

## A G E N D A

### REGULAR MEETING OF MAYOR AND COUNCIL FEBRUARY 6, 2017

6:00 P.M. Work Session

- City Managers report
- Presentation by FPHS PTSA
- Discussion of AARP Defensive Driving Program
- Presentation by Sparkle Adams
- Executive Session to discuss pending litigation

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 January 17, 2017
2. Regular Meeting of Mayor and Council of January 17, 2017

VII. Agenda Items

1. Consider a Memorandum of Agreement between the City of Forest Park and other Clayton County entities for the purpose of obtaining a lobbyist.

**BACKGROUND AND SUMMARY:** The proposed MOA is an extension of a previously approved contract retaining a consulting firm to represent the City of Forest Park and other Clayton County entities before the U.S. Congress with regard to the collection of local sales taxes on aviation fuels.

2. Consider a Resolution authorizing the Mayor, on behalf of the City of Forest Park, Georgia, to execute a contract agreement with Lord, Aeck Sargent, Inc. for urban design, planning and landscape architecture consulting services.

**BACKGROUND AND SUMMARY:** The City of Forest Park advertised an RFP (Request for Proposals) to provide a Parks and Neighborhood Master Plan for Starr Park. The scope of work includes a

comprehensive review of Starr Park, the surrounding neighborhoods and how these assets fit within the broader area network of parks, trails and open space.

3. Consider an 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”) therein; 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:** House Bill 691 amended certain sections within Title 36 of the Official Code of Georgia relating to the appointment and removal of municipal court judges requiring the aforementioned amendments to city charter.

4. Consider an Ordinance to amend Section 2-5-19 (“compensation”) of Chapter 5 (“Municipal Court”) of the Code of Ordinances, City of Forest Park, Georgia; 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:** Upon review of the city’s charter and code of ordinances, an inconsistency between the judges’ compensation as provided in the statute and the actual compensation provided by the City. In an effort to align the City’s practice with the ordinance, this temporary ordinance amendment is being presented. The amendment is temporary only because the charter (that would override this ordinance) is being simultaneously amended and the amendment won’t be complete until February 20.

5. Consider a Resolution authorizing the Mayor, on behalf of the City of Forest Park, Georgia to execute an agreement with the Chief Municipal Court Judge.

**BACKGROUND AND SUMMARY:** Reference Agenda Item #3.

6. Consider a Resolution authorizing the Mayor, on behalf of the City of Forest Park, Georgia to execute an agreement with the Assistant Municipal Court Judge of Environmental Court.

**BACKGROUND AND SUMMARY:** Reference Agenda Item #3.

7. Consider a Resolution authorizing the Mayor, on behalf of the City of Forest Park, Georgia to execute agreements with certain persons as Municipal Court Judges Pro Tempore.

**BACKGROUND AND SUMMARY:** Reference Agenda Item #3.

8. Consider a Resolution by the City Council of the City of Forest Park declaring certain city property to be surplus property, listed on "Exhibit A", and to provide for its proper disposal either by auction or other methods pursuant to the city's ordinances; and for other purposes.

**BACKGROUND AND SUMMARY:** A 42 foot by 53 foot, steel-framed structure with metal siding, a metal roof and a brick façade that presently is situated upon the parcel located at 1141 Main Street, Forest Park, Georgia 30296. Approximately 100 cubic yards of fill material consisting of broken concrete, asphalt, various sizes of rock, etc.

9. Consider a Resolution authorizing the Mayor, on behalf of the City of Forest Park, Georgia, to enter in an agreement with GEORGIA TAX AND REGULATORY SOLUTIONS, LLC ("GTRS") for various telecommunication related services.

**BACKGROUND AND SUMMARY:** The proposed agreement authorizes the use of an independent consultant to review the city's telecommunication ordinances for compliance with applicable laws, perform audits of communication facilities and other telecommunication related services.

#### VIII. Legal Matters

#### IX. Comments by Governing Body

#### X. Adjournment

## MINUTES

### WORK SESSION OF MAYOR AND COUNCIL OF JANUARY 17, 2017

Call to Order: The Work Session of Mayor and Council of January 17, 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 Planning, Building and Zoning; Angela Redding, Management Analyst; Jeff Eady, Director Public Works; Deputy Chief Matt Jackson, Fire; Elaine Corley, Director Recreation & Leisure Services; Sharon Smith, Deputy Director Recreation & Leisure Services; Chief Eddie Buckholts, Fire; Christine Terrell, Director Support Services; and City Attorney Winston Denmark.

Agenda Items: *Approval of signage for Councilman Smith Ward 1 - Most Beautiful Yard program.* Councilman Smith stated that we are trying to keep Ward 1 beautiful by picking out a resident quarterly who maintains their yard well. A sign will be placed in their yard saying they are the winner of the Keep Ward 1 Beautiful Program.

*Resolution to set and publish qualification fees for the 2017 General Election for the Office of Mayor and Council Wards 1 and 2.*

*Report of Audit Results for June 30, 2016 – Mauldin & Jenkins, CPA's.*

*Resolution by the City Council of the City of Forest Park authorizing the Mayor to execute a contract with Lefko Development, Inc., DBA Lefko Construction for renovation of the P B & Z Office.* Ms. Bagley asked if these funds would be coming from SPLOST funds? Mr. Wiggins stated that yes this is on the Master List of all SPLOST projects.



*Ordinance by the governing body of the City of Forest Park, Georgia, amending the budget for the 2015 SPLOST Capital Project Fund for the Fiscal Year 2016-2017.* Mr. Wiggins stated that this is a simple revision to the initial SPLOST budget approved November of last year. The changes include a roof repair to PB&Z Department and this project was inadvertently left off that budget.

*Ordinance authorizing the acceptance by the City of Forest Park, Georgia, of title to a donated tract of real property.*

Councilwoman Bagley made a motion to enter into Executive Session to discuss the real estate matter. Seconded by Councilman Smith. Voting was unanimous.

Councilman Smith made a motion to enter back into Work Session. Seconded by Councilman Mears. Voting was unanimous.

*Consider honorary naming of the Main Street Community Center located at 696 Main Street.* Councilwoman Wells stated it had been considered to name a street after a community leader, Mr. Leonard Hartsfield, Sr., but naming a street takes a lot so since we have a community center and he did a lot in our community, we should contribute something. Councilwoman Wells suggested naming 696 Main Street after Mr. Hartsfield. Mayor Lockhart stated that he wasn't sure that 696 Main Street is the right way to memorialize his services. Mayor Lockhart stated that he didn't know the right particular location but Mr. Hartsfield is well worth memorializing.

Legal  
Matters:

None

City Manager  
Report:  
890 Conley Rd.

Mr. Wiggins stated that the vacant and dilapidated Old Briarwood Forest Apartments located at 890 Conley Road will have legal notices posted on the property and a special lien placed against the property to address the nuisance conditions within the next 60 days. All the work and the cost associated with hiring our attorneys to act as a special prosecutor to get this issue addressed, we hope to recover the funds through sale of the property.

4666 Jonesboro Rd:	Mr. Wiggins stated that 4666 Jonesboro Road is the old coin operated laundromat which has been in a state of disrepair and may also be a collapse hazard at this point. The property was sold last week and as soon as we are able to locate the owner, we will be able to begin the abatement process if the owner doesn't come into immediate compliance.
FPHS PTSA:	Mr. Wiggins stated that the Forest Park High School PTSA is asking for gently used suits and dresses for their upcoming prom. They also have shirts for \$10. The membership to the Forest Park PTSA is \$10. Please support the PTSA. Mr. Wiggins stated that we will have membership forms at the next council meeting.
Drought Restrictions:	Mr. Wiggins stated that we are still in a Level 2 drought restriction. The water restrictions are still in place and we don't have a foreseeable time where the restrictions will be lifted. Please remain in compliance with the water restrictions.
Capstone Project:	<p>Mr. Wiggins stated that the Andrew Young School of Policy through GA State University has awarded the City of Forest Park a grant to help us with studies in our Main Street Market Analysis for the use of properties on the Main Street corridor. A select few organizations receive this award.</p> <p>Mr. Jones stated a more detailed explanation of the project.</p>
Parks Master Plan:	Mr. Wiggins stated that this is Starr Park, an 18 acre park that we are looking to revitalize. We went through an open bid process. Staff has a recommendation for a firm for us to choose, and we will submit that recommendation during the next Mayor & Council meeting to Mayor & Council.
City Hall Renovation:	Mr. Wiggins stated that during the month of March to replace the HVAC system and to do a few repairs to our bathroom primarily to bring them into compliance with the Americans with Disabilities Act.
GRM HOF:	Mr. Wiggins stated that they are indeed coming to the City of Forest Park. Target date is April 1, 2017.
MARTA:	Mr. Wiggins stated that MARTA will hold a series of public hearings for proposed changes to bus services. The only meeting that will be held in Clayton County will be at the

Clayton County Commission Chambers, Tuesday, January 24, 2017, @ 7pm. There is a proposed change to Route 195 which is Forest Parkway.

