

A G E N D A

REGULAR MEETING OF MAYOR AND COUNCIL MARCH 6, 2017

6:00 P.M. Work Session

- City Managers report
- Discussion of Radio Museum and Hall of Fame
- Discussion of 4666 Jonesboro Road
- Discussion of Mural on Main Street
- Executive Session to discuss a settlement agreement and real estate matter

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 February 20, 2017
2. Regular Meeting of Mayor and Council of February 20, 2017

VII. Agenda Items

1. Consider an Ordinance to amend the Code of Ordinances, City of Forest Park, Georgia, to establish a Department of Technology Services by amending Subsection A of Section 2-3-1 (Departments Established) in Article A (General Provisions) of Chapter 3 (Administration) in Title 2 (General Government) and by enacting Title 12 (Technology Services) and Chapter 1 (Department of Technology Services) in said Title; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other lawful purposes.

BACKGROUND AND SUMMARY: City administration has become increasingly more dependent upon the use of information technology including, but not limited to, computers and data communication systems. The recent advancements and prevalent use of technology throughout all city departments have also increased along with the demand for professionally managed

technology services. The proposed ordinance creates a new Department of Technology Services operating under the direction of a newly created Technology Services Director position.

Recess for One Public Hearing

Open Public Hearing on Board of Zoning Code Amendment

Close Public Hearing on Board of Zoning Code Amendment

2. Consider an Ordinance to amend Section 8-8-121 ("Establishment of Board of Appeals") of Article I ("Board of Zoning Appeals") of Chapter 8 ("Zoning") in Title 8 ("Planning and Development") of the Code of Ordinances, City of Forest Park, Georgia by repealing the current language in said Section in its entirety and enacting new regulations in lieu thereof; to provide for severability; to repeal conflicting ordinances; to provide an adoption date; to provide an effective date; and to provide for other lawful purposes.

BACKGROUND AND SUMMARY: In considering a member of the City Board of Zoning Appeals for another city board appointment, it became evident that the language in the current ordinance governing members of the Board of Zoning Appeals states that: "None of the members shall hold any other public office or position in the municipality, except that one member may also be a member of the planning commission." The purpose of this proposed ordinance would be to repeal the current language thus allowing members of the Board of Zoning Appeals to serve on any other boards.

3. Consider a Lease Agreement between the City of Forest Park, Georgia and Claire Redman, 964 Longleaf Drive.

BACKGROUND AND SUMMARY: This Lease Agreement grants permission to a property owner to maintain a neighboring city owned vacant lot.

4. Consider Resolution authorizing the Mayor, on behalf of the City of Forest Park, Georgia to execute an agreement with Professional Probation Services, Inc., to provide probation services on behalf of the city.

BACKGROUND AND SUMMARY: Many changes have been made to Georgia's criminal justice system over the past two years with the passage of HB 310 (2015), SB 367 (2016), and the on-going criminal justice reform process. The newly created Department of Community Supervision (DCS) has been tasked with regulating

misdemeanor probation through its Misdemeanor Probation Oversight Unit (MPOU). This past year, the MPOU reviewed the contracts of all misdemeanor probation agencies in Georgia and has asked that contracts be updated to include elements that more adequately reflect current statutory language.

5. Consider an Appointment to the Clayton County Land Bank.

BACKGROUND AND SUMMARY: Due to the recent resignation of City Manager, there is now a vacancy on the Clayton County Land Bank.

6. Consider a Resolution of the City of Forest Park, Georgia to authorize the issuance of a credit card to each department of the city; to provide for severability; to provide an effective date; and for other lawful purposes.

BACKGROUND AND SUMMARY: The Finance Director requests authorization for issuance of one City credit card for each City department. Presently, the City maintains one central card that is used for all City credit card purchases, as needed. Assignment of a card to each department would simplify the purchasing process. Tracking of purchases by departments would be more efficient. Each department would be accountable for providing documentation for transactions to accounts payable.

7. Consider an Ordinance to amend Sections 9-2-3 and 9-2-16 of Article A ("General Provisions") of Chapter 2 ("Alcoholic Beverages") of Title 9 ("Licensing and Regulation") of the Code of Ordinances, City of Forest Park, Georgia; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other lawful purposes.

BACKGROUND AND SUMMARY: Upon review of the Alcohol Code within the City's Code of Ordinances, it was determined by staff that, except for limiting the amount of retail licenses for package stores, there is no need to retain a numerical limit on alcohol licenses. Accordingly, it is recommended that Section 9-2-16 of the City's Code of Ordinances be amended.

VIII. Legal Matters

IX. Comments by Governing Body

X. Adjournment

MINUTES

WORK SESSION OF MAYOR AND COUNCIL OF FEBRUARY 20, 2017

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

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

Also present were Al Wiggins, City Manager; Mike Blandenburg, Director Finance; Jonathan Jones, Director PB & Z; Jeff Eady, Director Public Works; Elaine Corley, Director Recreation & Leisure; Angela Redding, Management Analyst; Chief Hobbs, Police; Chief Buckholts, Fire; Christine Terrell, Director Support Services; Major Chris Matson, Police; and City Attorney, John O'Neal.

