



CITY COUNCIL WORK SESSION

Monday, February 20, 2023 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

OLD BUSINESS:

1. Council Discussion on Zaxby's Waiver Veto – Legal

Background/History:

At the February 6, 2023 Council meeting, the Council voted to grant a waiver to the developer for a Zaxby's restaurant with respect to its stormwater management permit application with the Clayton County Water Authority (CCWA). The Authority previously put conditions on the site development which Zaxby's reported

they were unable to fulfill. The waiver would have allowed the development to proceed utilizing the engineering design presented by Zaxby's engineers.

On February 13, the Mayor vetoed the resolution of the Council approval of the waiver. The veto letter outlining the reasons for the veto are attached. Pursuant to Section 2.32(b) of the Charter, the Council has the option of overriding the veto by a vote of four or more of the Council members.

2. Council Discussion Regarding Usage of Capital Outlay Funding – Executive Office

Background/History:

We have been asked to review and prepare a set of guidelines regarding the usage of the discretionary funds and Capital Outlay Funds each Councilmember is entitled to spend in furtherance of their duties as a member of the City Council. These guidelines were requested to be brought forward for discussion during the FY22-23 budget talks in order to clearly define acceptable uses of Regular and Capital Outlay Ward.

Per Council's direction to the City Manager once a policy was approved Capital Outlay Ward Funds would be released to members. In the September 6, 2022, City Council Meeting there was disagreement with the section regarding "donated funds and goods". This section has been removed from the policy and represented to council on at the December 5, 2022, Regular Meeting. The motion was made to approve the new guidelines as presented but died due to lack of a second to the motion.

Since there was no additional guidance approved, Capital Outlay funds were still being held. The City Manager is seeking councils' direction to either allow use of or continue to hold these funds under the guidelines that was presented as a memorandum by the City Attorney to council in December 2020.

NEW BUSINESS:

3. Council Discussion of Replacing the INCON Machine – Public Works Department

Background/History:

Replacement of our 20-year-old INCON machine. We can no longer communicate with our fuel tanks and software.

This occurred by lightening.

We are unable to make fuel keys, run reports, monitor fuel level and add employees. This is very important to get this replaced.

4. Council Discussion of Surplus Disposal Items – Public Works Department

Background/History:

Surplus disposal of misc. items of less than \$500.00 and or no value.

Items range from broken, missing parts, no longer operational, 7 plus years of sitting.

Many items we received from Fort Gillam, years ago.

This will allow us to free up much needed space, due to these items being stored for so long.

5. Council Discussion on Approving to Award a Contract to Rite Lite Signs, Inc. to construct Welcome Signs at entrances into City – Planning and Community Development

Background/History:

Bids were received at the Forest Park City Hall for the Welcome Signs project on January 10, 2022, at 2:00 PM. Plans and contract documents were requested by potential bidders for this project. At the actual bid opening the city received one responsive bid for this project. The lowest bidder for this project is Rite Lite Signs, Inc.

The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project. This project includes but is not limited to providing the construction of a complete installation of six (6) "Welcome Signs" of several styles at locations within the City.

6. Council Discussion on Eminent Domain at 314 Forest Parkway – Legal

Background/History:

The City Council has previously authorized staff to engage in negotiations with the owner of 314 Forest Parkway to acquire that land for the new fire station and City Hall site on Forest Parkway. Those negotiations have stalled as the owner is demanding far more than what the property has been appraised for. Therefore, eminent domain proceedings are recommended. Under this process, we will petition the Clayton County Superior Court to allow for the City to receive title to the land and for the landowner to be fairly compensated with an amount established under the Court's proceedings.

The meeting has been properly advertised with signage at the location and with legal ads run at the Clayton News Daily. Additionally, the owner has been personally served. A copy of the correspondence delivered to the owner is attached.

7. Council Discussion on Intergovernmental Agreement with DDA – Legal

Background/History:

The Downtown Development Authority proposes to issue \$6.18 million in bonds to finance the acquisition of property and certain infrastructure in the downtown area to spur the development of mixed-use facilities and other desirable improvements. The DDA is pursuing the rapid implementation of many of the development concepts set forth in the City's Livable Center Initiative Study which was adopted by the City on September 7, 2021. (See illustrative examples from the LCI study attached.)

In order to obtain the best possible interest rate, it is proposed that the bonds be secured in part by a pledge of the city to make debt service on the bonds if necessary. The bonds will first be paid through funds of the DDA, revenues from the project and land sales by the DDA. The goal is that the city will not have to make any payments under this agreement.

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

ADJOURNMENT:

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

File Attachments for Item:**1. Council Discussion on Zaxby's Waiver Veto – Legal****Background/History:**

At the February 6, 2023 Council meeting, the Council voted to grant a waiver to the developer for a Zaxby's restaurant with respect to its stormwater management permit application with the Clayton County Water Authority (CCWA). The Authority previously put conditions on the site development which Zaxby's reported they were unable to fulfill. The waiver would have allowed the development to proceed utilizing the engineering design presented by Zaxby's engineers.

On February 13, the Mayor vetoed the resolution of the Council approval of the waiver. The veto letter outlining the reasons for the veto are attached. Pursuant to Section 2.32(b) of the Charter, the Council has the option of overriding the veto by a vote of four or more of the Council members.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion on Zaxby's Waiver Veto – Legal

Submitted By: Michael Williams

Date Submitted: February 14, 2023

Work Session Date: February 20, 2023

Council Meeting Date: February 20, 2023

Background/History:

At the February 6, 2023 Council meeting, the Council voted to grant a waiver to the developer for a Zaxby's restaurant with respect to its stormwater management permit application with the Clayton County Water Authority (CCWA). The Authority previously put conditions on the site development which Zaxby's reported they were unable to fulfill. The waiver would have allowed the development to proceed utilizing the engineering design presented by Zaxby's engineers.

On February 13, the Mayor vetoed the resolution of the Council approval of the waiver. The veto letter outlining the reasons for the veto are attached. Pursuant to Section 2.32(b) of the Charter, the Council has the option of overriding the veto by a vote of four or more of the Council members.

Cost: \$ none

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

Financial Impact:

N/A

Action Requested from Council:

Direction on how to proceed. If the Council overrides the veto, staff will notify the applicant and the CCWA.

OFFICE OF THE MAYOR

THE HONORABLE ANGELYNE BUTLER, MPA



CITY OF
FOREST PARK

February 13, 2023

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

Re: Veto Message (Zaxby's Waiver)

Dear Colleagues:

I hereby exercise my veto authority pursuant to Section 2.32(b) of our Charter and apply said authority to the resolution approved at the February 6, 2023, meeting of the City Council of Forest Park approving a waiver for the Zaxby's development as more specifically set forth below:

1. Waiving stormwater requirements for this development would establish a precedent.
 - a. It is plausible that a matter of this nature may arise again. If the analysis for granting the waiver otherwise complies with the requirements of the Georgia Stormwater Management Manual the City of Forest Park has no internal guidelines, matrix, standard, or legal basis for NOT granting a future waiver. The absence of a uniform set of practices will have legal ramifications.
2. While the developer of the project will be responsible for ensuring compliance with all applicable stormwater regulations as waived, if they fail to maintain the stormwater controls, the City of Forest Park is likely to become responsible for them which could open us to the following consequences for continued non-compliance:
 - a. Incur fines and penalties from the Georgia Environmental Protection Division
 - b. Loss of access to State of Georgia shared revenues and/or revolving loan funds for Capital Projects
 - c. Increase cost to residential taxpayers to maintain the stormwater controls for failures of private developments.
3. All engineering options for addressing all of the stormwater requirements have not been explored.
 - a. Instead, the Council was only presented with two options. Zaxby's proposed a less expensive option that did not meet all the requirements. Simply choosing this option without exploring other potential options sends the wrong message to future developers.
 - b. Alternative options with the Clayton County Water Authority should be explored.

4. PUBLIC-PRIVATE PARTNERSHIP.

- a. In the absence of granting a waiver and in the vein of adhering to the Georgia Stormwater Management Manual the Clayton County Water Authority enforces, a public-private partnership in the following areas could be explored.
 - i. Parking-if parking is a concern, the City can explore options for remedy.
 - ii. Cost-if the price of the requirement in question is a concern, the City can explore options to share in the expense.

While this veto is exercised under my veto authority pursuant to Section 2.32(b) of our Charter, that same section grants the Council the opportunity to overturn said veto by a supermajority of the Elected. As such, it would be my request of the Council to NOT attempt to overturn the veto as a whole, but rather to strongly consider options 3 and 4 (after option 3 is exhausted then it would default to option 4) or option 4.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Angelyne Butler, MPA
Mayor

cc: Dr. Marc-Antonie Cooper, City Manager
S. Diane White, City Clerk

File Attachments for Item:**2. Council Discussion Regarding Usage of Capital Outlay Funding – Executive Office****Background/History:**

We have been asked to review and prepare a set of guidelines regarding the usage of the discretionary funds and Capital Outlay Funds each Councilmember is entitled to spend in furtherance of their duties as a member of the City Council. These guidelines were requested to be brought forward for discussion during the FY22-23 budget talks in order to clearly define acceptable uses of Regular and Capital Outlay Ward.

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CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council discussion regarding usage of capital outlay funding – Executive Office

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: February 15, 2023

Work Session Date: February 20, 2023

Council Meeting Date: February 20, 2023

Background/History:

We have been asked to review and prepare a set of guidelines regarding the usage of the discretionary funds and Capital Outlay Funds each Councilmember is entitled to spend in furtherance of their duties as a member of the City Council. These guidelines were requested to be brought forward for discussion during the FY22-23 budget talks in order to clearly define acceptable uses of Regular and Capital Outlay Ward.

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Cost: \$ 0

Budgeted for: ☒ X ☐ Yes ☐ No

Financial Impact:

Release legislative capital outlay funds

Action Requested from Council:

Seeking Council Direction

File Attachments for Item:

3. Council Discussion of Replacing the INCON Machine – Public Works Department

Background/History:

Replacement of our 20-year-old INCON machine. We can no longer communicate with our fuel tanks and software.

This occurred by lightening.

We are unable to make fuel keys, run reports, monitor fuel level and add employees. This is very important to get this replaced.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion of Replacing the INCON Machine – Public Works Department

Submitted By: Bobby Jinks

Date Submitted: February 6, 2023

Work Session Date: February 20, 2023

Council Meeting Date: February 20, 2023

Background/History:

Replacement of our 20-year-old INCON machine. We can no longer communicate with our fuel tanks and software.

This occurred by lightening.

We are unable to make fuel keys, run reports, monitor fuel level and add employees. This is very important to get this replaced.

Cost: \$ 13,349.00

Budgeted for: _____ **Yes** ☒ **No**

Financial Impact: If approved we do have funds in our fuel account to cover this replacement.