Mr. Wiggins stated that MARTA will also host a high capacity transit initiative meeting at our Main St. Community Center. The meeting will be about future expansions involving MARTA, one being rail and larger buses and transit hubs. More information will be forwarded as we receive it.

Main St. Mural: Mr. Wiggins stated that the building adjacent to the fountain has a rectangular box painted on the side of the wall. Our artist has begun the painting of the mural.

Fallview Rd.  
Expansion: Mr. Wiggins stated that this is a project that will take place in Ward 5. This is an extension of a road that abuts the common jurisdictional boundary line of the City of Forest Park and unincorporated Clayton County.

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

## MINUTES

### REGULAR MEETING OF MAYOR AND COUNCIL OF JANUARY 17, 2017

Call to Order: The Regular Meeting of Mayor and Council of January 17, 2017, called to order by Mayor David Lockhart at 7:00 p.m.

Invocation: The invocation was given by Minister Shemena Connely 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; Jonathan Jones, Director Planning, Building and Zoning; Angela Redding, Management Analyst; Jeff Eady, Director Public Works; Deputy Chief Matt Jackson, Fire; Elaine Corley, Director Recreation & Leisure Services; Sharon Smith, Deputy Director Recreation & Leisure Services; Chief Eddie Buckholts, Fire; Christine Terrell, Director Support Services; and City Attorney Winston Denmark.

Comment Period: Mr. Carl Evans, 4726 Burks Rd., addressed the building renovations at PB&Z. Mr. Evans stated that the building that the mural is going on is already peeling. Mr. Evans suggested a more highly visible memorial for Mr. Hartsfield, Sr.

Ms. LaWanda Fulami, 1080 Lloyd Drive, addressed a concern of naming the Parks & Recreation after Ms. Corley. Ms. Fulami addressed a concern of placing Mr. Hartsfield, Jr.'s name in the city.

Ms. Marcella Leavy, 404 Cynthia Lane, addressed a concern about the City of Forest Park being in one accord. Ms. Leavy addressed a concern about renaming community buildings.

Approval of Minutes: Councilman Smith made a motion to approve the Regular and Work Session Meeting Minutes of January 3, 2017, together. Councilwoman Wells seconded the motion. Voting for the motion was unanimous.

Swearing in: Judge Ronald J. Freeman, Sr.

Presentation: Mrs. Edith Yongue – 2016 Servant Leadership Award  
Leadership  
Award

Approval: Councilman Smith made a motion to amend the agenda to  
Signage read Wards 1, 2, 3, and 5. Seconded by Councilwoman  
Bagley. Voting was unanimous.

Councilman Smith made a motion to approve the  
construction of Most Beautiful Yard signs for Wards 1, 2, 3,  
and 5. Seconded by Councilwoman Wells. Voting was  
unanimous.

Resolution: Councilman Smith made a motion to adopt the Resolution  
2017 to set and publish qualification fees for the 2017 General  
Qualification Election for the Mayor and Council Wards 1 and 2.  
Fees Councilwoman Bagley seconded the motion.

Councilwoman Wells made a motion to amend the pending  
motion. Seconded by Councilwoman Bagley.

Mayor Lockhart stated that now on the motion before us is  
to approve it with that change. Voting was unanimous.

Audit Results: Mr. Tim Lyons reported the results of the audit.

Resolution: Councilman Mears made a motion to adopt the Resolution.  
Lefko Develop- Seconded by Councilman Smith. Voting was unanimous.  
ment/PB&Z

Ordinance: Councilwoman Wells made a motion to adopt the Resolution.  
Budget Amend- Seconded by Councilman Smith. Voting was unanimous.  
ment 2015  
SPLOST

Ordinance: Councilman Smith made a motion to adopt the Ordinance.  
Donated Real Councilwoman Wells seconded the motion. Voting was  
Property unanimous.

Honorary Councilwoman Bagley made a motion to name the Main St.  
Naming: Community Center the Frank Woodward Brandon, III, Community  
Main St. Center. Councilman Mears seconded the motion. Mayor Lockhart  
Community Bldg. discussed the accomplishments of Mr. Brandon. Councilmembers  
in favor were Bagley, Mears, and Smith. Opposed were Council-  
members Antoine and Wells. Motion carried.

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**

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

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF FOREST PARK, GEORGIA, TO EXECUTE A CONTRACT AGREEMENT WITH LORD, AECK SARGENT, INC.. FOR URBAN DESIGN, PLANNING AND LANDSCAPE ARCHITECTURE CONSULTING SERVICES.

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

**WHEREAS**, the governing body desires to contract with an independent company to provide urban design, planning, and landscape architecture consulting services regarding Starr Park and the surrounding areas; and

**WHEREAS**, the governing body finds that it is in the best interest of the City to contact with the firm of Lord, Aeck, Sargent, Inc. for the aforementioned services and to promote the general welfare of the City; and

**WHEREAS**, attached hereto as Exhibit "A" is a copy of the proposed Agreement between the City and Lord, Aeck, Sargent, Inc.; and

**WHEREAS**, the governing body desires to authorize the Mayor to take such necessary acts, including the Mayor's execution of the proposed Agreement with Lord, Aeck, Sargent, Inc., to provide for the aforementioned consulting services.



**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 as Exhibit "A" and that the Mayor of the City of Forest Park shall have the authority to execute 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**

[See attached]

## URBAN DESIGN, PLANNING AND LANDSCAPE ARCHITECTURE CONSULTING SERVICES AGREEMENT

This **CONSULTING SERVICES AGREEMENT** is made and entered into as of this \_\_\_\_<sup>th</sup> day of January, 2017, by and between the City of Forest Park, a municipality in the State of Georgia ("Client") and Lord, Aeck Sargent, Inc. a corporation in the State of Georgia ("Consultant").

### **WITNESSETH**

WHEREAS, the Client owns and operates approximately 100 acres of parks and open space within the City of Forest Park including a central, signature park, Starr Park;

WHEREAS, the Client has dedicated resources to improve Starr Park and therefore seeks to assess the park facilities, function, amenities and layout in order to determine a phased approach to revitalization;

WHEREAS, the Client seeks to explore the impacts of improving Starr Park in the surrounding Starr Park neighborhood including land use, economic development, infill housing and connectivity;

WHEREAS, the Client seeks to consider the impacts and potential connections of a regional trails system being considered by the Aerotropolis Atlanta Community Improvement Districts;

WHEREAS, the Client wishes to engage the services of an urban design, planning and landscape architecture Consultant to create a consolidated neighborhood, recreation and open space plan;

WHEREAS, the Consultant possesses experience in the fields of community planning, architecture, landscape architecture, parks and recreation facilities;

WHEREAS, the Consultant possesses certain knowledge, skills, ability and experience to perform these functions and services.

NOW, THEREFORE, for and in consideration of the foregoing premises and agreements set forth herein, the parties hereto agree as follows:



## 1. SERVICES TO BE PROVIDED

The services to be provided for this project are described in "Exhibit A - Scope of Services." (see attachments)

## 2. ADDITIONAL SERVICES

Professional services or expenses that are above and beyond the scope of services in Exhibit "A" may be contracted under separate agreement or as an amendment to this Agreement with the written consent of all the parties hereto at an hourly rate as established in Exhibit "D" (see attached) or through a mutually agreed upon lump-sum fee. Consultant agrees to provide a written proposal, complete with an estimation of additional costs, for any additional services prior to proceeding with additional services and will not be entitled to compensation for said services without the express written approval of the Client.

## 3. PAYMENT FOR SERVICES

In exchange for services provided under this Agreement, the Client agrees to pay the Consultant a lump sum fee of **One Hundred and Fifty Thousand Dollars (\$150,000)**. This fee includes all necessary, reasonable and customary costs directly attributable to specifically conducting the scope of work in Exhibit "A" – Scope of Services such as direct labor, overhead, travel, lodging, meals, mileage, parking, deliveries, postage, materials, reproductions, color graphics, large-format printing or any customary outside vendor expenses. The Consultant shall invoice the Client on a monthly basis for a pro-rated percentage of work complete. Invoices are due upon receipt. A finance charge of 1% over prime shall be applied to amounts due after 30 days from the billing date.

## 4. TERM

Services under this Agreement will be performed during the period of the first (1st) day of February, 2017 through the thirtieth (30th) day of November, 2017 unless sooner terminated by the completion of the applicable scope of work or by either party as provided as provided herein. The contract term may be extended by either party with the written agreement of the other party. An agreement by the parties to extend the contract term in order to complete the scope of work contained in Exhibit "A" shall not obligate the Client to any additional payments to be made to Consultant unless specifically agreed to in writing by both parties.