City Managers Report: Mr. Wiggins asked that we show our support for FPHS PTSA.

Mr. Wiggins stated that we will be moving City Hall for the renovations coming up. Mayor & Council meetings will be tentatively held at the Police Department courtroom.

Mr. Wiggins stated that he has looked into early Saturday voting. According to state statute, we are able to do that. The date for Saturday voting will be the 28th of October. Advanced voting starts on the 23rd of October.

Approval of Minutes: Councilwoman Bagley stated that there is a correction on page 2 of the January 17th Regular Meeting Minutes.

Agenda Items: *Ordinance to amend the Charter of the City of Forest Park by revising Section 4.11 ("Chief Judge; Associate Judge") of Article IV ("Municipal Courts").*

Ordinance to amend Chapter 5 ("Municipal Court") of article A ("General Provisions") of the Code of Ordinances, City of Forest Park, Georgia, by amending Sections 2-5-17, 2-5-18, 2-5-18.1, and 2-5-19.

Resolution to establish compensation and frequency of payment of such compensation for the Chief, Associate and Judges Pro Tempore.

Ordinance to amend the Code of Ordinances, City of Forest Park, Georgia, to establish a Department of Technology Services by amending Subsection A of Section 2-3-1 (Departments Established) in Article A (General Provisions) of Chapter 3 (Administration) in Title 2 (General Government) and by enacting Title 12 (Technology Services) and Chapter 1 (Department of Technology Services) in said Title.

Mayor Lockhart stated that he would like to table this ordinance to be able for the Directors to have a chance to review and discuss it with Mr. Wiggins and Mr. Duke as to the interplay between their departments and the newly created one to make sure we eliminate any source of friction between those departments before we pass the ordinance and then discover a problem later after it's too late.

Appointment of Technology Services Director

Appointment of Chief Hobbs as interim assistant City Manager, effective immediately, which position will convert to interim City Manager on March 7, 2017, with a ten percent (10%) pay increase over his current compensation, which increase shall take effect immediately and continue until he ceases to serve as City Manager.

Ordinance to amend the Official Zoning Map, City of Forest Park, Georgia by rezoning certain parcels of real property. Mayor Lockhart stated due to his competing interests, he needs to abstain from voting unless there is a tie vote.

Ordinance to amend Section 8-8-121 ("Establishment of Board of Appeals") of Article I ("Board of Zoning Appeals") of Chapter 8 ("Zoning") in Title 8 ("Planning and Development") of the Code of Ordinances, City of Forest Park, Georgia by repealing the current language in said Section in its entirety and enacting new regulations in lieu thereof.

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

MINUTES

REGULAR MEETING OF MAYOR AND COUNCIL OF FEBRUARY 20, 2017

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

Invocation: The invocation was given by Dr. Beeler followed by the Pledge of Allegiance to the American Flag.

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

Also present were Al Wiggins, City Manager; Mike Blandenburg, Director Finance; Jeff Eady, Director Public Works; Jonathan Jones, Director PB & Z; Management Analyst, Angela Redding; Director Recreation & Leisure Services, Elaine Corley; Chief Dwayne Hobbs, Police; Chief Eddie Buckholts, Fire; Director Support Services, Christine Terrell; Major Chris Matson, Police; and City Attorney, John O'Neil.

Comment Period: Douglas Pratt, 5087 West Street. In regards to the corner of Springdale and West Street, commercial buildings, addressed the rezoning issue.

Carl Evans, 4726 Burks Rd., addressed the high tax rate in the city.

Shirley Nichols, 5171 Springdale Rd. addressed the rezoning issue.

Dianne Lunsford, Skyland Drive. Addressed the trash issues on the streets in the city.

Approval of Minutes: Councilwoman Bagley made a motion to accept and approve the minutes of January 17, 2017 and February 6, 2017, and to amend the minutes of the January 17, 2017, Regular Meeting, to reflect that Councilman Antoine made a motion to amend the pending motion to correct the election date to November 7th and then approve. Councilman Mears seconded the motion. Voting was unanimous.

Public Hearing: Councilman Smith made a motion to recess for public hearing with respect to the proposed Charter amendment related to the Municipal Court Judges. Councilman Mears seconded. Voting in favor was Councilwoman Bagley, Councilman Smith, and Councilman Mears. Councilman Antoine and Councilwoman Wells abstained. The motion passed three (3) to nothing.

Councilwoman Bagley made a motion to close the public hearing and reconvene our Regular Meeting. Councilman Smith seconded. Voting was unanimous.

Ordinance: Ordinance to amend the Charter of the City of Forest Park by
Charter Amend- revising Section 4.11 ("Chief Judge; Associate Judge") of
ment Article IV ("Municipal Courts") therein. Councilman Smith
made a motion to adopt this Ordinance. Councilman Mears
seconded. Voting was unanimous.