Action Requested from Council:

- A. The entire Contract between Seller and Customer is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement. Any and all representations, promises or statements made by employees or representatives of the Seller do not constitute warranties, shall not be relied on by the Customer, and are not part of this Contract. No waiver, alteration or modification of the terms and conditions of this Contract shall be bonding unless in writing and signed by an authorized representative of Seller.
- B. Prices quoted are for acceptance within thirty (30) days and, unless otherwise specified, are subject to change without notice after that date.
- C. Delivery promises are contingent upon fire, strikes, accidents, availability of materials, acts of God, or other causes beyond Seller's control. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Time for delivery shall not be of the essence of this Contract. The Seller is not liable for any loss or damages resulting from delay, however caused or occasioned.
- D. Delivery, unless otherwise stated, does not include unloading.
- E. The Customer shall make a storage area available to Seller. Any necessary relocation of equipment or installation materials from this designated area will be at Customer's expense.
- F. Seller warrants, for a period of one (1) year from the date of completion of the installation, that the installation of all equipment shall be done in a workmanlike manner in accordance with standard procedures. (THE SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.) The Seller's obligations and liability under this warranty are expressly limited to performing the labor necessary to correct any defect in the installation of the equipment. Neither party shall be liable for special, indirect or consequential damages. The remedies set forth herein are exclusive, and the liability of the Seller, whether in contract, tort or otherwise, shall not, except as expressly provided herein, exceed the price of the installation on which such liability is based. No employee or representative of the Seller is authorized to change this warranty in any way or grant any other warranty. Equipment furnished as part of this proposal is warranted by the manufactures of such equipment, and Seller makes no warranties whatsoever as to such equipment. The Customer shall make all claims for the breach of warranty to the manufacturer offering such warranty, and in the same manner specified by the manufacturer of the equipment with a copy of the claim to the Seller.
- G. Excavation quotations are based upon normal soil conditions. If rock, water, underground lines, or any such obstruction is encountered during excavation, the costs of removing or avoiding the obstruction, or any other costs caused by the obstruction, is not included in the quoted price. The additional cost to Customer shall be based on a time and materials basis, unless other arrangements are made.
- H. Property lines and furnished grades are to be established and verified by the Customer.
- I. Purchaser will be responsible for filling all underground storage tanks with liquid ballast immediately upon setting tanks in excavations. The Seller shall not be responsible for contamination or loss of product used for ballast, unless contamination or loss of product is due to negligence on the part of Seller. Unless Seller anchors tanks using its recommended method, and warrants in writing that the tanks will not float, the Seller shall be held blameless in the event a tank should float. All expenses for equipment, labor, and materials to reinstall tanks shall be borne by Customer.
- J. Labor, materials and outside services for electrical, blacktop, water and sewer work are not included in this Contract unless specified.
- K. No provision is made in this Contract for special fees, permits, licenses, or similar expenses. If Seller is requested to furnish same, such charges will be added to the contract price. The Customer shall furnish all surveys necessary for proper installation. Easements for permanent structures or permanent changes in the existing facilities shall be secured and paid for by the Customer.
- L. Delivery to Seller's plant for purposes of convenience or coordination shall be considered "delivery" for billing purposes.
- M. Seller reserves the right to charge to the Customer one and one-half percent (1 ½%) per month on all past due balances. This represents an annual interest rate of eighteen percent (18%). The Customer agrees to pay Seller attorneys' fees of fifteen percent (15%) and all other costs of collection if its account is placed in the hands of an attorney for collection.
- N. Title to equipment remains vested in Seller until final payment is received. The warranty is void if payment is not made according to the terms of the Contract.
- O. Quotations covering work to be accomplished in locations where lines and conduits presently exist are based upon utilizing these existing lines and conduits unless so stated. Quotations based upon utilizing existing lines or conduits assume that these lines or conduits are good and usable in their present condition. Should it be determined, as the installation progresses, that these existing lines or conduits require any repair, upgrading, or work of any kind, this additional work is not included in the quoted price. The extra will be charged out on a time and material basis, unless other arrangements are made.
- P. Partial payments will be expected as work progresses. Billings will be made as the various phases of the work are completed and as major items of equipment are delivered. Terms on equipment, unless otherwise specified are net 10 days from the date of delivery. **Delivery to our plant for purposes of convenience or co-operation shall be considered "Delivery" for billing purposes.**

Initials: _____

FOLLOWING CHARGES APPLY FOR CREDIT CARD TRANSACTIONS

\$2500 - \$9,999	MC/VISA - 1 %	AMEX - 2 %
\$ 10,000 +	MC/VISA - 2 %	AMEX - 4 %

**MECO**

Your full line petroleum and industrial equipment supplier



Item #3.

Sales Quotation & Contract**Page 1 of 1****MECO of Atlanta**4471 Amwiler Road NW
Doraville, GA 30360-2816[770] 448-6933
Fax: [770] 447-0721**MECO of Albany**1922 Ledo Road
Albany, GA 31707[229] 446-1515
Fax: [229] 446-1513**MECO of Jacksonville**3626 Phoenix Avenue
Jacksonville, FL 32206[904] 354-6789
Fax: [904] 353-2647**MECO of Macon**4300 Interstate Drive
Macon, GA 31210[478] 757-9173
Fax: [478] 757-9311**MECO of Savannah**311 Stiles Avenue
Savannah, GA 31403[912] 233-4523
Fax: [912] 234-4376**Quotation**

To: City of Forest Park
Attn: Mark Knudsen
5230 Jones Road
Forest Park, GA 30297
PH (404) 796-4856
mknudsen@forestparkga.gov

Date:

2/3/2023

Terms:

Net 15 Days
Or As Noted

F.O.B:

Job Site

Reference:**Incon Console**

Quantity	Description	Price	Total
1	<p><u>INCON CONSOLE REPLACEMENT:</u></p> <p>INCON EVO 600 CONSOLE TO INCLUDE THE FOLLOWING COMPONENTS</p> <p>1-INC-EVO600DP EVO600 CONSOLE WITH DISPLAY & INTEGRATED PRINTER</p> <p>1-INC-TS-TP2 ONE BOX OF 5 ROLLS THERMAL PRINTER PAPER FOR EVO 600</p> <p>1-INC-TS-TT STATISTICAL CONTINUOUS AUTOMATIC LEAK DETECTION, 24 HOUR CONTINUOUS TANK TESTING SOFTWARE</p> <p>1-INC-TS-PRB 12 INPUT PROBE MODULE, LL2 SERIES MAG PROBES,</p> <p>1-INC-TS-2WSNS 12 INPUT 2-WIRE SENSOR MODULE, TSP-ULS, TSP-UHS AND TSP-HLS SENSORS</p> <p style="text-align: right;">Equipment Total</p> <p style="text-align: right;">Appropriate Tax Rate</p> <p style="text-align: right;">Installation Labor & Materials Total</p> <p style="text-align: right;">Grand Total</p> <p><u>SCOPE OF WORK TO INCLUDE:</u></p> <p>A. DEMO THE EXISTING TMS-750 INCON CONSOLE AND HAUL OFF & DISPOSE.</p> <p>B. INSTALL NEW INCON EVO 600 CONSOLE IN SAME LOCATION AS THE OLD TMS-750 CONSOLE.</p> <p>C. REUSE THE EXISTING POWER AND COMMUNICATION WIRING FOR THE INSTALLATION OF THE NEW CONSOLE.</p> <p>D. PROGRAM NEW MONITOR PER THE EXISTING TMS-750 CONSOLE SET UP.</p> <p>E. INTERFACE WITH EXISTING WIRING TO THE EXISTING FUEL MASTER FMU.</p> <p><u>PLEASE NOTE THE FOLLOWING:</u></p> <p>1. THIS PROPOSAL IS BASED ON REUSING THE EXISTING WIRING FOR THE INSTALLATION OF THE INCON TANK MONITOR CONSOLE. IF ANY POWER OR COMMUNICATION WIRING HAS TO BE REPLACED THERE WILL BE ADDITIONAL COST THAT IS NOT INCLUDED IN THIS PROPOSAL.</p> <p>2. PROPOSAL BASED ON PROGRAMMING THE NEW EVO 600 CONSOLE WITH THE SETUP FROM THE EXISTING TMS-750 CONSOLE.</p> <p>3. THIS PROPOSAL IS BASED ON REUSING ALL EXISTING PROBES AND SENSORS. IF ANY PROBE OR SENSOR IS FOUND TO BE DEFECTIVE COST TO REPLACE WILL BE IN ADDITION TO THE QUOTED AMOUNT.</p>	13,349.00	13,349.00
		0.00	0.00
			1,600.00
			14,949.00

Acceptance of Proposal:

The above prices, specifications, terms and conditions, as stated on the attached Terms & Conditions Page, are satisfactory, and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined by Section P of the attached Terms and Conditions page. I have read the attached Terms and Conditions page.

Signature: _____ Date: _____

MECO Authorization: _____ Date: _____

EVO™ 600 & EVO™ 6000 AUTOMATIC TANK GAUGES

EVO™ 600 & EVO™ 6000 automatic tank gauges (ATGs) provide highly accurate inventory management and full-featured compliance monitoring for any size fuel system. These module-based ATGs are highly configurable for site-specific probe and sensor requirements. Their simple setup and operation, remote connectivity, and advanced security features protect your fuel system while keeping you directly connected to vital site data whenever, and wherever. The highly-intuitive, full-color, icon-based touch screen provides user-friendly on-site access to inventory, alarm, and compliance data.



TECHNICAL ADVANTAGES

- Allows you to make informed, data-driven inventory management decisions while keeping your site in compliance and protected from security threats.
- Provides inventory monitoring, static (included feature) and continuous tank testing (optional feature), tank autocalibration, inventory reconciliation, containment compliance monitoring, and flow rate monitoring.
- With the EVO™ 600, six total modules can be installed with a maximum of four intrinsically safe modules and a maximum of three of any one kind of module. With the EVO™ 6000, eleven total modules can be installed with a maximum of nine intrinsically safe modules and a maximum of three of any one kind of module.
- Patented AutoLearn™ electronic line leak detection capability including Statistical Line Leak Detection for high throughput sites.
- Streamlined setup and programming includes hardware auto-detection and wiring confirmation, multipoint tank charting, network printer auto-detection, and the ability to download and upload entire programming profiles from one ATG to another.
- Intuitive full-color 17.78 cm touch screen interface provides simplified on-site access features including:
 - One Touch buttons that are custom programmed to carry out common automated tasks with a single tap.
 - Quick Jump menu allows you to quickly maneuver from application to application using a single button.
 - Programmable product colors.
- Available with optional 24 hour statistical continuous automatic leak detection (SCALD) and the industry's only turbine pump interface (TPI) capability for enhanced and automated submersible turbine pump control.
- Web interface allows you to directly connect to your ATG from any web enabled device.
- Compatible with the Multiplexing Sensor Hub (FMP-MSH).
- Compatible with Corrosion Control™ Water Separator.

