

**CITY OF FOREST PARK  
MAYOR & CITY COUNCIL AGENDA  
REGULAR MEETING  
OCTOBER 7, 2019**

**ANGELYNE BUTLER**  
MAYOR



**Kimberly James**  
*Ward 1*

**Dabouze Antoine**  
*Ward 2*

**Sandra Bagley**  
*Mayor Pro-Tem/ Ward 3*

**Latresa Akins-Wells**  
*Ward 4*

**Allan Mears**  
*Ward 5*

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**City of Forest Park Police Department  
Municipal Court  
320 Cash Memorial Blvd.  
Forest Park, GA 30297**

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**Work Session 6:00 P.M.**

- |   |                     |
|---|---------------------|
| • Call to Order   | Mayor Butler        |
| • Presentation – Department of Natural Resources Urban Wildlife Program | Kaitlin Goode       |
| • City Manager's Report   | Angela Redding      |
| • Discussion of Little Ones Learning Center                             | Councilman Mears    |
| • Discussion of Visitor's Log   | Councilwoman Bagley |

**Regular Meeting 7:00 P.M.**

- I. Call to Order
- II. Invocation
- III. Pledge of Allegiance
- IV. Roll Call
- V. Public Comment Period

**CITY OF FOREST PARK  
MAYOR & CITY COUNCIL AGENDA  
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OCTOBER 7, 2019**

**VI.** Approval of Minutes:

1. Work Session of Mayor & Council of September 11, 2019
2. Regular Meeting of Mayor & Council of September 16, 2019

**VII.** Recess for Public Hearing

**VIII.** Open Hearing to receive comments on the Local Law Enforcement Edward Byrne Justice Assistance Grant.

**Summary and Background:** The Police Department submitted a grant application to the Department of Justice for the 2019 Edward Byrne Memorial Justice Assistance Grant in the amount of thirteen thousand six hundred and seventy three dollars (\$13,673). The Police Department intends to use this funding for the purchase of a driving simulator. Driving is a high liability area the police department deals with on a daily basis. Better-trained officers not only reduce liability but also improve the safety of our employees and citizens.

**IX.** Close Public Hearing and Reconvene Regular Meeting

**X. Agenda Items:**

1. Presentation of Georgia Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting
2. Confirmation of the Director of Recreation and Leisure Services
3. Consider an Ordinance by the Governing Body of the City of Forest Park, Georgia establishing the Budgets for Special Revenue Funds for the Fiscal Year 2019 – 2020.

**Background and Summary:** The Special Revenue Funds are used to account for the proceeds of specific revenue sources that are restricted to expenditures for specified purposes. These funds consist of various Grants and Projects that are not included in the general operations budget of the City.

4. Consider an Ordinance by the City Council of the City of Forest Park to establish the final Ad Valorem Tax Millage Rate for the City

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MAYOR & CITY COUNCIL AGENDA  
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OCTOBER 7, 2019**

of Forest Park, Georgia; to provide for severability; to provide an effective date; and for other purposes.

**Background and Summary:** The proposed Ordinance is to establish the Ad Valorem Millage Rate for the City of Forest Park for 2019 in accordance with the State of Georgia Code Section 48-5-32. The proposed Millage Rate of 16.743 is the same as for 2018.

5. Consider a Resolution by the City Council of the City of Forest Park Acknowledging the City Council has reviewed the grant application for the Edward Byrne Memoria Justice Assistance Grant, award year 2019, for the purchase of one driving simulator and authorizes the Mayor to execute an agreement with the Department of Justice for said Grant in the amount of thirteen thousand six hundred and seventy three dollars (\$13,673); to provide an effective date; and for other purposes.
6. Consider an Ordinance by the City Council of the City of Forest Park, Georgia to appropriate funds for implementation of wage and salary increases for employees of the City pursuant to a wage and compensation study; to provide for an effective date; and for other lawful purposes.

**Background and Summary:** A wage and compensation study has been completed for the City of Forest Park by Evergreen Solutions, LLC. The schedule attached to the Ordinance reflects the budget amendments necessary to implement Option 2 of the study with an effective date of October 16, 2019.

7. Consider an Ordinance by the City Council of the City of Forest Park, Georgia Banning Donation Bins; to provide for an effective date; and for other purposes.

**Background and Summary:** In recent years, the number of donation bins located on properties within Forest Park has proliferated. Most of these bins have not been properly maintained. People have dumped large volumes of materials in and around the bins resulting unsightly and unsanitary conditions in and around the bins. The ordinance would prohibit these bins and require owners to have the bins removed.

8. Consider the Approval of an Intergovernmental Agreement between the City of Forest Park and the Downtown Development Authority

**CITY OF FOREST PARK  
MAYOR & CITY COUNCIL AGENDA  
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OCTOBER 7, 2019**

providing for certain payments to be made by the Downtown Development Authority to the City of Forest Park.

**Background and Summary:** The Downtown Development Authority has adopted a number of bond resolutions which will provide for tax abatements for purpose of attracting and retaining businesses at the Gillem Logistics Center. The terms of the resolutions provide that certain payments in lieu of taxes be remitted to the City of Forest Park. The intergovernmental agreement memorializes the terms of these payments.

9. Consider the Request to reduce the number of members on the Development Authority Board.
  10. Consider a Resolution by the City Council of the City of Forest Park declaring certain city property, listed on "Exhibit A" to be surplus property and to provide for its proper disposal either by auction or other purposes.
- XI.** Executive Session for Personnel, Litigation, Real Estate and Legal Matters
- XII.** Comments by Governing Body
- XIII.** Adjournment



**STATE OF GEORGIA  
CITY OF FOREST PARK**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE BY THE GOVERNING BODY OF THE CITY  
OF FOREST PARK, GEORGIA ESTABLISHING THE  
BUDGETS FOR SPECIAL REVENUE FUNDS FOR THE  
FISCAL YEAR 2019-2020.**

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*BE IT ORDAINED* by the Governing Body of the City of Forest Park that the total of \$1,432,407 is the estimated revenues and expenditures for Special Revenue Funds for the fiscal year 2019-2020, as itemized on Exhibits A and B, attached hereto and incorporated herein by reference.

PASSED AND ADOPTED THIS THE 7<sup>th</sup> DAY OF OCTOBER, 2019.