Ordinance: Ordinance to amend Chapter 5 ("Municipal Court") of
Municipal Court Article A ("General Provisions") of the Code of Ordinances,
City of Forest Park, Georgia, by amending Sections 2-5-17,
2-5-18, 2-5-18.1, and 2-5-19. Councilwoman Bagley made a
motion to adopt the Ordinance. Councilman Smith
seconded. Voting was unanimous.

Resolution: Resolution to establish compensation and frequency of
Compensation payment of such compensation for the Chief, Associate and
Judges Judges Pro Tempore. Councilman Mears made a motion to
adopt this Resolution. Councilman Smith seconded. Voting
was unanimous.

Ordinance: Ordinance to amend the Code of Ordinances, City of Forest
Department Park, Georgia, to establish a Department of Technology
Technology Services by amending Subsection A of Section 2-3-1
Services (Departments Established) in Article A (General Provisions)
of Chapter 3 (Administration) in Title 2 (General
Government) and by enacting Title 12 (Technology Services)
and Chapter 1 (Department of Technology Services) in said
Title. Councilman Antoine made a motion to table this
Ordinance. Councilman Mears seconded. Voting was
unanimous.

Appointment: Appointment of Technology Services Director.
Technology Councilwoman Wells made a motion to accept the
Services Director appointment of Darren Duke as Technology Services Director to be effective immediately upon the establishment of a Department of Technology Services. Councilman Smith seconded. Voting was unanimous.

Appointment: Appointment of Chief Hobbs as interim assistant City
Chief Hobbs Manager, effective immediately, which position will convert
Interim City to interim City Manager on March 7, 2017, with a ten
Manager percent (10%) pay increase over his current compensation, which increase shall take effect immediately and continue until he ceases to serve as City Manager. Councilman Mears made a motion to appoint Chief Hobbs as Interim City Manager effective March 7, 2017, with a ten percent (10%) pay increase over his current compensation. Councilman Smith seconded. Those in favor were Councilmembers Mears, Smith, and Bagley. Those opposed were Councilmembers Antoine and Wells. Motion carries.

Public Hearing: Councilwoman Bagley made a motion to recess for Public Hearing concerning proposed rezoning. Councilman Smith seconded. Voting was unanimous.

Greg Hecht, Attorney representing Doug & Donna Pratt with regard to 5828 Springdale Rd. & 5087 West St., stated that he is opposed to the particular rezoning on the agenda tonight.

Mrs. Lunsford stated her concerns about the proposed rezoning.

Ms. Hartsfield stated her concerns about the proposed rezoning.

Mr. Finch stated his concerns about the proposed rezoning.

Ms. Shannon Dunleavy stated her concerns about the proposed rezoning.

Mr. David Moore stated his concerns about the proposed rezoning.

Ms. James stated her concerns about the proposed rezoning.

Mr. Doug Pratt stated his concerns about the proposed rezoning.

Councilwoman Wells made a motion to close the Public Hearing and reconvene the Regular Meeting. Councilman Smith seconded. Voting was unanimous.

Ordinance:
Official Zoning
Map

Ordinance to amend the Official Zoning Map, City of Forest Park, Georgia by rezoning certain parcels of real property. Councilwoman Wells made a motion to adopt the ordinance. Councilman Antoine seconded. Those in favor were Councilmembers Antoine and Wells. Those abstaining were Councilmembers Mears, Smith, and Bagley. The motion fails.

Councilman Antoine asked the city attorney if a no vote is considered a yes vote. The city attorney stated that an abstention is considered an abstention. The City Council cannot pass something unless there is a majority vote of the Council which means one person perhaps could abstain, but two (2) voting yes and three (3) abstaining, I don't know that it would constitute a majority necessary in order to pass the motion.

Councilwoman Bagley made a motion to open the Public Hearing with respect to Board of Zoning Appeals membership. Councilman Smith seconded. Those in favor were Councilmembers Antoine, and Bagley. Those abstaining were Councilmembers Mears and Wells. That motion fails.

Ordinance:
Board of Appeals

Ordinance to amend Section 8-8-121 ("Establishment of Board of Appeals") of Article I ("Board of Zoning Appeals") of Chapter 8 ("Zoning") in Title 8 ("Planning and Development") of the Code of Ordinances, City of Forest Park, Georgia by repealing the current language in said Section in its entirety and enacting new regulations in lieu thereof.

Councilman Smith made a motion to reconvene the Regular Meeting. Councilwoman Bagley seconded. Those in favor were Councilmembers Smith, Mears, and Bagley. Those abstaining were Councilmembers Antoine and Wells.

Mayor Lockhart stated that the Ordinance to amend Establishment of Board of Appeals is rendered mute by the decision to open the Public Hearing.