SPECIFICATIONS

- Maximum tanks monitored: 36 (EVO™ 600) / 36 (EVO™ 6000)
- Maximum sensor input capacity: 48 (EVO™ 600)/96 (EVO™ 6000)
- Lines capacity: 24 (EVO™ 600)/24 (EVO™ 6000)
- Dry contact input channels: 2
- AC input channels: 36 (EVO™ 600)/36 (EVO™ 6000)
- Relay output channels: 26 (EVO™ 600)/50 (EVO™ 6000)
- Connectivity: Ethernet (qty 2), RS-485, standard USB, mini-USB
- Display type: 7" (17.78 cm) color LCD touch screen
- Printer type: thermal (also network or USB)
- Alarm: internal audible alarm
- LEDs: alarm, warning, and power
- Applicable liquids: petroleum, chemicals, and waste
- Level units: inches, centimeters, and millimeters
- Volume units: gallons or liters (mass with density option)
- Power requirements: 110 to 240 VAC, 50/60 hz, 1.5 Amps
- Operating temperature: 32° to 104 °F (0° to 40 °C)
- Humidity: 0-90% non-condensing
- EVO™ 600: H: 11.75"(300 mm), W: 10¼"(260 mm), D: 9"(229 mm)
- EVO™ 6000: H: 11.75"(300 mm), W: 16½"(419 mm), D: 9"(229 mm)

Capabilities

- High/low product, water, and temperature alarm set points
- Inventory reconciliation/tank autocalibration/flow rate monitoring
- Density, mass, and phase separation measurement
- Email and SMS notifications
- Back-up generator monitoring/conditions programming
- Advanced logic control for DEF/AdBlue® recirculation system
- MODBUS™ support

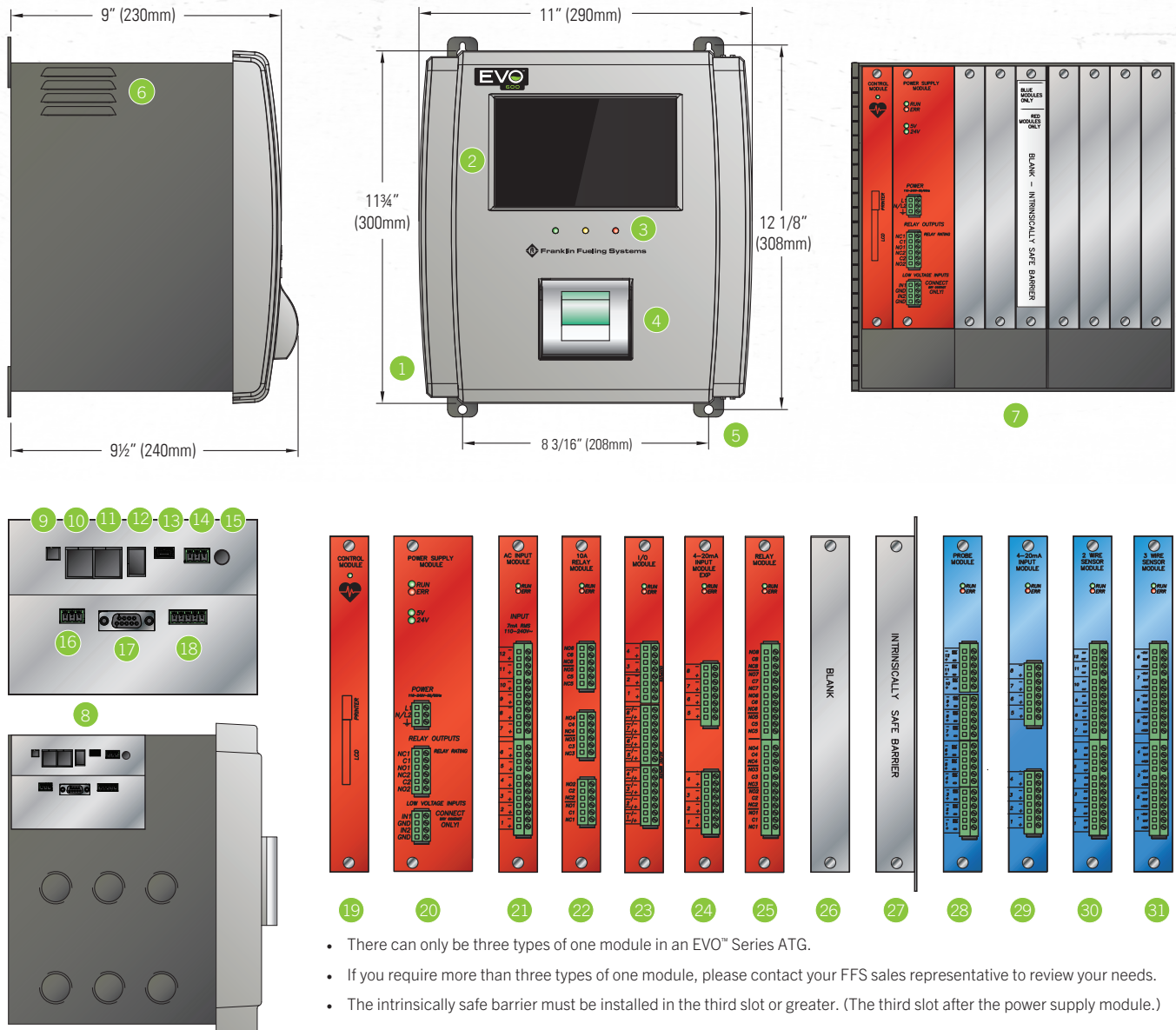
Approvals/Certifications

- UL, cUL, ATEX, IECEx
- Third party certification of leak detection capabilities

SPECIFICATIONS CONTINUED

Components

- | | | |
|-------------------------------|------------------------|-------------------------------|
| 1 Cover | 11 Ethernet port | 21 AC input module |
| 2 LCD touch screen | 12 USB port (Type-A) | 22 10 Amp relay module |
| 3 LED indicators | 13 USB port (Mini) | 23 I/O module |
| 4 Printer | 14 Ground comm port | 24 4-20mA module EXP |
| 5 Mounting tabs | 15 Wi-Fi | 25 Relay module |
| 6 Cooling vents | 16 Bus extension | 26 Blank |
| 7 Module slots | 17 Serial comm port 2 | 27 Intrinsically safe barrier |
| 8 Communication ports | 18 RS-485 comm port | 28 Probe module |
| 9 Annunciator (audible alarm) | 19 Controller module | 29 4-20mA module |
| 10 Ethernet port | 20 Power supply module | 30 2 wire sensor module |
| | | 31 3 wire sensor module |



- There can only be three types of one module in an EVO™ Series ATG.
- If you require more than three types of one module, please contact your FFS sales representative to review your needs.
- The intrinsically safe barrier must be installed in the third slot or greater. (The third slot after the power supply module.)

ORDERING INFORMATION

Ordering Guide

ATG model, software and hardware options can be listed separately or combined when ordering. Systems shipped from the factory will list the combined part number. Complete part numbers have a specific order and are created using the following guidelines:

TX DPWIE / TRFLGC

TX = Base Model Options

EVO600 = EVO™ 600 base ATG

EVO6000 = EVO™ 6000 base ATG

DPWIE = Hardware Options (choose all that apply)*

D = Display

P = Printer

W = Wifi

I = Dispenser interface module

E = LON module

TRFLGC = Software Options (choose all that apply)

T = SCALD 24-hour tank testing

R or F = (R) Reconciliation/autocalibration or

(F) Reconciliation/autocalibration with flow rate monitoring

L or G = (L) Line leak detection or

(G) Generator line leak detection

C = DEF/AdBlue® recirculation, enhanced logic conditions including value, counter, value compare, and latch

*Only one EVO™-DIM or EVO™-LON module can be installed per ATG.

Example: EVO600DPWI/TRL = EVO™ 600 base model with display, with printer, with Wifi, with dispenser interface module, with SCALD, with reconciliation/autocalibration, and line leak detection.

EVO™ 600 & EVO™ 6000 Base Models

Model	Description
EVO600	EVO™ 600 base model automatic tank gauge
EVO6000	EVO™ 6000 base model automatic tank gauge

EVO™ 600 & EVO™ 6000 Hardware & Software Options

EVO™ 600 and EVO™ 6000 ATGs come standard with the ability to perform in-tank static leak detection. The following software and hardware options can be added to customize your ATG. The internal hardware options will be factory installed when ordered with the ATG.

Internal Hardware Options

Model	Description
FMP-WIFI	(W) EVO Wifi Upgrade
EVO-DIMIB	(I) Internal dispenser interface module, dispenser interface cable must be ordered separately
EVO-LON	(E) Lon™ communication module, IFSF protocol capability

Note: Only one EVO™-DIM or EVO™-LON module can be installed per ATG.

Internal Software Options / Field Upgrades

Model	Description
TS-TT	(T) Statistical continuous automatic leak detection, 24 hour continuous tank testing software
TS-TRAC	(R) Tank inventory reconciliation and autocalibration
TS-TRAC-F	(F) Reconciliation/autocalibration and flow rate monitoring software
TS-FLOW	Flow rate monitoring software (Field upgrade for ATGs with reconciliation/autocalibration)
TS-ELLD	(L) Electronic line leak detection
TS-ELLD-G	(G) Electronic line leak detection for generator applications
TS-CON	(C) Enhanced logic conditions including value, counter, value compare, and latch

Expansion Consoles

Model	Description
EVO-EXPC2	Secondary console to add six additional plug-in modules to the primary EVO™ 600 or EVO™ 6000 ATG, comes without a display or printer
EVO-EXPC	Secondary console to add eleven additional plug-in modules to the primary EVO™ 600 or EVO™ 6000 ATG, comes without a display or printer

Note: The expansion consoles can also be used with the EVO™ 550 and EVO™ 5000.

File Attachments for Item:

4. Council Discussion of Surplus Disposal Items – Public Works Department

Background/History:

Surplus disposal of misc. items of less than \$500.00 and or no value.

Items range from broken, missing parts, no longer operational, 7 plus years of sitting.

Many items we received from Fort Gillam, years ago.

This will allow us to free up much needed space, due to these items being stored for so long.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion of Surplus Disposal Items – Public Works Department

Submitted By: Bobby Jinks

Date Submitted: February 6, 2023

Work Session Date: February 20, 2023

Council Meeting Date: February 20, 2023

Background/History:

Surplus disposal of misc. items of less than \$500.00 and or no value.

Items range from broken, missing parts, no longer operational, 7 plus years of sitting.

Many items we received from Fort Gillam, years ago.

This will allow us to free up much needed space, due to these items being stored for so long.

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

Financial Impact:

Action Requested from Council:

Surplus List

- 1) Whirlpool Standard 40 gallon water heater – working order unknown.
- 2) Bradford White short 58 gallon water heater – working order unknown.
- 3) Nordyne condensing unit – non-operational.
- 4) Trane condensing unit – non-operational.
- 5) Sterling commercial bay heater – gas – working order unknown.
- 6) Daikin mini split A/C system – working order unknown.
- 7) Daikin mini split A/C system – working order unknown.
- 8) Friedrich window A/C unit – non-operational.
- 9) Hobart commercial food processor/chopper – works.
- 10) Roper refrigerator – non-operational.
- 11) 2 post server racks – 3 total.
- 12) Server cabinet.
- 13) 3 – 24"x36" steel meat pans.
- 14) 2 – 18"x24" steel cooking pans.
- 15) 6 – Desk pieces and partitions – parts missing/broken.
- 16) 2 – Tripp Lite portable A/C units. Non-operational.
- 17) 10 – Office chairs. Damaged.
- 18) 3 – 5 Drawer single 5' tall file cabinets. Damaged.
- 19) 2 – 4 Drawer 4' tall 3' wide file cabinets. Damaged.
- 20) 3' wide by 6' tall bookshelf. Damaged.
- 21) Seasonal city banners – 265 total. Previous unused style and faded.

Damaged/Non-working tools.

