

**CITY OF FOREST PARK
MAYOR & CITY COUNCIL AGENDA
REGULAR MEETING
June 15, 2020**

ANGELYNE BUTLER
MAYOR

Kimberly James
Mayor Pro-Tem Ward 1

Dabouze Antoine
Ward 2

Hector Gutierrez
Ward 3



FOREST PARK

Latresa Akins-Wells
Ward 4

Allan Mears
Ward 5

**The Meeting will be held via Zoom
Join Zoom Meeting**

<https://us02web.zoom.us/j/82775109525?pwd=RkxDNEl0QmFFZ0V2WWxhOWxiNEhuZz09>

Password: 103505

Or by telephone:

Dial: (301) 715-8592

Meeting ID/Webinar ID: 827 7510 9525

Password: 103505

Regular Meeting 6:00 P.M.

- I.** Call to Order
- II.** Invocation
- III.** Pledge of Allegiance
- IV.** Roll Call
- V.** Approval of Minutes
 1. Regular Meeting of Mayor and Council on June 1, 2020
- VI. Agenda Items:**
 1. City Manager's Report
 2. COVID-19 Update
 3. Consider an Ordinance by the Governing Body of the City of Forest Park, Georgia establishing the budget for the Fiscal Year 2020-2021.

**CITY OF FOREST PARK
MAYOR & CITY COUNCIL AGENDA
REGULAR MEETING
June 15, 2020**

Background and Summary: The Governing Body was presented with a proposed budget on May 29, 2020. A copy of the budget as proposed has been posted on the City's website since that date. A public hearing to receive comments concerning the budget was held on June 8, 2020. Revisions to the budget as agreed to by the Governing Body following the public hearing and a Special Called Meeting with the Mayor and Council with Department Heads are incorporated in the budget document for final adoption.

4. Consider an Ordinance to amend the budget for Fiscal Year 2020 to appropriate funds for the Economic Development Department.

Background and Summary: It is proposed that the budget for Fiscal Year 2020 be amended as indicated in Exhibit A. On December 16, 2019 the Governing Body approved the cost for email migration from IBM Notes to Office 365. However, the budget needs to be amended to reflect where the migration cost was charged along with City-wide network infrastructure improvements. The net increase in expenditures will be funded from the fund balance.

5. Consider an Ordinance by the Governing Body of the City of Forest Park, Georgia establishing the budgets for the 2008 and 2015 SPLOST Capital Project Funds for the Fiscal Year 2019-2020.

Background and Summary: Georgia State Law authorizes the levy of a one percent Special Purpose Local Option Sales Tax (SPLOST) for the purpose of financing capital outlay projects for the use and benefit of the City. The proposed Ordinance would establish the estimated revenues and expenditures for SPLOST Capital Project Funds for the Fiscal Year 2019-2020.

6. Ward 4: Yard of the Quarter Recognition Award.

Background and Summary: Each quarter Ward 4 Councilwoman Latresa Akins Wells celebrates and recognizes a yard in her ward that has exceptional upkeep and landscaping. This quarter she is recognizing the Ladonna Randall family at 382 Pine Ridge Rd. Typically the

**CITY OF FOREST PARK
MAYOR & CITY COUNCIL AGENDA
REGULAR MEETING
June 15, 2020**

family receives their yard sign and gift card at the council meeting but due to the Covid-19 pandemic, they are not able to attend. We appreciate the Ladonna Randall family for their commitment to keeping our city beautiful!

7. Discussion on Old Dixie Highway Name Change.
8. Discussion on the Tabaco Use Policy and Discussion of Personnel Policy Changes.
9. Discussion of Tax Allocation District Funding for Redevelopment.
10. Consider making a Map Amendment to College St.

Background and Summary

A Map Amendment (Rezoning) to 4775/4777 College Street to rezone the property from R-80 Single-family Residential to RM-100 Apartment Dwelling District to develop a 60-unit independent senior living community. The senior community will offer a mix of one (1)-bedroom and two (2)-bedroom units in a three (3) story building.

