

**CITY OF FOREST PARK  
MAYOR & CITY COUNCIL AGENDA  
REGULAR MEETING  
MARCH 4, 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 Hall Council Chambers  
745 Forest Parkway  
Forest Park, GA 30297**

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

- Call to Order
- Presentation
  
- Presentation – AeroATL Greenway Concepts  
Livable Centers Initiative Grant
- City Manager's Report

Mayor Butler  
Forest Park High School  
FCCLA  
Hannah Palmer  
  
Angela Redding

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

- I.** Call to Order
- II.** Invocation
- III.** Pledge of Allegiance
- IV.** Roll Call
- V.** Comment Period
- VI.** Approval of Minutes
  1. Work Session of Mayor & Council of February 18, 2019
  2. Regular Meeting of Mayor & Council of February 18, 2019
- VII. Agenda Items:**
  1. Teacher of the Year Recognition - Councilwoman James

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2. Consider a Resolution Urging the Forest Park Legislative Delegation to create a Public Facilities Authority; providing for severability; repealing inconsistent Resolutions; Providing for an effective date of this Resolution; and for other purposes.

**Background and Summary:** It is proposed that a Public Facilities Authority be established for Forest Park. It would have the power to assist the City in financing any public building or facility such as new police and fire facilities, parks and recreational facilities and infrastructure. The Authority would be composed of 5 members nominated by the Mayor and confirmed by the Council. Such members would have to be residents or owners of businesses in Clayton County who must have particular knowledge, experience or expertise in Local Government Management, Real Estate Development, Banking or similar fields.

3. Consider a Resolution Opposing Preemption of Local Building Design Standards.

**Background and Summary:** The legislation (HB 302 and SB 172) would prohibit local governments from regulating "Building design elements" in single or double family dwellings. Building standards proposed to be preempted are as follows:

- (A) Exterior building color;
- (B) Type or style of exterior cladding material;
- (C) Style or materials of roof structures or porches;
- (D) Exterior nonstructural architectural ornamentation;
- (E) Location or architectural styling of windows and doors, including garage doors;
- (F) The number and types of rooms;
- (G) The interior layout of rooms; and
- (H) Types of foundation structures approved under state minimum standard codes.

The legislation would not apply to state or federal historic districts, mobile homes and homes governed by a neighborhood association or covenant.

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GMA is encouraging all cities to adopt resolutions in opposition to any such legislation.

4. Consider an Intergovernmental Agreement with the Downtown Development Authority providing for the transfer of certain rent payments to the City.

**Background and Summary:** The tax abatement provided for HD Supply calls for certain PILOT payments to be made to the City through the DDA. This agreement memorializes that arrangement between the City and the DDA. The payments are to be used primarily to repay the Army.

- VIII.** Executive Session for Personnel, Litigation, Real Estate Matters and Legal Matters
- IX.** Comments by Governing Body
- X.** Adjournment

STATE OF GEORGIA  
CITY OF FOREST PARK

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

A RESOLUTION URGING THE FOREST PARK LEGISLATIVE DELEGATION TO CREATE A PUBLIC FACILITIES AUTHORITY; PROVIDING FOR SEVERABILITY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation located within Clayton County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City;

WHEREAS, the City Council desires for the General Assembly to approve local legislation to provide for the creation of a Public Facilities Authority for the City of Forest Park;

NOW THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVE AS FOLLOWS;

Section 1.     **Legislative Delegation Urged to Create Public Facilities Authority** – The City of Forest Park hereby calls on the Forest Park legislative delegation to introduce in the General Assembly and seek passage of a local bill which creates a Public Facilities Authority for the City of Forest Park.

Section 2.     **Documents** – The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.





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

**Opposing Preemption of Local Building Design Standards**

**WHEREAS**, the General Assembly is considering legislation (House Bill 302 and Senate Bill 172, hereinafter, the “Bills”) that would prohibit local governments from regulating “building design elements” in single or double family dwellings, which could negatively impact economic development efforts and harm competitiveness; and

**WHEREAS**, appropriate local design standards and land use policies create a diverse, stable, profitable and sustainable residential development landscape; and

**WHEREAS**, the Bills would undermine self-determination of citizens to establish community standards as illustrated by the following:

- Municipal and county officials are elected in part to make decisions about the look and feel of their communities, which fosters economic development, preserves the character of communities; and
- Municipalities and counties use design standards to ensure that the property values of surrounding property owners remain protected from incompatible development; and
- The Bills would severely erode the ability of all 538 Georgia cities and 159 counties to address unique and community-specific quality of life issues.