- 1) Hilti demolition hammer
- 2) Hilti concrete nail gun.
- 3) 5 – Dewalt cordless 18v drill. Old insert battery style.
- 4) Ridgid hand held drain snake. Cable damaged.
- 5) Ryobi belt sander.
- 6) 3 – Dewalt cordless reciprocating saws.
- 7) Jericho concrete nail gun.
- 8) 3 – Utilitech work lights.
- 9) Dewalt miter saw.
- 10) Lincoln Electric wire welder.
- 11) Dewalt cordless grinder.

Majority of office equipment was salvaged from Fort Gillem. Mostly damaged and outdated. Tools are all non functional.

File Attachments for Item:**5. Council Discussion on Approving to Award a Contract to Rite Lite Signs, Inc. to construct Welcome Signs at entrances into City – Planning and Community Development****Background/History:**

Bids were received at the Forest Park City Hall for the Welcome Signs project on January 10, 2022, at 2:00 PM. Plans and contract documents were requested by potential bidders for this project. At the actual bid opening the city received one responsive bid for this project. The lowest bidder for this project is Rite Lite Signs, Inc.

The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project. This project includes but is not limited to providing the construction of a complete installation of six (6) "Welcome Signs" of several styles at locations within the City.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion on Approving to award a contract to Rite Lite Signs, Inc. to construct Welcome Signs at entrances into City – Planning and Community Development

Submitted By: James Shelby

Date Submitted: February 10, 2023

Work Session Date: February 20, 2023

Council Meeting Date: February 20, 2023

Background/History:

Bids were received at the Forest Park City Hall for the Welcome Signs project on January 10, 2022, at 2:00 PM. Plans and contract documents were requested by potential bidders for this project. At the actual bid opening the city received one responsive bid for this project. The lowest bidder for this project is Rite Lite Signs, Inc. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project. This project includes but is not limited to providing the construction of a complete installation of six (6) "Welcome Signs" of several styles at locations within the City.

Cost: \$ 0.00

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

Financial Impact:

There is no financial impact on the City's budget. The project is funded from the 2015-2020 SPLOST Funds (325-22-4224-54-1210)

Action Requested from Council:

Approval of Award to Rite Lite Signs

File Attachments for Item:**6. Council Discussion on Eminent Domain at 314 Forest Parkway – Legal****Background/History:**

The City Council has previously authorized staff to engage in negotiations with the owner of 314 Forest Parkway to acquire that land for the new fire station and City Hall site on Forest Parkway. Those negotiations have stalled as the owner is demanding far more than what the property has been appraised for. Therefore, eminent domain proceedings are recommended. Under this process, we will petition the Clayton County Superior Court to allow for the City to receive title to the land and for the landowner to be fairly compensated with an amount established under the Court's proceedings.

The meeting has been properly advertised with signage at the location and with legal ads run at the Clayton News Daily. Additionally, the owner has been personally served. A copy of the correspondence delivered to the owner is attached.



Dr. Marc-Antonie Cooper

City Manager
745 Forest Parkway
Forest Park, GA 30297
Phone: (404) 366-4720
macooper@forestparkga.gov

January 30, 2023

VIA PERSONAL SERVICE BY SPECIAL PROCESS SERVER

VIA STATUTORY OVERNIGHT DELIVERY FEDEX TRACKING NO. 7711 6141 9587

Winton E. Bowman
218 Turners CT
Canton, GA 30115

VIA STATUTORY OVERNIGHT DELIVERY – FEDEX TRACKING NO. 7711 6172 5293

Winton E. Bowman
314 Forest Parkway
Forest Park, GA 30297

RE: EMINENT DOMAIN/CONDEMNATION RESOLUTION MEETING NOTICE

**CITY OF FOREST PARK NEW CITY HALL (THE “PROJECT”)
314 FOREST PARKWAY, FOREST PARK, GA 30297; CLAYTON
COUNTY TAX PARCEL ID NO. 13051A C004, INCLUDING THREE
COMMERCIAL BUILDINGS IDENTIFIED BY THE CLAYTON COUNTY
TAX ASSESSOR AS BLDG 1 – 314 FOREST PKWY, BLDG 2 – 318
FOREST PKWY AND BLDG 3- 320 FOREST PKWY (THE “PROPERTY”)
WINTON E. BOWMAN (“OWNER”)**

Dear Mr. Bowman:

The City of Forest Park, Georgia (the “City”) is in the process of purchasing the above-referenced Property for public use as the New City Hall (the “Project”). On October 18, 2022, the City offered to purchase the fee simple interest in the Property from you/Owner for \$1,600,000.00 based on the fair market value appraisal of George Petkovich, MAI, CCIM, Principal at Pritchett, Ball & Wise, Inc. The City received a counteroffer from you/Owner dated October 28, 2022, which was not acceptable to the City. The City responded with a counteroffer on December 5, 2022, which you/Owner rejected on December 5, 2022.

It appears that negotiations between the City and you/Owner for the purchase of the fee simple interest in the Property have reached an impasse. The City’s acquisition of the fee simple interest Property is necessary for the above-referenced Project. Therefore, the City has no choice but to move forward with a meeting at which a resolution approving the exercise of the power of eminent

domain to acquire the fee simple interest in the Property through condemnation proceedings will be considered.

Pursuant to O.C.G.A. § 22-1-10(a)(2), this letter constitutes formal notice that City Council will move forward with a meeting at which a resolution approving the exercise of the power of eminent domain to acquire the fee simple interest in the Property through condemnation proceedings will be considered. Following is the information for this meeting:

EMINENT DOMAIN/CONDEMNATION RESOLUTION MEETING NOTICE

MEETING LOCATION: FOREST PARK CITY HALL

745 FOREST PARKWAY, FOREST PARK, GA 30297

MEETING DATE: FEBRUARY 20, 2023

MEETING TIME: 7:00 P.M.

CITY'S CONTACT INFORMATION:

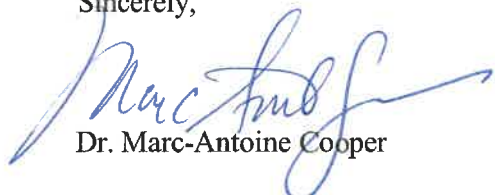
(SAME ADDRESS AS ABOVE)

(404) 366-4720

Pursuant to O.C.G.A. § 22-1-10(d), enclosed please find a written "Statement of Rights" promulgated by the Department of Community Affairs outlining the rights that you/Owner possess including, but not limited to, the right to notice, damages, hearing and appeal of any award entered by the special master as described in Title 22 of the Georgia Code. Per the "Statement of Rights", in the event the City Council votes to move forward with condemnation proceedings at the above-referenced meeting, you/Owner also have the right to bring a motion in the condemnation pursuant to O.C.G.A. § 22-1-11¹ and a sample motion is attached to the "Statement of Rights".

Should you/Owner have any questions, please contact City Manager Cooper at 404-366-4720 or by e-mail at MACooper@forestparkga.gov.

Sincerely,



Dr. Marc-Antoine Cooper

Enclosure: "Statement of Rights" promulgated by the Department of Community Affairs

cc: Mike Williams, City Attorney (via e-mail)
Angela Robinson (via e-mail)
Mayor Angelyne Butler, MPA (via e-mail)

¹ O.C.G.A. § 22-1-11 states: "Before the vesting of title in the condemnor and upon motion of the condemnee, or within ten days of the entry of the special master's award by entry of exception to the case, the court shall determine whether the exercise of the power of eminent domain is for a public use and whether the condemning authority has the legal authority to exercise the power of eminent domain and may stay other proceedings of the condemnation pending the decision of the court. The condemning authority shall bear the burden of proof by the evidence presented that the condemnation is for a public use as defined in Code Section 22-1-1. Nothing in this Code section shall be construed to require the condemnee to seek or obtain a special master's award prior to a hearing or decision by the court under this Code section"

STATEMENT OF RIGHTS

As indicated in the attached notice, a governmental entity is attempting to acquire property rights from you for a public use. In accordance with state law, this notice was prepared by the Georgia Department of Community Affairs to help ensure that you understand your rights in connection with this acquisition effort.

Georgia law requires the governmental entity to make reasonable efforts to negotiate with you to acquire these property rights. However, if you and the governmental entity are unable to reach mutually agreeable terms through good-faith negotiations, the governmental entity may file a condemnation action to acquire these property rights through the power of eminent domain.

Prior to Exercising the Power of Eminent Domain through Condemnation Proceedings

Prior to exercising the power of eminent domain, a governmental condemnor must take the following actions:

- Not less than 15 days before any meeting at which a resolution approving the exercise of eminent domain is to be considered, post a sign, if possible, in the right of way adjacent to each property that is subject to the proposed use of the eminent domain power stating the time, date, and place of such meeting;
- Attempt to serve the condemnee personally with notice of the meeting not less than 15 days before any meeting at which such resolution is to be considered, unless service is acknowledged or waived by the condemnee. If the attempted service is unsuccessful, service of notice may be satisfied by mail or statutory overnight delivery to the property owner at the address of record and, if different from the property owner, to the parties in possession of the property, return receipt requested;
- Ensure that any notice that is required by law to be published be placed in the county legal organ, but such notice shall not be published in the legal notices section of such newspaper; and,
- If you (condemnee) and the governmental entity are unable to reach mutually agreeable terms through good-faith negotiations, the governmental entity may file a condemnation action to acquire these property rights through the power of eminent domain.

The governmental entity must document, by an appropriate method, the time when it decided to condemn your property. The governmental entity may not file a condemnation action concerning your property until at least 30 days after that decision is made.

Condemnation

If a governmental entity brings a condemnation action to acquire property rights that you own, the governmental entity will file a condemnation petition in the Superior Court of the county where your property is located; and you will be served with a copy of the condemnation petition. The petition will inform you that unless waived by all parties, there will be a hearing in court, in the judge's chambers, or by telephone for the appointment of a special master to hear the condemnation matter. This appointment hearing must take place not less than 10 days nor more

than 30 days after the condemnation petition has been filed with the court. When the judge appoints a special master, the judge will then order that a condemnation hearing before the special master be held not less than 30 days nor more than 60 days after the appointment of the special master.

You have the right to hire an attorney to represent your interests in connection with the condemnation action. During the hearing before the special master, you will have the opportunity to challenge the governmental entity's evidence and, if you wish, to cross-examine the governmental entity's witnesses and call other witnesses to present evidence concerning your perspective of the case.

Our Georgia Constitution provides that private property may not be taken from you without **just and adequate compensation** being paid to you first. You are entitled to recover the **fair market value** of the property rights acquired by the governmental entity as just and adequate compensation. Where only part of a parcel of land is acquired, you may also be entitled to recover **consequential damages** for any reduction in the market value of the remaining property that results from the acquisition. In addition, if you are displaced from your property, you may be entitled to **relocation costs**.

Appeal

Once a special master hears the condemnation case, the special master will file an award with the court. The special master must mail a copy of this award to you or your attorney and all other parties in the case. If you are not satisfied with the award that the special master makes, you may file an appeal for a jury trial on value issues, exceptions on non-value issues for review by the court, or both a value appeal and non-value exceptions. Any value appeal and any non-value exceptions must be filed within 13 days after the award is mailed.

At any point before title to property rights in your property vests in the governmental entity, you may submit a **motion** asking the court to determine whether the governmental entity's exercise of the power of eminent domain is for a public use and whether the governmental entity has the legal authority to exercise the power of eminent domain. You must file the motion with the court. A **sample** of this kind of motion is attached to this Statement of Rights. In the court's decision on the motion, the governmental entity has the burden of proving public use and its legal authority to condemn.

