

**CITY OF FOREST PARK  
MAYOR & CITY COUNCIL REVISED AGENDA  
REGULAR MEETING  
DECEMBER 3, 2018**

**ANGELYNE BUTLER**  
MAYOR

**Kimberly James**  
*Ward 1*

**Dabouze Antoine**  
*Ward 2*

**Sandra Bagley**  
*Ward 3*



**Latresa Akins-Wells**  
*Mayor Pro-Tem/ 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
- City Manager's Report
- Discussion of Appointment of Election Superintendent 2019
- Discussion of Resolution to Revise the Proclamation Policy

Mayor Butler  
Angela Redding  
Mayor Butler

Mike Williams

**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 November 19, 2018
2. Regular Meeting of Mayor & Council of November 19, 2018

**CITY OF FOREST PARK  
MAYOR & CITY COUNCIL REVISED AGENDA  
REGULAR MEETING  
DECEMBER 3, 2018**

**VII.** Agenda Items:

1. Yard of the Quarter Recognition Ward 3 – Jerry Bright located at 1216 Waverly Drive.
2. Proclamation Presented by Mayor Butler to Lawanda Folami.
3. Certification of Recognition Presented by Councilwoman James to Mr. Lee Boyd.
4. Consider a Resolution Authorizing a Specific, limited exception to the Adult Entertainment Ordinance; providing for severability; Repealing Inconsistent Resolutions; Providing for an effective date of this Resolution; and for other purposes.
5. Consider a Resolution by Mayor and City Council of Forest Park, Georgia to apply for HUD Funding through the Community Development Block Grant Program (CDBG) for the following projects – curb and gutter, sidewalks, and storm water piping on Rock Cut Road and park and facility improvements in Starr Park and to accept HUD Funding through the CDBG Program once it becomes available; to repeal all Resolutions and parts of Resolutions in conflict herewith; to provide an effective date; and for other purposes.

**Background and Summary:** This resolution is requesting authorization to apply for HUD funding through the Community Development Block Grant Program for infrastructure improvements on Rock Cut Road and for park and facility improvements in Starr Park.

6. Consider the approval of an Intergovernmental Agreement between Georgia Department of Agriculture and City of Forest Park Police Services.

**Background and Summary:** The Georgia Department of Agriculture (GDA) owns and operates the property known as the Atlanta State Farmers Market, located at 16 Forest Parkway, Forest Park, Georgia 30297. Since 2013, the Forest

**CITY OF FOREST PARK  
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Park Police Department (FPPD) has provided contractual law enforcement and public safety services for the Atlanta State Farmers Market 24 hours a day, 7 days per week. GDA pays a set fee of \$580,188.00 for the services provided. GDA would like to renew the current contract for the following year. The contract term will be from January 1, 2019 to December 31, 2019.

7. Consider a Resolution to Revise the Proclamation Policy for the City of Forest Park.

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

**STATE OF GEORGIA  
COUNTY OF CLAYTON  
CITY OF FOREST PARK**

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

**A RESOLUTION AUTHORIZING A SPECIFIC, LIMITED EXCEPTION  
TO THE ADULT ENTERTAINMENT ORDINANCE; 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, Section 9-12-6 sets forth the regulations for adult entertainment establishments;

WHEREAS, under the provisions of Section 9-12-6(d), adult entertainment establishments are not permitted to be open on Sundays;

WHEREAS, on Sunday, February 3, 2019, the annual championship game of the National Football League, commonly referred to as the Super Bowl, will be held in Atlanta, Georgia;

WHEREAS, it is estimated that the Super Bowl will spur as much as \$400 million in additional economic activity in the metropolitan Atlanta area;



WHEREAS, it is proposed that adult entertainment establishments lawfully operating within the City of Forest Park be permitted to take part in that additional economic activity by being allowed to operate on February 3, 2019;

WHEREAS, the proposal would be a specific, limited one-time exception and would not apply to any future years; and

WHEREAS, the City Council finds it necessary and beneficial to its citizens and to the financial benefit of the City that the exception be granted.

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

Section 1.     **Limited Authorization** – Notwithstanding any provision of the adult entertainment ordinance to the contrary, adult entertainment establishments lawfully operating within the City of Forest Park are authorized to operate on February 3, 2019. All other provisions of the adult entertainment ordinance shall be adhered to. Nothing in this limited authorization shall be deemed to be a waiver of any other provision of the Code of Ordinances, City of Forest Park, Georgia nor shall it be deemed to be a permanent amendment to such code.

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.

Section 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.

Section 4.     **Repeal of Conflicting Provisions** - All City resolutions inconsistent with this Resolution are hereby repealed.