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Angelyne Butler, Mayor

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Kimberly James  
Councilmember, Ward One

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Dabouze Antoine  
Councilmember, Ward Two

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Sandra Bagley  
Councilmember, Ward Three

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Latresa Wells  
Councilmember, Ward Four

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Allan Mears  
Councilmember, Ward Five

ATTEST:

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

Approved as to form:

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

## EXHIBIT A

CITY OF FOREST PARK  
SPECIAL REVENUE FUNDS - BUDGETS  
FISCAL YEAR 2019 - 2020

ACCOUNT #	<u>SPECIAL REVENUE FUND NAME</u>	2019-2020 BUDGET <u>AMOUNT</u>
	<u>REVENUES</u>	
211-00-0000-35-1320	LOCAL DRUG TASK FORCE	\$ 20,000
215-00-0000-34-2500	EMERGENCY TELEPHONE SYSTEM FUND (E911) FEES	388,000
250-00-0000-33-1113	COPS HIRING PROGRAM GRANT	89,248
250-00-0000-33-1114	COPS HIRING PROGRAM GRANT - CITY MATCH	114,714
250-00-0000-33-1101	2017 BPV GRANT	2,785
250-00-0000-33-1102	2017 BPV GRANT - CITY MATCH	2,785
250-00-0000-33-1103	2019 BVP GRANT	6,901
250-00-0000-33-1104	2019 BVP GRANT - CITY MATCH	6,901
250-00-0000-33-1134	2015 CDBG - WEST STREET	68,784
250-00-0000-33-1135	2016 CDBG - WEST STREET	61,748
250-00-0000-33-1136	2017 CDBG - TOWN CENTER PLAZA	93,500
250-00-0000-33-1137	2018 CDBG - GOVERNORS DRIVE	100,000
250-00-0000-33-1138	2019 CDBG - ROCKCUT ROAD	64,213
250-00-0000-33-1180	EDWARD BYRNE GRANT 2017/2018	14,608
250-00-0000-33-1181	EDWARD BYRNE GRANT 2019	13,673
270-00-0000-33-1101	TAX ALLOCATION DISTRICT #1	324,547
275-00-0000-31-4100	HOTEL / MOTEL TAXES FUND	<u>60,000</u>
	TOTAL REVENUES	<u>\$ 1,432,407</u>

**EXHIBIT B****CITY OF FOREST PARK  
SPECIAL REVENUE FUNDS - BUDGETS  
FISCAL YEAR 2019 - 2020**

<b>ACCOUNT #</b>	<b><u>SPECIAL REVENUE FUND NAME</u></b>	<b>2019-2020 BUDGET <u>AMOUNT</u></b>
	<b><u>EXPENDITURES</u></b>	
211-31-3210-53-1105	LOCAL DRUG TASK FORCE - SUPPLIES	\$ 20,000
215-32-3802-51-1101	E911 FUND - PERSONNEL COSTS	101,444
215-32-3802-52-1301	SYSTEM MAINTENANCE CONTRACT	177,000
215-32-3802-54-2502	E911 FUND - CAPITAL OUTLAY	15,000
215-32-3801-58-1200	PRINCIPAL - LOAN - RADIO SYSTEM	88,869
215-32-3801-58-2200	INTEREST - LOAN - RADIO SYSTEM	5,687
250-21-7550-54-1428	2015 CDBG - WEST STREET	68,784
250-21-7550-54-1429	2016 CDBG - WEST STREET	61,748
250-21-7550-54-1431	2017 CDBG - TOWN CENTER PLAZA	93,500
250-21-7550-54-1432	2018 CDBG - GOVERNORS DRIVE	100,000
250-21-7550-54-1433	2019 CDBG - ROCKCUT ROAD	64,213
250-31-3210-51-1100	COPS HIRING PROGRAM GRANT	203,962
250-31-3340-54-2509	EDWARD BYRNE GRANT 2017 / 2018	14,608
250-31-3340-54-2510	EDWARD BYRNE GRANT 2019	13,673
250-31-3340-54-2520	2017 BVP GRANT	5,570
250-31-3340-54-2521	2019 BVP GRANT	13,802
270-20-7540-52-1100	TAX ALLOCATION DISTRICT #1	324,547
275-20-7540-52-1100	HOTEL / MOTEL TAXES FUND	<u>60,000</u>
	TOTAL EXPENDITURES	<u><u>\$ 1,432,407</u></u>

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF FOREST PARK TO ESTABLISH THE FINAL AD VALOREM TAX MILLAGE RATE FOR THE CITY OF FOREST PARK, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Forest Park has advertised its intent to establish a millage rate for ad valorem taxation for municipal purposes to be imposed upon tangible property within the City of Forest Park; and

WHEREAS, the City has published the required report on the proposed millage rate in accordance with O.C.G.A. § 48-5-32.1.

NOW, THEREFORE, BE IT ORDAINED, by the Governing Body of the City of Forest Park as follows:

**Section 1.** Establishment of final ad valorem tax

In order to finance the proposed expenses of the City, a final ad valorem tax will be set at 16.743 mills.

**Section 2.** Severability

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

**Section 3.** Effective Date

This Ordinance shall be in full force and effect immediately upon and after its final passage.

SO ORDAINED THIS 7<sup>th</sup> DAY OF OCTOBER, 2019.

CITY OF FOREST PARK, GEORGIA

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

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Kimberly James  
Councilmember, Ward One

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Dabouze Antoine  
Councilmember, Ward Two

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Sandra Bagley  
Councilmember, Ward Three

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Latresa Wells  
Councilmember, Ward Four

\_\_\_\_\_  
Allan Mears  
Councilmember, Ward Five

ATTEST:

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

(THE SEAL OF THE CITY OF  
FOREST PARK, GEORGIA)

Approved as to form:

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

## NOTICE

The Forest Park City Council does hereby announce that the millage rate will be set at a meeting to be held at Forest Park City Hall located at 745 Forest Parkway, Forest Park, Georgia on October 7, 2019 at 7:00 PM and pursuant to the requirements of O.C.G.A. 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy along with the history of the tax digest and levy for the past five years.

