

## **A G E N D A**

### **REGULAR MEETING OF MAYOR AND COUNCIL**

**December 4, 2017**

6:00 P.M. Work Session

- Call to Order
- Interim City Manager's Report
- Adjournment

Mayor Lockhart  
Chief Hobbs

- I. Call to Order – 6:10 p.m. Mayor Lockhart
- II. Invocation
- III. Pledge of Allegiance
- IV. Roll Call
- V. Comment Period
- VI. Approval of Minutes
  1. Work Session of Mayor and Council of November 20, 2017
  2. Regular Meeting of Mayor and Council of November 20, 2017
- VII. Agenda Items

1. An Ordinance by the City Council of the City of Forest Park, Georgia, to amend Ordinance No. 17-27 that appropriated funds for wage and salary increases for employees of the City; to provide for retroactivity; and for other lawful purposes.

**BACKGROUND AND SUMMARY:** On November 20, 2017, the Mayor and Council of the City adopted Ordinance No. 17-27, which increased the wages and salaries of City employees. Ordinance No. 17-27 provided that the wage and salary increases would become effective on January 1, 2018. This Ordinance amends Ordinance No. 17-27 so that the wage and salary increases are effective as of December 1, 2017. If passed, the December 1, 2017, effective date will retroactively apply.

2. 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 Governors Drive, Springdale Road, Courtney Drive and Old Jonesboro Road and facility improvements to the Town Center Plaza on Main Street and to accept the HUD funding through the CDBG Program once it becomes available.

**BACKGROUND AND SUMMARY:** This resolution is requesting authorization to apply for HUD funding through the Community Development Block Grant Program for infrastructure improvements on Governors Drive, Springdale Road, Courtney Drive, and Old Jonesboro Road and for park and facility improvements at the Town Plaza on Main Street.

3. Consider a Resolution by the Mayor and City Council to establish an interfaith celebration in honor of Dr. Martin Luther King, Jr. to occur on January 15, 2018.

**BACKGROUND AND SUMMARY:** Communities all over the world hold interfaith celebrations in honor and memory of Dr. Martin Luther King, Jr.'s legacy. The purposes of this celebration in Forest Park would be to (a) bring forward a renewed sense of unity and purpose for all of the residents of the City, (b) remind us all of the things we have in common, and (c) encourage the community to strive for equality and justice for all. This would be an opportunity for shared prayers, readings, and songs from multiple faith traditions and will be themed along Dr. King's philosophy of building alliance and solidarity.

4. Consider a Resolution authorizing the Mayor, on behalf of the City of Forest Park, Georgia, to execute an agreement with the Honorable Ronald J. Freeman, Sr. as Chief Municipal Court Judge.

**BACKGROUND AND SUMMARY:** The contractual agreement is required per the terms of House Bill 691.

5. Consider a Resolution Authorizing the Mayor, on behalf of the City of Forest Park, Georgia to execute an agreement with Jerry Patrick as Solicitor.

- VII. Legal Matters
- IX. Comments by Governing Body
- X. Adjournment

## MINUTES

### WORK SESSION OF MAYOR AND COUNCIL OF NOVEMBER 20, 2017

Call to Order: The Work Session of Mayor and Council of November 20, 2017, was called to order by Mayor David Lockhart at 6:00 p.m.

Present: Mayor David Lockhart, Councilmembers Tommy Smith, Sandra Bagley, Allan Mears, Dabouze Antoine, and Latresa Wells.

Absent: Chief Dwayne Hobbs, Interim City Manager, due to a death in the family.

Also present were:

Chris Matson	Fire
Jeff Eady	Director Public Works
Mike Blandenburg	Director Finance
Darren Duke	Director IT
Elaine Corley	Director Parks & Recreation
Christine Terrell	Director Support Services
David New	Director PB & Z (Interim)
Angela Redding	Management Analyst
Major Jamie Reynolds	Police
John O'Neal	Fincher Denmark

City Managers Report: None

Approval of Minutes: Work Session & Regular Meeting Minutes of November 6, 2017.

No discussion.

Agenda Item: *Resolution urging President Trump to honor his campaign promises to the Haitian American community by extending Haiti's temporary protected status designation for 18 months beyond January 22, 2018.*

No discussion.

*Resolution by the City Council of the City of Forest Park authorizing the Mayor to sign a Master Lease Agreement transferring an 80' x 120' parcel of land, at 5230 Jones Rd, to the Development Authority of the City of Forest Park for the purpose of leasing said property to Towercom V LLC.*

Discussion of revenue generated from this agreement.

*Resolution authorizing the Mayor to execute the contract with Four Points Construction for Renovation Improvements at Public Works.*

Discussion of list of bidders.