11. Consider adding a new Code Section 8-8-42 to the Code of Ordinance.

Background and Summary

Adding a new Code Section 8-8-42 to the Code of Ordinance to provide standards for certain businesses. The new Ordinance will regulate the number and location of certain businesses for the purpose of concentration or clustering of businesses.

12. Consider an ordinance to combine the Planning Commission Board with the Board of Zoning.

Background and Summary

An Ordinance amending the Code of Ordinances to revise the composition of the Planning Commission Board. The Ordinance will combine the Planning Commission Board and the Board of Zoning Appeals Members into one Planning and Zoning Board.

**CITY OF FOREST PARK
MAYOR & CITY COUNCIL AGENDA
REGULAR MEETING
June 15, 2020**

13. Consider a Resolution by the City Council of the City of Forest Park declaring certain city property to be surplus property.

Background and Summary: The Planning and Zoning Department would like to declare the items listed in Exhibit A to be surplus property and to provide for its proper disposal wither by auction or other methods pursuant to the city's ordinances; and for other purposes.

14. Consider a service agreement for an asbestos inspection between GLE Associates and City of Forest Park.

Background and Summary: GLE will conduct a thorough inspection at 890 Conley Road, commonly know as Briarwood Forest Apartments for the presence of asbestos and hazardous material prior to any demolition activity. The survey will include inspection, identification, and quantification of all friable and Class I and Class II non-friable asbestos containing material and of all suspected hazardous waste, and any physical sampling of materials. The City is exploring the options for demolition and possible redevelopment of the land.

15. Consider the transfer of CDBG Funds from Public Facilities and Improvement to Clearance and Remediation for Demolition of Buildings.

Background and Summary: is legislation for the Mayor and Council to consider requesting a transfer of funds from Public facilities and improvements to clearance and remediation activities based on HUD regulations and eligible activities. There is CDBG funds we need to spend as we are coming up on deadlines. Right now the demo project identified in the resolution is a viable project that can be done if Clayton County authorizes us to do so. Per the Clayton County HUD office they indicated we must first have legislation from City Council, a letter from the Mayor, and then this request would need to go before the BOC.

**CITY OF FOREST PARK
MAYOR & CITY COUNCIL AGENDA
REGULAR MEETING
June 15, 2020**

16. Consider a resolution to encourage the Georgia Assembly to pass hate crime legislation.

Background and Summary: Georgia is one of only four states in the United States that does not have any laws on hate crimes. In light of recent events involving potentially racially motivated crimes both in Georgia and nationally, it is proposed that the City of Forest Park request the Georgia General Assembly adopt hate crimes legislation. House Bill 426, which has passed the House and is pending in the Georgia State Senate, provides penalties for a person convicted of a crime who intentionally selected any victim or group of victims or any property as the object of the offense because of the actual or perceived race, color, religion, national origin, sexual orientation, gender, mental disability, or physical disability of such victim or group of victims. The resolution expresses support for House Bill 426.

17. Consider a resolution providing for a review of police use of force policies.

Background and Summary: In light of the current national debate regarding police reform, it is proposed that the City of Forest Park undertake a review of its Police use of force policies. Police Chief Nathaniel Clark has already begun such a review. The resolution expresses support for the review and encourages community involvement in the process.

VII. Executive Session for Personnel, Litigation, Real Estate and Legal Matters

18. Appointment of Public Works Director.

VIII. Public Comment Period – During this time public comment period has been modified. Please do the following:

- Go to www.slido.com
- Use Event Code: **38179**

**CITY OF FOREST PARK
MAYOR & CITY COUNCIL AGENDA
REGULAR MEETING
June 15, 2020**

- Submit questions or comments to the governing body no later than Monday @ 12:00 noon and they will respond to as many questions possible during this public comment period.
****Please include your full name and address when submitting questions.**

IX. Comments by Governing Body

X. Adjournment

**STATE OF GEORGIA
CITY OF FOREST PARK**

ORDINANCE NO.