### CITY OF FOREST PARK CURRENT 2018 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

CITY	2014	2015	2016	2017	2018	2019
Real & Personal	480,711,568	509,157,022	524,201,182	613,137,095	653,907,188	686,632,924
Motor Vehicles	36,204,870	25,784,880	19,676,460	15,164,370	13,034,190	10,387,240
Mobile Homes	101,743	99,456	97,303	94,492	91,785	90,413
Timber - 100%	0	0	0	0	0	0
Heavy Duty Equipment	0	0	7,610	4,030	8,886	18,339
Gross Digest	517,018,181	535,041,358	543,982,555	628,399,987	667,042,049	697,128,916
Less M&O Exemptions	(30,431,401)	(30,792,549)	(32,409,980)	(32,844,686)	(41,993,224)	(44,621,507)
Net M&O Digest	486,586,780	504,248,809	511,572,575	595,555,301	625,048,825	652,507,409
Gross M&O Millage	0.024267	0.024792	0.026578	0.021677	0.023729	0.024093
Less Rollbacks	0.009524	0.010049	0.009835	0.004934	0.006986	0.00735
Net M&O Millage	0.014743	0.014743	0.016743	0.016743	0.016743	0.016743
Net Taxes Levied	7,173,749	7,434,140	8,565,260	9,971,382	10,465,192	10,924,932
Net Taxes & Increase	14,129	260,391	1,131,119	1,406,123	493,810	459,739
Net Taxes & Increase	0.20%	3.63%	15.22%	16.42%	4.95%	4.39%



**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**RESOLUTION NO. 19-\_\_\_\_\_**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF FOREST PARK ACKNOWLEDGING THE CITY COUNCIL HAS REVIEWED THE GRANT APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, AWARD YEAR 2019, FOR THE PURCHASE OF ONE DRIVING SIMULATOR AND AUTHORIZES THE MAYOR TO EXECUTE AN AGEEMENT WITH THE DEPARTMENT OF JUSTICE FOR SAID GRANT IN THE AMOUNT OF THIRTEEN THOUSAND SIX HUNDRED AND SEVENTY THREE DOLLARS (\$13,673); TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Forest Park Police continually strives to provide the citizens of Forest Park with the highest quality of professionalism and dedicated service; and

**WHEREAS**, the City is eligible for a “no-match” grant, administered through the Edward Byrne Justice Assistance Grant Program to purchase one driving simulator in the amount \$13,673; and

**WHEREAS**, the Department of Justice requires the City Council to review the grant application prior to the City of Forest Park entering into an award agreement.

**WHEREAS**, it is in the best interest of the City of Forest Park to accept this grant.

**NOW, THEREFORE**, the City Council resolves that the grant application has been reviewed and accepted.

**SECTION 1**, If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional for any reason by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution and such remainder shall remain in full force and effect.

**SECTION 2,** This Resolution shall be in full force and effect immediately upon and after its final passage.

Ordained this 7<sup>th</sup> day of October, 2019.

CITY OF FOREST PARK, GEORGIA

\_\_\_\_\_  
Angelyne Butler, MAYOR

\_\_\_\_\_  
Kimberly James  
Councilmember, Ward One

\_\_\_\_\_  
Dabouze Antoine  
Councilmember, Ward Two

\_\_\_\_\_  
Sandra Bagley  
Councilmember, Ward Three

\_\_\_\_\_  
Latresa Wells  
Councilmember, Ward Four

\_\_\_\_\_  
Allan Mears  
Councilmember, Ward Five

ATTEST:

\_\_\_\_\_  
CITY CLERK

Approved as to form:

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

THE SEAL OF THE CITY OF  
FOREST PARK, GEORGIA



**BJA FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program -  
Local Solicitation** 2019-H3546-GA-DJ

[Application](#)[Correspondence](#)Application: **Review SF-424** [Print a Copy](#)[Application Handbook](#)[Overview](#)[Applicant  
Information](#)[Project Information](#)[Budget and  
Program  
Attachments](#)[Assurances and  
Certifications](#)[Review SF 424](#)[Submit Application](#)[Help/Frequently Asked  
Questions](#)[GMS Home](#)[Log Off](#)

<b>APPLICATION FOR FEDERAL ASSISTANCE</b>		<b>2. DATE SUBMITTED</b> August 23, 2019	<b>Applicant Identifier</b>
<b>1. TYPE OF SUBMISSION</b> Application Non-Construction		<b>3. DATE RECEIVED BY STATE</b>	<b>State Application Identifier</b>
		<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>	<b>Federal Identifier</b>
<b>5. APPLICANT INFORMATION</b>			
<b>Legal Name</b> Forest Park Police Department		<b>Organizational Unit</b> Police	
<b>Address</b> 320 Cash Memorial Blvd Forest Park, Georgia 30297-2666		<b>Name and telephone number of the person to be contacted on matters involving this application</b>  Reynolds, Jamie (404) 366-7280	
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN)</b> 58-6002562		<b>7. TYPE OF APPLICANT</b> Municipal	
<b>8. TYPE OF APPLICATION</b> New		<b>9. NAME OF FEDERAL AGENCY</b> Bureau of Justice Assistance	
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE</b> NUMBER: 16.738 CFDA: Edward Byrne Memorial Justice Assistance Grant TITLE: Program		<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT</b> Police Driving Simulator	
<b>12. AREAS AFFECTED BY PROJECT</b> City of Forest Park			
<b>13. PROPOSED PROJECT</b> Start Date: October 01, 2018 End Date: September 30, 2020		<b>14. CONGRESSIONAL DISTRICTS OF</b> a. Applicant b. Project GA13	
<b>15. ESTIMATED FUNDING</b>		<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>	
Federal	\$13,673	Program has not been selected by state for review	
Applicant	\$0		
State	\$0		
Local	\$0		
Other	\$0		
Program Income	\$0	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>	
TOTAL	\$13,673	N	
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.</b>			

[Continue](#)

FY19 JAG  
Program Narrative

**Name:** City of Forest Park: Forest Park Police Department

**Title of Project:** Driving To Prevent Crashes

- A. Description of Issues:** According to the CDC, "Motor vehicle-related incidents are a leading cause of line-of-duty deaths for law enforcement officers in the United States" From 2005-2017, 775 officers died due to motor vehicle related incidents (struck by and crashes) – 37% of all line-of-duty deaths (National Law Enforcement Officers Memorial Fund).