*Removal of Lois Wright from the Urban Redevelopment Agency, including notice of charges and hearing schedule.*

Discussion of public record information and postponing this item until January.

*Ordinance by the City Council of the City of Forest Park, Georgia, to appropriate funds for wage and salary increases for employees of the City; to provide an effective date; and for other purposes.*

Discussion of City bank balances and possible layoffs and cuts.

*Resolution by the Mayor and Council of the City of Forest Park, Georgia establishing a one hundred eighty-three day moratorium on the enforcement of the assembly use provisions of the zoning code.*

Discussion of the possibility of more churches coming in and Main Street development.

Legal Matters:       None

Adjournment:       Councilman Mears made a motion to adjourn the Work Session. Councilwoman Bagley seconded the motion. Voting was unanimous in favor of the motion.



## MINUTES

### REGULAR MEETING OF MAYOR AND COUNCIL OF NOVEMBER 20, 2017

Call to Order: The Regular Meeting of Mayor and Council of November 20, 2017, was called to order by Mayor David Lockhart at 6:10 p.m.

Invocation: The invocation was given by Rev. Joe Durham, Forest Park Ministers Association, followed by the Pledge of Allegiance to the American Flag.

Roll Call: Mayor David Lockhart, Councilmembers Tommy Smith, Dabouze Antoine, Sandra Bagley, Latresa Wells, and Allan Mears.

Absent: Chief Dwayne Hobbs, Interim City Manager, due to a death in the family.

Also present were:

Chris Matson	Fire
Jeff Eady	Director Public Works
Mike Blandenburg	Director Finance
Darren Duke	Director IT
Elaine Corley	Director Parks & Recreation
Christine Terrell	Director Support Services
David New	Director PB & Z (Interim)
Angela Redding	Management Analyst
Major Jamie Reynolds	Police
John O'Neal	Fincher Denmark

Comment Period: Marlene Larson, 4858 N. Lake Dr., discussed her campaign run.

Felicia Davis, 627 Linda Way, discussed pay raises, renovation of the Public Works building, and the removal of Ms. Wright.

Samuel Ibenez, 5030 Old Dixie, discussed city business.

Edrea Diaz, 5203 Lindell Circle, discussed pay raises.

Annie Malone, 4493 Meadow Drive, discussed pay raises.

Approval of Minutes: Councilman Smith made a motion to approve the minutes of the Work Session and Regular Meeting of November 6, 2017. Councilwoman Bagley seconded the motion. Voting was unanimous in favor of the motion.

Resolution:  
Haitian TPS

Resolution urging President Trump to honor his campaign promises to the Haitian American community by extending Haiti's temporary protected status designation for 18 months beyond January 22, 2018.

Councilman Antoine made a motion to approve this Resolution. Councilwoman Wells seconded the motion. Councilmembers Smith, Bagley and Mears voted in opposition of the motion. Councilmembers Antoine and Wells voted to approve the motion. Motion fails with a three (3) to two (2) vote.

Resolution:  
Towercom V LLC

Resolution by the City council of the City of Forest Park authorizing the Mayor to sign a Master Lease Agreement transferring an 80' x 120' parcel of land, at 5230 Jones Rd, to the Development Authority of the City of Forest Park for the purpose of leasing said property to Towercom V LLC.

Councilman Antoine made a motion to table the Resolution. Councilwoman Wells seconded the motion. Councilmembers Antoine and Wells voted in favor of the motion. Councilmembers Smith, Bagley, and Mears voted in opposition of the motion. The motion fails with a three (3) to two (2) vote.

Councilman Mears made a motion to adopt the Resolution. Councilman Smith seconded the motion. Councilmembers Smith, Mears, and Bagley voted in favor of the motion. Councilmembers Antoine and Wells voted in opposition of the motion. Motion carries in favor of the motion with a three (3) to two (2) vote.

Resolution:  
Four Points  
Construction

Resolution authorizing the Mayor to execute the contract with Four Points Construction for Renovation Improvements at Public Works.

Councilman Antoine made a motion to table the Resolution until next year. Councilwoman Wells seconded the motion. Councilmembers Antoine and Wells voted in favor of the motion. Councilmembers Smith and Bagley voted in opposition of the motion. The motion fails with a two (2) to two (2) vote with Councilman Mears abstaining.

Councilwoman Bagley made a motion to approve this Resolution. Councilman Smith seconded the motion. Councilmembers Smith, Mears, and Bagley voted in favor of the motion. Councilmembers Antoine and Wells voted in

opposition of the motion. Motion carries in favor of the motion with a three (3) to two (2) vote.