Legal Matters: None

Adjournment: Councilman Smith made a motion to adjourn. Seconded by Councilwoman Bagley. Voting was unanimous.

STATE OF GEORGIA

CITY OF FOREST PARK

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF FOREST PARK, GEORGIA, TO ESTABLISH A DEPARTMENT OF TECHNOLOGY SERVICES BY AMENDING SUBSECTION A OF SECTION 2-3-1 (DEPARTMENTS ESTABLISHED) IN ARTICLE A (GENERAL PROVISIONS) OF CHAPTER 3 (ADMINISTRATION) IN TITLE 2 (GENERAL GOVERNMENT) AND BY ENACTING TITLE 12 (TECHNOLOGY SERVICES) AND CHAPTER 1 (DEPARTMENT OF TECHNOLOGY SERVICES) IN SAID TITLE; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, the administration of the City has become increasingly more dependent upon the use of information technology including, but not limited to, computers and data communication systems, with advancements in, and the prevalence of use of, said technology in recent years; and

WHEREAS, the governing body previously has established various departments of the City in Section 2-3-1 of the Code of Ordinances, City of Forest Park, Georgia (the “Code”) but no department presently exists to address exclusively information technology issues; and

WHEREAS, the governing body desires to establish a Department of Technology Services to oversee the planning and the management of the City’s increasing use of information technology; and

WHEREAS, Section 3.10 of the Charter of the City of Forest Park, Georgia authorizes the governing body to establish, by ordinance, departments of the City; and

WHEREAS, the public health, safety, and general welfare of the citizens of the City will be positively impacted by the adoption of this Ordinance.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FOREST PARK, and by the authority thereof:

Section 1. The Code of Ordinances, City of Forest Park, Georgia is hereby amended by striking the existing text of subsection (a) of Section 2-3-1 (“Departments established”) in Article A (“General Provisions”) of Chapter 3 (“Administration”) in Title 2 (“General Government”) and enacting new text in lieu thereof, to read and to be codified as follows:

- “(a) The following departments of the city are hereby established:
- (1) Police;
 - (2) Finance;
 - (3) Public works;
 - (4) Parks and recreation;
 - (5) Public services;
 - (6) Fire; and
 - (7) Technology services.”

Section 2. The Code of Ordinances, City of Forest Park, Georgia is hereby amended by enacting Title 12, to read and to be codified as follows:

“Title 12 – Technology Services”

Section 3. The Code of Ordinances, City of Forest Park, Georgia is hereby amended by enacting Chapter 1 in Title 12 (“Information Technology”), to read and to be codified as follows:

“Chapter 1 – DEPARTMENT OF TECHNOLOGY SERVICES

Section 12-1-1. – Department established; purpose; director.

- (1) There is hereby established a department of technology services for the purpose of planning and managing the informational systems and data communications equipment utilized by the City.
- (2) The department of technology services shall be composed of a director who shall oversee said department and such other officer and employees as are

from time to time deemed necessary by the mayor and council. The director of the department of technology services shall be nominated by the city manager with confirmation of such appointment by the governing body in accordance with Section 3.14 of the Charter of the City. The director shall report to the city manager.

Section 12-1-2. – Duties and responsibilities of the director and department; establishment of rules and regulations.

- (1) Under the direct supervision of the city manager, the director of technology services shall be responsible for the planning and management of the information systems and data communications equipment utilized by the departments, officials, employees and agents of the City. These responsibilities shall include, but are not limited, the following:
 - a) Overseeing the development of the City-wide information and technology strategy;
 - b) Coordinating all telephony, voice, and data equipment and communications to and from the departments, officials, employees and agents of the City;
 - c) Overseeing and maintaining network security of the City's informational systems and data communications equipment;
 - d) Overseeing network and server administration;
 - e) Overseeing application system administration; and
 - f) Providing end-user support to the various departments, officials, employees and agents of the City.
- (2) The director of the department of technology services shall establish such rules and regulations as shall, from time to time, be necessary to the performance of the duties and the functions of the department of technology services pursuant to this Chapter. The director shall recommend to the City Manager for submission to and approval by the governing body any changes which he deems desirable in the provisions of this Chapter, other provisions of the Code of Ordinances or resolutions of the City affecting the department of technology services.

Section 12-1-3. – Assignment of additional duties.

In addition the duties as provided in Section 12-1-2, the department of technology services shall perform any and all other duties which be assigned to it by the City Manager, in writing or otherwise, and the department shall have all power and authority necessary to carry out such additional assigned duties.”

Section 4. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 5. (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.

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 7. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

Section 8. The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

ORDAINED this _____ day of _____, 2016.