## 5. TERMINATION

Either party shall have the right to terminate this Agreement upon fifteen (15) days written notice. If the Agreement is terminated by the Client, Consultant shall be entitled to be paid on a time and materials basis for satisfactory work completed up to the date of termination.

## 6. OWNERSHIP OF DOCUMENTS

All documents, reports or other written materials of any kind prepared by Consultant in connection with this Agreement ("the Documents") shall become the sole property of the Client and Client shall have the right to use and duplicate such Documents, as the Client deems appropriate and in the Client's sole discretion in connection with this and any other project of the Client. Consultant shall retain the intellectual property rights of the content of the Documents along with the right to reuse information contained therein in the normal course of Consultant's professional activities (except under limitations in Section 7 Confidentiality). Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

## 7. CONFIDENTIALITY

In the course of performing the Scope of Work in this Agreement, the Consultant may gain access to security-sensitive and other sensitive information of the Client. The Consultant agrees to hold all Client data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need





to know such information. The Consultant shall seek the Client's prior consent before using for any purpose other than the fulfillment of the Consultant's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any outside parties. The Consultant shall employ such practices and take such actions to protect the Client's information from unauthorized use or disclosure and the Consultant shall use reasonable efforts to protect the Client's information. Client and Consultant both agree that some materials may be subject to local open records acts and laws and Consultant agrees to adhere to applicable State and Local laws and regulations regarding the dissemination of public information. Materials utilized by the Consultant for the purposes of marketing this project, as an example of Consultants work and experience, shall require prior approval by the Client unless said materials have already been shared within a public forum without rescinding. This Confidentiality Clause shall become a requirement of all subconsultants to this contract and shall survive the expiration or earlier termination of the Agreement. This section shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to defend itself from any suit or claim.

## **8. INDEMNITY**

- a. Contractor shall defend, hold harmless and indemnify the Client, its affiliates, shareholders, officers, and employees against any and all liabilities, claims, damages, costs, judgments, and expenses, including attorney fees, sought, or asserted against the Client, its affiliates, shareholders, officers, and employees of the Client arising out of the services performed by Contractor if such liabilities, claims, damages, costs, judgments, or expenses are based or alleged to be based, in whole or in part, upon any actions by Contractor, its officers, employees or contractors.
- b. Contractor shall defend, hold harmless and indemnify the Client, its affiliates, shareholders, officers, and employees against any and all liabilities, claims, damages, costs, judgments, and expenses, including attorney fees, sought, or asserted against the Client, its affiliates, shareholders, officers, and employees of the Client arising out of any personal injuries sustained by the employees or contractors of Contractor on the premises of the Client's vehicles or real property.
- c. Contractor employees or subcontractors hired to perform the services described and detailed in this agreement shall not be considered employees of the Client for purposes of any workers compensation insurance or benefits.

## **8. MISCELLANEOUS PROVISIONS**

- a. **Assignment.** Neither party hereto shall assign its rights, duties nor obligations under this Agreement without the prior written consent of the other party. In the event that written consent to assignment is obtained by either party, this Agreement shall be assignable and shall insure to the benefit of, be enforceable by, and bind the parties hereto, their respective successors, assigns, and personal representatives.
- b. **Severability.** It is the intention of the parties that the invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any other provision.
- c. **Sufferance and Non-Waiver.** No term, covenant or condition of this Agreement can be waived except by written consent of the party against whom such waiver is asserted. Forbearance or indulgence by a party in any regard whatsoever shall not constitute a waiver of the term, covenant or condition, the other party



shall be entitled to invoke any remedy available under this Agreement or bylaw or in equity despite said forbearance or indulgence.

- d. **Applicable Law.** This Agreement shall be governed and construed for all purposes under and in accordance with the laws of the State of Georgia.
- e. **Entire Agreement; Amendments.** This Agreement – along with Exhibits A, B, C and D - constitutes the entire agreement between the parties hereto, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.
- f. **Interpretation.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court of other governmental or judicial authority by any reason of such party having or being deemed to have drafted, structured, dictated or required such provision.
- g. **Independent Contractor.** It is agreed that Consultant's services are made available to the Client on the basis that Consultant will retain its independent professional status and that Consultant's relationship with the Client is that of an independent contractor and not that of an employee. Consultant shall be solely responsible for the payment of compensation to its employees and subconsultants earned in connection with the subject matter of this Agreement and for the payment of all necessary Local, State and Federal taxes including withholding taxes.
- h. **Standard of Care.** The Consultant's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Consultant makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.
- i. **Information Reliance.** Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.
- j. **Certifications.** Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.
- k. **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.
- l. **Consequential Damages.** The Client shall not be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.





IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF FOREST PARK  
745 Forest Parkway  
Forest Park, GA 30297

LORD, AECK & SARGENT, INC.  
1175 Peachtree Street  
Suite #2400  
Atlanta, GA 30361

\_\_\_\_\_  
(SIGNATURE) (DATE)

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(TITLE)



December 22, 2016

\_\_\_\_\_  
(SIGNATURE) (DATE)

Robert J. Begle

\_\_\_\_\_  
(PRINTED NAME)

Principal

\_\_\_\_\_  
(TITLE)



## EXHIBIT “A” – SCOPE OF SERVICES

### *“Parks build Community”*

The City of Forest Park is strategically located within the metro Atlanta region sitting at the convergence of several economic generators including I-75/675, Gillem Logistics Center, Atlanta State Farmers Market and Hartsfield-Jackson Atlanta International Airport. As such, the City is well positioned to take advantage of the regional economy and has therefore become a “community of choice.”

But more than just a regional economic hub, what truly distinguishes the City has been its attention to creating a high quality of life for its citizens. From improving Main Street to improving the Forest Park Recreation Center, the City has invested in major physical assets. From the Autumn in the Park Festival to Rhythm and Moves, the City has invested in the concept of leisure. From the Forest Park Teen Council to various wellness programs, the City has invested in the enrichment of its people. All of these investments demonstrate a commitment to making Forest Park a wonderful community.

This Master Planning effort provides further opportunities to enhance the City's already robust quality of life by thinking comprehensively about the City's primary park, a key intown neighborhood and how these assets fit within the broader Aerotropolis network of trails and economic development. Our planning team will work closely with City staff, key stakeholders and the citizens of Forest Park to answer several fundamental questions:

- What is the future of Starr Park and the neighborhood around it? Rather than a park and a neighborhood, can this area become a more holistic district?
- What types of housing are needed, appropriate and compatible in the Starr Park area?
- How can the City continue to provide adequate and diverse public space and recreation opportunities for a growing population?
- Which existing Starr Park facilities be repurposed to meet contemporary and future needs?
- Can the City develop a comprehensive trails system to connect existing and future open spaces with residential areas and to the Aerotropolis region as a whole?
- What are the needs and priorities of City residents and how can they be matched with available and potential funding, and phased over time?

In order to effectively and efficiently plan for the variety of tasks required, we are proposing three overall phases of work as follows (see schedule diagram below):



## **Phase 1: Exploration + Needs Assessment (+/-4 months)**

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This phase of work will focus on quickly understanding and documenting the existing conditions, facilities, demographics, needs, and priorities at all three scales of the project. Specific tasks include:

### **Park Scale:**

- ☐ Inventory of Starr Park and Recreation Center Features – Tour and inventory existing amenities, hardscape, softscape, parking, topography/hydrology, mature trees, recreation features, walkability, etc.
- ☐ Assess Deficiencies – Identify and document existing accessibility issues, obsolescence, lack of vegetation, underutilization, etc.
- ☐ Usage Patterns – Assess existing usage patterns and forecast usage patterns of Starr Park through 2025

### **Neighborhood Scale:**

- ☐ Inventory of Starr Park Neighborhood Features – Tour and inventory existing physical features including land use, open spaces, building occupancy/condition, walkability, topography/natural features, issues affecting public safety, etc.
- ☐ Susceptibility to Change – Inventory and document areas that may be opportunities for new infill housing, commercial or mixed-use development.
- ☐ Review and assess existing Zoning and regulatory framework
- ☐ Household Growth Projections – Review and assess projections through 2025 including number, size, and age (to the extent readily available)
- ☐ Existing Housing Stock Assessment – Identify and document Design character, features, prevailing setback, prevailing lot sizes, tenure, etc.