**AN ORDINANCE BY THE GOVERNING BODY OF THE CITY OF
FOREST PARK, GEORGIA, ESTABLISHING THE BUDGET FOR THE
FISCAL YEAR 2020-2021.**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FOREST PARK, GEORGIA, that the following is the estimated revenue for the fiscal year 2020-2021, as itemized in the document attached hereto as Exhibit A and by reference made a part of this Ordinance (hereinafter, the "Budget Document").

A. General Fund Operations	\$25,782,820
B. Transfer from Sanitation Operations	\$ 900,000
C. Use of Fund Balance	<u>\$ 2,932,570</u>
	\$29,615,390

BE IT FURTHER ORDAINED that the following is the proposed Appropriation for the Fiscal Year 2020-2021 of \$29,615,390, as itemized in the Budget Document.

BE IT FURTHER ORDAINED by the Governing Body of the City of Forest Park that the estimated operating revenue of the Sanitation Fund for the fiscal year 2020-2021 is \$4,314,900, as itemized in the Budget Document.

BE IT FURTHER ORDAINED by the Governing Body of the City of Forest Park that the estimated operating expenses and transfers of the Sanitation Fund for the fiscal year 2020-2021 is \$3,986,523 as itemized in the Budget Document.

BE IT FURTHER ORDAINED by the Governing Body of the City of Forest Park, Georgia, that to finance the proposed expenses of the City an ad valorem tax is projected to be set at 16.743 mills.

BE IT FURTHER ORDAINED that a copy of the Budget Document shall remain on file in the Office of the City Manager, be a public record available for inspection and marked "2020 – 2021 Operating Budget of the City of Forest Park, Georgia."

BE IT FURTHER ORDAINED that Section 2-3-1 of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleting said Section in its entirety and replacing it in lieu thereof with the provisions set forth in Exhibit B, attached hereto and made a part hereof.

BE IT FURTHER ORDAINED that the Code of Ordinances, City of Forest Park, Georgia is hereby amended by adding a new Section 3-2-19 as shown on Exhibit C, attached hereto and made a part hereof.

ORDAINED this 15th day of June, 2020.

CITY OF FOREST PARK, GEORGIA,

Angelyne Butler, Mayor

Kimberly James
Councilmember, Ward One

Dabouze Antoine
Councilmember, Ward Two

Hector Gutierrez
Councilmember, Ward Three

Latresa Akins-Wells
Councilmember, Ward Four

Allan Mears
Councilmember, Ward Five

ATTEST:

City Clerk

APPROVED BY:

City Attorney

EXHIBIT A

2020 – 2021 Operating Budget of the City of Forest Park, Georgia

EXHIBIT B

Sec. 2-3-1. - Departments established.

(a) The following departments of the city are hereby established:

- (1) Economic Development;*
- (2) Finance;*
- (3) Fire;*
- (4) Human Resources;*
- (5) Planning, Building and Zoning;*
- (6) Public Works;*
- (7) Police;*
- (8) Recreation and Leisure Services; and*
- (9) Technology Services.*

(b) Each department may be headed by a director who shall exercise such powers and perform such duties as provided by law or as prescribed from time to time by the City Manager. Department directors shall report to the City Manager.

EXHIBIT C

“Section 3-2-19. - Freeport exemptions.

(a) All the following types of tangible personal property are exempted from ad valorem taxation by the City of Forest Park, as provided in subsection (b) of this section:

- 1. Stock in trade of a fulfillment center which, on January 1, are stored in a fulfillment center and which are made available to remote purchasers who may make such purchases by electronic, Internet, telephonic, or other remote means, and where such stock in trade of a fulfillment center will be shipped from the fulfillment center and delivered to the purchaser at a location other than the location of the fulfillment center, as permitted by O.C.G.A. § 48-5-48.2.*

(b) All types of tangible personal property as stated in subsection (a) of this section shall be exempted at 100 percent of the value of such property.

(c) Taxpayers desiring to make application for this exemption must do so on forms provided for this purpose by the City and/or Clayton County, as applicable, and must supply any additional information that may be requested which is necessary to determine the qualification for and amount of said exemption.

(d) All terms undefined herein shall have the meanings set forth in O.C.G.A. § 48-5-48.2.”