Driving is a high liability area that the police department deals with on a daily basis. Better-trained officers should assist in the reduction of officer-involved accidents and thus improve the safety of our employees and the citizens of Forest Park, while reducing liability for the city. The City of Forest Park is dedicated to finding a way to make a difference within the city limits of Forest Park.

With the increase of officer deaths, injuries and extensive litigation associated with inmate transport and other driving involved scenarios, there is a heightened focus on transport and other vehicle driver training. The use of computer driving simulators for officer training has increased dramatically among the law enforcement community. Simulator training has been found to be an effective way to reduce officer-involved crashes.

A law enforcement officer has an exceptional number of demands placed on them once they take their place in the driver's seat of a patrol car. Factors that demand the officer's attention while driving at high speeds include anticipation of suspect driver's actions, observance of other citizen drivers, monitoring radio traffic from dispatch, monitoring of the in-car mobile computer terminal (MCT), scanning and awareness of surroundings including pedestrians or inclement weather condition factors.

Simulators can be designed to replicate real life situations, including the necessary multitasking, which is required of the officer while operating the patrol vehicle. Simulators are built to include all the features of a patrol vehicle including the MCT, emergency lights, siren and radio. The officer can even perform the simple task of getting behind the wheel of the simulated vehicle and starting the engine with a key.

Driving simulators are an affordable and effective tool for the training of both officers and recruits. They offer the ability to streamline training to specific causes of officer-involved vehicle incidents, including excessive speed and poor critical decision making skills. Stimulators can also improve officer reaction and response times. They can be fully configured to integrate into an agency's current emergency vehicle operation training program. Driver training simulators offer un-paralleled learning opportunities for officers in the safest environment for everyone involved.

- B. Project Design and Implementation:** The City of Forest Park and the Forest Park Police Department are concerned about the safety of our employees and the citizens of Forest Park.

After speaking with members of the community and employees of the Forest Park Police Department, it was decided that a driving simulator would be a worthwhile project.

- C. Capabilities and Competencies:** After the Forest Park Police Department completes driving simulator training, training could be made available to other units of local government such as fire or public works.
- D. Plan For Collecting the Data Required for this Solicitation's Performance Measures:** The City of Forest Park and the Forest Park Police Department are very familiar with BJA's Performance Measurement Tool (PMT). The goals, strategies and deliverables listed below will be utilized to assist in the completion of this required report.

**Goals of the Project:** The main goal of the project is to reduce officer involved crashes through driver simulated training.

**Strategies:**

Purchase driving simulator

Train instructors on use of driving simulator

Train officers with the aid of driving simulator

Evaluate number of officers involved in crashes before and after driving simulator training was provided.

**Major Deliverables:** Equipment provided through the JAG program will assist in the reduction of officer-involved accidents and thus improve the safety of our employees and citizens, while reducing liability for the city.

The main deliverable from this grant is improving officer safety by reducing the number of officer-involved crashes.

FY19 JAG  
Project Identifiers

The City of Forest Park has identified five (5) project identifiers that would be associated with the proposed project activities. Please see project identifiers listed below.

**Project Identifiers**

1. Education
2. Equipment—Video/Audio
3. Policing
4. Officer Safety
5. Computer Hardware and Software



STATE OF GEORGIA

CITY OF FOREST PARK

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF FOREST PARK, GEORGIA, TO APPROPRIATE FUNDS FOR IMPLEMENTATION OF WAGE AND SALARY INCREASES FOR EMPLOYEES OF THE CITY PURSUANT TO A WAGE AND COMPENSATION STUDY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.**

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

**WHEREAS**, the governing body desires to amend the budget for Fiscal Year 2020 to implement Option 2 of the Wage and Compensation Study providing for wage and salary increases for the City’s employees included in said option;

**NOW, THEREFORE, BE IT ORDAINED, by the governing body of the City of Forest Park**, and by the authority thereof:

**Section 1.** The budget for Fiscal Year 2020 is hereby amended as shown on the attached Exhibit A to provide for wage and salary increases with an effective date as indicated.

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

**Section 3.** (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.



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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO ORDAINED this 7<sup>th</sup> day of October, 2019.

\_\_\_\_\_  
Mayor Angelyne Butler

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Council Member Kimberly James, Ward 1

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Council Member Dabouze Antoine, Ward 2

\_\_\_\_\_  
Council Member Sandra Bagley, Ward 3

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Council Member Latresa Wells, Ward 4

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Council Member Allan Mears, Ward 5

ATTEST:

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

APPROVED AS TO FORM:

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

## EXHIBIT A

CITY OF FOREST PARK  
 SCHEDULE OF WAGE AND SALARY  
 AND RELATED PAYROLL ACCOUNTS ADJUSTMENTS  
 FROM WAGE AND COMPENSATION STUDY  
 ATTACHMENT TO ORDINANCE  
 EFFECTIVE OCTOBER 16, 2019

LINE ITEM #	DEPARTMENT	51-1101 INCREASE BUDGETED SALARY	51-2201 INCREASE BUDGETED FICA	51-2301 INCREASE BUDGETED MEDICARE	TOTAL INCREASE
100-22-1510	FINANCE OFFICE	\$ 4,847.14	\$ 300.52	\$ 70.28	\$ 5,217.95
100-24-1535	TECHNOLOGY SERVICES	\$ 4,597.39	\$ 285.04	\$ 66.66	\$ 4,949.09
100-25-1540	SUPPORT SERVICES	\$ 7,849.02	\$ 486.64	\$ 113.81	\$ 8,449.47
100-27-4900	FLEET SERVICES	\$ 11,266.73	\$ 698.54	\$ 163.37	\$ 12,128.64
100-31-3210	POLICE SERVICES	\$ 62,004.97	\$ 3,844.31	\$ 899.07	\$ 66,748.35
100-32-3801	E911 COMMUNICATIONS	\$ 21,799.43	\$ 1,351.56	\$ 316.09	\$ 23,467.09
100-41-6110	RECREATION & LEISURE	\$ 34,084.97	\$ 2,113.27	\$ 494.23	\$ 36,692.47
100-51-4210	PUBLIC WORKS - STREETS	\$ 83,603.17	\$ 5,183.40	\$ 1,212.25	\$ 89,998.81
100-55-7410	PLANNING,BLDG,& ZONING	\$ 3,651.54	\$ 226.40	\$ 52.95	\$ 3,930.89
100-56-3910	PB&Z ANIMAL CONTROL	\$ 2,135.40	\$ 132.40	\$ 30.96	\$ 2,298.76
100-60-3610	FIRE EMS SERVICES	\$ 5,946.72	\$ 368.70	\$ 86.23	\$ 6,401.65
100-61-3510	FIRE - FIREFIGHTERS	\$ 68,890.49	\$ 4,271.21	\$ 998.91	\$ 74,160.62
540-72-4520	SANITATION - COLLECTION	\$ 5,898.46	\$ 365.70	\$ 85.53	\$ 6,349.70
TOTALS		\$ 316,575.46	\$ 19,627.68	\$ 4,590.34	\$ 340,793.48