### **City/Region Scale:**

- ☐ Review existing planning initiatives – City of Forest Park Comprehensive Plan 2005-2025, Tri-Cities Urban Redevelopment Plan 2015, Main Street Master Plan and Design Guidelines 2008, Fort Gillem Logistics Center Master Plan, Aerotropolis Atlanta Blueprint.
- ☐ Large Park Site Inventory and Evaluations – One-day windshield tour of parks within a five (5) mile radius from the City of Forest Park that provide diamond and rectangle fields. Confirm the number and type of rectangle and diamond fields in the parks, photograph and document the quality of the fields.
- ☐ Area-Wide Base Map – Develop a GIS-based area-wide parks base map that will focus on identifying parks within a five (5) mile radius from the City of Forest Park that provide diamond and rectangle fields. It is envisioned that this map will include football, soccer, baseball, and softball facilities from neighboring municipalities, Clayton County, the Clayton County School District, and Clayton State University.
- ☐ Demographics Analysis – Complete a demographic analysis that will analyze and compare Population, Population Growth, Population by Age, Density, Ethnicity, Income, and Housing for the City, region, and state. Understand and document demographic implications associated with existing and future recreational facilities, program needs, operations, and maintenance.
- ☐ SWOT Analysis – Develop a SWOT analysis highlighting existing Strengths, Weaknesses, Opportunities and Threats faced by the City.
- ☐ Develop Service Classification – Based on the large-park site inventory and evaluation, complete an Access and Facilities Level of Service Analysis for football fields, soccer fields, baseball fields and softball fields.





- ☐ Market Segmentation Recreation Trends – Analysis of the future potential populations expected to live in the study area as well as those populations targeted by the City to move into the study area. Determine potential future recreation preferences and trends.

#### **Phase 1 Public Engagement (see Exhibit B for full description):**

- +/- 16 Stakeholder Interviews (one-day)
- Advisory Group Meetings (2)
- Public Workshops (2)
- Special Event (1)
- On-Line surveys (2)
- Project Website – Ongoing (content by Consulting Team, hosted and managed by City)
- City Council Briefing (1)

#### **Phase 1 Deliverables:**

- Summary Report/Presentation of Existing Conditions, Needs and Priorities
- Meeting Summaries

#### **Phase 2: Design + Visioning (+/-2 months)**

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This phase of work will focus on utilizing community input and the data obtained in Phase 1 to explore specific planning and design and program options at the scale of the park and the neighborhood. Specific tasks include:

##### **Park Scale:**

- ☐ Park Program – Develop programmatic list of features, elements and programs based on Phase 1 needs assessment and community input.
- ☐ Park Revitalization Strategy – Identify which park elements will be potentially re-used, renovated, reconfigured or replaced.
- ☐ Park Mobility Strategy – Identify accessibility, circulation and parking improvements.
- ☐ Recreation Center Enhancements & Program – Identify potential enhancements to Recreation Center facility and event programming.
- ☐ Phasing Plan – Outline draft phasing of park improvements.
- ☐ Park Design Elements – Illustrate all park improvement elements in a highly visual and engaging format including: Illustrative Site Plan diagrams (2-4 options), multiple character/3D renderings of proposed features, photo simulations of improvements (eg. “before” and “after” imagery), sample photographs from other locations (eg. “inspirations”).

##### **Neighborhood Scale:**

- ☐ Infill Housing Options – Identify options for new housing development including location, type, tenure, etc.
- ☐ Infill Housing Design Guidelines – Develop Preliminary Housing Development Guidelines including architecture, setback, key features, landscape/yards and streetscape.
- ☐ Connectivity Strategies – Propose ideas for connective greenway system between neighborhood and Starr Park
- ☐ Open Space Strategies – Propose ideas for neighborhood open space enhancements including expansions to Starr Park if/where appropriate.



- ☐ Public Safety Strategies – Identify potential public safety enhancements.

### **Phase 2 Public Engagement (see Exhibit B for full description):**

- Advisory Group Meeting (1)
- Public Workshops (2)
- Project Website – Ongoing (content by Consulting Team, hosted and managed by City)
- City Council Briefing (1)

### **Phase 2 Deliverables:**

- Starr Park Design Concepts & Draft Phasing
- Neighborhood Infill Development Framework & Development Guidelines
- Meeting Summaries

### **Phase 3: Implementation Plan (+/-2months)**

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This phase of work will focus on building final consensus with the public and key stakeholders for all plan recommendations along with outlining detailed phasing and implementation methodologies. Specific tasks include:

- ☐ Starr Park Budget and Phasing Plan – Create detailed budget for individual park improvements projects including timing and phasing
- ☐ Funding Plan – Work with Advisory Group and service providers to identify opportunities for long term funding. Establish Capital Improvements Plan (10-year range) and funding sources (bonds, public/private partnerships, fundraising, development code fees, usage fees, taxes, etc)
- ☐ Starr Park Staffing and Programming – Provide staffing, programming, operations and maintenance strategies
- ☐ Starr Park Neighborhood Implementation – Recommend zoning amendments or overlay district ordinance for neighborhood study area. Recommend potential funding sources and economic incubation strategies (public, public/private partnerships, TAD, etc.)
- ☐ Prepare Draft planning and design documents for final review among stakeholders
- ☐ Prepare Final planning and design documents based on final feedback

### **Phase 3 Public Engagement (see Exhibit B for full description):**

- Advisory Group Meeting (1)
- Project Website – Ongoing (content by Consulting Team, hosted and managed by City)
- City Council Briefing & Final Public Presentation/Open House (1)

### **Phase 3 Deliverables:**

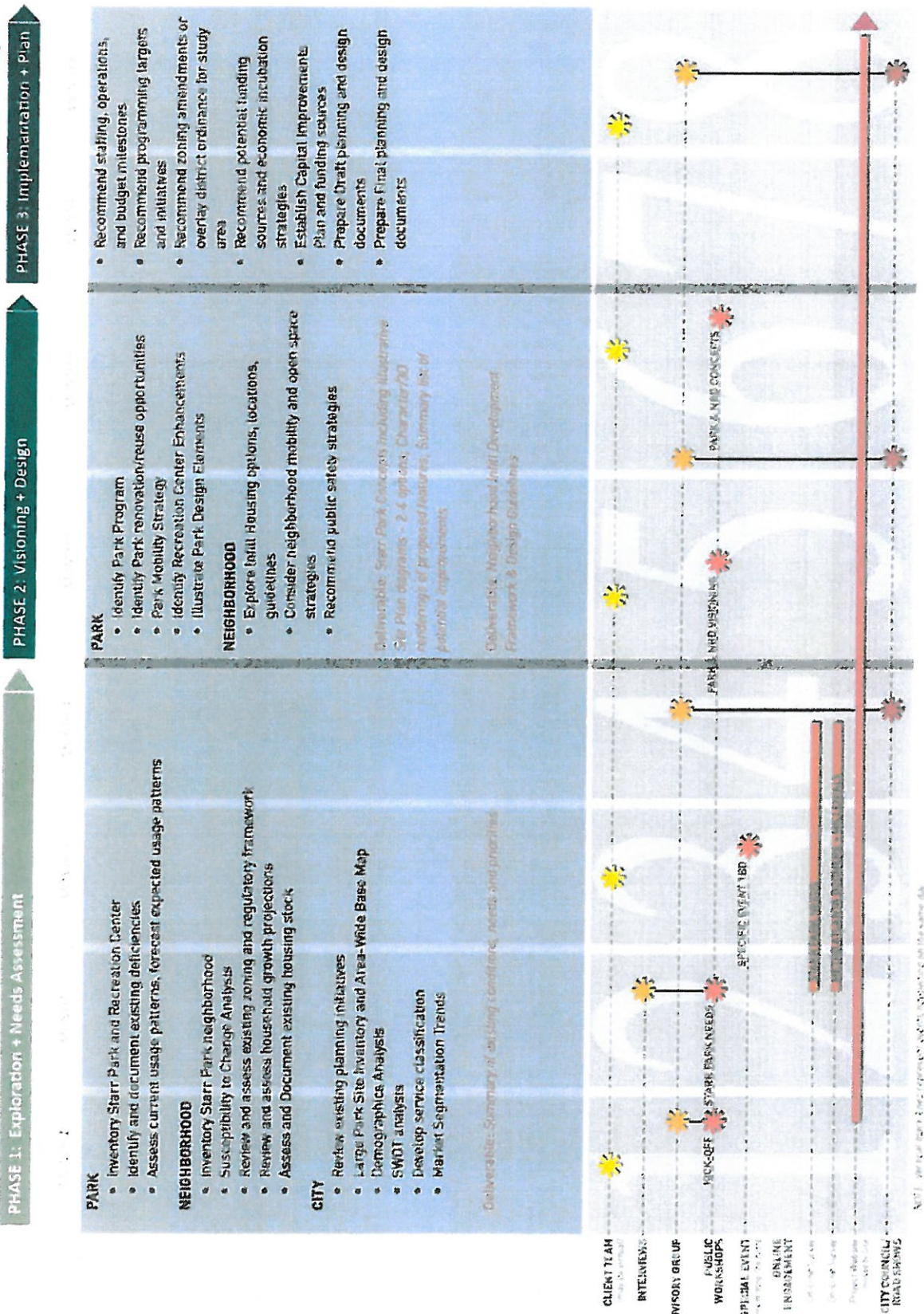
- Starr Park & Neighborhood Master Plan (including drafts for review)



## PLANNING PROCESS: Schedule

Revised 12.22.16

LORD  
AECK  
SARGEN





## EXHIBIT “B” – MANAGEMENT & PUBLIC INVOLVEMENT PLAN

Fundamental to the success of this process will be a robust, interactive stakeholder involvement process. Our team believes that stakeholder input is not a stand-alone task. Rather it is a critical, common thread that ties all planning and design tasks together. Lord Aeck Sargent has conducted hundreds of fun, interactive and meaningful community outreach forums. We believe in five fundamental outreach principles:

1. Involve a diversity of stakeholders...all ages, backgrounds and constituencies
2. Utilize a wide variety of tools. Not all people will want to provide input the same way
3. Use both open and closed forums for discussions. Respect sensitive information
4. Understand & respect varying stakeholder agendas. Talk to both supporters and detractors
5. Don't waste people's time. Have fun!