Notice of  
Removal: Lois  
Wright, URA

Removal of Lois Wright from the Urban Redevelopment Agency, including notice of charges and hearing schedule.

Mayor Lockhart stated that a Special Meeting will be scheduled for December 4, 2017, @ 7 p.m. for a hearing and a notice of charges which would be: Entering a lease agreement without Board approval, refusal to abide by the Board's vote to recover the keys from the prospective tenant that didn't have a lease, and using racially inflammatory and derogatory language in connection with her Board position on the URA.

Councilwoman Bagley made a motion to set the hearing schedule for December 4, 2017, @ 7 p.m. to present the charges and outline those three (3) specific charges. Councilman Mears seconded the motion. Motion carries with a four (4) to one (1) vote in favor of the motion.

Mayor Lockhart called for a recess and to reconvene in five (5) minutes.

Mayor Lockhart called the meeting back into session.

Ordinance:  
Wage Increases

Ordinance by the City Council of the City of Forest Park, Georgia, to appropriate funds for wage and salary increases for employees of the City; to provide an effective date; and for other purposes.

Councilwoman Bagley made a motion to adopt the Ordinance. Councilman Mears seconded the motion. Councilmembers Smith, Bagley, and Mears voted in favor of the motion. Councilman Antoine voted in opposition of the motion. Councilwoman Wells abstained from the vote. Motion carries in favor of the motion.

Resolution:  
183 Day Mora-  
torium

Resolution by the Mayor and Council of the City of Forest Park, Georgia establishing a one hundred eighty-three day moratorium on the enforcement of the assembly use provisions of the zoning code.

Councilwoman Bagley made a motion to adopt the Resolution. Councilman Mears seconded the motion. Councilmembers Smith, Mears, and Bagley voted in favor of the motion. Councilmembers Antoine and Wells voted in opposition of the

motion. Motion carries in favor of the motion with a three (3) to two (2) vote.

Legal Matters: None

Adjournment: Councilman Smith made a motion to adjourn. Councilman Mears seconded the motion. The motion carries unanimously in favor of the motion.

**STATE OF GEORGIA**

**CITY OF FOREST PARK**

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

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF FOREST PARK, GEORGIA, TO AMEND ORDINANCE NO. 17-27 THAT APPROPRIATED FUNDS FOR WAGE AND SALARY INCREASES FOR EMPLOYEES OF THE CITY; TO PROVIDE FOR RETROACTIVITY; 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**, on November 20, 2017, the governing body passed an ordinance (“Ordinance No. 17-27”) that increased the wages and salaries of the employees of the City of Forest Park by five (5) percent to supplement for cost of living increases; and

**WHEREAS**, Ordinance No. 17-27 as passed is attached hereto as Exhibit 1; and

**WHEREAS**, Ordinance No. 17-27 provided that the wage and salary adjustments would become effective on January 1, 2018; and

**WHEREAS**, the governing body desires to amend said effective date from January 1, 2018 to December 1, 2017; and

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

**Section 1.** Ordinance No. 17-27 of the City of Forest Park, Georgia, attached hereto as Exhibit 1, is hereby amended so the wage and salary increase of five (5) percent shall become effective on December 1, 2017.

**Section 2.** The December 1, 2017, effective date shall retroactively apply upon the passage of this Ordinance.



**Section 3.** The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

**Section 4.** (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.

**ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF FOREST PARK, GEORGIA,**

\_\_\_\_\_  
**David Lockhart**, Mayor

\_\_\_\_\_  
**Tommy Smith**  
Councilmember, Ward One

\_\_\_\_\_  
**Dabouze Antoine**  
Mayor Pro-tem, Ward Two

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

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

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

**ATTEST:**

\_\_\_\_\_  
**Mike Blandenburg**, City Clerk

**APPROVED BY:**

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

STATE OF GEORGIA

CITY OF FOREST PARK

ORDINANCE NO. 17-27

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

**WHEREAS**, there exists the need to increase wages and salaries of the employees of the City of Forest Park to supplement for cost of living increases, and

**WHEREAS**, each Department's salary and related line items will increase by the appropriate amounts, and

**WHEREAS**, a five percent increase will be implemented for all employees, and

**WHEREAS**, these wages and salary adjustments will be effective January 1, 2018, and

**WHEREAS**, Exhibit A attached hereto, is made a part hereof as if fully rewritten herein,

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

**Section 1.** The General Fund is hereby amended so as to appropriate from the unappropriated balance to the various department line items as listed in Exhibit A.

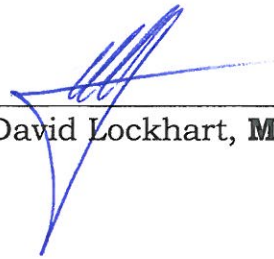
**Section 2.** If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional for any reason by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance and such remainder shall remain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

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

SO ORDAINED THIS 20<sup>th</sup> DAY OF November, 2017.