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____)	
_____)	
)	
Plaintiff,)	CIVIL ACTION
)	
v.)	FILE NO. _____
)	
_____)	In Rem Condemnation Proceeding
_____)	
)	
Defendant.)	

DEFENDANT'S MOTION PURSUANT TO O.C.G.A. § 22-1-11

Comes now _____, Defendant in the above-styled
condemnation proceeding, and files this motion before the vesting of title and in accordance with
O.C.G.A. § 22-1-11 to:

[Check Where Appropriate]

_____ Challenge whether the exercise of the power of eminent domain by Plaintiff is for a
public use.

_____ Challenge whether Plaintiff has the legal authority to exercise the power of eminent
domain.

Defendant requests that a hearing on this motion be set at the first possible instance and
that a copy be served by mail on all parties to this action.

This _____ day of _____, 20____.

Defendant
Address: _____

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing motion on other parties to this action or their counsel by mailing a copy to each of the following:

This _____ day of _____, 20____.

Defendant

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

)	
)	
)	
Plaintiff,)	CIVIL ACTION
)	
v.)	FILE NO. _____
)	
)	In Rem Condemnation Proceeding
)	
)	
Defendant.)	

RULE NISI

Defendant has filed a motion pursuant to O.C.G.A. § 22-1-11 in this condemnation proceeding and has asked the Court to set a hearing on the motion. Notice is hereby given that the Court will hold a hearing on the motion on _____, 2006, at _____ .m. in Courtroom _____ of the _____ County Courthouse.

This _____ day of _____, 20____.

Judge [or Clerk or Deputy Clerk]
Superior Court of _____ County

RESOLUTION NO. 23-06

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO INSTITUTE IN *REM CONDEMNATION* PROCEEDINGS PURSUANT TO THE SPECIAL MASTER METHOD AUTHORIZED BY O.C.G.A. § 22-2-100, *ET SEQ.*, TO ACQUIRE THE FEE SIMPLE INTEREST IN THE REAL PROPERTY LOCATED AT 314 FOREST PARKWAY, FOREST PARK, GA 30297, CLAYTON COUNTY TAX PARCEL ID NO. 13051A C004, INCLUDING THREE COMMERCIAL BUILDINGS IDENTIFIED BY THE CLAYTON COUNTY TAX ASSESSOR AS BLDG 1 – 314 FOREST PKWY, BLDG 2 – 318 FOREST PKWY AND BLDG 3- 320 FOREST PKWY, FOR THE CONSTRUCTION AND OPERATION OF A NEW CITY HALL WITHIN THE CITY LIMITS; TO AUTHORIZE THE CITY ATTORNEY TO USE THE SERVICES OF OUTSIDE COUNSEL TO HANDLE CONDEMNATION PROCEEDINGS; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and City Council of the City of Forest Park, Georgia (the “City”) have determined it is necessary and desirable to construct and operate a new city hall (the “New City Hall”) within the City limits; and

WHEREAS, the Mayor and City Council have identified a public need to acquire certain real property within the City limits for the construction and operation of the New City Hall; and

WHEREAS, the Mayor and City Council find that the acquisition of the fee simple interest in the entirety of the real property located at **314 FOREST PARKWAY, FOREST PARK, GA 30297, CLAYTON COUNTY TAX PARCEL ID NO. 13051A C004, INCLUDING THREE COMMERCIAL BUILDINGS IDENTIFIED BY THE CLAYTON COUNTY TAX ASSESSOR AS BLDG 1 – 314 FOREST PKWY, BLDG 2 – 318 FOREST PKWY AND**

BLDG 3- 320 FOREST PKWY (the “Property”) is necessary to construct and operate the New City Hall; and

WHEREAS, a description of the Property is attached hereto as **EXHIBIT “1”** and incorporated herein by this reference; and

WHEREAS, the Mayor and City Council find that the acquisition of the fee simple interest in the Property for the construction and operation of the New City Hall constitutes a “public use” within the meaning of O.C.G.A. § 22-1-1, *et seq.*; and

WHEREAS, the City obtained an independent real estate appraisal (the “Appraisal”) from George Petkovich, MAI, CCIM, Principal at Pritchett, Ball & Wise, Inc., to determine the fair market value of the fee simple interest in the Property; and

WHEREAS, the City submitted a prompt offer to Winton E. Bowman, the fee simple owner of the Property (the “Owner”), to acquire the fee simple interest in the Property in the amount established by the Appraisal as the fair market value of the fee simple interest in the Property; and

WHEREAS, the City Manager engaged in negotiations with the Owner for the acquisition of fee simple interest in Property; and

WHEREAS, negotiations between the City and the Owner for the acquisition of the fee simple interest in the Property by negotiated purchase and sale transaction have reached an impasse; and

WHEREAS, O.C.G.A. § 22-2-100, *et seq.*, authorizes the institution of *in rem* condemnation proceedings before a special master whenever it is desirable, for any reason, to arrive at a quick and certain adjudication of the amount of just and adequate compensation to be paid to property owner(s) before the taking or damaging of private property for public use; and

WHEREAS, the Mayor and City Council find that circumstances necessitate the City institute *in rem* condemnation proceedings pursuant to the special master method authorized by O.C.G.A. § 22-2-100, *et seq.*, to arrive at a quick and certain adjudication of the amount of just and adequate compensation to be paid to the Owner and any other parties who may have an interest in the Property before the taking of the fee simple interest in the Property for the construction and operation of the New City Hall.

NOW THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVE:

THAT, the recitals and findings set forth above are hereby incorporated and made a part hereof as though fully set forth herein; and

THAT, the City is hereby authorized to institute *in rem* condemnation proceedings against the fee simple interest in the Property utilizing the special master method pursuant to O.C.G.A. § 22-2-100 *et seq.* to arrive at a quick and certain adjudication of the amount of just and adequate compensation to be paid to the Owner and any other parties who may have an interest in the Property before the taking of the fee simple interest in the Property for the construction and operation of the New City Hall; and

THAT, the City Attorney is hereby authorized and directed to file *in rem* condemnation proceedings against the fee simple interest in the Property utilizing the special master method pursuant to O.C.G.A. § 22-2-100, *et seq.*; and

THAT, the City Attorney is authorized to engage the services of outside counsel at the firm of Parker Poe Adams & Bernstein LLP to handle such condemnation proceedings; and

THAT, the City Attorney and City Manager are hereby authorized to take such actions as may be necessary or required to effect the intent of this Resolution; and

THAT, the Mayor is authorized to take such actions and sign any documents as may be necessary or required to effect the intent of this Resolution; and

THAT, the City Clerk is authorized to execute, attest to, seal and/or certify any documents as may be necessary or required to effect the intent of this Resolution; and

THAT, this Resolution shall be maintained in the public record by the City Clerk and shall be accessible to the public during normal business hours of the City; and

THAT, this Resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

SO RESOLVED this _____ day of February, 2023.

ANGELYNE BUTLER, Mayor

ATTEST:

_____(SEAL)
City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "1"

LEGAL DESCRIPTION OF THE PROPERTY

All that tract or parcel of land lying and being in the City of Forest Park, in Land Lot 51 of the 13th District of Clayton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the North side of Georgia Avenue at a point 787 feet West of the Northwest corner of Georgia Avenue and Hale Road, and thence running West along the North side of Georgia Avenue, and following the curvature thereof, 262.2 feet to an iron pin on the West line of said Land Lot; thence North 0 degrees 2 minutes East along the West line of said Land Lot (this line forming an interior angle of 86 degrees 54 minutes with the chord line of the North side of Georgia Avenue) 300 feet to a point marked by an iron pin; thence East (on a line which forms an interior angle of 93 degrees 13 minutes with the West line of said Land Lot, 256.6 feet to a point marked by an iron pin; thence South, on a line which forms an interior angle of 87 degrees 50 minutes with the last mentioned line, 300 feet to Georgia Avenue at the point of beginning; being a portion of the land shown on a survey and plat of property of "Mrs. Eloise P. Bowman", made by L. H. Fitzpatrick, C.E., dated April, 1959, recorded in Plat Book 5, Page 233, Clayton County Records.

THE PROPERTY ALSO IS DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 51, 13th DISTRICT, CITY OF FOREST PARK, CLAYTON COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH REBAR FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF FOREST PARKWAY AND THE EASTERLY RIGHT-OF-WAY LINE OF SPRINGDALE ROAD.

THENCE, WITH SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 01 DEGREES 53 MINUTES 16 SECONDS EAST, 274.82 FEET TO A 3/4 INCH CRIMP TOP PIPE;

THENCE, LEAVING SAID RIGHT-OF-WAY LINE, NORTH 87 DEGREES 24 MINUTES 11 SECONDS EAST, 246.30 FEET TO A 1/2 INCH OPEN TOP PIPE;

THENCE, SOUTH 00 DEGREES 57 MINUTES 13 SECONDS WEST, 262.75 FEET TO A DRILLED HOLE IN CONCRETE WALL AT THE NORTHERLY RIGHT-OF-WAY LINE OF FOREST PARKWAY;

THENCE, WITH SAID RIGHT-OF-WAY LINE, 252.43 FEET ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1,020.00 FEET AND A CHORD BEARING SOUTH 84 DEGREES 44 MINUTES 01 SECONDS WEST, 251.79 FEET) TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINING **1.50 ACRES (65,314 SQUARE FEET)**, AND BEING A PORTION OF THE LAND SHOWN AND DESCRIBED IN A PLAT OF SURVEY ENTITLED "BOUNDARY & TOPOGRAPHIC SURVEY FOR THE DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK" PREPARED BY FALCON DESIGN CONSULTANTS AND BEARING THE SEAL OF KEVIN M. BROWN, REGISTERED LAND SURVEYOR NUMBER 2960, DATED OCTOBER 14, 2022.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion on Eminent Domain at 314 Forest Parkway – Legal

Submitted By: Michael Williams

Date Submitted: February 14, 2023

Work Session Date: February 20, 2023

Council Meeting Date: February 20, 2023

Background/History:

The City Council has previously authorized staff to engage in negotiations with the owner of 314 Forest Parkway to acquire that land for the new fire station and City Hall site on Forest Parkway. Those negotiations have stalled as the owner is demanding far more than what the property has been appraised for. Therefore, eminent domain proceedings are recommended. Under this process, we will petition the Clayton County Superior Court to allow for the City to receive title to the land and for the landowner to be fairly compensated with an amount established under the Court's proceedings.

The meeting has been properly advertised with signage at the location and with legal ads run at the Clayton News Daily. Additionally, the owner has been personally served. A copy of the correspondence delivered to the owner is attached.

Cost: \$ TBD

Budgeted for: X Yes No

Financial Impact:

The Court will establish the fair value of the land. It was appraised at \$1.6 million. Funds are available for this purchase in the City's bond fund held by the URA.

Action Requested from Council:

Approval of the condemnation resolution.

File Attachments for Item:**7. Council Discussion on Intergovernmental Agreement with DDA – Legal****Background/History:**

The Downtown Development Authority proposes to issue \$6.18 million in bonds to finance the acquisition of property and certain infrastructure in the downtown area to spur the development of mixed-use facilities and other desirable improvements. The DDA is pursuing the rapid implementation of many of the development concepts set forth in the City's Livable Center Initiative Study which was adopted by the City on September 7, 2021. (See illustrative examples from the LCI study attached.)