Total increase to be funded from fund balance.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF FOREST PARK PROHIBITING DONATION BOXES WITHIN THE CITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Forest Park has been vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the City of Forest Park;

**WHEREAS**, there exists in the City a number of donation bins or drop boxes (hereinafter donation boxes) located on the exterior portions of buildings or properties for the purpose of collecting clothing or other salvageable personal property;

**WHEREAS**, most of these donation boxes appear to be unattended;

**WHEREAS**, many of these donation boxes pose a hazard to pedestrian and vehicular traffic;

**WHEREAS**, material has been allowed to accumulate outside of the unattended donation boxes where it can be scattered by adverse weather conditions, animal contacts and human activities;

**WHEREAS**, the City wishes to avoid allowing these boxes to attract vermin, contributed to unsightly conditions, and or to become public health hazards; and

**WHEREAS**, this ordinance will benefit the health, safety, morals and welfare of the citizens of the City of Forest Park.

**WITNESSETH:**

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

**SECTION 1.** That Title 9, Chapter 8, Article A of the Code of Ordinances, City of Forest Park is hereby adding a new Section 9-8-4 to read as follows:

*“Sec. 9-8-3. – Outside Donation Boxes or Bins Prohibited*

*Donation boxes or bins shall not be allowed in the City on the exterior portion of any building or property.”*

**SECTION 2. Intention of the Governing Body.** It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be



made a part of the Code of Ordinances, City of Forest Park, and the sections of the ordinance may be renumbered to accomplish such intention.

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

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

**SECTION 5. Codification and Severability.**

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

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

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO ORDAINED this 7<sup>th</sup> day of October, 2019.

\_\_\_\_\_  
Mayor Angelyne Butler

\_\_\_\_\_  
Council Member Kimberly James, Ward 1

\_\_\_\_\_  
Council Member Dabouze Antoine, Ward 2

\_\_\_\_\_  
Council Member Sandra Bagley, Ward 3

\_\_\_\_\_  
Council Member Latresa Wells, Ward 4

\_\_\_\_\_  
Council Member Allan Mears, Ward 5

ATTEST:

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

APPROVED AS TO FORM:

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

## **INTERGOVERNMENTAL AGREEMENT RELATING TO THE DISTRIBUTION OF PAYMENTS IN LIEU OF TAXES**

This **INTERGOVERNMENTAL AGREEMENT RELATING TO THE DISTRIBUTION OF PAYMENTS IN LIEU OF TAXES** (this “**Agreement**”), dated for purposes of reference as of October 1, 2019, is by and between the **CITY OF FOREST PARK, GEORGIA** (the “**City**”), a municipality chartered under the laws of the State of Georgia (the “**State**”) acting by and through its elected Mayor and Council; and 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 activated by resolution of the governing body of the City (the City and the Authority are each a “**Party**” hereto and are sometimes referred to herein collectively as the “**Parties**”).

### **WITNESSETH:**

**WHEREAS**, the City, by proper resolution, declared that there is a need for the Authority 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 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**, the Act authorizes the Authority to construct, acquire, own, repair, remodel, maintain, extend, improve, and equip projects located on land owned by the Authority and to lease and grant options for any real or personal property or interest therein; and

**WHEREAS**, the Act also authorizes the Authority (a) to make and execute contracts and other instruments necessary to exercise the powers of the Authority and (b) as security for repayment of its obligations, to pledge, convey, assign, hypothecate, or otherwise encumber any property, real or personal, of the Authority and to execute any security agreement containing any provisions not in conflict with law; and



**WHEREAS**, in pursuit of its purposes under the Act, the Authority has fostered, negotiated, and contracted with prospective companies (each a “**Company**” and collectively, the “**Companies**”) to locate their distribution/fulfillment facilities and/or operations in the City’s central business district, or retain such facilities and/or operations thereat (each a “**Project**”), such that the Authority has entered into an Economic Development Incentives Memorandum of Understanding (“**MOU**”) with each of the Companies providing certain incentives to the Companies to located and/or retain operation of the Projects in the City’s central business district, as further described below, and agreeing to issue on each Company’s behalf, and solely upon the credit of each such Company, the Authority’s Economic Development Revenue Bonds to finance the acquisition, construction and installation, as applicable, of each Project (for each Company, a “**Bond**,” and collectively, the “**Bonds**”); and

**WHEREAS**, the Authority has determined that the financing of the Projects will further the purposes and policies of the Act through, among other things, the anticipated capital investment and job creation in the City and by promoting the revitalization and redevelopment of 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 of Georgia (the “**State**”); and

**WHEREAS**, the MOUs provide that the interest in the land, improvements and assets, as applicable, comprising each Project of each Company would be acquired with proceeds of the respective Bond issued for each Company and then transferred to and titled in the name of the Authority when constructed and installed in the City upon certain tracts, as further set forth in each MOU; and

**WHEREAS**, under the Act under which the Authority was created and exists, the Authority pays no tax on its interest in the real or personal property to which it holds title, which includes the land, improvements, equipment and related investments of each Project contemplated under the individual MOU with each Company; and