Section 5.     **Effective Date** - This Resolution shall be effective immediately upon the date of its adoption by the City Council and Mayor as provided in the City Charter.

[Signatures on following page.]

SO RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
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:

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

APPROVED AS TO FORM:

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

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

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

**CONSIDER A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF FOREST PARK, GEORGIA TO APPLY FOR HUD FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) FOR THE FOLLOWING PROJECTS - CURB AND GUTTER, SIDEWALKS, AND STORM WATER PIPING ON ROCK CUT ROAD AND PARK AND FACILITY IMPROVEMENTS IN STARR PARK AND TO ACCEPT THE HUD FUNDING THROUGH THE CDBG PROGRAM ONCE IT BECOMES AVAILABLE; TO REPEAL ALL RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

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

**WHEREAS**, the Mayor and City Council of Forest Park, Georgia desires to apply for and receive an allocation of funding from the Clayton County Community Development of HUD Programs for infrastructure improvements consisting of sidewalks, curb and gutter, and storm water piping on Rock Cut Road and for park and facility improvements in Starr Park, and

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

**WHEREAS**, the Mayor and City Council of Forest Park, Georgia intend to accept the HUD funding applied for once it is received and authorizes the Mayor to execute the Subrecipient agreements; and

**WHEREAS**, the City is not required to match the HUD funding applied for once it is received.

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

**Section 1.      Authority to Submit**

The Mayor and City Council of Forest Park, Georgia hereby authorize the submittal of appropriate documents and/or application(s) to the Clayton County Community Development Office of HUD Programs so that the City may be eligible to receive funds allocated through the CDBG, ESG, and/or HOME programs. Further, approval is hereby granted for the acceptance of funding through these programs for the purposes as applied for once said funding is presented to the City of Forest Park.

**Section 2.      Authority to Execute Sub-recipient Agreements**

The Mayor or Mayor Pro Tempore is hereby authorized to execute, in the name of the City of Forest Park, all necessary applications, documents, contracts, payment requests, agreements, and amendments thereto, for the purpose of securing funds from the HUD Programs and to implement and carry out the purposes specified in the 2019 consolidated application.

**Section 3.      Severability**

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

**Section 4.      Effective Date**

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

SO RESOLVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF FOREST PARK**

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

\_\_\_\_\_  
Councilwoman Kimberly James  
Ward One

\_\_\_\_\_  
Councilman Dabouze Antoine  
Ward Two

\_\_\_\_\_  
Councilwoman Sandra Bagley  
Ward Three

\_\_\_\_\_  
Councilwoman Latresa Wells  
Ward Four

\_\_\_\_\_  
Councilman Allan Mears  
Ward Five

ATTEST:

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

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

Approved as to form:

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



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
GEORGIA DEPARTMENT OF AGRICULTURE  
AND  
CITY OF FOREST PARK, GEORGIA  
DEPARTMENT OF POLICE SERVICES**

**THIS AGREEMENT** made and entered into this 1<sup>st</sup> day of January, 2019 (“Commencement Date”), by and between the Georgia Department of Agriculture, an agency of the State of Georgia, whose address for the purposes of this Agreement is 19 Martin Luther King, Jr. Drive, S.W., Atlanta, Fulton County, Georgia 30334, hereinafter referred to as the “GDA” and the Forest Park Police Department, whose address for the purposes of this Agreement is 320 Cash Memorial Boulevard, Forest Park, Clayton County, Georgia, 30297 hereinafter referred to as the “FPPD”.

**WHEREAS**, the GDA owns and operates the property known as the Atlanta State Farmers’ Market, whose address for the purposes of this Agreement is 16 Forest Parkway, Forest Park, Clayton County, Georgia, 30297, hereinafter referred to as the “ASFM”, which leases buildings and facilities to private companies and vendors conducting commercial and retail sales to the general public; and

**WHEREAS**, GDA employs personnel to manage and maintain the physical property of the ASFM; and

**WHEREAS**, FPPD is primarily responsible for patrolling the public roads and highways of Forest Park, Georgia, and safeguarding the lives and property of the public; and

**WHEREAS**, FPPD has the personnel, equipment, and technical expertise to enforce state and local laws, rules, ordinances, and regulations; and

**WHEREAS**, GDA and FPPD have a mutual interest in ensuring the efficient and safe enforcement of state and local laws, rules, ordinances, and regulations in Forest Park, Georgia; and

**WHEREAS**, GDA and FPPD are mutually interested in providing for a safe and secure environment for the businesses, vendors, and general public to conduct trade on the ASFM property.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants enumerated herein, it is agreed by and between the GDA and the FPPD that the following terms and conditions govern their understanding:

