. SECTION 36-35-4; TO PROVIDE THAT SAID INCREASE SHALL NOT TAKE EFFECT UNTIL JANUARY 1, 2022; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL ORDINANCES AND RESOLUTIONS AND PARTS OF ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, Title 2, Chapter 1, Article D of the Code of Ordinances, City of Forest Park provides for the compensation of the Mayor and Council;

WHEREAS, it is proposed that said Article be amended and that an increase in the compensation of the Mayor and Council be approved;

WHEREAS, OCGA § 36-35-4 provides that the Mayor and Council may increase the compensation for the Mayor and Council subject to the following conditions: (1) any such increase shall not be effective until after the taking of office of those elected at the next regular municipal election which is held immediately following the date on which the action to increase the compensation was taken; (2) such action shall not be taken during the period of time beginning with the date that candidates for election to membership on the municipal governing authority may first qualify as such candidates and ending with the date members of the municipal governing authority take office following their election; and (3) such action shall not be taken until notice of intent to take the action has been published in a newspaper of general circulation designated as the legal organ in the county and in the municipal corporation at least once a week for three consecutive weeks immediately preceding the week during which the action is taken;

WHEREAS, the City of Forest Park has caused a notice of its intent to increase the compensation of the Mayor and Council to be published in the legal organ of Clayton County, Georgia once a week for three (3) consecutive weeks immediately preceding the week during which this action is to be taken.

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

Section 1. Title 2, Chapter 1, Article D of the Code of Ordinances, City of Forest Park is hereby amended by deleting said section in its entirety and replacing it with the provisions of Exhibit A, attached hereto.

Section 2. The compensation paid by the City of Forest Park, Georgia to the elective members of the governing authority for the City shall, on the effective date provided for herein, be fixed as follows: the compensation for the Mayor of the City shall be increased from \$23,040.00 annually to \$55,000.00 annually; and the compensation for each of the members of the City Council of the City shall be increased from \$14,400 annually to \$38,635.56 annually.

Section 3. The provisions of Section 1 shall take effect immediately. The increases in compensation provided for in Section 2 above shall not take effect until January 1, 2024.

Section 4. Severability. If any section, paragraph, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional for any reason by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, which such portions shall remain in full force and effect.

Section 5. All ordinances, resolutions or parts of ordinances or resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO ORDAINED this 3rd day of October, 2022.

Mayor Angelyne Butler

Council Member Kimberly James, Ward 1

Council Member Dabouze Antoine, Ward 2

Council Member Hector Gutierrez, Ward 3

Council Member Latresa Wells, Ward 4

Council Member Allan Mears, Ward 5

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Sec. 2-1-31. - Time for determining compensation.

The salary for the mayor and members of the council shall be set by the governing body from time to time, but at all times such action shall be taken in compliance with the provisions of OCGA § 36-35-4.

Sec. 2-1-32. - Annual compensation and monthly expense allowance for the mayor.

(a) The mayor shall receive an annual compensation that shall be set by resolution of the governing body, and shall be paid on a monthly basis. In any month that the mayor shall be absent without just cause from a regular meeting or a regular work session held during that month, then there shall be a deduction of ten (10) percent from the mayor's gross monthly compensation for that month for each regular meeting missed by the mayor without just cause that month, and a deduction of ten (10) percent from said gross compensation for each regular work session missed by the mayor without just cause that month.

(b) For purposes of this section, "just cause" shall mean and include an absence due to personal illness of the mayor or a member of the mayor's immediate family, an absence due to attending the funeral of an immediate family member, or any absence deemed justified and reasonable by a vote of the governing body. In all cases, the question of whether there was "just cause" for an absence shall be determined by a vote of the governing body based on information provided by the mayor.

Sec. 2-1-33. - Compensation and expenses of members of the city council.

(a) Each member of the city council shall receive an annual compensation that shall be set by resolution of the governing body, and shall be paid on a monthly basis. In any month that a councilmember shall be absent without just cause from a regular meeting or a regular work session held during that month, then there shall be a deduction of ten (10) percent from the councilmember's gross monthly compensation for that month for each regular meeting missed by said councilmember without just cause that month, and a deduction of ten (10) percent from said gross compensation for each regular work session missed by said councilmember without just cause for that month.

(b) For purposes of this section, "just cause" shall mean and include an absence due to personal illness of the councilmember or a member of the councilmember's immediate family, an absence due to attending the funeral of an immediate family member, or any absence deemed justified and reasonable by a vote of the governing body. In all cases, the question of whether there was "just cause" for an absence shall be determined by a vote of the governing body based on information provided by the councilmember.

Secs. 2-1-34—2-1-40. - Reserved.