In order obtain the best possible interest rate, it is proposed that the bonds be secured in part by a pledge of the city to make debt service on the bonds if necessary. The bonds will first be paid through funds of the DDA, revenues from the project and land sales by the DDA. The goal is that the city will not have to make any payments under this agreement.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion on Intergovernmental Agreement with DDA – Legal

Submitted By: Michael Williams

Date Submitted: February 14, 2023

Work Session Date: February 20, 2023

Council Meeting Date: February 20, 2023

Background/History:

The Downtown Development Authority proposes to issue \$6.18 million in bonds to finance the acquisition of property and certain infrastructure in the downtown area to spur the development of mixed-use facilities and other desirable improvements. The DDA is pursuing the rapid implementation of many of the development concepts set forth in the City's Livable Center Initiative Study which was adopted by the City on September 7, 2021. (See illustrative examples from the LCI study attached.)

In order obtain the best possible interest rate, it is proposed that the bonds be secured in part by a pledge of the City to make debt service on the bonds if necessary. The bonds will first be paid through funds of the DDA, revenues from the project and land sales by the DDA. The goal is that the City will not have to make any payments under this agreement.

Cost: \$ TBD

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

Financial Impact:

As indicated above, the bonds will first be paid through funds of the DDA, revenues from the project and land sales by the DDA. The goal is that the City will not have to make any payments under this agreement.

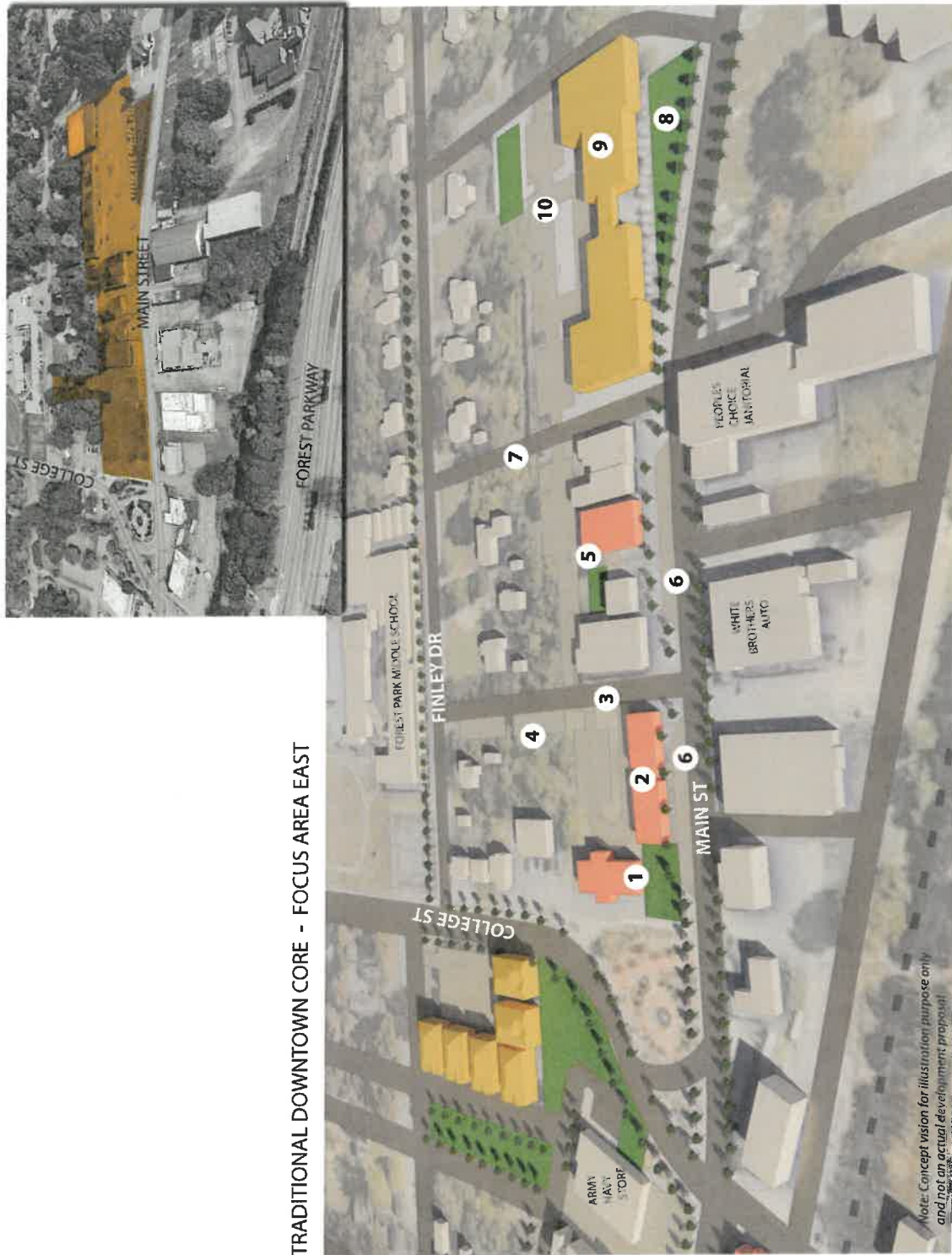
Action Requested from Council:

Approval of the Intergovernmental Agreement

Traditional Downtown Core

1. Potential fast-food/restaurant with outdoor dining and drive-through in rear of the building
2. Storefront retail creating Main Street frontage
3. New street connecting Main Street and Finley Drive
4. Additional parking for retail/commercial uses along the new street
5. Infill commercial with parking and green space in the rear
6. On-street parking and multi-use path on Main Street
7. New street connection between Main Street and Finley Drive
8. Neighborhood / community green space along Main Street
9. Potential new multi-family/condo development
10. Surface parking lot at the rear of residential

TRADITIONAL DOWNTOWN CORE - FOCUS AREA EAST



DOWNTOWN FOREST PARK
URBAN CENTER INITIATIVE STUDY

RECOMMENDATIONS 33

Traditional Downtown Core

MAIN STREET ACTIVE STOREFRONT VISION



EXISTING MAIN STREET LOOKING WEST CARTERS CLEANERS & LAUNDRY



ON-STREET PARKING ON MAIN STREET

LANDSCAPE /FURNITURE ZONE WITH PEDESTRIAN LIGHT AND TREES

MULTI-USE PATH WITH PEDESTRIAN & BIKE AMENITIES

MAIN STREET REDEVELOPMENT VISION



EXISTING MAIN STREET LOOKING WEST NEAR FOREST PRIMITIVE BAPTIST CHURCH



POTENTIAL 3-4 STORY MULTI-FAMILY/CONDO BUILDING FRONTAGE ALIGNED WITH EXISTING BUILDINGS ON MAIN STREET

PEDESTRIAN CONNECTION TO RESIDENTIAL AND PARKING ON THE REAR

LANDSCAPE/FURNITURE ZONE WITH PEDESTRIAN LIGHTS AND TREES

MULTI-USE PATH WITH PEDESTRIAN & BIKE AMENITIES



OUTDOOR SEATING
COMMUNITY GREEN SPACE ALONG MAIN STREET
RESIDENTIAL AMENITIES FACING THE COMMUNITY GREEN

RECOMMENDATIONS 34

Item #7.

INTERGOVERNMENTAL CONTRACT

Between

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK

and

CITY OF FOREST PARK, GEORGIA

Dated as of March 1, 2023

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INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT, dated as of March 1, 2023 (this “**Contract**”), made and entered into by and between the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK** (the “**Authority**”), a downtown development authority and public body corporate and politic duly created and validly existing under and pursuant to the Downtown Development Authorities Law, O.C.G.A. Section 36-42-1, *et seq.*, as amended (the “**Act**”), and the **CITY OF FOREST PARK, GEORGIA**, a municipality chartered under the laws of the State of Georgia (the “**State**”) acting by and through its elected Mayor and Council.

WITNESSETH:

WHEREAS, the City, by proper resolution, declared that there is a need for the Issuer to function in the City, as required by the terms of the Act; the Authority has been duly created and activated pursuant to the terms of the Act, and its directors have been elected as provided therein and are currently acting in that capacity; and

WHEREAS, the Act authorizes the Authority to borrow money and to issue its revenue bonds, which revenue bonds are required to be validated pursuant to the provisions of the Revenue Bond Law (O.C.G.A. § 36-82-61, *et seq.*), and to use the proceeds thereof for the purpose of paying all or part of the cost of any “project,” which includes the acquisition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements and the acquisition, installation, modification, renovation, rehabilitation, or furnishing of fixtures, machinery, equipment, furniture, or other property of any nature whatsoever used on, in, or in connection with any such land, interest in land, building, structure, facility, or other improvement, all for the essential public purpose of the development of trade, commerce, industry, and employment opportunities, which project may be for any industrial, commercial, business, office, parking, public, or other use, provided that a majority of the members of the Authority determines, by a duly adopted resolution, that the project and such use thereof would further the public purpose of the Act; and

WHEREAS, a majority of the directors of the Authority have found and determined, and the Authority does hereby find and determine, that the issuance by the Authority of the below-defined Series 2023 Bond will promote the objectives of the Act, by financing the below-defined Project which will promote the revitalization and redevelopment of the City’s central business district, thereby developing and promoting for the public good and general welfare, trade, commerce, industry, and employment opportunities and promoting the general welfare of the State; and

WHEREAS, the City is a governmental body as described in the Revenue Bond Law, O.C.G.A. Sec. 36-82-60, *et seq.*, and is authorized to undertake projects described therein which include the purchase of land and the construction thereon of facilities for lease to industries, so as to relieve abnormal unemployment conditions; and

WHEREAS, in accordance with O.C.G.A. Sec. 48-5-350 (the millage authorized thereby, the “**Economic Development Millage**”), the City may levy and collect an annual tax

to provide financial assistance to the Authority for the purpose of developing trade, commerce, industry, and employment opportunities; provided, however, that the tax for such purpose shall not exceed three mills per dollar upon the assessed value of the taxable property in the City (such limit, the “**Millage Cap**”); and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the City and the Authority have respectively found and determined, and do hereby find and determine, that, as to each of them respectively, this Contract deals with activities, services or facilities which such contracting party is authorized by law to undertake or provide, and that hence, this Contract is authorized by said Constitutional provision; and

WHEREAS, the Authority desires to finance the costs of completing the acquisition, construction and installation of mixed use facilities to be located in the central business district of the City consisting of (i) acquisition of real property, (ii) installation of certain infrastructure improvements, (iii) restaurant, retail and office space, and (iv) parking facilities, (collectively, the “**Project**”), which Project is to be owned by the Issuer and leased or sold for industrial or commercial purposes; and

WHEREAS, in order to finance the Project, as well as provide for payment of certain costs of issuance (collectively, the “**Costs of the Project**”), the Authority has adopted a bond resolution on February 23, 2023 (the “**Bond Resolution**”) authorizing it to issue its Taxable Economic Development Revenue Bond (Main Street Project), Series 2023, in a maximum principal amount of \$6,180,000 (the “**Series 2023 Bond**”); and

WHEREAS, payment of the Series 2023 Bond will be secured in accordance with the provisions of this Contract pursuant to which the Authority agrees, among other things, to issue the Series 2023 Bond and use the proceeds thereof to pay the Costs of the Project, and the City agrees among other things, to make payments to the Authority sufficient, when and to the extent needed, to pay the debt service on the Series 2023 Bond; and

WHEREAS, the City acted on February __, 2023 to approve and authorize the execution and delivery by the City of this Contract, including minor revisions approved by the Mayor in consultation with the City’s legal counsel necessary to finalize this Contract; and

WHEREAS, the City is authorized to levy taxes, and to expend tax moneys and other available funds to make payment thereto to the Authority of the amounts provided for in this Contract; and

WHEREAS, the Act provides that revenue bonds issued by the Authority shall not be deemed to constitute a debt of the State of Georgia or any political subdivision thereof, and

WHEREAS, no contract entered into by the Authority with any such political subdivision shall create a debt of such political subdivision within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, but any such political subdivision may obligate itself to make the payments required under such contract from moneys received from taxes and from any other source without creating a debt within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants and agreements hereinafter set forth, the Authority and the City hereby agree as follows; provided, that in the performance of the covenants and agreements of the Authority herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt of the Authority but shall be payable solely out of the proceeds derived from the sale of the Series 2023 Bond and the revenues and receipts derived from the City pursuant to this Contract, and any other security pledged by the Authority to such payment:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 Definitions. Capitalized terms used herein and which are not defined herein shall be defined as set forth in the Bond Resolution and in the Exhibits thereto.