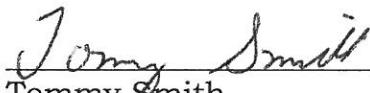
**CITY OF FOREST PARK, GEORGIA**



David Lockhart, **Mayor**

---

Dabouze Antoine  
Mayor Pro-tem, Ward Two



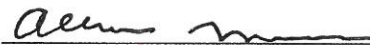
Tommy Smith  
Councilmember, Ward One



Sandra Bagley  
Councilmember, Ward Three

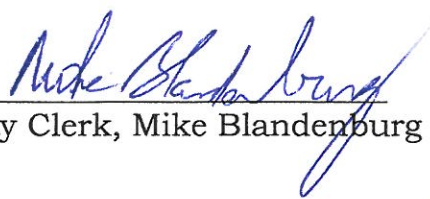
---

Latresa Wells  
Councilmember, Ward Four

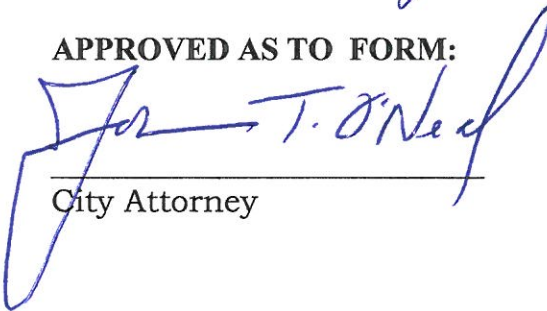


Allan Mears  
Councilmember, Ward Five

**ATTEST:**

  
City Clerk, Mike Blandenburg

**APPROVED AS TO FORM:**

  
City Attorney

## EXHIBIT A

CITY OF FOREST PARK  
 SCHEDULE OF WAGE AND SALARY  
 AND RELATED PAYROLL ACCOUNTS INCREASES  
 ATTACHMENT TO ORDINANCE  
 EFFECTIVE JANUARY 1, 2018

LINE ITEM #	DEPARTMENT	51-1101 INCREASE BUDGETED SALARY	51-2201 INCREASE BUDGETED FICA	51-2301 INCREASE BUDGETED MEDICARE
100-21-1320	CHIEF EXECUTIVE OFFICE	\$ 5,988	\$ 371	\$ 87
100-22-1510	FINANCE OFFICE	\$ 7,398	\$ 459	\$ 107
100-24-1535	TECHNOLOGY SERVICES	\$ 2,276	\$ 141	\$ 33
100-25-1540	SUPPORT SERVICES	\$ 4,211	\$ 261	\$ 61
100-27-4900	FLEET SERVICES	\$ 5,075	\$ 315	\$ 74
100-31-3210	POLICE SERVICES	\$ 100,000	\$ 6,200	\$ 1,450
100-32-3801	E911 COMMUNICATIONS	\$ 8,598	\$ 533	\$ 125
100-41-6110	RECREATION & LEISURE	\$ 14,126	\$ 876	\$ 205
100-51-4210	PUBLIC WORKS - STREETS	\$ 33,300	\$ 2,065	\$ 483
100-55-7410	PLANNING,BLDG,& ZONING	\$ 8,203	\$ 509	\$ 119
100-56-3910	PB&Z ANIMAL CONTROL	\$ 1,783	\$ 111	\$ 26
100-60-3610	FIRE EMS SERVICES	\$ 24,484	\$ 1,518	\$ 355
100-61-3510	FIRE - FIREFIGHTERS	\$ 60,896	\$ 3,776	\$ 883
540-72-4520	SANITATION - COLLECTION	\$ 2,975	\$ 184	\$ 43
	TOTALS	\$ 279,313	\$ 17,317	\$ 4,050

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

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

**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 GOVERNORS DRIVE, SPRINGDALE ROAD, COURTNEY DRIVE AND OLD JONESBORO ROAD AND FACILITY IMPROVEMENTS TO THE TOWN CENTER PLAZA ON MAIN STREET 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 Governors Drive, Springdale Road, Courtney Drive and Old Jonesboro Road and for park and facility improvements at the Town Center Plaza on Main Street, 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 Sub-recipient 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 2018 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 \_\_\_\_\_, 2017.