There is no one magical way to reach all stakeholders. Rather, in order to reach the widest variety of stakeholders we propose several different input methods as follows:

### **Client Project Manager:**

In order to keep the project moving smoothly and efficiently, we suggest having one central point of contact from the City. This PM will help keep our team pointed in the right direction, help us identify existing data sources, help with logistics and scheduling and provide an overall City champion for the effort. The Consultant PM and the Client PM will have regular check-ins to review progress, scope and deliverables and ensure that the project is staying on schedule.

### **Client Team:**

The Client Team is a small internal working group comprised of 3-5 individuals. This group will generally consist of the Client PM and a few other key City staffers or elected officials at your discretion. The Client Team will meet approximately every other month (4-5 times) over the course of the plan:

- 1) Define project expectations, confirm schedule and scope (at project outset)
- 2) Review existing conditions and data analysis, review public kickoff workshop results
- 3) Review results from needs workshops and on-line surveys
- 4) Review results from visioning workshop
- 5) Review design and planning concepts, review implementation priorities

In order to maintain efficiency and cost effectiveness, the Client Team may meet virtually via conference call and screen sharing.

### **Stakeholder / Focus Group Interviews:**

Interviewing local stakeholders and organizations one-on-one is a critical component in understanding the local climate and needs. Our staff – along with the Client PM – will conduct approximately 16 interviews (participants as selected by the City) to get an understanding of the key issues affecting the project. We will work with you to define the individuals and organizations but they could include: City department heads, facility staff, area service providers, neighborhood groups, elected officials, specific parks and rec user groups, etc. Interviews will be conducted back to back over the course of a single day (two parallel tracks) in a centralized location within Forest Park in an “office hours” format in which participants sign up for available slots.

### **Advisory Group:**

A project Advisory Group is an excellent way to provide general oversight to our planning and design team. In particular, they will act as a “sounding board” to review concepts, connect us with data sources, and provide insight



into their constituents' desires. They also will serve as messengers back out the community to raise awareness of the process, solicit input from their respective groups. In this regard, it will be important to create an Advisory Group that represents all parts of the community. The Advisory Group will meet 4 times over the course of the plan – each time paired with an evening meeting for efficiency (i.e., a workshop or City Council meeting – see diagram):

- 1) Refine project expectations, provide preliminary feedback on big picture issues, review existing conditions and data analyses, potential panel discussion by metro Atlanta experts (see below).
- 2) Review findings from the Needs + Priorities Workshop
- 3) Review the results of the visioning workshop and preview draft Starr Park and Neighborhood concepts
- 4) Review final Starr Park and Neighborhood concepts along with Implementation recommendations

#### **Public Workshops:**

For this effort, we envision four interactive Public Workshops. All will be widely advertised and open to the general public. In order to maximize participation and make them easy and fun, they will generally be set up “open house” style (e.g., rather than talking head presentations). This has several benefits including: allowing folks to arrive any time during a given window to make it as easy as possible to attend, minimizing the time spent in the workshop so that folks can provide input at their own pace, and creating non-confrontational forums in which users can interact one-on-one with planning and design professionals and City staff. Each workshop will include “planning stations” in which participants are asked to do various exercises at their own pace. Exercises will vary by workshop but can include a wide number of customized methodologies including dot exercises, comment cards, geo-referenced sticky note commenting, prioritization exercises, review of data/assessments, picture/character ranking, or simply one on one discussions. Exercises will focus on ideas for both Starr Park and the Starr Park Neighborhood. The workshop formats and content will be refined with the Client Team but will generally unfold as follows:

- 1) Kick-Off: Overall project goals and potential. potential panel discussion by metro Atlanta experts (see below).
- 2) Needs: What are assets and what is working well in the park and the neighborhood? What are the specific recreational, cultural and social needs for the park? What are the desires and opportunities for infill housing in the neighborhood?
- 3) Park & Neighborhood Visioning: Brainstorming a program and layout for Starr Park. Identifying infill housing types, locations and design strategies. Exploring connectivity strategies within the Starr Park Neighborhood and within the broader Aerotropolis framework.
- 4) Park & Neighborhood Concepts: Review of consultant generated Design and Planning Options and facilitated prioritization exercises (e.g., which elements of the master plan are most critical to build first).

#### **Metro Atlanta Panel of Experts:**

In order to provide some outside perspective, we envision gathering a small volunteer panel of people from across metro Atlanta that can share best practices and lessons learned from similar completed initiatives. This group could be used at either the initial Advisory Group meeting or the Public Kick-Off workshop (depending on meeting format and desired audience).

#### **Project Website:**

While public workshops are still a valuable tool in soliciting public input, we increasingly find that on-line methods of engagement reach a far greater number of people and have more significant impact. With this in mind, a project website will be an important public engagement tool. The Consulting Team will provide planning content, maps, survey links, schedule updates, data summaries, etc. to the City in order to populate a project website. Depending on



the City's webhosting capabilities and desires, the project can be a tab on the existing City website or can be on a stand-alone platform. Regardless of format, the site should link to various forms of social media including Twitter, Facebook, etc. The project website will be in continuous operation throughout the project (and beyond).

#### **On-Line Surveys:**

On-line surveys can be a strong tool for parks and recreation professionals to identify what the facility and recreational, social, and cultural needs, desires, and more importantly, priorities are for the community. During the Exploration Phase of the project, our project team will work collaboratively with staff to create a draft survey questionnaire related to the needs of Starr Park and the Starr Park Neighborhood. The survey will determine public interests, desires, expectations, and priorities for the future including the public's willingness to fund expanded programs and services.

In addition to a survey targeted to the Starr Park area, we believe there could be value in exploring outside opinions on the future of parks and recreation generically, particularly Millennials and Baby Boomers. This survey could be disseminated in coordination with the Atlanta Regional Commission's on-going efforts through the ARC Millennial Advisory Committee and others.

#### **Leverage Existing Forums:**

In order to target input from directly impacted users, we suggest creating virtual or physical links to your existing numerous programs and events. This can be as simple as handing out cards with links to the on-line survey to folks that are participating in your current programs and events. Depending on available funding and resources, it can also include having a City or volunteer staff proactively conduct tablet-based surveys of park users, folks entering the Recreation Center, etc. We also suggest targeting an existing winter or spring event at Starr Park (or the Recreation Center) in which the consultant team sets up a booth/table to solicit input from the general public. This can be particularly useful at reaching audiences that might not otherwise attend workshops.

#### **City Presentations**

At key points in the planning process, the consulting team will be available to conduct up to 3 briefings for City or specific "road show" presentations to key stakeholder groups of your choosing. This helps build consensus for plan recommendations.



## EXHIBIT “C” – CITY RESPONSIBILITIES

While our team of professionals is prepared to carry the load on conducting the scope of the work contained within your RFP, there are several supporting tasks that will be expected of the City as follows:

- Provide a dedicated Project Manager as a singular point of contact to guide our work throughout the life of the contract.
- Take a lead role in all meeting logistics including scheduling, reserving space, room set up, etc.
- Take a lead role in identifying the key stakeholders and organizations that need to be involved in the interviews and Advisory Group. The consultant team can provide advice on the types of groups and individuals but the City will be expected to identify the specific people.
- Take a lead role in public relations including getting the word out for public meetings, on-line surveys, etc.
- Provide all necessary support for public meetings including refreshments, security, parking as the City deems necessary.
- Provide hard copy advertisement materials and website links as needed to get the word out for public meetings.
- Provide all available data in electronic format at the outset of the planning process including City, County and regional sources.
- Provide webhosting, formatting and moderation services for a Project Website (or tab on existing City's website).
- Provide on-site access to public facilities for consultant tours and documentation (does not have to be open-ended and can be accompanied by City staff as desired).