**WHEREAS**, county and municipal governments use building design standards to protect property values, attract high quality builders, and block incompatible development; and

**WHEREAS**, building design standards assure residents and business owners that their investments will be protected, and that others who come behind them will be equally committed to quality; and

**WHEREAS**, local governments spend a large amount of resources studying, surveying, crafting, and defining their vision and development strategies, and design standards are an integral part of those endeavors to attract residents, businesses, and the much-coveted trained workforce; and

**WHEREAS**, development and redevelopment efforts should reflect the community and its vision while simultaneously creating a sense of place; and

**WHEREAS**, county and municipal government officials are elected to make decisions about the look and feel of their communities, and the Bills would transfer that power from duly-elected local leaders to outside groups with little to no stake in the

future or success of Georgia's municipalities, including real estate developers and homebuilders; and

**WHEREAS**, building design standards neither discourage nor favor affordable housing, nor prevent the availability of certain housing types, as supporters of the Bills purport; and

**WHEREAS**, local governments should have the ability to provide more affordable housing options without sacrificing their unique character or threatening economic growth; and

**WHEREAS**, although historic districts are protected in the Bills, which indicates an understanding that standards do in fact make sense, downtown overlays or other similar special zoning districts are not; and

**WHEREAS**, local governments should be empowered to enforce building design standards to make today's thriving downtown tomorrow's historic district; and

**WHEREAS**, by limiting the ability of local governments to enforce building design standards in single or double family dwellings, the Bills would negatively impact quality-of-life issues, including economic growth and the safety and welfare of Georgia citizens.

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

**SECTION 1. Opposition to the Bills.** The City of Forest Park voices its opposition to the Bills or any other legislation that would preempt local building design standards.

**SECTION 2. Public Record.** This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park. A copy of this Resolution shall be delivered to members of the Forest Park legislative delegation, and made available for distribution to the public and the press.

**SECTION 3. Authorization of Execution.** The Mayor or Mayor Pro Tem is hereby authorized to sign all documents necessary to effectuate this Resolution.

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

**SECTION 5. Effective Date.** This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

SO RESOLVED this 4<sup>th</sup> day of March, 2019.

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

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Council Member Kimberly James, Ward 1

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Council Member Dabouze Antoine, Ward 2

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Council Member Sandra Bagley, Ward 3

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Council Member Latresa Wells, Ward 4

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

ATTEST:

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

APPROVED AS TO FORM:

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

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## ECONOMIC DEVELOPMENT AGREEMENT

This **ECONOMIC DEVELOPMENT AGREEMENT** (this “**Contract**”), made and entered into on March 4, 2019, by and between the Downtown Development Authority of the City of Forest Park, Georgia (the “**Authority**”), a public body corporate and politic duly created and existing under the laws of the State of Georgia, and the City of Forest Park, Georgia (the “**City**”), a municipal corporation duly created and existing under the laws of the State of Georgia; and

### WITNESSETH:

**WHEREAS**, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia of 1983 authorizes any municipality of the State of Georgia to contract for any period not exceeding fifty years with any public agency, public corporation, or public authority for joint services, 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;

**WHEREAS**, the Authority and HD Supply Facilities Maintenance, LTD. entered into a Lease Agreement, dated as of December 1, 2018 (the “**Personal Property Lease**”), pursuant to the terms of which the Authority is obligated to acquire certain facilities and the tenant is obligated to lease the facilities from the Authority and is obligated to pay to the Authority “Bond Rent” at such times and in such amounts as will be required to enable the Authority to pay the principal of, premium, if any, and interest on the a certain revenue bond, as and when the same become due and payable; and

**WHEREAS**, the Authority and Gillem Logistics Center Building 150, LLC entered into a Lease Agreement, dated as of December 1, 2018 (the “**Real Property Lease**” and together with the Personal Property Lease, the “**Leases**”), pursuant to the terms of which the Authority is obligated to acquire certain facilities and the tenant is obligated to lease the facilities from the Authority and is obligated to pay to the Authority “Bond Rent” at such times and in such amounts as will be required to enable the Authority to pay the principal of, premium, if any, and interest on the a certain revenue bond, as and when the same become due and payable; and

**WHEREAS**, the Authority and the City propose to enter into this Contract, under the terms of which the Authority will agree to pay to the City promptly after receipt all “**Additional Rent**” (as defined in the Leases) received by the Authority pursuant to the Leases;

**NOW, THEREFORE**, in consideration of the respective covenants, representations, and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the Authority and the City agree as follows:

### ARTICLE I

**Section 1.1. Representations by the Authority.** The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia, having the power to enter into and carry out its obligations

under 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, 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 hereof.

(b) This Contract has been duly executed and delivered by the Authority and constitutes the legal, valid, and binding obligation of the Authority enforceable in accordance with its terms.

(c) The authorization, execution, delivery, and performance by the Authority of this Contract and compliance by the Authority with the provisions hereof do not violate the Constitution or the statutes of the State of Georgia relating to the Authority or constitute a breach of or a default under, any other law, court order, administrative regulation, or legal decree, or any agreement or other instrument to which it is a party or by which it is bound.

(d) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or any other person that has or could have a material adverse effect on the right of the Authority to execute this Contract or its ability to comply with any of its obligations under this Contract or that involves the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Authority.