**CITY OF FOREST PARK**

\_\_\_\_\_  
David N. Lockhart, Mayor



---

Tommy Smith  
Councilmember, Ward One

---

Dabouze Antoine  
Mayor Pro-Tem, Ward Two

---

Sandra Bagley  
Councilmember, Ward Three

---

Latresa Wells  
Councilmember, Ward Four

---

Allan Mears  
Councilmember, Ward Five

ATTEST:

---

City Clerk, Mike Blandenburg

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

APPROVED AS TO FORM:

---

City Attorney

**STATE OF GEORGIA**

**CITY OF FOREST PARK**

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

**A RESOLUTION TO ESTABLISH AN INTERFAITH CELEBRATION IN THE  
CITY OF FOREST PARK, GEORGIA, IN HONOR OF DR. MARTIN LUTHER  
KING, JR.**

**WHEREAS**, the Reverend and Dr. Martin Luther King, Jr., lived a life of service to mankind in its strive for freedom and equality; and

**WHEREAS**, Dr. King stood for equality of races and religions, was the spearhead of social justice and the civil rights movement and held it to be “the hope of a secure and livable world,” filled with persons dedicated to “justice, peace and brotherhood”; and

**WHEREAS**, Dr. King’s dream that persons of all creeds and colors, of all faiths and religions, would join together to live in peace and mutual respect continues to be the goal of all moral citizens of the world; and

**WHEREAS**, Dr. King’s legacy is celebrated in communities all around the world who hold interfaith celebrations in honor of Dr. Martin Luther King, Jr.’s beliefs, words and action; and

**WHEREAS**, the Mayor and City Council of the City of Forest Park, in order to bring forward a sense of unity and purpose for all the residents of the City, to remind us all of the things all persons have in common, and encourage the community to strive for equality and justice for all, wish to declare a need for the citizens of the City to get together in an interfaith celebration honoring Dr. Martin Luther King, Jr.; and

**NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED THAT:** the governing authority of the City of Forest Park, Georgia hereby establishes and proclaims the establishment of an interfaith celebration to occur in the City of Forest Park on January 15, 2018, to share Dr. Martin Luther King, Jr.'s philosophy in joint readings, songs and prayer for building alliance and solidarity.

**SO RESOLVED,** this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
**David Lockhart, Mayor**

\_\_\_\_\_  
**Tommy Smith**  
Councilmember, Ward One

\_\_\_\_\_  
**Dabouze Antoine**  
Mayor Pro-tem, Ward Two

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

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

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



**ATTEST:**

\_\_\_\_\_  
**Mike Blandenburg**, City Clerk

**APPROVED BY:**

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

**STATE OF GEORGIA**

**CITY OF FOREST PARK**

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

**A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF FOREST PARK, GEORGIA, TO EXECUTE AN AGREEMENT WITH THE HONORABLE RONALD J. FREEMAN, SR. AS CHIEF MUNICIPAL COURT JUDGE.**

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

**WHEREAS**, the City has appointed the Honorable Ronald J. Freeman, Sr. to serve as its Chief Municipal Court Judge; and

**WHEREAS**, the governing body finds that it is in the best interest of the City that the term of appointment, compensation, duties, and responsibilities of the Chief Municipal Court Judge be reduced to writing; and

**WHEREAS**, the governing body desires to enter into an agreement with the Honorable Ronald J. Freeman, Sr. to serve as its’ Chief Municipal Court Judge.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FOREST PARK, GEORGIA**, as follows:

**BE IT RESOLVED**, the governing body of the City of Forest Park hereby resolves that the City shall enter into the Agreement attached hereto and incorporated herein as Exhibit “A” and that the Mayor of the City of Forest Park shall have the authority to perform all functions necessary to execute said Agreement, including but not

limited to negotiation of said Agreement, request of legal review of said Agreement and execution of said Agreement.

**SO RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
**David Lockhart**, Mayor

\_\_\_\_\_  
**Tommy Smith**  
Councilmember, Ward One

\_\_\_\_\_  
**Dabouze Antoine**  
Mayor Pro-tem, Ward Two

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

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

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

**ATTEST:**

---

Mike Blandenburg, City Clerk

**APPROVED AS TO FORM BY:**

---

City Attorney

## **EXHIBIT “A”**

EMPLOYMENT CONTRACT  
MUNICIPAL COURT JUDGE

THIS EMPLOYMENT CONTRACT for the Municipal Court Judge of the City of Forest Park, Georgia is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF FOREST PARK, GEORGIA ("CITY"), a home rule municipality, and RONALD J. FREEMAN, Sr. ("Municipal Court Judge"), an individual.

**W I T N E S S E T H:**

WHEREAS, the City appoints a municipal court judge every year; and,

WHEREAS, HB 691 requires that the City enter into contract with said judge;  
and,

WHEREAS, Ronald J. Freeman, Sr. has served as the Municipal Court Judge for the City of Forest Park, Georgia for two years; and

WHEREAS, the City desires to continue to employ the services of Ronald J. Freeman, Sr. as Municipal Court Judge of the City of Forest Park as provided by the City Charter.