**WHEREAS**, under each MOU, after issuance of each respective Bond for each Company and transfer of the Project into the Authority, the Authority contemplates leasing each Project to its respective Company (or affiliate) under a lease (such lease for each Project with its respective Company being a “**Bond Lease**”), with each Bond Lease being structured so that the respective Company’s leasehold interest in each Project to be a mere usufruct, or, as to personal property, a nontaxable bailment for hire, and not a taxable estate for years, such that while the Bond Lease is in effect, the Companies will not be responsible for paying actual taxes on their leasehold interests or tangible personal property in the Project that is titled in the name of the Authority; and

**WHEREAS**, under the MOUs, Bond Leases, and documents required for the issuance of the Bonds (the “**Bond Documents**”), in order to prevent the City from being deprived of revenues relating to the Projects during the period title thereto is in the Authority, each Company has agreed that in consideration of the Bond, Bond Lease structure and other benefits, it shall make payments in lieu of taxes as directed by the Authority under the MOUs (such payments hereinafter referred to as “**PILOT Payments**”); and

**WHEREAS**, the City and the Authority recognize that the economic benefit derived from the PILOT Payments arranged by the Authority for the Projects would not, absent the MOUs and agreement by the City and the Authority, otherwise flow to the City in the form of taxes, and wish to make provisions therefor; and

**WHEREAS**, the Authority recognizes that the City plays a vital role in the provision of services for public safety, public infrastructure, resources, and support for the City and all of its citizens; and

**WHEREAS**, the Authority has found and determined that no payments in lieu of taxes payable pursuant to the Bond Leases and the MOU will be pledged to secure payment of the Bonds, and the Bonds are therefore not subject to the PILOT Restriction Act (O.C.G.A. § 36-80-16.1);

**WHEREAS**, under resolution adopted on September 26, 2019, the Authority has agreed to enter into this Agreement in order to direct the PILOT Payments contracted for under each of the MOUs with each Company for its respective Project, to the City as more fully set forth and under the conditions of this Agreement; and

**WHEREAS**, the City and the Authority are authorized, pursuant to Article IX, Section III, Paragraph I (a) of the Constitution of the State of Georgia of 1983, to enter into intergovernmental contracts with each other for any period not exceeding fifty years for joint services, or for the provision of services, or for the joint or separate use of facilities or equipment, if such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or provide.

**NOW, THEREFORE**, in consideration of the premises and the undertakings as hereinafter set forth, it is agreed between the City and the Authority, each acting by and through its authorized officers pursuant to resolutions duly adopted and properly passed, as follows:

1. Agreement Term. This Agreement shall become effective as of October 1, 2019, or such earlier date as this Agreement has been executed and delivered by the parties hereto and shall continue in effect from such effective date until the last PILOT Payment to be paid, collected and disbursed hereunder is so disbursed, or through and including December 31, 2039, whichever is later (the "**Term**").

2. Project MOUs. The MOUs under which the Authority has contracted for the PILOT Payments subject to this Agreement are listed and summarized below. Reference is made to the terms and provisions of each MOU, and by such reference, the same are incorporated herein:

(a) **Gillem 150 MOU**. That certain Economic Development Incentives Memorandum of Understanding among the City, the Authority and Gillem Logistics Center Building 150, LLC, a Georgia limited liability company (as successor to Project Cornerstone I), dated on or about February 27, 2018, anticipating investment in the City for its Project in an amount not to exceed \$30,528,810 and with a concurrent tax savings of sixty-five percent (65%) and PILOT Payments equal to thirty-five percent (35%) of the level of *ad valorem* taxation which would otherwise be payable but for the

Authority's ownership over the first twenty (20) years of operation of its Project (the "**Gillem 150 MOU**"); the Bonds contemplated under the Gillem 150 MOU and its PILOT Payments closed on December 19, 2018, with the first year of the 20-year incentive period to commence in the year following issuance of the certificate of occupancy for the Project; and

(b) **HD Supply MOU.** That certain Economic Development Incentives Memorandum of Understanding among the City, the Authority and HD Supply Facilities Maintenance, Ltd., a Florida limited partnership authorized to do business in Georgia (as successor to Project Cornerstone II), dated on or about February 27, 2018, anticipating investment in the City for its Project in an amount not to exceed \$19,660,000 and with a concurrent tax savings of sixty-five percent (65%) and PILOT Payments equal to thirty-five percent (35%) of the level of *ad valorem* taxation which would otherwise be payable but for the Authority's ownership over the first twenty (20) years of operation of its Project (the "**HD Supply MOU**"); the Bonds contemplated under the HD Supply MOU and its PILOT Payments closed on December 19, 2018, with the first year of the 20-year incentive period to commence in the year following the certificate of occupancy for the facility at which the Project will be located; and

(c) **Gillem 200 MOU.** That certain Economic Development Incentives Memorandum of Understanding between the Authority and CPF Gillem Logistics Center 200, LLC, a Delaware limited liability company authorized to do business in Georgia, dated September \_\_, 2019, anticipating investment in the City for its Project in an amount not to exceed \$42,500,000 and with a concurrent tax savings of thirty percent (30%) and PILOT Payments equal to seventy percent (70%) of the level of *ad valorem* taxation which would otherwise be payable but for the Authority's ownership over the first twenty (20) years of operation of its Project (the "**Gillem 200 MOU**"); the Bonds contemplated under the Gillem 200 MOU and its PILOT Payments are anticipated to close on or before October 31, 2019, with the first year of the 20-year incentive period to commence in the year 2020; and

(d) **Gillem 300 MOU.** That certain Economic Development Incentives Memorandum of Understanding between the Authority and CPF Gillem Logistics Center 300, LLC, a Delaware limited liability company authorized to do business in Georgia, dated September \_\_, 2019, anticipating investment in the City for its Project in an amount not to exceed \$9,425,000 and with a concurrent tax savings of thirty percent (30%) and PILOT Payments equal to seventy percent (70%) of the level of *ad valorem* taxation which would otherwise be payable but for the Authority's ownership over the first twenty (20) years of operation of its Project (the "**Gillem 300 MOU**"); the Bonds contemplated under the Gillem 300 MOU and its PILOT Payments are anticipated to close on or before October 31, 2019, with the first year of the 20-year incentive period to commence in the year 2020; and