STATE OF GEORGIA
CITY OF FOREST PARK

ORDINANCE NO. _____

**AN ORDINANCE BY THE GOVERNING BODY OF THE CITY OF
FOREST PARK, GEORGIA AMENDING THE BUDGET FOR THE
FISCAL YEAR 2019-2020.**

BE IT ORDAINED by the Governing Body of the City of Forest Park that the budget for Fiscal Year 2020 is hereby amended as indicated on Exhibit A attached hereto and incorporated herein by reference.

PASSED AND ADOPTED THIS THE 15TH DAY OF JUNE, 2020.

Angelyne Butler, Mayor

Kimberly James
Councilmember, Ward One

Dabouze Antoine
Councilmember, Ward Two

Hector Gutierrez
Councilmember, Ward Three

Latresa Akins-Wells
Councilmember, Ward Four

Allan Mears
Councilmember, Ward Five

ATTEST:

City Clerk

Approved as to form:

City Attorney

EXHIBIT A

CITY OF FOREST PARK
BUDGET AMENDMENT
FISCAL YEAR 2019 - 2020

2019-2020
BUDGET
AMOUNT
INCREASE/
(DECREASE)

ACCOUNT #

EXPENDITURES

PURCHASED/CONTRACT SERVICES

100-24-1535-53-2401 COMPUTER HARDWARE/SOFTWARE
TOTAL PURCHASED/CONTRACT SERVICES

672,500
\$ 672,500

CAPITAL OUTLAYS

100-31-3210-54-2401 COMPUTER HARDWARE/SOFTWARE
TOTAL SUPPLIES

(200,000)
\$ (200,000)

TOTAL INCREASE

\$ 472,500

Total to be funded from fund balance.

ORDINANCE NO. _____

AN ORDINANCE BY THE GOVERNING BODY OF THE CITY OF FOREST PARK, GEORGIA ESTABLISHING THE BUDGETS FOR THE 2008 AND 2015 SPLOST CAPITAL PROJECT FUNDS FOR THE FISCAL YEAR 2019-2020.

BE IT ORDAINED by the Governing Body of the City of Forest Park that the total of \$2,000,000 is the estimated expenditures for the 2008 SPLOST Capital Project Fund for the fiscal year 2019-2020. The sum is to be appropriated from line item number 320-00-0000-13-4200, Fund Balance, to line item number 320-20-1110-54-2503, Main Street Redevelopment – Phase II.

BE IT FURTHER ORDAINED by the Governing Body of the City of Forest Park that the total of \$3,403,565 is the estimated revenues and expenditures for the 2015 SPLOST Capital Project Fund for the fiscal year 2019-2020 as itemized on Exhibit A attached hereto and incorporated herein by reference.

PASSED AND ADOPTED THIS THE 15TH DAY OF JUNE,
2020.

Angelyne Butler, Mayor

Kimberly James
Councilmember, Ward One

Dabouze Antoine
Councilmember, Ward Two

Hector Gutierrez
Councilmember, Ward Three

Latresa Akins-Wells
Councilmember, Ward Four

Allan Mears
Councilmember, Ward Five

ATTEST:

City Clerk

Approved as to form:

City Attorney

CITY OF FOREST PARK
 2015 SPLOST FUNDS - BUDGET
 FISCAL YEAR 2019 - 2020

EXHIBIT A

**BUDGET
 AMOUNT**

SOURCES

325-00-0000-31-3200	SPLOST REVENUE (COLLECTIONS)	\$ 3,403,565
	TOTAL SOURCES	<u>\$ 3,403,565</u>

CAPITAL PROJECT REQUESTS

ADMINISTRATION:

22-2	325-22-4224-54-1210	STREETSCAPE IMPROVEMENTS	-
22-1	325-22-1510-54-2510	EQUIPMENT - PHONE SYSTEM	20,000
22-5	325-22-1510-54-2502	CITY HALL RENOVATION	217,000

SUPPORT SERVICES:

25-2	325-25-1540-54-2505	FACILITY IMPROVEMENTS	18,000
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POLICE DEPARTMENT:

31-1	325-31-3223-54-2205	VEHICLES (REPLACEMENT)	-
31-3	325-31-3240-54-2502	FIREARMS TRAINING SYSTEM	90,000

RECREATION DEPARTMENT:

41-2	325-41-6130-54-1205	KIWANIS STADIUM	430,120
41-1	325-41-6130-54-2502	POOL RENOVATION/ EQUIPMENT	1,413,180

PUBLIC WORKS:

51-2	325-51-4110-52-2010	BUILDING CONSTRUCTION	10,000
51-1	325-51-4210-52-1310	STREET RESURFACING	520,000

PLANNING, BUILDING & ZONING

55-1	325-55-7410-54-2401	EQUIPMENT	25,000
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FIRE DEPARTMENT:

61-2	325-61-3520-54-2010	FACILITY IMPROVEMENT/RENOVATION	138,565
61-1	325-61-3610-54-2401	EQUIPMENT	521,700

TOTAL PROJECT COSTS

\$ 3,403,565



CITY OF
FORESTPARK
a city for every

Congratulations!

***Your yard has been
selected as the Ward 4
Yard of the Quarter!***

***Thank you for taking pride in the landscape
and the upkeep of your yard. I appreciate your
commitment to keeping our ward and city
beautiful!***

Latresa Akins-Wells
Ward 4 - Councilwoman



**CITY OF FOREST PARK
EMPLOYEE TOBACCO AND SMOKE FREE POLICY**

Objective

To establish the City's policy concerning tobacco and electronic nicotine delivery device use in City facilities and on City property. The United States Surgeon General has determined that tobacco and nicotine use is harmful to smokeless tobacco users, smokers and non-smokers. The purpose of this policy is to create a healthier environment for employees.

Policy

Tobacco, including lit smoking products, smokeless tobacco and electronic nicotine delivery device use is prohibited by employees while on duty to include but not limited to the following:

1. in buildings owned by the City;
2. in space leased by the City when that space is occupied by a majority of City employees;
3. on grounds owned by the City;
4. in City owned and leased motorized vehicles to include but not limited to: passenger cars, trucks, fire apparatus, heavy and light equipment;
5. and while wearing any City uniform, badge, logo, etc. while "within the public eye".

Tobacco Use is the use of any burning tobacco or use of smokeless tobacco products. This includes all forms of cigarettes, cigars, cigarillos, pipes, dip, chew, snuff and other materials that are smoked or smokeless. Electronic Nicotine Delivery Device means any electronic cigarette (e-cigarettes), electronic pipes (e-pipes), electronic hookahs (e-hookahs), electronic cigars (e-cigars), personal vaporizer or any other electronic device that may be used to deliver nicotine.

The use of FDA approved nicotine replacement therapy (nicotine gum, patch, lozenge, etc.) is not prohibited by this policy.

Department Heads may request, in consideration of the operating needs of their departments, to enact additional policy provisions regulating employee tobacco usage. Such policy provisions require approval by the City Manager before they are implemented.

Enforcement

The success of this policy is dependent upon the consideration and cooperation of tobacco users and non-tobacco users. All employees, but particularly management and supervisory staff, share responsibility for adhering to and enforcing the policy. The City will be consistent in administering this policy. Employees who violate provisions of the policy will receive disciplinary action up to and including termination.

Acknowledgement

I have read and fully understand the terms of this policy. I understand that any violation of this policy will result in disciplinary action up to and including termination. I understand that if I have questions, at any time, regarding this policy, I will consult with my immediate supervisor, department head or the Human Resources Manager.

Name: _____

**Employee
Signature:** _____

Date: _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF FOREST PARK, GEORGIA REVISING THE COMPOSITION OF THE PLANNING COMMISSION; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WITNESSETH:

Be it ordained by the Governing Body of the City of Forest Park, Georgia as follows:

SECTION 1. That Title 8, Chapter 1, Article A of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleting said section and replacing it with the following in lieu thereof:

"ARTICLE A. – Reserved.