**Section 1.2. Representations by the City.** The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a municipal corporation duly created and validly existing under the laws of the State of Georgia, having the power to enter into and carry out its obligations under 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, 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 hereof.

(b) This Contract has been duly executed and delivered by the City and constitutes the legal, valid, and binding obligation of the City enforceable in accordance with its terms.

(c) The authorization, execution, delivery, and performance by the City of this Contract and compliance by the City with the provisions hereof do not violate the Constitution or the statutes of the State of Georgia relating to the City or constitute a breach of or a default under, any other law, court order, administrative regulation, or legal decree, or any agreement or other instrument to which it is a party or by which it is bound.

(d) There is no litigation or proceeding pending, or to the knowledge of the City threatened, against the City or any other person that has or could have a material adverse effect on the right of the City to execute this Contract or its ability to comply with any of its obligations under this



Contract or that involves the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the City.

## **ARTICLE II**

### **TERM; PAYMENT PROVISIONS; OBLIGATIONS ABSOLUTE AND UNCONDITIONAL**

**Section 2.1. Term.** The term of this Contract shall commence with the execution and delivery hereof and shall extend until the Leases are terminated in accordance with their terms.

**Section 2.2. Payments.** In order to provide financial assistance to the City for the public purpose of developing trade, commerce, industry, and employment opportunities, the Authority hereby covenants and agrees to pay to the City promptly after receipt all “Additional Rent” received by the Authority pursuant to the Leases.

**Section 2.3. Obligations of Authority Hereunder Absolute and Unconditional.** The obligations of the Authority to make the payments provided for herein and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim it may otherwise have against the City. During the term of this Contract, the Authority (i) shall not withhold, suspend, abate, reduce, abrogate, diminish, postpone, modify, or discontinue the payments provided for herein; (ii) shall perform and observe all of its other agreements contained in this Contract; and (iii) shall not terminate the term of this Contract or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Georgia or any political subdivision of either, the invalidity of any provision of this Contract, or any failure of the City to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Contract.

**Section 2.4. No Set-Off.** No breach, default, or failure by the City to comply with the provisions of this Contract shall permit an abatement or reduction in or setoff against the payments due from the Authority hereunder. Nothing in this Contract shall otherwise impair, diminish, or affect any other right or remedy available to the Authority (i) as a result of the City’s breach, default, or failure under this Contract or (ii) to enforce the obligations of the City under this Contract. No dispute or litigation between the Authority and the City with respect to this Contract shall affect any party’s duties to perform its obligations or its rights or remedies while such dispute or litigation is pending.

## **ARTICLE III**

### **SPECIAL COVENANTS OF CITY**

**Section 3.1. Payments Made By Authority.** The City shall deposit all payments made to it by the Authority pursuant to Section 2.2 hereof into a separate segregated account, to be used for

paying amounts owed by the City or any agency of the City pursuant to the United States Army and for any other lawful purpose.

**Section 3.2. Maintenance of Corporate Existence.** The City shall at all times maintain its corporate existence or assure the assumption of its obligations under this Contract by any other entity succeeding to its powers. The City shall not take or omit to take any action within its control that would cause its corporate existence to cease.

## ARTICLE IV

### SPECIAL COVENANTS OF THE AUTHORITY

**Section 4.1. Amendments of Leases.** The Authority shall not amend or modify the Leases without the prior written consent of the City.

## ARTICLE V

### MISCELLANEOUS

**Section 5.1. Governing Law.** This Contract and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia.

**Section 5.2. Entire Agreement.** This Contract expresses the entire understanding and all agreements between the parties hereto.

**Section 5.3. Severability.** If any provision of this Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Contract shall not affect the remaining portions of this Contract or any part thereof.

**Section 5.4. Survival of Warranties.** All agreements, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby, shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

**Section 5.5. Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**Section 5.6. Amendments in Writing.** No waiver, amendment, release, or modification of this Contract shall be established by conduct, custom, or course of dealing, but solely by an

instrument in writing only executed by the parties hereto. The provisions of this Contract may not be amended, changed, modified, altered, or terminated without the prior written consent of the Redevelopment Corporation thereto.

**Section 5.7. Notices.** Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person or five days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the Authority and the City, respectively, at the addresses shown below or at such other addresses as may be furnished by the Authority or the City in writing from time to time:

Authority:	Downtown Development Authority of the City of Forest Park, Georgia 745 Forest Parkway Forest Park, Georgia 30297 Attention: Chairman
City:	City of Forest Park, Georgia 745 Forest Parkway Forest Park, Georgia 30297 Attention: Mayor

**Section 5.8. Limitation of Rights.** Nothing in this Contract, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder and the Redevelopment Corporation, any benefit or any legal or equitable right, remedy, or claim under this Contract.

[Signatures and Seals to Follow]

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

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

(SEAL)

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

Attest:

\_\_\_\_\_  
Secretary

**CITY OF FOREST PARK, GEORGIA**

(SEAL)

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

Attest:

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