WHEREAS, the City Council passed Resolution No. 1-1-2017 to reappoint Judge Freeman for the calendar years of 2018-19.

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

**I. MUTUAL ASSENT TO EMPLOYMENT**

The City Council hereby employs, engages and hires Ronald J. Freeman, Sr. to act as Municipal Court Judge for the City, and the Municipal Court Judge accepts and agrees to this employment engagement and hiring. Municipal Court Judge acknowledges and agrees that he serves at the pleasure of the City, subject to the 2016 Georgia Legislative Act, HB 691 which prohibits the dismissal of a Municipal Court Judge during his appointed term without Just Cause.

**II. DUTIES OF MUNICIPAL COURT JUDGE**

The duties of the Municipal Court Judge shall be as described in the City's Charter and Code, which are incorporated herein by this reference. The Municipal Court Judge shall also be available to review warrants, issue probable cause findings and hold hearings as needed.

### III. COMPENSATION AND BENEFITS

#### a. Salary

In consideration for the successful performance of the duties as Municipal Court Judge, as referred to hereinabove, the City agrees to pay and the Municipal Court Judge agrees to accept, in full payment for Municipal Court Judges services, the total of Five Hundred and twenty-five Dollars (\$ 525.00) per Court Session for arraignments, trials, first appearance or other Hearing, excluding environmental hearings beginning January 1, 2018 and ending December 31, 2019. At present, the municipal court sessions are as follows: every Wednesday at 8:00 am. (Trials) and 1:00 pm. (Arraignments). The Municipal Court Judge shall be compensated for up to four (4) absences with pay.

### IV. TERM

This Contract shall become effective January 1, 2018 and shall continue through December 31, 2019. The contract will be automatically renewed for three (3) successive one (1) year terms unless terminated for cause.

### V. INSURANCE AND BONDING

The City shall ensure and/or bond the Municipal Court Judge for all responsibilities and obligations and duties to be performed with the scope of his employment; however, the City shall have no obligation to indemnify or defend Municipal Judge for conduct or action undertaken in bad faith, is criminal in nature, constituting gross negligence, or for intentional, wrongful or reckless misconduct.

### VI. TERMINATION

The City shall comply with Georgia Law in the termination of a Municipal Court Judge. The City acknowledges that a Municipal Court Judge can be terminated during the contract term for cause only or with two-thirds of council vote.

In the event the Municipal Court Judge voluntarily resigns his position with the City before expiration of the aforesaid term of employment, the Municipal Court Judge shall give the City sixty (60) days advance written notice. This Contract shall terminate prior to the expiration of the term specified above, without further liability of the City, if death, permanent disability (extending three (3) months or longer), or total incapacity shall render the Municipal Court Judge incapable of serving as the Municipal Court Judge.



## VII. GENERAL PROVISIONS

- a. The Chief Municipal Court Judge shall be allowed to select an associate judge to serve in his stead during his absence, provided his absence is not a result of a termination or expiration of this Contract.
- b. Nothing herein contained shall act to prohibit Ronald J. Freeman, Sr. from engaging in the private practice of law and activities related thereto.
- c. In the event the Municipal Judge is called upon to perform marriage ceremonies as provided in Georgia Law, the Municipal Judge shall be allowed to charge a fee, therefore, and retain any such fee received in accordance with Georgia Laws on honorarium.

## VIII. NOTICES

All notices required under this Contract shall be in writing and shall be hand-delivered to the addresses of the parties set forth below. Any party, by notice so given, may change the address to which future notices shall be sent.

Municipal Court Judge:      Ronald J. Freeman, Sr. Esq.  
Johnson & Freeman, LLC  
6323 Roosevelt Hwy  
Union City, GA 30291  
[rfreeman@jflc.com](mailto:rfreeman@jflc.com)  
404.924.6711

City of Forest Park:      Mayor, City of Forest Park  
City Manager, City of Forest Park  
745 Forest Parkway  
Forest Park, GA 30297

## IX. FINAL AND ENTIRE AGREEMENT

This Contract supersedes and controls all prior written and oral agreements and representations of the parties. To the extent this Contract is inconsistent with prior written and oral agreements, the provisions set forth herein shall control, supersede and constitute the entire agreement of the parties. Additionally, by signing this agreement, the Municipal Court Judge warrants and represents that, as of the date of his signature below, he has no undisclosed claims against the City or nay employee or representative thereof and that he is eligible to serve as judge in accordance with Georgia law.

## X. AMENDMENTS AND MODIFICATIONS

This Contract shall not be amended or modified except by written agreement signed by both parties.