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. _____

AN ORDINANCE TO AMEND SECTION 8-8-121 (“ESTABLISHMENT OF BOARD OF APPEALS”) OF ARTICLE I (“BOARD OF ZONING APPEALS”) OF CHAPTER 8 (“ZONING”) IN TITLE 8 (“PLANNING AND DEVELOPMENT”) OF THE CODE OF ORDINANCES, CITY OF FOREST PARK, GEORGIA BY REPEALING THE CURRENT LANGUAGE IN SAID SECTION IN ITS ENTIRETY AND ENACTING NEW REGULATIONS IN LIEU THEREOF; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, the City has the power to adopt ordinances relating to the administrative officers, bodies, and agencies for the efficient exercise of its zoning power granted by the 1983 Constitution of the State of Georgia, including but not limited to Article IX, Section II, Paragraph IV; the authority granted by the General Assembly of the State of Georgia, including but not limited to O.C.G.A. § 36-66-2; and

WHEREAS, Section 8-8-121 of the Code of Ordinances prohibits Board of Zoning Appeals members from holding any other public office or position in the City; and

WHEREAS, the governing body desires to remove this prohibition in order to improve the management and administration of the Board of Zoning Appeals; and

WHEREAS, the health, safety, and welfare of the citizens of the City will be positively impacted by the adoption of the Ordinance.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FOREST PARK, GEORGIA, and by the authority thereof:

Section 1. The Code of Ordinances, City of Forest Park, Georgia is hereby amended by striking, in its entirety, the existing text in Section 8-8-121 (“Establishment of Board of Appeals”) of Article I (“Board of Zoning Appeals”) of Chapter 8 (“Zoning”) in Title 8 (“Planning and Development”) and inserting the following text in lieu thereof to read and to be codified as follows:

“A board of zoning appeals is hereby established. Said board shall consist of five (5) members appointed by the mayor and council for overlapping terms of not less than three (3) nor more than five (5) years. Any vacancy in the membership shall be filled for the unexpired term in the same manner as the initial appointment. Members will be removed for cause by the appointing authority upon written charges and after public hearing. Members shall be paid an amount that will be fixed from time to time by the governing body by resolution.”

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

Section 3. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

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.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this _____ day of _____, 2017.

[Signatures on following page]

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

GEORGIA

CLAYTON COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made the _____ day of _____, 2017, between

THE CITY OF FOREST PARK, GEORGIA

Hereinafter called "Lessor" or "the City" as Party of the First Part, and

Claire Redman
964 Longleaf Drive

Hereinafter called "Lessee", as Party of the Second Part.

WITNESSETH

1. Lessor does hereby rent and lease to Lessee the property described on an exhibit attached to this lease marked Exhibit "A" and copy of a plat attached hereto marked Exhibit "B" (said property being hereinafter referred to as "the Premises". Both Exhibits "A" and "B" are made by reference a part of this Lease.
2. This Lease is made for a term of 5 years and begins on the 16th day of APRIL, 2017 and ends on the 16th day of APRIL, 2022.
3. As consideration for this Lease, Lessee agrees to pay Lessor the sum of \$ 1.00 per year, payable on the date of the execution of this lease agreement. Should this Lease be extended by mutual agreement, a similar sum shall be payable for each period of extension with rental always being paid in advance.
4. Should this Lease or any part thereof be declared null and void or inoperative by a court of competent jurisdiction or by an opinion of the City Attorney of the City, this Lease shall terminate immediately and the Lessor's obligation to Lessee shall only be to return to the Lessee any rental paid in advance of the date the Premises are retaken by the Lessor.
5. Lessor shall always have the right to enter into and go upon the Premises at any time and for any purpose whenever the Lessor determines, in its sole discretion, that it needs to enter and go upon the Premises in order to carry on its governmental, ministerial or municipal duties or functions.

17. Lessee, on behalf of herself, her heirs, assigns and representatives, does hereby indemnify and hold harmless the Lessor, its officers, employees, representatives, contractors, assigns and successors from any and all damages, claims and expenses arising out of any accident, incident or injury of any kind whatsoever which may occur in or upon the Premises, and does hereby waive, relinquish and release any and all claims of any kind which may arise out of or occur in or upon the Premises.

IN WITNESS WHEREOF the parties have executed this agreement in triplicate the day and year first written above.

LESSOR: CITY OF FOREST
PARK, GEORGIA

Witness:

By: Mayor, as authorized by the
City Council of said City.

Notary Public

Witness:

LESSEE:

Notary Public

Approved as to form:
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 PROFESSIONAL PROBATION SERVICES, INC., TO PROVIDE PROBATION SERVICES ON BEHALF OF THE CITY.

WHEREAS, the governing body of the City of Forest Park, Georgia ("City") is the Mayor and Council thereof; and

WHEREAS, the City entered into an agreement with Professional Probation Services, Inc. ("previous agreement") to provide professional probation services on behalf of the City; and

WHEREAS, recent state law regarding probation contracts requires that probation contracts contain certain provisions; and

WHEREAS, such provisions were not included in the previous agreement; and

WHEREAS, in order to comply with state law, the City's agreement with Professional Probation Services, Inc. must be amended; and

WHEREAS, the governing body desires to enter into an agreement with Professional Probation Services, Inc. to provide probation services on behalf of the City.