1. **PURPOSE**: To establish a written contractual Agreement to authorize the FPPD to provide law enforcement and public safety police services to the businesses, vendors, and general public located at the ASFM, 16 Forest Parkway, Forest Park, Clayton County, Georgia.
2. **GENERAL**: This Agreement does not create additional jurisdiction of limits or modify existing jurisdiction vested in the parties and only allows vested parties the rights and privileges specifically listed in this Agreement or authorized by applicable law. Provided however, to the extent it is necessary that FPPD be granted specific legal authorization to provide law enforcement services at the ASFM, this Agreement shall serve as such authorization.
3. **TERM**: The term of this Agreement shall be from January 1, 2019 to December 31, 2019.

4. **RESPONSIBILITIES:**

a. **FPPD shall be responsible for the following:**

- (1) Maintain established police beat/zone strictly for the ASFM located in Forest Park, Georgia.
- (2) Provide law enforcement and public safety police services for the businesses, vendors, GDA employees, and general public located at the ASFM property; ensuring that at least one POST certified and sworn police officer will be present on ASFM property 24 hours a day, 7 days per week. This shall include, but is not limited to: security patrols of market property; building checks for administration buildings, businesses, and vendors located on market property; vehicle crash investigations; traffic control and direction as needed during high volume periods or special events; and response to alarm calls and 911 emergency calls.
- (3) Operate a community-oriented style of policing to include outreach and educational efforts to the businesses and vendors located at the ASFM property.
- (4) Organize and participate in quarterly stakeholder meetings for the purposes of exchanging feedback with GDA executive staff, FPPD Command Staff, and management of those businesses located and operating at the ASFM. The quarterly meetings will also serve as a platform to aid with outreach and education under the community-oriented policing model.

b. **GDA shall be responsible for the following:**

Pay a set fee of \$580,188.00 for services provided hereunder and as outlined in section 4.a. (1)-(4) of this Agreement.

5. **USE OF PREMISES:** FFPD shall be authorized to use the ASFM to the extent such use is necessary and appropriate to fulfill FFPD's responsibilities hereunder. GDA will also provide office space to FFPD specifically for FFPD's use in fulfilling its responsibilities hereunder.

FFPD shall use these premises in a lawful, careful, safe, and proper manner. FFPD shall carefully preserve, protect, control and guard the same from damage. FFPD shall not use the parking area or the ingress and egress area of the ASFM in an unreasonable manner so as to interfere with the normal flow of traffic or the use of such areas by occupants of properties adjacent to the ASFM. FFPD shall not use the premises for any illegal purpose or for any purpose contrary to the health, safety, or welfare of the public. FFPD shall not commit, suffer to be committed, any waste in or on the premises and shall keep the premises in good clean order. The Tenant shall not create, or permit to be created, any nuisance in or on the ASFM.

FFPD shall and does hereby agree to occupy, use, and enjoy such premises at its sole risk and shall pay, protect, indemnify, release, and save and hold GDA, the State of Georgia, their officers, members, employees and agents harmless from and against all liabilities, damages, costs, expenses (including all attorney's fees and expenses incurred by GDA and any of GDA's members, officers, employees or agents), causes of action, suits, demands, judgments and claims of any nature whatsoever (excluding those based upon the negligence of GDA, but including those caused in whole or in part by the negligence of FFPD, its officers, agents, employees, customers, invitees or licensees, or third parties, including other of GDA's Tenants) arising from, by reason of, or in connection with injury or death of persons or damage to property (a) on the premises or (b) in any manner arising from use, non-use, or occupancy of the premises by FFPD or any of FFPD's officers, agents, employees, customers, invitees, or licensees or (c) resulting from a condition of the premises, excluding any condition of the premises

for which GDA specifically is responsible under this Agreement, if any; violation of any provision of this Agreement by FPPD or any of GDA's officers, agents or employees; or violation of any law affecting the premises or the occupancy or use of the premises.

6. **PAYMENT:**

- a. GDA agrees to pay FPPD a set fee in the amount of \$580,188.00. Payments will be made quarterly in the amount of \$145,047.00 beginning on January 1, 2019. The three (3) remaining quarterly payments shall be made on April 1, July 1, and October 1 of 2019, respectively.
- b. The parties acknowledge that the fee to be paid hereunder includes any funds required by FPPD for payment of any services provided by third party contractors engaged by FPPD in the performance of its obligations under this Agreement.