## XI. INVALID PROVISIONS

- a. It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Agreement are or were, upon approval of this Agreement, 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 Agreement is severable from every other section, paragraph, sentence, clause or phrase of this Agreement. 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 Agreement is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Agreement.
- c. In the event that any phrase, clause, sentence, paragraph or section of this Agreement 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 Agreement and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Agreement shall remain valid, constitutional, enforceable, and of full force and effect.

IN WITNESS, WHEREOF, the parties hereto have signed this contract in duplicate, each counterpart of which is hereby deemed an original for all purposes.

CITY OF FOREST PARK, GEORGIA

\_\_\_\_\_  
David Lockhart, Mayor,

ATTEST:

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

\_\_\_\_\_  
Ronald J. Freeman, Sr. Judge

**STATE OF GEORGIA**

**COUNTY OF CLAYTON**

On this the \_\_\_\_ day of \_\_\_\_\_, 2017, Ronald J. Freeman, Sr. personally appeared as Municipal Court Judge for the City of Forest Park, Georgia, who signed the above Employment Contract before me.

In witness, whereof, I hereby set my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**STATE OF GEORGIA**

**CITY OF FOREST PARK**

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

**A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF FOREST PARK, GEORGIA TO EXECUTE AN AGREEMENT WITH JERRY PATRICK AS SOLICITOR.**

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

**WHEREAS**, the City has appointed Jerry Patrick to serve as its solicitor; and

**WHEREAS**, the governing body finds that it is in the best interest of the City that the term of appointment, compensation, duties, and responsibilities of the solicitor be reduced to writing; and

**WHEREAS**, the governing body desires to enter into an agreement with Jerry Patrick to serve as its solicitor.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FOREST PARK, GEORGIA**, as follows:

**BE IT RESOLVED**, the governing body of the City of Forest Park hereby resolves that the City shall enter into the Agreement attached hereto and incorporated herein as Exhibit “A” and that the Mayor of the City of Forest Park shall have the authority to perform all functions necessary to execute said agreement, including but not limited to negotiation of said agreement, request of legal review of said agreement and execution of said agreement.

**SO RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF FOREST PARK, GEORGIA:**

\_\_\_\_\_  
**David Lockhart**, Mayor

\_\_\_\_\_  
**Tommy Smith**  
Councilmember, Ward One

\_\_\_\_\_  
**Dabouze Antoine**  
Mayor Pro-tem, Ward Two

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

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

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

**ATTEST:**

---

Mike Blandenburg, City Clerk

**APPROVED AS TO FORM BY:**

---

City Attorney

**EXHIBIT “A”**

CITY OF FOREST PARK  
STATE OF GEORGIA

**AGREEMENT FOR THE RENDITION OF SERVICES OF  
SOLICITOR FOR FOREST PARK MUNICIPAL COURT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the City of Forest Park, Georgia (hereinafter referred to as "City") acting by and through its duly elected Mayor and Council and with its principal office located at 745 Forest Parkway, Forest Park, Georgia, and Jerry L. Patrick (hereinafter referred to as "Service Provider") for the purpose of providing the prosecutorial services of a Solicitor in the Municipal Court of Forest Park, Georgia.

W I T N E S S E T H:

**WHEREAS**, the City desires to retain the services of a Solicitor in the Municipal Court of Forest Park, Georgia; and

**WHEREAS**, Service Provider desires to render said services; and

**WHEREAS**, this document provides the terms and conditions which shall govern the relationship, hereby created, between City and Service Provider for said services.

**NOW THEREFORE**, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree as follows:

**Section 1.     Duties**

The City hereby agrees to contract with Service Provider for Service Provider's performance of certain services as Solicitor of the Municipal Court of Forest Park, Georgia. Said services are detailed in Attachment A hereto, hereby incorporated herein, which is subject to amendment from time to time in accordance with Section 5, Paragraph B hereof.

**Section 2.     Compensation**

- A. No benefit offered to City employees not specified in this Agreement shall be available to the Solicitor or provided by the City unless formal amendment of this Agreement occurs to incorporate said benefits as a term of this Agreement.
- B. The City agrees to reimburse, upon approval of said reimbursement by the Mayor and Council, Service Provider for certain expenses of a non-personal and job related nature that may be incurred by Service Provider on behalf of City and in the performance of duties under this Agreement. Said expenses shall include, but not be limited to, required travel and continuing education designed to enhance Service Provider's service to the City. Any invoice submitted pursuant to this paragraph as a request for reimbursement shall be an itemized statement of expenses with supporting documentation.
- C. Service Provider shall receive \$400.00 per court session for the performance of duties, whether in court or out of court.