Section 1.02 Rules of Construction. The definitions referred to in the Bond Resolution shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,” and other equivalent words refer to this Contract and not solely to the particular portion thereof in which any such word is used.

All references herein to particular Articles or Sections are references to Articles or Sections of this Contract unless otherwise specified.

Section 1.03 Recitals Incorporated Herein. The recitals set forth above are incorporated in this Contract by this reference.

Section 1.04 Common Terms. Common terms in the municipal bond industry that are capitalized, but not defined, herein are used in accordance with their common meaning, and their common meaning may be defined in more detail in the Bond Resolution, which definitions are hereby approved.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the Authority. The Authority represents, warrants, and agrees that:

(a) The Authority is a public body corporate and politic created and existing under the Act and, unless otherwise required by law, shall maintain its corporate existence so long as the

Series 2023 Bond is outstanding. Under the provisions of the Act, the Authority is authorized to enter into and carry out the transactions contemplated by this Contract, the Bond Resolution, the issuance of the Series 2023 Bond and the financing of the Project;

(b) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority which would have a material adverse effect on the right of the Authority to execute this Contract or the ability of the Authority to comply with any of its obligations under the Series 2023 Bond, this Contract, the Bond Resolution or any other documents contemplated to be executed by the Authority in connection with the issuance and delivery of the Series 2023 Bond;

(c) This Contract, upon execution of the same, will constitute the legal, valid and binding obligation of the Authority in accordance with its terms, and performance by the Authority of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the Authority is a party or by which the Authority is bound; and

(d) Except as herein and in the Bond Resolution provided, the Authority will not encumber any part of its interest in moneys paid to the Authority or the holder of the Series 2023 Bond (the “**Holder**”), by the City under this Contract (the “**Revenues**”) or its rights under this Contract. The pledge made of the Revenues payable under this Contract upon issuance of the Series 2023 Bond will constitute a first and prior pledge of and lien on said Revenues on a parity with the pledge or lien for the payment of any Parity Bonds (defined below) hereafter issued, and said pledge shall at no time be impaired by the Authority and the Revenues shall not otherwise be pledged, except as so provided.

Section 2.02 Representations, Warranties, and Agreements of the City. The City represents, warrants, and agrees as follows:

(a) The City is a municipality of the State, having the power to enter into and execute, deliver and perform this Contract, and, by proper action of its governing body, has authorized the execution and delivery of this Contract and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Contract, the Bond Resolution and the financing of the Project, and no approval or other action by any governmental authority, agency or other person is required in connection with the delivery and performance of this Contract by it except as shall have been obtained as of the date of delivery of the Series 2023 Bond;

(b) There is no litigation or proceeding pending, or to the knowledge of the City threatened, against or affecting the City, nor to the best of the knowledge of the City is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Contract or which, in any way, would adversely affect the validity or enforceability of the Series 2023 Bond, this Contract, the Bond Resolution or any other documents contemplated to be executed in connection with the issuance and delivery of the Series 2023 Bond;

(c) This Contract, upon execution of the same, will constitute the legal, valid and binding obligation of the City enforceable in accordance with its terms, and performance by the City of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the City is a party or by which the City is bound; and

(d) There currently is in effect no other pledge of the Economic Development Millage other than that contemplated herein and in the Bond Resolution.

ARTICLE III **ISSUANCE OF SERIES 2023 BOND**

Section 3.01 The Series 2023 Bond. In order to provide funds to finance the Costs of the Project, the Authority, in accordance with the Act, will issue the Series 2023 Bond, and all of the covenants, agreements and provisions hereof relating to the Series 2023 Bond shall, to the extent provided herein and in the Bond Resolution, be for the benefit and security of the Holder. The principal amount of the Series 2023 Bond shall be \$6,180,000. The Series 2023 Bond shall be issued and sold to the initial “Purchaser”, as defined in the Bond Resolution, pursuant thereto.

Section 3.02 Designation, Date, Denomination, Maturities, Interest Payment Date, and Other Particulars of the Series 2023 Bond. The Series 2023 Bond will be issued in fully registered form and will mature and be paid pursuant to the provisions of the Bond Resolution. Interest on the Series 2023 Bond will be paid to the person or persons and in the manner stated in the Series 2023 Bond and in the Bond Resolution, until the obligation of the Authority with respect to the payment of the principal of the Series 2023 Bond shall be discharged in accordance therewith. All other matters regarding the Series 2023 Bond’s designation, date, maturities, interest payment dates and other particulars shall be as set forth elsewhere herein or in the Bond Resolution.

Section 3.03 Revenue Obligation. The Series 2023 Bond shall be paid solely from the Revenues and such other property (including, but not limited to, real property, fixtures, personal property, revenues, or other funds) pledged, mortgaged, conveyed, assigned, hypothecated, or otherwise encumbered to secure or to pay such Series 2023 Bond.

ARTICLE IV **FINANCING OF PROJECT;** **APPLICATION OF PROCEEDS; INVESTMENT OF MONEY**

Section 4.01 Financing of Project. The Authority will finance the Project with proceeds of the Series 2023 Bond as provided in the Bond Resolution, including proceeds on deposit in the Project Fund to be established under the Bond Resolution or other funds lawfully available for such purpose. The Costs of the Project is being financed through the Series 2023 Bond in furtherance of the Authority’s and the City’s public purposes and in particular those public purposes described elsewhere herein. The Authority hereby agrees to issue the Series 2023 Bond to finance the Costs of the Project and thereby cause the Project to be paid for in accordance with the provisions hereof and of the Act, and the City hereby agrees to make the payments provided for in Section 5.01 hereof in accordance with the provisions of this Contract.

Section 4.02 Application of Proceeds of Series 2023 Bond, Bond Documents. The Authority shall apply the proceeds from the sale of the Series 2023 Bond in accordance with the Bond Resolution. The financing documents to be executed in connection with the issuance of the Series 2023 Bond (collectively, the “**Bond Documents**”) shall include such documents as are commonly used in such revenue bond transactions.

Section 4.03 Investment of Money. Money held as a part of the Project Fund and the Debt Service Fund to be established under the Bond Resolution shall be invested or reinvested as directed by the City in accordance with the Bond Resolution.

Section 4.04 Disbursements from the Project Fund. The Authority shall pay the Costs of the Project by checks or wire transfers by making disbursements from the Project Fund or other payments from the proceeds of the Series 2023 Bond as otherwise provided in the Bond Resolution. Such disbursements shall be made only upon the execution and filing with the Authority of a requisition signed by an authorized representative of the Authority (the “**Authority Representative**”) stating (i) the requisition number, (ii) the name and address of the person, firm or corporation (which may include the City or the Authority) to whom payment is due or was made, (iii) the amount paid or to be paid, (iv) that none of the items for which the payment is proposed to be made has formed the basis for any payment theretofore made from the Project Fund, and (v) that each item for which payment is proposed to be made is a proper charge against the Project Fund in accordance with the provisions of the Bond Resolution and this Contract.

Section 4.05 Insurance and Condemnation Proceeds. The Authority may at its option apply any insurance or condemnation proceeds received by it with respect to the Project to repair or replace the Project, or, at the direction of the Authority, to redeem, or provide for the redemption of, the Series 2023 Bond.

ARTICLE V

CONTRACT PAYMENTS BY THE CITY

Section 5.01 Contract Payments by the City. Pursuant to this Contract, the City agrees to provide funds, subject to the Millage Cap, which shall be sufficient to the extent necessary (after taking into account moneys on deposit in the Debt Service Fund) to pay the principal and interest due on the Series 2023 Bond, upon maturity or otherwise, together with all reasonable and necessary fees and expenses of the Bond Registrar, Paying Agent, Debt Service Fund Custodian and Project Fund Custodian under the Bond Resolution, if any, as the same become due, upon the submission by the Bond Registrar, Paying Agent, Debt Service Fund Custodian and Project Fund Custodian, as applicable, of statements therefor. Each payment to be made by the City hereunder is to be made on a parity with every other payment hereunder.

Section 5.02 Credits. Any amounts in the Debt Service Fund prior to any interest payment date or date fixed for redemption or principal repayment of the Series 2023 Bond in the Bond Resolution shall be credited against the payments due by the City under this Contract on such Interest Payment Date or date of redemption.

Section 5.03 Manner and Place of Payments. The payments to be made pursuant to Section 5.01 hereof with respect to the Series 2023 Bond shall be made in lawful money of the

United States of America in immediately available funds on or before the date on which due and shall be paid directly to the Debt Service Fund Custodian for the account of the Authority and shall be deposited in the Debt Service Fund or other designated debt service account as required by the Bond Resolution.

Section 5.04 City's Obligations Unconditional.

(a) The obligations of the City to make payments required in this Article V on the dates and in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of any contingencies whatever and notwithstanding any circumstances or occurrences that may arise or take place hereafter, and shall not be subject to diminution by set-off, counterclaim, abatement or otherwise. Until such time as the principal and interest on the Series 2023 Bond shall have been paid or provision for such payment shall have been made in accordance with the Bond Resolution, the City (i) will not suspend or discontinue any payments for which provision is made in Section 5.01 hereof, (ii) will perform and observe all of its other covenants and agreements contained in this Contract, and (iii) will not terminate this Contract for any cause including, without limiting the generality of the foregoing, impossibility or illegality of performance on the part of the Authority of any of its obligations hereunder or under the Bond Resolution, any acts or circumstances that may constitute failure of consideration, any change in the tax or other laws of the United States of America or the State of Georgia or any political subdivision thereof, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Contract or out of the Bond Resolution.

(b) Damage to, or destruction in whole or in part, of the Project or any part thereof including without limitation any loss, complete or partial, or interruption in the use, occupancy or operation thereof or any manner or thing which for any reason interferes with, prevents or renders burdensome the use thereof, shall not excuse the compliance by the City with any of the terms of this Contract.