## EXHIBIT "D" – 2017 STANDARD HOURLY RATES

Principals	\$230 / hour
Senior Project Managers, Senior Discipline Specialists	\$170 / hour
Senior Landscape Architects, Senior Planners	\$150 / hour
Project Managers, Discipline Specialists	\$140 / hour
Senior Urban Designers, Landscape Architects	\$120 / hour
Urban Designers, Landscape Designers, Planners	\$100 / hour
Administration	\$90 / hour

**STATE OF GEORGIA**

**CITY OF FOREST PARK**

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

AN 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") THEREIN; 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 authority of the City of Forest Park, Georgia (hereinafter the "City") is the Mayor and Council thereof; and

**WHEREAS**, House Bill 691 was passed by the State of Georgia in 2016; and

**WHEREAS**, House Bill 691 amends Article I of Chapter 32 of Title 36 of the Official Code of Georgia; and

**WHEREAS**, Article I of said Title and Chapter regulates municipal courts, including but not limited to the appointment and removal of municipal judges; and

**WHEREAS**, prior to the passage of House Bill 691, Section 36-32-2 of said Article, Title and Chapter provided, that municipal judges served at the pleasure of the municipality's governing authority; and

**WHEREAS**, House Bill 691 amends Section 36-32-2 of said Article, Title and Chapter to provide that municipal court judges shall serve definite terms and are removable only for cause; and

**WHEREAS**, the City desires to amend its Charter by home rule ordinance; and

**WHEREAS**, a synopsis of this ordinance has been advertised once per week for three (3) weeks within sixty (60) days preceding the final adoption of this ordinance, in accordance with Section 36-35-3(b)(1) of the Official Code of Georgia; and

**WHEREAS**, a synopsis of the ordinance was advertised in the Clayton News Daily newspaper on January 25, 2017; February 1, 2017; and February 8, 2017; and

**WHEREAS**, the notice of the adoption of this ordinance provided that a copy of the proposed ordinance was available for inspection in the Office of the Forest Park City Clerk and the Office of the Clayton County Superior Court Clerk, in accordance with Section 36-35-3(b)(1) of the Official Code of Georgia, and a copy of the proposed ordinance was placed in said locations; and

**WHEREAS**, this ordinance has been considered at two (2) consecutive public meetings, no less than seven (7) and no more than sixty (60) days apart, in accordance with Section 36-35-3(b)(1) of the Official Code of Georgia; and

**WHEREAS**, this ordinance was considered at public meetings held on February 6, 2017 and February 20, 2017; and

**WHEREAS**, the amendments contained herein would benefit the health, safety, morals and welfare of the citizens of the City.

**BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FOREST PARK, GEORGIA THAT**, and by the authority thereof:

**Section One.** Section 4.11 ("Chief Judge; Associate Judge") of Article IV ("Municipal Court"), of the Charter of the City of Forest Park, Georgia is hereby amended by deleting the existing text and inserting the following text, to read and to be codified as follows:

**“Sec. 4.11. – Municipal Judges.**

- (a) The municipal court shall be presided over by a chief judge and such part-time, full-time, or acting judges as shall be provided by ordinance.
- (b) No person shall be qualified or eligible to serve as a judge on the municipal court unless he or she has met all requirements imposed by state law.
- (c) All judges shall be appointed by mayor and city council pursuant to the method of selection established by ordinance.
- (d) Compensation of the judges shall be fixed by ordinance or resolution of mayor and city council.
- (e) The appointment of any judge to the municipal court shall be of a term of no less than one year. The length of such term shall be established by ordinance, resolution, or written agreement between the judge and the mayor and city council.
- (f) Notwithstanding the duration of the term of the judge, he or she may be removed from office. Such removal shall occur as authorized by state law.
- (g) Notwithstanding the duration of the term of the judge, unless he or she is removed from office or he or she has resigned, he or she shall serve until mayor and city council appoint a successor.
- (h) Before assuming office, each judge shall take an oath, given by the mayor, that he or she will honestly and faithfully discharge the duties of his or her office to the best of his or her ability and without fear, favor, or partiality. The oath shall be entered upon the minutes of the city council journal.”

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

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

**Section Four.** (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 Five.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

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

**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**

Sec. 4.11. ~~Chief judge; associate judge~~ Municipal Judges.

- (a) The municipal court shall be presided over by a chief judge and such part-time, full-time, or ~~stand-by~~acting judges as shall be provided by ordinance. ~~The method of selection and terms of such judges shall be provided by ordinance.~~
- (b) No person shall be qualified or eligible to serve as a judge on the municipal court ~~unless he shall have attained the age of 21 years, shall be a member of the State Bar of Georgia, and shall have had at least one (1) year's experience as a practicing attorney in the state. All judges shall be appointed by the city council, until he or she has met all requirements imposed by state law.~~
- ~~(c)~~(c) All judges shall be appointed by mayor and city council pursuant to the method of selection established by ordinance.
- (d) Compensation of the judges shall be fixed by ordinance.
- ~~(d)~~ Judges may be removed for cause by a vote of three members or resolution of ~~the~~mayor and city council.
- (e) ~~Senior judges of the municipal court of the City of Forest Park~~The appointment of any judge to the municipal court shall be of a term of no less than one year. The length of such term shall be established by ordinance, resolution, or written agreement between the judge and the mayor and city council.
  - ~~(1) There is hereby created the office of senior judge of the municipal court of Forest Park, and any chief judge of the municipal court of Forest Park who retires as a vested employee pursuant to the provisions of the city's retirement plan shall be a senior judge of the municipal court of Forest Park, effective on the effective date of his retirement.~~
  - ~~(2) Senior judges may be called upon to serve as judges of the municipal court of Forest Park when the regular judge for some reason is unable to serve. Any such senior judge may be subject to designation and assignment, with his consent, either as additional or substitute judge. Such judge shall have all the power and authority when so designated or assigned as a municipal court judge of the City of Forest Park. Such senior judges shall be compensated in addition to retirement pay in the amount paid to judges pro hac vice for such services. In addition to such compensation, such judges shall receive mileage at the same rate as other municipal employees for such services. Such compensation shall not diminish or otherwise impair the payment or receipt of any retirement benefits of such judge.~~
- ~~(f)~~(f) Notwithstanding the duration of the term of the judge, he or she may be removed from office. Such removal shall occur as authorized by state law.
- (g) Notwithstanding the duration of the term of the judge, unless he or she is removed from office or he or she has resigned, he or she shall serve until mayor and city council appoint a successor.
- (h) Before assuming office, each judge shall take an oath, given by the mayor, that he or she will honestly and faithfully discharge the duties of his or her office to the best of his or her ability and without fear, favor, or partiality. The oath shall be entered upon the minutes of the city council journal.

**CITY OF FOREST PARK  
PUBLIC NOTICE  
PROPOSED CHARTER AMENDMENT**

**The City of Forest Park Mayor and Council, at their February 6, 2017 and February 20, 2017 regular meetings, will consider and hold public hearings regarding an ordinance to amend the City's Charter. The ordinance will amend certain provisions within Article IV of the City's Charter regarding municipal judges. Copies of the proposed charter amendment will be available for examination and inspection with the clerk of the Clayton County Superior Court and the Forest Park City Clerk. All concerned citizens are invited to the public hearings, which will be held in City Council Chambers located at City Hall – 745 Forest Parkway, Forest Park, Georgia 30297 at 6:00 p.m.**

**Mike Blandenburg  
City Clerk**

STATE OF GEORGIA

CITY OF FOREST PARK

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

AN ORDINANCE TO AMEND SECTION 2-5-19 ("COMPENSATION") OF CHAPTER 5 ("MUNICIPAL COURT") OF THE CODE OF ORDINANCES, CITY OF FOREST PARK, GEORGIA; 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 authority of the City of Forest Park, Georgia (hereinafter the "City") is the Mayor and Council thereof; and

**WHEREAS**, pursuant to Section 4.11 of the City's Charter, compensation of judges shall be fixed by ordinance; and

**WHEREAS**, the City desires to temporarily amend its Code of Ordinances to provide for monthly compensation for the chief, associate and judges pro tempore to reflect current pay practices; and

**WHEREAS**, the amendments contained herein would benefit the health, safety, morals and welfare of the citizens of the City; and

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

**Section One.** Section 2-5-19 ("Compensation"), of Chapter 5 ("Municipal Court"), of Article A ("General Provisions") of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleting the existing text and inserting the following text, in lieu thereof, to read as follows:

“(a) Compensation for the chief judge shall be paid at the rate of four hundred twenty-five dollars (\$425.00) per court session over which he or she may preside. Compensation for the assistant municipal court judge or judge pro tem of the municipal court of Forest Park shall be paid at the rate of three hundred dollars (\$300) per court session over which he or she may preside.