7. **LIMITATION OF LIABILITY:** The FPPD agrees that acceptance of this compensation shall be in full and final settlement of all claims arising against the GDA or ASFM for work done, material furnished, costs incurred, or otherwise arising out of this Agreement and shall release the GDA and ASFM from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement.

8. **INDEMNIFICATION:** The FPPD agrees that the GDA is not liable for any injuries or loss incurred by the FPPD or its employees during the performance of services under this Agreement. The FPPD further agrees to indemnify, release, and hold the GDA, its employees, and the State of Georgia harmless from and against all liabilities, damages, costs, expenses (including all attorney's fees and expenses incurred by GDA), causes of action, suits, demands, judgments, and claims of any nature whatsoever (excluding those based upon the negligence of GDA), arising from FPPD's performance of services under this Agreement.

9. **INDEPENDENT CONTRACTOR:** The FPPD's employees shall not be considered employees of the GDA while performing the services provided for hereunder and will not be entitled to fringe benefits normally accruing to employees of the GDA. The FPPD warrants that all work performed under this Agreement shall be performed as an independent contractor.

10. **THIRD PARTY BENEFICIARIES:** Nothing in this Agreement, whether expressed or implied, is intended to confer upon any other party any right or interest whatsoever, except the parties hereto, their respective successors and assigns. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations, indemnities or limitations of liability whatsoever in this Agreement.

11. **FUNDING:** Notwithstanding any other provision of this Agreement, the parties hereto acknowledge that the GDA may not lawfully pledge the State's credit. In the event that the GDA does not receive funds for this Agreement or that the source of payment is insufficient with respect to the services and deliverables under this Agreement, the Agreement shall terminate without further obligation of the GDA as of that moment. The determination by the GDA of the events stated above shall be conclusive.

12. **PERSONNEL AND EQUIPMENT:** FPPD hereby warrants that it has the personnel and equipment necessary to fulfill its obligations under this Agreement. Any equipment, supplies, or materials used in the performance of this Agreement shall be at the expense of the FPPD.

13. **INABILITY TO PERFORM:** In the event that either party is unable to fulfill the terms of the Agreement due to circumstances beyond their control, including but not limited to, fire, flood, or other



for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. Section 50-5-85.

23. **CONFIDENTIALITY**: The FFPD agrees to abide by all state and federal laws, rules and regulations respecting confidentiality of records and shall divulge no information concerning individual records to any unauthorized person.
24. **OPEN RECORDS ACT**: The FFPD understands that the Georgia Open Records Act ("ORA"), (O.C.G.A. Section 50-18-70, *et. seq.*) is applicable to the services provided pursuant to this Agreement and agrees to comply with all provisions of the ORA and to make records pertaining to the performance of services or functions under this Agreement available for public inspection upon request, unless otherwise exempt under other provisions of the ORA.
25. **CIVIL RIGHTS COMPLIANCE**: The FFPD agrees to comply with the following civil rights statutes: Americans with Disabilities Act (42 U.S.C. 12101, *et seq.*); Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-4); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); and the Age Discrimination Act (42 U.S.C. 6101, *et seq.*). Neither party will discriminate against any GDA or FFPD employee or applicant for employment, or against any individual related to this Agreement because of race, color, gender, national origin, age, or disability.
26. **CONFLICTS OF INTEREST**: FFPD shall take all reasonable steps to avoid any and all conflicts of interest, including the appearance of a conflict of interest, in the performance of its obligations hereunder.
27. **NOTICES**: Any notice to be made by either party to the other shall be sufficiently made if delivered by hand or three (3) calendar days after posting, if sent by registered or certified mail return receipt requested, to the address forth below.

**FOR GDA:**

Georgia Department of Agriculture  
Attn: Inspector General  
19 Martin Luther King, Jr. Drive, S.W.  
Atlanta, Georgia 30334

**FOR FFPD:**

Forest Park Police Department  
Attn: Chief of Police  
320 Cash Memorial Boulevard  
Forest Park, Georgia 30297

28. **ENTIRE AGREEMENT**: This document constitutes the entire Agreement between the parties with respect to the subject matter; all prior arrangements, representations, statements, negotiations, and undertakings are superseded hereby; and is intended as a final expression of the parties Agreement and is a complete statement of the terms thereof.