**Section 3.     Hours of Work**

Service Provider is an independent contractor and is expected to engage in the performance of duties under this Agreement for the hours necessary to fulfill the obligations of a Solicitor for the Municipal Court of the City. Service Provider is expected to be available when needed but in no case less than every occasion upon which the Municipal Court of Forest Park is in session for trial.

**Section 4.     Term**

The term of this Agreement shall be for two (2) years from the date of the execution hereof. The City or the Service Provider may terminate prior to the end of any term year for good cause only. "Good Cause" is defined as a failure by Service Provider to comply with the terms and conditions of this Agreement, including the services described in Attachment A hereto, to an extent that the delivery of services by Service Provider is impaired or is rendered impossible and/or a willful disregard by Service Provider for the rights and best interest of City; failure to make an appearance on every occasion upon which the Municipal Court of the City is in session; failure to exercise prosecutorial discretion in a manner consistent with the best interest of justice;



suspension or disbarment from the State Bar of Georgia; and any other similar action or omission. "Good Cause" is further defined as failure by the City to render payment to Service Provider as provided in Section 2, Paragraph E of this Agreement. This Agreement shall automatically renew for a one (1) year term unless the City or Service Provider notifies the other, in writing, of the decision not to renew this Agreement. Such writing shall be provided to the other party at least thirty (30) days prior to the expiration of the term.

**Section 5. Miscellaneous**

**A. *Laws.***

- i. All disputes or controversies arising as a result of or under this Agreement shall be determined and interpreted in accordance with the laws of the State of Georgia without regard to its choice of laws or provisions.
- ii. For purposes of venue, all actions arising out of or related to the Agreement shall be brought in a court of competent jurisdiction.

**B. *Amendment.*** This Agreement may from time to time be amended to reflect the changing relations of the parties hereto. To be effective, such amendment shall be in writing and signed by all parties hereto.

**C. *Entire Agreement.*** The text herein and attachments hereto shall constitute the entire agreement of these parties. No other representations, whether written or oral, have been relied upon to induce either party to enter this Agreement.

**D. *Severability.***

- i. It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Agreement are or were, upon approval of this Agreement, believed by the Mayor and Council to be fully valid, enforceable and constitutional.
- ii. 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 Agreement is severable from every other section, paragraph, sentence, clause or phrase of this Agreement. 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 Agreement is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Agreement.

- iii. In the event that any phrase, clause, sentence, paragraph or section of this Agreement 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 Agreement and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Agreement shall remain valid, constitutional, enforceable, and of full force and effect.

E. *Removal.* Should any case come before the Municipal Court of Forest Park, Georgia for prosecution and Service Provider has a personal, financial or other stake or interest in the subject matter thereof or in the circumstances of the parties thereto, then Service Provider shall remove himself from the active prosecution of or involvement with said case and promptly notify the presiding Judge of the Municipal Court of Forest Park, Georgia who will appoint an appropriate party to perform the duties of Solicitor for that particular case.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

(SEAL)

MAYOR AND COUNCIL FOR THE  
CITY OF FOREST PARK, GEORGIA

By:

\_\_\_\_\_  
David Lockhart, Mayor

ATTEST:

\_\_\_\_\_  
Forest Park City Clerk

\_\_\_\_\_  
Forest Park City Manager

(SEAL)

SOLICITOR

By:

\_\_\_\_\_  
Jerry L. Patrick

\_\_\_\_\_  
Witness

## Exhibit "A"

### Duties of Forest Park Municipal Court Solicitor

- I. As Solicitor for the Municipal Court of Forest Park, Georgia, shall at all times during the court of this Agreement be a member of good standing of the State Bar of Georgia. Service Provider shall prosecute the violations of the laws and ordinances of the City which come before said court for adjudication. Where such action is appropriate, the term prosecution shall include the entry of a plea. Responsibilities shall include but not be limited to the following:
  - A. Attendance at each arraignment and trial sessions of Municipal Court when cases are to be heard, unless excused by presiding Judge, and remaining present at each session of Municipal Court until City business has been completed or excused by presiding Judge.
  - B. Assist Judge of Municipal Court by administering necessary oaths to those officers of the Court which require such action and otherwise keeping the Court organized as may be necessary.
  - C. To prosecute all citations for violation of City law and/or ordinance which come before the Court for adjudication unless, a prosecution is impossible due to a failure of evidence, as determined in the Service Provider's discretion.
  - D. To perform such other duties which are or may be required by law or which necessarily appertain to the office.
- II. Service Provider shall have authority to do the following:
  - A. Review and investigate all citations which come before Service Provider for prosecution.
  - B. To exercise such other authority as may be permitted by law or which necessarily appertains to the office.