(b) The compensation set forth above shall be paid on a monthly basis.

(c) The provisions of this section shall remain in effect until March 21, 2017 or until an amendment to the charter of the city or the code of ordinances supersedes these provisions, whichever is sooner. If no amendment to the charter of the city or the code of ordinances that supersedes these provisions is made by March 21, 2017, this section will revert to the previously existing provisions, last amended October 17, 1988, via Ord. No. 88-016.”

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

**Section Three.** The changes set forth above shall not be codified within the Code of Ordinances, City of Forest Park, Georgia.

**Section Four.** (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 Five.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

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

**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

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Sandra Bagley  
Councilmember, Ward Three

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Latresa Wells  
Councilmember, Ward Four

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Allan Mears  
Councilmember, Ward Five

**ATTEST:**

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**Mike Blandenburg**, City Clerk

**APPROVED BY:**

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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 RONALD FREEMAN AS CHIEF MUNICIPAL COURT JUDGE.

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

**WHEREAS**, the City has appointed Ronald Freeman 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 Ronald Freeman 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"**

**AGREEMENT**

WHEREAS, the City of Forest Park ("City"), by and through its Mayor and Council, has appointed Ronald Freeman as Chief Judge of the Municipal Court of Forest Park ("Judge"); and

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of each, in order to reach a mutuality of agreement, should be reduced to writing.

**WITNESSETH**

1.

Ronald Freeman shall serve as Chief Judge of the Municipal Court of Forest Park.

2.

To the extent not covered by this Agreement, the Judge shall have the exclusive authority to establish rules and regulations for the conduct of all matters before said Court.

3.

The Judge shall be available to the Court on a regular basis and as frequently as necessary to efficiently and expeditiously handle cases pending before said Court. At a minimum, the Judge shall be available to the Court on Wednesdays.

In establishing the hours for holding sessions of Court, the Judge shall consider the needs, requirements and duties of both the accused and the law enforcement officers. The Judge shall issue warrants as requested by the Police Department.

4.

The City shall provide in addition to the Court Room, adequate and appropriate office facilities to be utilized as the Judge deems necessary.

5.

The City shall provide all necessary documents, forms, supplies and clerical assistance necessary to conduct the business of the Court and for the submission of reports as required by law.

6.

The Judge shall receive as compensation, the sum of \_\_\_\_\_ per court session, and compensation shall be paid on a monthly basis.

7.

This Agreement shall become effective \_\_\_\_\_, 2017, and shall remain in effect through \_\_\_\_\_, 2018. Notwithstanding the term of this Agreement, this Agreement shall terminate automatically by operation of law if the Judge is removed from office pursuant to state law.

8.

The Judge shall meet with the Mayor and Council of Forest Park not less than twice each calendar year. In such meetings, the Judge shall provide a report to the Mayor and Council regarding all activities, trends and general issues regarding the operation of the Municipal Court.

CITY OF FOREST PARK

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

ATTEST:

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

\_\_\_\_\_  
Municipal Court Chief Judge

\_\_\_\_\_  
Date



**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 RONALD FREEMAN AS ASSISTANT MUNICIPAL COURT JUDGE OF ENVIRONMENTAL COURT.

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

**WHEREAS**, the City has appointed Ronald Freeman to serve as its assistant judge of environmental court; 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 assistant municipal court judge of environmental court be reduced to writing; and

**WHEREAS**, the governing body desires to enter into an agreement with Ronald Freeman.

**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"**

**AGREEMENT**

WHEREAS, the City of Forest Park ("City"), by and through its Mayor and Council, has appointed Ronald Freeman as Assistant Municipal Court Judge of Environmental Court ("Judge") of Forest Park; and

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of each, in order to reach a mutuality of agreement, should be reduced to writing.

**WITNESSETH**

1.

Ronald Freeman shall serve as Assistant Municipal Court Judge of Environmental Court of Forest Park.

2.

To the extent not covered by this Agreement, the Judge shall have the exclusive authority to establish rules and regulations for the conduct of all matters before said Court.

3.

The Judge shall be available to the Court on a regular basis and as frequently as necessary to efficiently and expeditiously handle cases pending before said Court. At a minimum, the Judge shall be available to the Court on Thursdays.

In establishing the hours for holding sessions of Court, the Judge shall consider the needs, requirements and duties of both the accused and the law enforcement officers.

4.

The City shall provide in addition to the Court Room, adequate and appropriate office facilities to be utilized as the Judge deems necessary.

5.

The City shall provide all necessary documents, forms, supplies and clerical assistance necessary to conduct the business of the Court and for the submission of reports as required by law.

6.

The Judge shall receive as compensation, the sum of \_\_\_\_\_ per court session, and compensation shall be paid on a monthly basis.

7.

This Agreement shall become effective \_\_\_\_\_, 2017, and shall remain in effect through \_\_\_\_\_, 2018. Notwithstanding the term of this Agreement, this Agreement shall terminate automatically by operation of law if the Judge is removed from office pursuant to state law.

8.

The Judge shall meet with the Mayor and Council of Forest Park not less than twice each calendar year. In such meetings, the Judge shall provide a report to the Mayor and Council regarding all activities, trends and general issues regarding the operation of the Municipal Court.

CITY OF FOREST PARK

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

ATTEST:

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

\_\_\_\_\_  
Assistant Municipal Court Judge

\_\_\_\_\_  
Date



**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 AGREEMENTS WITH CERTAIN PERSONS AS MUNICIPAL COURT JUDGES PRO TEMPORE.

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

**WHEREAS**, the governing body has appointed certain persons to serve as municipal court judges pro tempore in cases of unavailability of the Chief Judge or Assistant 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 municipal court judges pro tempore be reduced to writing; and

**WHEREAS**, the governing body desires to enter into agreements with such municipal court judges pro tempore.

**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 the persons listed in Exhibit "B" attached hereto and incorporated herein 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"**

**AGREEMENT**

WHEREAS, the City of Forest Park ("City"), by and through its Mayor and Council, has appointed \_\_\_\_\_ as Municipal Court Judge Pro Tempore ("Judge") of Forest Park; and

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of each, in order to reach a mutuality of agreement, should be reduced to writing.

**WITNESSETH**

1.

\_\_\_\_\_ shall serve as Municipal Court Judge Pro Tempore of Forest Park.

2.

The Judge shall be acting Chief Judge or Assistant Judge in the absence, disability or disqualification of the Chief Judge or Assistant Judge. The Judge shall have all the powers and perform all the duties of the Chief or Assistant Judge.

3.

To the extent not covered by this Agreement, the Judge shall have the exclusive authority to establish rules and regulations for the conduct of all matters before said Court.

4.

The Judge shall be available to the Court on a regular basis and as frequently as necessary to efficiently and expeditiously handle cases pending before said Court.

In establishing the hours for holding sessions of Court, the Judge shall consider the needs, requirements and duties of both the accused and the law enforcement officers. The Judge shall issue warrants as requested by the Police Department.

5.

The City shall provide in addition to the Court Room, adequate and appropriate office facilities to be utilized as the Judge deems necessary.

6.

The City shall provide all necessary documents, forms, supplies and clerical assistance necessary to conduct the business of the Court and for the submission of reports as required by law.

7.

The Judge shall receive as compensation, the sum of \_\_\_\_\_ per court session, and compensation shall be paid on a monthly basis.

8.

This Agreement shall become effective \_\_\_\_\_, 2017, and shall remain in effect through \_\_\_\_\_, 2018. Notwithstanding the term of this Agreement, this Agreement shall terminate automatically by operation of law if the Judge is removed from office pursuant to state law.

CITY OF FOREST PARK

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

ATTEST:

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

\_\_\_\_\_  
Municipal Court Judge Pro Tempore

\_\_\_\_\_  
Date



## **EXHIBIT "B"**

The following persons have been appointed by the City of Forest Park to serve as

Municipal Court Judges Pro Tem:

Nailah Grant McFarlane

Keith Woods

Crandall Bray

Matt McCord

Donnie Patton

STATE OF GEORGIA

COUNTY OF CLAYTON

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

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

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

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

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

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

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

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

**Section 2.** If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional for any reason by a decision of any court of

competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution and such remainder shall remain in full force and effect.