[SIGNATURES ON FOLLOWING PAGE]

In witness whereof, GDA and FPPD have executed, or caused to be executed, this Agreement by and through their duly authorized:

ON BEHALF OF:

**City of Forest Park**

\_\_\_\_\_  
Jason Armstrong, Chief  
Forest Park Police Department

Date \_\_\_\_\_

ATTEST: \_\_\_\_\_

(SEAL)

DATE: \_\_\_\_\_  
EXPIRATION: \_\_\_\_\_

**THE GEORGIA DEPARTMENT OF AGRICULTURE**

\_\_\_\_\_  
Gary W. Black, Commissioner  
Georgia Department of Agriculture

Date \_\_\_\_\_

ATTEST: \_\_\_\_\_

(SEAL)

DATE: \_\_\_\_\_  
EXPIRATION: \_\_\_\_\_

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

**A RESOLUTION TO REVISE THE PROCLAMATIONS POLICY  
FOR THE CITY OF FOREST PARK**

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City Council desires to establish a fair and equitable proclamations policy for the City of Forest Park;

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

**SECTION 1. Approval.** The proclamations policy attached hereto as Exhibit A is hereby approved.

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

**SECTION 3. Authorization of Execution.** The Mayor 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.

**[Remainder of Page Left Intentionally Blank]**

SO RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
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

## EXHIBIT A

### CITY OF FOREST PARK POLICY ON PROCLAMATIONS

Among the many ceremonial functions of the office of Mayor is recognizing and honoring people, events, activities, organizations, issues, etc. through the issuance of formal proclamations. Proclamations may or may not be issued publicly, depending on timing, the wishes of the recipient(s), and available time and space on City Council agendas. The goal of a proclamation is to recognize and celebrate the extraordinary achievements of local citizens and non-profit organizations, honor occasions of importance and significance, and to increase public awareness of issues to improve the well-being of the citizens of Forest Park.

#### **GUIDELINES**

The issuance of a proclamation by the Mayor does not require action by the City Council as a whole. It should, however, comply with the guidelines below.

Proclamations may generally be issued for the following purposes:

1. Memorializing special or exemplary events or days, both within and outside of Forest Park, including certain national days of celebration, recognition, or mourning.
2. Recognizing Forest Park business anniversaries of fifty years or more.
3. Recognizing retirements from the City of Forest Park following thirty-five or more years of continuous service.
4. Supporting local arts and cultural celebrations.
5. Recognizing achievement of high rank or success within a local non-profit organization.
6. Recognizing unique or especially successful local school-related activities, such as in academics, athletics, music, etc.
7. Honoring local nonprofit service groups for their work in the community.
8. Recognizing individuals for outstanding achievements in or for contributions to the community.
9. Supporting public awareness campaigns that have the potential to enhance public health, safety, or wellness.
10. Recognizing special or unique honors.
11. Recognizing other exceptional events, activities, and/or people.

Unless agreed to by the City Council, proclamations may generally not be issued for the following purposes:

1. Groups or individuals from outside Forest Park.
2. Matters of a political nature.
3. Controversial issues or organizations.
4. Events or activities that do not benefit Forest Park.
5. National or international groups requesting a proclamation without an in-city sponsor.
6. Events, campaigns, or activities that are contrary to or in opposition to adopted City policies, plans, or ordinances.
7. Personal activities not of a general public interest, such as deaths, family reunions, birthdays, anniversaries, groundbreakings, business endorsements, etc.

### **PROCEDURE**

All proclamation requests must be submitted in writing to the City Manager at least 15 business days prior to a regular council meeting date or of the event to be recognized. Copies of such request shall be distributed to each member of the Mayor and Council at the same time. Submission of a proclamation request does not guarantee its issuance. The City Manager shall have the right to modify or deny any proclamation request, consistent with this policy.

Individual(s) or organization(s) seeking a proclamation must accompany the request with:

1. Contact person's first and last name, address, telephone number, and e-mail address.
2. A brief summary or background of the event or organization.
3. Proposed text to enable writing of the proclamation, including a minimum of four points.
4. The name and date(s) of the day, week, month, or event to be proclaimed.
5. Date of event for proclamation and date proclamation is to be ready for pick up.

### **DISTRIBUTION**

Proclamations may be distributed in one of the following ways:

- Presented at the first regular City Council meeting of each month;
- Photo opportunity with the Mayor, or Mayor Pro-Tem in the absence of the Mayor; or
- Picked up in the City Clerk's office.

All proclamations shall be presented at the first City Council meeting of each month but will be scheduled in the City's sole discretion. Proclamations presented on such occasions must be sponsored by the Mayor, a Council Member, or City Staff. During such presentations and during any City Council meeting only the Mayor or Mayor Pro Tem shall read or perform any ceremonial acts with respect to any proclamation. It shall not be in order for the Mayor or any member of Council to issue any proclamation, letter of congratulations or similar matter at a Council meeting if not done in compliance with the procedures set forth herein.

The City staff shall endeavor to have any requested pictures taken prior to any City Council meeting so as to not delay official business.