(e) **Gillem 400/500 MOU.** That certain Economic Development Incentives Memorandum of Understanding between the Authority and Gillem Logistics Center Building 400/500, LLC, a Georgia limited liability company, dated September \_\_, 2019, anticipating investment in the City for its Project in an amount not to exceed \$18,500,000

and with a concurrent tax savings of thirty-five percent (35%) and PILOT Payments equal to sixty-five percent (65%) of the level of *ad valorem* taxation which would otherwise be payable but for the Authority's ownership over the first twenty (20) years of operation of its Project (the "**Gillem 400/500 MOU**"); the Bonds contemplated under the Gillem 400/500 MOU and its PILOT Payments are anticipated to close on or before October 31, 2019, with the first year of the 20-year incentive period to commence in the year 2020; and

(f) **Gillem 800 MOU.** That certain Economic Development Incentives Memorandum of Understanding between the Authority and Gillem Logistics Center Building 800, LLC, a Georgia limited liability company, dated September \_\_, 2019, anticipating investment in the City for its Project in an amount not to exceed \$41,430,000 and with a concurrent tax savings of thirty-five percent (35%) and PILOT Payments equal to sixty-five percent (65%) of the level of *ad valorem* taxation which would otherwise be payable but for the Authority's ownership over the first twenty (20) years of operation of its Project (the "**Gillem 800 MOU**"); the Bonds contemplated under the Gillem 800 MOU and its PILOT Payments are anticipated to close on or before October 31, 2019, with the first year of the 20-year incentive period to commence in the year 2020; and

(g) **Gillem 900 MOU.** That certain Economic Development Incentives Memorandum of Understanding between the Authority and Gillem Logistics Center Building 900, LLC, a Georgia limited liability company, dated September \_\_, 2019, anticipating investment in the City for its Project in an amount not to exceed \$18,500,000 and with a concurrent tax savings of thirty-five percent (35%) and PILOT Payments equal to seventy-five percent (75%) of the level of *ad valorem* taxation which would otherwise be payable but for the Authority's ownership over the first twenty (20) years of operation of its Project (the "**Gillem 900 MOU**"); the Bonds contemplated under the Gillem 900 MOU and its PILOT Payments are anticipated to close on or before October 31, 2019, with the first year of the 20-year incentive period to commence in the year 2020; and

(h) **Other MOUs.** Such other MOUs, with respective Bonds, and Bond Documents and PILOT Payments, related to one or more future similar Projects (each a "**Future Project**") as may be added to this Agreement by written unanimous consent of the Parties during the Term hereof. The Parties may also agree to enter into one or more separate, mutually acceptable agreements relating to one or more Future Projects with terms similar to, or varying from, this Agreement, though the Parties recognize that they cannot "agree to agree" on matters relating to Future Projects. While the Authority reserves the exclusive right to negotiate the terms for and enter into any MOU which the Authority deems appropriate for any project allowed under the Act, the Authority agrees during the Term to provide the City a copy of any other MOU for a Future Project within thirty (30) days of the Authority's and prospective company's mutual approval and execution of the same.

3. Collection and Disbursement of PILOT Payments. Each of the Parties understand and agree that, to the extent each of the Projects contemplated in the MOUs is constructed,

Bonds issued and proceeds therefrom used to acquire and install said Project, the Authority will collect, maintain and disburse the PILOT Payments in accordance with the terms of this Agreement, as confirmed by the Bonds and Bond Documents, notwithstanding the possible interpretation of any language in the MOUs to the contrary, in accordance with the following provisions:

(a) **PILOT Fund.** For each PILOT Payment each year for each Project in operation under any MOU, Bond, and Bond Documents and during the Term of this Agreement, the Authority agrees to and shall dutifully bill and collect such PILOT Payments, and without further charge to the City except as set forth herein, maintain the same in a separate fund and/or account designated as the "**PILOT Fund.**"

(b) **Disbursements from PILOT Fund.** No later than the end of each calendar month of each year during the Term of this Agreement, the Authority shall disburse all PILOT Payments and funds received and collected in the PILOT Fund to date to the City, into the City's General Fund or to such other account or accounts as the City may from time to time designate in writing to the Authority.

(c) **Expenses.** The Authority may submit to the City for reimbursement of any actual and reasonable expenses incurred in collecting, maintaining, and disbursing PILOT Payments from the PILOT Funds, and the City will promptly review and pay over the same to the Authority.

(d) **Accounts for Disbursements from PILOT Fund.** The City and the Authority shall each designate such respective accounts as they may from time to time determine are appropriate to receive disbursements from the Authority and the PILOT Fund. The Parties agree that the moneys received from the Authority and the PILOT Fund shall be maintained in such a manner such that the use of said moneys can be separately accounted for from year to year under the annual auditing and reporting conducted by each Party. The City will make the accounting of receipt and use of PILOT Payments received by it from the Authority from the PILOT Fund available for review by any the Authority or the public, as with other funds maintained by the City.

4. Use of PILOT Payments from PILOT Fund. The City and the Authority hereby agree and covenant that all of the PILOT Payments which the City will receive under the MOUs, Bond, and Bond Documents for each Project upon collection and disbursement by the Authority from the PILOT Fund, may be used by the City for any lawful purpose. Nothing in this Agreement shall require the City to obtain the approval or consent of the Authority for specific uses of the PILOT Payments received from the PILOT Fund.

5. Financing Pledge. The Parties acknowledge that the PILOT Payments to be received under this Agreement per the MOUs, Bonds and Bond Documents by the Authority and disbursed from the PILOT Fund under this Agreement may be respectively assigned and pledged, in whole or in part, by the City from time to time to secure future indebtedness of the City or to facilitate the obtaining of credit enhancement for such indebtedness, provided that the proceeds of such indebtedness for any purpose are allowed under the laws of the State and not inconsistent with the provisions of this Agreement.



6. When Normal Taxation Applies. If any Project is judicially determined to be lawfully subject to *ad valorem* taxation for any tax year, or if the respective Company agrees that said Project is subject to such taxes in such tax year, then it shall pay, or cause to be paid, such lawful taxes in accordance with its covenants in the Bond Lease, but it shall not be obligated to pay payments in lieu of taxes, with respect to that Project. In such case, the taxes paid to and received by the Tax Commissioner shall be treated and disbursed as normal taxes and not under the provisions of this Agreement. All assets of the Companies not acquired with Bond proceeds and not titled in the name of the Authority shall be subject to normal *ad valorem* taxation, and so assessed by the Board of Tax Assessors of Clayton County, collected by the Tax Commissioner of Clayton County, and disbursed to Clayton County as with all other taxable property in the County.