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

Resolved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
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:

Mike Blandenburg, CITY CLERK

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

APPROVED AS TO FORM:

CITY ATTORNEY

## **"Exhibit A"**

### **SURPLUS LIST**

#### City of Forest Park

1. A 42 foot by 53 foot, steel-framed structure with metal siding, a metal roof and a brick façade that presently is situated upon the parcel located at 1141 Main Street, Forest Park, Georgia 30296

#### City of Forest Park Public Works

1. Approximately 100 cubic yards of fill material consisting of broken concrete, asphalt, various sizes of rock, etc. generated from various construction projects



**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 A CONTRACT AGREEMENT WITH GEORGIA TAX AND REGULATORY SOLUTIONS, LLC FOR AUDITING OF EXISTING TELECOMMUNICATIONS FACILITIES AND LEASE ANALYSIS AND NEGOTIATING SERVICES.

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

**WHEREAS**, the governing body desires to contract with an independent company to provide auditing of the City's existing telecommunication's facilities, specifically for the communications towers and other properties containing communications antennas, along with lease analysis and negotiating services; and

**WHEREAS**, the governing body finds that it is in the best interest of the City to contact with the firm of Georgia Tax and Regulatory Solutions, LLC for the aforementioned services and to promote the general welfare of the City; and

**WHEREAS**, attached hereto as Exhibit "A" is a copy of the proposed Agreement between the City and Georgia Tax and Regulatory Solutions, LLC.; and

**WHEREAS**, the governing body desires to authorize the City to take such necessary acts, including the Mayor's execution of the proposed Agreement with Georgia Tax and Regulatory Solutions, LLC, to provide for the aforementioned consulting services.

**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**

[See attached]

STATE OF GEORGIA

COUNTY OF CLAYTON

**AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 ,  
by and between GEORGIA TAX AND REGULATORY SOLUTIONS ,LLC ("GTRS") and the  
CITY OF FOREST PARK, GEORGIA ("CITY").

**WITNESSETH:**

For the promises and consideration hereinafter set forth, GTRS and City agree that:

- I. GTRS offers Audit of Existing Communications Facilities as defined in Addendum One, and hereinafter collectively referred as "Community Facility Services" for the communications towers and other properties containing Communications antennas.
- II. City hereby engages GTRS to provide the following Communications Facility Services: Lease Analysis and Negotiation.
- III. In consideration of its performance of such Communication Facility Services, GTRS shall be paid in accordance with the fees outlined in the Fee Schedule attached hereto as Addendum Two.
- IV. In addition to the selected services above, GTRS may provide such additional services as Review Existing Cell Tower Ordinance, Audit of Existing Specialty Properties, Property Valuation and other services which may be requested in writing by City in accordance with the rates stated in the Fee Schedule.
- V. Reserved
- VI. City acknowledges and agrees that GTRS may contract with third parties to fulfill its obligation under this contract. GTRS will provide notice of intent to contract with any third party contractor to the City pursuant to Section XII, below. GTRS will include the name of the third party contractor and duties to be performed in such notice, and provide such notice 30 days before any third party contractor begins work.
- VII. GTRS agrees to indemnify, defend and protect City and its officers, directors, agents and employees from and against and hold City and its officers , directors, agents and employees harmless and free from any and all liability, loss, cost, expense or obligation, including without limitation reason attorney's fees , court cost and other expenses, including without limitation, those of appeal ,on account of or arising out of, injury to or death of any person or persons or damage to property, from whatever cause, including such injuries or death caused by the action



of third party contractors, and including wrongful criminal acts of GTRS, or GTRS' employees, agents, third party contractors, or representatives, which occurs/is occurring during the term of this Agreement related in any way to the services provided by GTRS or any third party contractor of GTRS, or breaches of this Agreement by GTRS or any third party contracting with GTRS,. Further, GTRS and all employees of GTRS also agree to indemnify and hold harmless the City for any injuries sustained on the City premises by GTRS employees, agents, third party contractors, and/or representatives. GTRS employees, agents, third party contractors, and representatives are not to be considered employees or contractors of the City for purposes of coverage by Workers Compensation insurance. Further, the City is to be named as an additional named insured on GTRS' liability insurance policies.

- VIII. Except as provided for in Addendum Two, this Agreement shall commence on the date it is fully executed and terminate on December 31, 2017. The term is referred to herein as the "Term". Notwithstanding the foregoing, this Agreement may be terminated by GTRS or City by giving thirty days (30) days advance written notice of such termination to the other party.
- IX. This Agreement shall be construed and interpreted under the laws of the State of Georgia. The captions of each Article, Section and subsection of this Agreement and the particular pronouns used herein, whether masculine, feminine, or neuter, singular or plural, are intended only to be used as a convenience in reference and must not be construed to limit or change the meaning of the language of this Agreement taken by Section or as a whole. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances is, to any extent, determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application of such terms, covenants, and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected thereby and each term, covenant, or condition of this Agreement is valid and will be enforced to the fullest extent of the law.
- X. The parties respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement.
- XI. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either GTRS or City.
- XII. All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by United States Postal Service, postage prepaid, by certified mail, return receipt requested, or by any nationally known overnight delivery service, or by courier hand delivery, provided a receipt is obtained therefore. All notices shall be deemed to have been given three (3) days after deposit in the United States Postal Service or upon delivery if sent by overnight service or courier. All notices shall be addressed to the party at the address below:

To GTRS: GEORGIA TAX AND REGULATORY SOLUTIONS, LLC  
c/o David R. Gilley  
4118 D'Youville Trace  
Atlanta, GA 30341

To CITY: CITY OF FOREST PARKER, GEORGIA  
City Manager Al Wiggins  
745 Forest Parkway  
Forest Park, Georgia 30297

- XIII. Time is of the essence in complying with the terms, conditions and provisions of this Agreement.
- XIV. Except as otherwise expressly set forth in this Agreement, all rights, powers and privileges conferred hereunder upon the parties are cumulative, but not restricted to those given by law. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, constitutes a waiver of any party's right to demand exact compliance with the terms hereof.
- XV. This Agreement, together with the addendums attached hereto, constitutes the entire agreement of the parties hereto and no representation inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect. No amendment to this Agreement is binding on any of the parties to this Agreement unless such amendment is in writing and executed by GTRS and City.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers and their seals affixed the day and year first above written.

GEORGIA TAX AND REGULATORY  
SOLUTIONS, LLC

CITY OF FOREST PARK, GEORGIA

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ITS: \_\_\_\_\_

## **ADDENDUM ONE**

### **COMMUNICATION FACILITY SERVICES**

#### **I. Review of Existing Cell Tower Ordinance:**

- A. GTRS shall review the existing City Cell Tower Ordinance and provide City with recommendations to update so as to protect the City with regards to public safety, esthetic and proper valuations.

#### **II. Audit of Existing Communication Facilities:**

- A. GTRS shall identify and contact Cell Tower owners of telecommunication facilities located on City owned property.
- B. GTRS shall obtain current leases from telecommunication facility owners for such properties.
- C. GTRS shall audit such leases so as to assure that tenants located on City owned properties are in compliance with the terms of the lease including but not limited to payment of leases amounts, statutory compliance and property use.
- D. GTRS shall audit such telecommunication facilities to assure the City that additional tenants have not been added to the facility without giving proper notice to the City and/or that such additional is compensating the City where applicable.

#### **III. Lease Analysis, Management and Negotiations:**

- A. In addition to the services provided in the above section, GTRS shall determine the market rate for tower and telecommunication facility rentals in the market.
- B. GTRS shall provide City with a report as to the suggested market rates and contractual arrangements for such facilities and seek approval from the City before negotiating new leases with tower owners.
- C. GTRS shall negotiate with tower owners and/or cell carriers on behalf of the City and will provide City with new or updated contracts including current market rates to City for approval.
- D. GTRS shall oversee the alteration, modification or installation of any new equipment on each facility located on City owned property.

IV. Property Valuation:

- A. GTRS shall determine the value of the telecommunication facilities and report such values to the proper taxing authorities in Clayton and Fulton Counties.

V. RESERVED

## **ADDENDUM TWO**

### **FEE SCHEDULE**

#### **I. COMPENSATION FOR SERVICES**

- A. In consideration of GTRS's review of the existing cell tower ordinance and subject to the conditions set forth in section IV below, City agrees to pay GTRS a fee of TBD.
- B. In consideration of GTRS's of Audit of Existing Telecommunication Facilities and Property Valuation and subject to the conditions set forth in section IV below, City agrees to pay GTRS a fee of TBD.
- C. In consideration of GTRS's provision of services related to Lease Analysis, Management and Negotiations and subject to the conditions set forth in section IV below, the City Agrees to pay GTRS at a rate of \$220 per hour and at a sum not to exceed three thousand five hundred dollars (\$3,500).
- D. GTRS shall bill City on a monthly basis for each completed service. City agrees to pay GTRS within thirty (30) days of the completion of each service provided.
- E. If this Agreement is terminated before all services have been completed, GTRS shall cease all services and City agrees to pay GTRS for approved work completed prior to the effective date of termination of such services, subject to the same conditions described in section IV above.