Section 5.05 City's Remedies. If the Authority shall fail to perform any of its agreements in this Contract, the City may institute such action against the Authority as the City may deem necessary to compel such performance so long as such action shall not affect, impair or diminish the obligation of the City to make the payments provided for herein, which obligation shall be absolute, unconditional and irrevocable. The City, at its own cost and expense, and in its own name, may prosecute or defend any action or proceedings against third parties or take any other action which the City deems reasonably necessary to secure or protect its rights in which event the Authority agrees to cooperate fully with the City.

Section 5.06 Tax Levy to Make Payments. The City will exercise its powers of taxation, to the extent necessary to pay the amounts required to be paid under Section 5.01 hereof, and will make available and use for the payment of its obligations incurred hereunder all such taxes levied and collected for that purpose together with funds received from any other source. The City, in order to make such funds available for such purpose in each fiscal year, will in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for in each fiscal year during the term of this Contract, include sums sufficient to satisfy the payments required to be made under this Contract, whether or not any other

sums are included in such measure, until all payments required to be made hereby shall have been made in full. The obligations of the City to make the payments provided for under Section 5.01 hereof, up to the Millage Cap, shall constitute a general obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill such obligation.

Section 5.07 Prior Lien of Series 2023 Bond. The Authority will not hereafter issue any other bonds or debt obligations of any kind or nature payable from or enjoying a lien on the Revenues superior to the lien created in the Bond Resolution for the payment of the Series 2023 Bond and any Parity Bonds. Nothing contained herein, however, shall restrict, (1) the issuance of Parity Bonds in accordance with Section 5.08 hereof, (2) the issuance of bonds or debt obligations (“**Junior Bonds**”) by the Authority or another issuer from time to time payable from the Economic Development Millage that is subject to the Millage Cap and secured by a lien thereon junior and subordinate to the lien created to secure the payment of the Series 2023 Bonds and the Parity Bonds, or (3) the City from making payments to the Authority or another development authority out of the Economic Development Millage that is subject to the Millage Cap (at any time when there is no monetary default under the Series 2023 Bonds or the Parity Bonds) or other available sources or revenues, for the purpose of repayment of the Series 2023 Bonds or Parity Bonds or any other legal purpose, or (4) the City or the Authority or another development authority or other person or entity from making deposits, out of any available sources or revenues, including, without limitation, the Economic Development Millage that is subject to the Millage Cap, to the Debt Service Fund to be used as provided herein. By way of illustration and not of limitation, under the preceding clause (3), the City may make payments out of the Economic Development Millage that is subject to the Millage Cap, to the Downtown Development Authority of the City of Forest Park, pursuant to contract or otherwise, at any time and from time to time, to financially support the Downtown Development Authority of the City of Forest Park, provided that, at the time each such payment is made, there is no monetary default under the Series 2023 Bonds or the Parity Bonds. Any provision hereof to the contrary notwithstanding, the City is not restricted in any way regarding millage that is not Economic Development Millage that is subject to the Millage Cap.

Section 5.08 Parity Bonds. The Authority or another issuer may issue additional revenue bonds from time to time payable from the Debt Service Fund and ranking *pari passu* as to the Economic Development Millage, subject to the Millage Cap, with the Series 2023 Bond then outstanding (“**Parity Bonds**”), subject to the terms and conditions prescribed in the Bond Resolution.

ARTICLE VI **EXCULPATION**

Section 6.01 Immunity of Members of Authority.

No recourse shall be had for the enforcement of any obligation, covenant or agreement of the Authority contained in this Contract, in the Series 2023 Bond or the Bond Resolution for any claim based hereon or thereon against any member, director, officer or employee of the Authority or of any successor thereto, in his individual capacity, either directly or through the Authority whether by virtue of any constitutional provision, statute or rule of law. This Contract, the Series 2023 Bond, and the Bond Resolution are solely corporate obligations, and no personal liability shall attach to or be incurred by, any member, director, officer or employee of the Authority or of

any successor thereto, either directly or by reason of the obligations, covenants or agreements entered into by and between the Authority and the City and all personal liability of any character against every such member, director, officer and employee is, by the execution of this Contract, expressly waived and released. The immunity of members, directors, officers and employees of the Authority under the provisions contained in this Section 6.01 shall survive the termination of this Contract.

ARTICLE VII

DEFAULT; REMEDIES

Section 7.01 Events of Default Defined. The following shall be “events of default” under this Contract and the term “event of default” shall mean, whenever used in this Contract, any one of the following events:

(a) Failure by the City to pay when due any amount required to be paid under this Contract; or

(b) The City shall fail to perform any of the other agreements, conditions, covenants or terms herein required to be performed by the City and such default shall continue for a period of 30 days after written notice has been given to the City by the Authority, the Paying Agent or the Holder specifying such default and requesting that it be remedied, or within a greater number of days if such remedy has been undertaken and is being diligently pursued and more than 30 days is required for its completion; provided, however, that if, by reason of *force majeure*, the City is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than monetary obligations to the Authority or the obligations relating to the payments to be made under any provision of this Contract), the City shall not be deemed in default during the continuance of such inability to perform. The term “*force majeure*” shall mean, without limitation, acts of God; strikes; work stoppages or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes, fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, or any other cause or event not reasonably within the control of the City. The City will use its best efforts, however, to remedy, with all reasonable dispatch, the cause or causes preventing the City from carrying out such obligation; provided, that the settlement of strikes, work stoppages and similar disturbances shall be entirely within the discretion of the City, and the City shall not be required to make settlement of such disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the City, unfavorable to the City; or

(c) An “Event of Default” shall have occurred under the Bond Resolution.

Section 7.02 Remedies on Default.

(a) If an event of default referred to in Section 7.01(a) or 7.01(b) hereof occurs and is continuing, then the Paying Agent or the Registered Owners, by written notice to the City, may take whatever action at law or in equity may appear necessary or desirable to enforce the

performance and observance of the obligation, agreement or covenant of the City then in default under this Contract, whether for specific performance of any covenant or agreement contained herein or therein or in aid of the execution of any power herein granted. No remedy conferred upon or reserved to the Holder in this subsection (a) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract and now or hereafter existing at law or in equity or by statute, subject to the provisions of the Bond Resolution.

(b) If an event of default referred to in Section 7.01(c) hereof occurs and is continuing, then the Registered Owners may pursue the remedies set forth in the Bond Resolution.

(c) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Holder to exercise any respective remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than any notice required herein.

Section 7.03 Attorneys' Fees and Expenses. In the event the City should default under any of the provisions of this Contract and the Holder shall employ attorneys or incur other expenses for the collection of the amounts payable hereunder or the enforcement, performance or observance of any obligation or agreement on the part of the City herein contained, the City, on demand therefor, will pay the amount of the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred.

Section 7.04 No Waiver of Breach. In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.05 City Authorized to Cure Default of Authority. With regard to any default on the part of the Authority under this Contract or under the Bond Resolution, the Authority hereby vests the City with full power, for the account of the Authority, to perform any obligation in remedy of such default in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such acts.

Section 7.06 Failure to Enforce Agreement Not a Waiver. The failure of the Authority or the Holder to enforce any agreement, condition, covenant or term by reason of any default or breach by the City shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant or term on the occasion of any subsequent default or breach.

ARTICLE VIII

TERM; MISCELLANEOUS

Section 8.01 Term of this Contract. This Contract shall be in full force and effect from the date of delivery hereof until such time as the Series 2023 Bond and any Parity Bonds shall have been paid or provision for such payment shall have been made in accordance with the Bond Resolution and all payments due or to become due to the Bond Registrar, Paying Agent, Debt Service Fund Custodian and Project Fund Custodian have been made; provided that in no event shall this Contract extend beyond fifty years from its date.

Section 8.02 Notices. All communications provided for herein shall be in writing and shall be sufficiently given and served upon the Authority, the City and the Holder, as applicable, if sent by facsimile with the original to follow by United States registered mail, return receipt requested, postage prepaid (unless otherwise required by the specific provisions hereof in respect of any matter) and addressed as follows:

If to the Authority:	Downtown Development Authority of the City of Forest Park 745 Forest Parkway Forest Park, Georgia 30297 Attn: Chair
with a copy to:	Thompson, O'Brien, Kappler & Natsuti, P.C. 2 Sun Court, Suite 400 Peachtree Corners, Georgia 30092 Attn: Michael J. Williams, Esq.
and to:	Seyfarth Shaw LLP 1075 Peachtree Street, NE, Suite 2500 Atlanta, Georgia 30309 Attn: Daniel M. McRae, Esq.
If to the City:	City of Forest Park, Georgia 745 Forest Parkway Forest Park, Georgia 30297 Attn: City Manager
with a copy to:	Thompson, O'Brien, Kappler & Natsuti, P.C. 2 Sun Court, Suite 400 Peachtree Corners, Georgia 30092 Attn: Michael J. Williams, Esq.

Any party, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 8.03 Binding Effect; Third Party Beneficiaries. This Contract shall inure to the benefit of and shall be binding upon the Authority and the City, and their respective successors and assigns. The City hereby acknowledges and agrees that the Authority has pledged all moneys paid to the Authority by the City pursuant to Section 5.01 hereof together with the rights of the Authority to collect payments pursuant to this Contract as security for the payment of the principal or, premium, if any, and interest on the Series 2023 Bond. The City hereby consents to such pledge, and the Authority and the City agree that any Holders are third-party beneficiaries of this Contract, and may enforce the terms and provisions hereof. There are no other third-party beneficiaries.

Section 8.04 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.05 Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in any Fund under the Bond Resolution after payment in full of the principal and interest on the Series 2023 Bond, the fees, charges and expenses of the Bond Registrar, Paying Agent, Debt Service Fund Custodian and Project Fund Custodian and all other amounts required to be paid, shall be paid to the City.

Section 8.06 Delegation of Duties by Authority. It is agreed that under the terms of this Contract and also under the terms of the Bond Resolution, the Authority has delegated certain responsibilities to the City. The fact of such delegation shall be deemed a sufficient compliance by the Authority to satisfy the responsibilities so delegated and the Authority shall not be liable in any way by reason of acts done or omitted by the City.

Section 8.07 Amendments, Changes and Modifications. Subsequent to the initial issuance of the Series 2023 Bond and prior to the payment in full of the Series 2023 Bond, this Contract may not be amended, changed, modified or altered except as provided in the Bond Resolution.

Section 8.08 Execution Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8.09 Captions. The captions or headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract.

Section 8.10 Law Governing Construction of Contract. This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Authority and the City have caused this Contract to be executed in their respective names and their respective seals to be hereunto affixed and attested by their respective duly authorized officers, all as of the date first above written.

**DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF FOREST PARK, GEORGIA**

By: _____
Angelyne Butler, Chair

ATTEST:

_____, Secretary

[SEAL]

CITY OF FOREST PARK, GEORGIA

By: _____
Angelyne Butler, Mayor

ATTEST:

Clerk

[SEAL]

RESOLUTION ____

A RESOLUTION AUTHORIZING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH RESPECT TO THE DOWNTON DEVELOPMENT AUTHORITY'S ISSUANCE OF CERTAIN BONDS

WHEREAS, the Downtown Development Authority of the City of Forest Park desires to issue certain bonds secured by an Intergovernmental Agreement with the City of Forest Park; and

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

1. **Approval of Execution.** 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. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by legal counsel.
3. **Severability.** 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 20th day of February, 2023.

Mayor

(SEAL)

ATTEST:

City Clerk

EXHIBIT A

Intergovernmental Agreement