7. Purpose of this Agreement. The purpose of this Agreement is to contract for the provision of services, which the City is authorized to provide and the Authority is authorized to contract for, pursuant to, in the case of the City, the City's charter and other Constitutional and statutory provisions, and in the case of the Authority, the Act and other Constitutional and statutory provisions. In consideration of the agreements of the Authority contained herein regarding the collection, maintenance and disbursement of the PILOT Payments, the City agrees to provide City utilities to the Projects, and City public safety services for the benefit of the Projects. Such services shall be provided on the City's normal terms and conditions as in effect from time to time, and on the same basis as provided to the general public. However, it is acknowledged that the Projects represent additional burdens on such services, and that the payments to the City provided for herein are needed in order for the City to be able to agree to make the foregoing commitment on its part. Hence, the Authority is receiving valuable consideration in exchange for that consideration provided to the City by the Authority, all in furtherance of the Authority's governmental mission. Therefore, the undertaking represented by this Agreement is Constitutionally authorized, in that it reflects public and private components that are properly integrated to achieve the desired public purposes.

8. Validation. The parties hereto understand and agree that this Agreement is to be one of the documents to be presented to the Superior Court of Clayton County for its review and consideration in proceedings to validate one or more of the Bonds and Bond Documents.

9. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by the law of the State of Georgia and shall be subject to enforcement in the appropriate court in Clayton County, Georgia. The Parties intend for the validation of this Agreement to extend to payment in lieu of taxes under any Memorandum of Understanding this is related to a Future Project.

10. Severability. In the event any clause, sentence, paragraph or provision of this Agreement shall be determined to be voidable, void or unenforceable, the voidableness, voidness, or unenforceability of such clause, sentence, paragraph shall not affect the validity or enforceability of any other clause, sentence, paragraph or provision hereof.

11. Limitation Not Implied. Nothing herein shall be deemed to limit the powers of the City under O.C.G.A. § 48-5-350 to provide, appropriate, or contribute funds for economic development purposes to the Authority as it may deem appropriate.

12. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

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

14. Entire Agreement; Amendments. Together with the Gillem 150 MOU and the HD Supply MOU, this Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. This Agreement may not be amended except in writing signed by the Parties hereto, and if any payments hereunder have been pledged by the City as permitted by Section 5, above, this Agreement may not be amended without the prior written consent of the pledgee or pledgees.

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**IN WITNESS WHEREOF**, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed under seal as of the day and year first above written.

**The "City":**

**THE CITY OF FOREST PARK, GEORGIA**

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

ATTEST:

\_\_\_\_\_  
Clerk

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO INTERGOVERNMENTAL AGREEMENT  
RELATING TO THE DISTRIBUTION OF PAYMENTS IN LIEU OF TAXES]

**The "Authority":**

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

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

ATTEST:

\_\_\_\_\_  
Secretary

[SEAL]

[SIGNATURE PAGE TO INTERGOVERNMENTAL AGREEMENT  
RELATING TO THE DISTRIBUTION OF PAYMENTS IN LIEU OF TAXES]

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF FOREST PARK DECLARING CERTAIN CITY PROPERTY, LISTED ON "EXHIBIT A", TO BE SURPLUS PROPERTY AND TO PROVIDE FOR ITS PROPER DISPOSAL EITHER BY AUCTION OR OTHER METHODS PURSUANT TO THE CITY'S ORDINANCES; AND FOR OTHER PURPOSES.**

**WHEREAS**, City Code Section 3-1-21 permits the Council to determine when it is in the best interest of the city to sell or otherwise dispose of any property belonging to the city, not needed for public use or that may have become unsuited for public use; and

**WHEREAS**, pursuant to City Code Section 3-1-21, it shall be the duty of the governing body to declare when such items should be disposed, and to list or describe the real property to be sold, and all personal property, the estimated resale value of which shall exceed five hundred dollars (\$500.00), to be sold at public auction or by formal written contract to the highest responsible bidder, after reasonable notice inviting proposals and surplus property of the city with an estimated resale value of five hundred dollars (\$500.00) or less may be sold at the discretion of the purchasing agent by negotiated sale without advertisement and the acceptance of bids; and

**WHEREAS**, various City Departments have provided a list of City surplus items to the City Manager, attached as "Exhibit A" to this resolution; and

**WHEREAS**, the City Manager has determined that it is in the best interest of the City to surplus such items, and has requested that such items become surplus and disposed of in the most appropriate manner.

**NOW THEREFORE**, be it resolved by the Mayor and Council of the City of Forest Park that the items listed on "Exhibit A", attached to this resolution, be declared surplus and be disposed of in the most appropriate manner.

**Section 1.** That the City Manager cause the items to be disposed of either by auction or pursuant to City Ordinances.

**Section 2.** If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional for any reason by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution and such remainder shall remain in full force and effect.

**Section 3.** This Resolution shall be in full force and effect immediately upon and after its final passage.

Resolved this 7<sup>th</sup> day of October, 2019.

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

\_\_\_\_\_  
Kimberly James, Council Member  
Ward One

\_\_\_\_\_  
Dabouze Antoine, Council Member  
Ward Two

\_\_\_\_\_  
Sandra Bagley, Council Member  
Ward Three

\_\_\_\_\_  
Latresa Wells, Council Member  
Ward Four

\_\_\_\_\_  
Allan Mears, Council Member  
Ward Five

ATTEST:

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

(THE SEAL OF THE CITY OF  
FOREST PARK, GEORGIA)

APPROVED AS TO FORM:

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

“EXHIBIT A”

819	2006 Ranger	1FTYR10UX6PA54424	31,614
816	2006 Ranger	1FTYR10U16PA54425	84,090
818	2006 Ranger	1FTYR10U56PA54427	73,638
815	2010 Ranger	1FTKR1AD5APA05919	49,931
821	2010 Ranger	1FTKR1AD8APA42253	55,368
820	2011 Ranger	1FTKR1AD2BPA16233	11,397