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"

with Professional Probation Services, Inc. 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

[SIGNATURES CONTINUED ON NEXT PAGE]

ATTEST:

Mike Blandenburg, City Clerk

APPROVED AS TO FORM BY:

City Attorney

EXHIBIT "A"

STATE OF GEORGIA

COUNTY OF CLAYTON

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this ____ day of _____, 20____, by and between the City of Forest Park, Georgia (hereinafter referred to as the "City") and Professional Probation Services, Inc. (hereinafter referred to as "PPSI"), upon the request and consent of the Chief Judge of the Forest Park Municipal Court (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the City, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE CITY

The City shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the standards and qualifications as set forth by the Board of Community Supervision and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between PPSI and the City, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

- E. Maintain individual files for each offender participating in PPSI's programs. The files will be maintained in a secured area, in a secure file cabinet, or electronically. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement, in accordance with O.C.G.A. § 42-8-109.2.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that PPSI is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. PPSI shall prioritize the collection of restitution before the collection of fines and probation fees. PPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).

- L. Submit written quarterly reports to the chief judge and a written annual report to the governing body pursuant to requirements set forth in O.C.G.A. § 42-8-108.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records.
- O. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand (\$100,000.00) dollars as surety for the satisfactory performance of the Contract.
- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.
- Q. The Court shall assist PPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for PPSI to conduct pre-sentence or probationer investigations as may be requested. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. PPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107.
- S. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1 and §42-8-107.
- T. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107.

- U. PPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.
- V. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. PPSI will maintain records of community service participation and completion.
- W. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103.1.
- Z. PPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court's Judicial Procedures.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the _____ day of _____, 2017, and shall continue with a specific expiration date of the 31st day of December, 2017, which shall be the anniversary date of this contract. The contract shall automatically renew for specific one year terms on January 1st each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party within 30 days of the current term's expiration.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City.

TERMINATION

Only the chief judge may initiate termination of this Contract, and such termination shall be subject to approval by the City.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the Forest Park Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Presiding Judge of the Clayton County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days' prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City, or seek monetary damages as its remedy in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$ 100,000 each accident - \$ 500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any negligent act or omission of PPSI, its employees, agents, or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents, or representatives. Further, the City is to be named as an additional named insured on PPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the Court and City. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City: The City of Forest Park
 745 Forest Parkway
 Forest Park, GA 30297

As to PPSI: John C. Cox, President
 Professional Probation Services, Inc.
 1770 Indian Trail Road, Suite 350
 Norcross, Georgia 30093

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the City and PPSI.

IN WITNESS, WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first above written.

DATE OF EXECUTION: _____

CITY OF FOREST PARK

DAVID LOCKHART, MAYOR

ATTEST:

DATE OF EXECUTION: _____

INC.

PROFESSIONAL PROBATION SERVICES,

JOHN C. COX, PRESIDENT (SEAL)

ATTEST:

APPROVED:

FOREST PARK MUNICIPAL COURT

RONALD FREEMAN, CHIEF JUDGE

ATTEST:



Specifications for Services

Pay-Only Probation Supervision	\$0.00 – First Month, then \$40.00 per month for months two, three, and four. The probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees, unless otherwise ordered by the Court.
Basic Probation Supervision	\$40.00 per month
Intensive Probation Supervision	\$45.00 per month with field visits
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Alcohol-Wise JV Course (for juveniles)	\$75.00

Marijuana 101 Drug Education Course (for adults)	\$75.00
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STOPLifting Course (for adults)	\$75.00
STOPLifting JV Course (for juveniles)	\$75.00
Parent Alcohol and Drug Education Course (Parent-Wise)	\$0.00
Electronic Monitoring	<p><u>Random Breath Alcohol Monitoring (\$9.00 per day + \$50.00 Activation Fee)</u></p> <p>Defendant is summoned randomly to a SCRAM remote breath device to give a breath test.</p> <p><u>GPS Monitoring (\$10.00 per day + \$50.00 Activation Fee)</u></p> <p>A GPS device actively monitors the defendant's movements 24/7 via satellite. Can set exclusionary and inclusionary zones</p> <p><u>Trans-dermal Alcohol Monitoring (\$12.00 per day + \$50.00 Activation Fee)</u></p> <p>The defendant's alcohol consumption is monitored 24/7 through a cellular receiver.</p>
On-Site, Multi-Panel Drug Screen	\$15.00
Termination Letter Administrative Fee	\$10.00 (If applicable)
Community Service Work Coordination	No Cost
Restitution Collection - Direct Disbursement to Victim	No Cost
Court and On-Line Access to the PPSI Offender Management Computer Program	<p>No Cost</p> <p>For 24/7 Internet Access to all Offender Data and Activity</p>

Transfer of Supervision	No Cost to any of our more than 40 locations nationwide
Domestic Violence Workshop	No Cost referral to a Certified Treatment Provider
Anger Control Workshop	No Cost referral to a Certified Treatment Provider
Youthful Offender Workshop	No Cost referral to a Certified Treatment Provider
Resume and Interview Skills Development with Job Placement Assistance	No Cost
Indemnification of the Court, and Naming the Court as an Additional Insured	No Cost – Professional and General Liability

**STATE OF GEORGIA
COUNTY OF CLAYTON**

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

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- L. Submit written quarterly reports to the chief judge and a written annual report to the governing body pursuant to requirements set forth in O.C.G.A. § 42-8-108.
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As to the City: The City of Forest Park
745 Forest Parkway
Forest Park, GA 30297

As to PPSI: John C. Cox, President
Professional Probation Services, Inc.
1770 Indian Trail Road, Suite 350
Norcross, Georgia 30093

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IN WITNESS, WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first above written.

DATE OF EXECUTION: _____

CITY OF FOREST PARK

DAVID LOCKHART, MAYOR

ATTEST:

DATE OF EXECUTION: _____

PROFESSIONAL PROBATION SERVICES, INC.

JOHN C. COX, PRESIDENT (SEAL)

ATTEST:

APPROVED:
FOREST PARK MUNICIPAL COURT

RONALD FREEMAN, CHIEF JUDGE

ATTEST:



Specifications for Services

Pay-Only Probation Supervision	\$0.00 – First Month, then \$40.00 per month for months two, three, and four. The probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees, unless otherwise ordered by the Court.
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STOPLifting JV Course (for juveniles)	\$75.00
Parent Alcohol and Drug Education Course (Parent-Wise)	\$0.00
Electronic Monitoring	<p><u>Random Breath Alcohol Monitoring (\$9.00 per day + \$50.00 Activation Fee)</u> Defendant is summoned randomly to a SCRAM remote breath device to give a breath test.</p> <p><u>GPS Monitoring (\$10.00 per day + \$50.00 Activation Fee)</u> A GPS device actively monitors the defendant's movements 24/7 via satellite. Can set exclusionary and inclusionary zones</p> <p><u>Trans-dermal Alcohol Monitoring (\$12.00 per day + \$50.00 Activation Fee)</u> The defendant's alcohol consumption is monitored 24/7 through a cellular receiver.</p>
On-Site, Multi-Panel Drug Screen	\$15.00
Termination Letter Administrative Fee	\$10.00 (If applicable)
Community Service Work Coordination	No Cost
Restitution Collection - Direct Disbursement to Victim	No Cost
Court and On-Line Access to the PPSI Offender Management Computer Program	No Cost
Transfer of Supervision	For 24/7 Internet Access to all Offender Data and Activity
Domestic Violence Workshop	No Cost to any of our more than 40 locations nationwide
Anger Control Workshop	No Cost referral to a Certified Treatment Provider
Youthful Offender Workshop	No Cost referral to a Certified Treatment Provider
Resume and Interview Skills Development with Job	No Cost

Placement Assistance	
Indemnification of the Court, and Naming the Court as an Additional Insured	No Cost – Professional and General Liability

STATE OF GEORGIA

CITY OF FOREST PARK

RESOLUTION NO. 2017-_____

**A RESOLUTION REMOVING AND APPOINTING BOARD MEMBERS TO
THE CLAYTON COUNTY LAND BANK**

WHEREAS, the governing body of the City of Forest Park, Georgia, is the Mayor and Council; and

WHEREAS, by Resolution No. 2014-20, dated April 21, 2014, the Clayton County Board of Commissioners and the City Council of the City of Forest Park established a legal entity and public body corporate, to be known as the “Clayton County Land Bank,” for the purposes of acting as a land bank under the Land Bank Act (Section 48-4-100 et seq. of the Official Code of Georgia Annotated); and

WHEREAS, in that Resolution, the City of Forest Park appointed two (2) members to the Clayton County Land Bank, one (1) of which will serve for an initial term of two (2) years, and one (1) of which will serve for an initial term of four (4) years, all subsequent appointments and reappointments being for a term of four (4) years; and

WHEREAS, Al Wiggins was appointed to serve a four (4) year term as a board member, and his term expires on April 21, 2018; and

WHEREAS, Mr. Wiggins is no longer employed with the City of Forest Park;

WHEREAS, the governing body is authorized to appoint and remove board members at its pleasure and it desires to appoint only active City employees to the Clayton County Land Bank; and

WHEREAS, the governing body desires to remove Mr. Wiggins from his position as board member and appoint a new board member to fill the vacancy left by Mr. Wiggins' removal; and

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FOREST PARK, THAT Al Wiggins be removed from his position as a board member with the Clayton County Land Bank; and

BE IT FURTHER RESOLVED THAT _____ be appointed to the Clayton County Land Bank to complete the remaining term of Al Wiggins that expires on April 21, 2018.

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:

CITY CLERK

APPROVED AS TO FORM:

City Attorney

STATE OF GEORGIA

CITY OF FOREST PARK

RESOLUTION NO. 2017-_____

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NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FOREST PARK, THAT Al Wiggins be removed from his position as a board member with the Clayton County Land Bank; and

BE IT FURTHER RESOLVED THAT _____ be appointed to the Clayton County Land Bank to complete the remaining term of Al Wiggins that expires on April 21, 2018.

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:

CITY CLERK

APPROVED AS TO FORM:

City Attorney



STATE OF GEORGIA

CITY OF FOREST PARK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF FOREST PARK, GEORGIA TO AUTHORIZE THE ISSUANCE OF A CREDIT CARD TO EACH DEPARTMENT OF THE CITY; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES

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

WHEREAS, the City presently uses a single credit card for authorized purchases and, under the supervision of the City’s Finance Director, makes that card available to the various departments of the City in specific instances to make an authorized purchase; and

WHEREAS, the lender/creditor for the account of said credit card has agreed to provide additional cards issued under that same account for the use of the City’s departments to make authorized purchases; and

WHEREAS, the governing body desires to allow the issuance of one (1) credit card for each department of the City, with said card being issued under the same credit card account presently used by the City, so that each department may conduct authorized business of the City more efficiently; and

WHEREAS, to ensure any said credit card is used only for authorized purchases, the governing body desires to limit the authorized signatory for each said card to only the director or head of the City’s department to which said card is issued; and

WHEREAS, based on the foregoing, the governing body desires to authorize the City to such necessary steps, including any actions by the City Manager or his or her designee, to provide a credit card to each department of the City.

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

Section 1. Authorization to Obtain Additional Credit Cards. The City Manager, or his designee, is authorized to take such steps that are necessary to obtain one (1) credit card, per department, for the following departments of the City: Police; Finance; Public Works; Parks and Recreation; Public Services; Fire; and Technology Services. Any credit card obtained pursuant to this section shall be issued only under the same credit card account presently used by the City of Forest Park. The only authorized signatory for any credit card obtained pursuant to this section shall be the director or head of the City's department to which said card is issued, and said individual is responsible for the documentation and safekeeping of said card during its issuance. Any credit card obtained pursuant to this section is to be used only to purchases necessary for the authorized business of the City.

Section 2. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

Section 3. Repealing Clause. All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 9-2-16 OF ARTICLE A ("GENERAL PROVISIONS") OF CHAPTER 2 ("ALCOHOLIC BEVERAGES") OF TITLE 9 ("LICENSING AND REGULATION") OF THE CODE OF ORDINANCES, CITY OF FOREST PARK, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, upon review of Article A of its Alcoholic Beverages Code, the governing body of the City has determined that certain numerical restrictions regarding alcohol licenses should be amended and/or removed; and

WHEREAS, the governing body of the City desires to amend its Code of Ordinances to amend and/or remove such restrictions; and

WHEREAS, the governing body of the City determines that further amendments to its Code of Ordinances will provide for the health, safety, and welfare of the inhabitants of the City.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF FOREST PARK, GEORGIA THAT:

Section One. Section 9-2-16 ("Limitation on number of licenses granted to one applicant; rental agreements"), of Article A ("General Provisions"), of Chapter 2 ("Alcoholic Beverages") of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by

Sandra Bagley
Councilmember, Ward Three

Latresa Wells
Councilmember, Ward Four

Allan Mears
Councilmember, Ward Five

ATTEST:

Mike Blandenburg, City Clerk

APPROVED BY:

City Attorney

Sec. 9-2-3. - License required; violations; classes of licenses.

(c) There shall be the following classes of licenses in the city:

(12) Wholesale dealers of distilled spirits ~~(which includes malt beverages and wine);~~

Sec. 9-2-16. - Limitation on number of licenses granted to one applicant; rental agreements.

(a) No person ~~shall hold a retail license under this chapter who also has any financial interest in any wholesale distilled spirits, malt beverage or wine business.~~

~~(b) No person~~entity shall be issued a license ~~under this chapter~~for wholesale dealers of distilled spirits or retail sales of distilled spirits by the package if such person or entity already has a financial interest in any other business ~~licensed under this chapter with a license issued by the City of Forest Park for wholesale dealers of distilled spirits or retail sales of distilled spirits by the package.~~

~~(e)~~b) Additionally, it shall be unlawful for ~~the~~any applicant or license holder to contract with or agree with the owner of premises on which any retail sale of alcoholic beverages is permitted, so as to provide for the payment of rent on a percentage of profit-sharing basis, or for the owner of the leased premises in any way to share directly or in any other way in the profits of the lessee's activity in connection with the sale of alcoholic beverages; and the lessor shall not be in or have any other connection with the business of the retail sale of alcoholic beverages.

~~(d) Notwithstanding the foregoing, any person may own both a single license for the retail sale of distilled spirits and a single license for malt beverages and wine.~~