Secs. 8-1-1—8-1-10. - Reserved."

SECTION 2. That Title 8, Chapter 8, Article I of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleting said section and replacing it with the Exhibit "A" in lieu thereof.

SECTION 3. That Section 8-8-41 of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleting said section and replacing it with the following in lieu thereof.

"Sec. 8-8-41. - Moving structures into the city or from place to place within the city.

(a) The provisions of this zoning ordinance shall apply to the movement of previously constructed buildings, including residences, into the city, and the movement of such structures from one location in the city to another location. Specifically, before such a building may be moved into the city or moved from one location in the city to another, the zoning requirements of the district in which the building is proposed to be situated must be met, including, without limitation, yard requirements, floor area requirements, height limits and lot coverage. Additionally, the orientation of the building on the lot shall correspond to the orientation of the building as originally constructed, i.e., the "front" of the building shall face the street upon which the lot fronts.

(b) Any person desiring to locate or relocate a building or any part thereof shall comply with each and every requirement of all applicable city construction and building codes. Failure to so comply shall constitute an unlawful act and a violation of this Code.

(c) Any person desiring to locate or relocate such a structure shall do so after making application to the governing body. Upon the filing of such an application, the city manager [shall] obtain in writing the opinions of all department heads whose departments are affected. Failure to obtain a permit constitutes an unlawful act and a violation of this Code.

(d) No structure or part thereof as described in this section shall be moved on the streets of the city without the approval of the department of police and fire services as to time of movement, date of movement, and method of movement.

SECTION 4. That Sec. 8-8-2 (15)(k) of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleting said section and replacing it with the following in lieu thereof:

"k. The planning commission may approve variances from one (1) or more of the developmental or architectural standards provided herein on the basis of a finding that materials to be utilized or the architectural style proposed for the dwelling will be compatible and harmonious with existing structures in the vicinity."

SECTION 4. That Sec. 8-8-31(e)(1)(b) of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleting said section and replacing it with the following in lieu thereof:

"b. Special exception authorized: The planning commission may, therefore, by special exception, permit enlargement, extension or moving on the same lot, subject to general requirements and procedures applying to special exceptions and with the following special requirements, limitations and considerations. No such special exception shall be issued on locations and for classes of cases indicated in subsection 8-8-31(c)."

SECTION 5. That Sec. 8-8-31(e)(6)(b) of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleting said section and replacing it with the following in lieu thereof:

"b. Special exception for replacement or reconstruction of destroyed major structures containing nonconforming uses: Where a major structure containing a nonconforming use is destroyed to an extent of more than fifty (50) percent of replacement cost at time of destruction, the planning commission may, by special exception, permit its replacement or reconstruction in whole or in part upon making all of the following findings:

- (i) That the cause of destruction was not the deliberate action of the owner or occupant of the structure or their agents; and*
- (ii) That nothing contained in the provisions of subsection 8-8-31(c) required termination of such nonconforming use; and*
- (iii) That the planning commission finds substantial public advantage in continuance of the nonconforming use; and*
- (iv) That the primary purpose of continuing the nonconforming use is not to continue a monopoly; and*
- (v) That replacement or reconstruction in the manner proposed, with related actions imposed in conditions and safeguards by the planning commission, would reduce any previous adverse effects of the use on neighboring properties."*

SECTION 5. That Sec. 8-8-56(f)(1) of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleting said section and replacing it with the following in lieu thereof:

“(1) Height . No building shall exceed forty (40) feet in height except upon the approval of the planning commission upon application for a variance with the concurrence of the department of police and fire services.”

SECTION 5. That Sec. 8-8-57(e)(1) of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleting said section and replacing it with the following in lieu thereof:

“(1) Height . No building shall exceed forty (40) feet in height except upon the approval of the planning commission upon application for a variance with the concurrence of the department of police and fire services.”

SECTION 7. That Sec. 8-3-6(10) of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleting said section and replacing it with the following in lieu thereof:

- (10) Variance. The planning commission shall have the power to consider any application for a variance from the requirements of this title, in addition to the powers and duties set forth in section 8-8-123 where the following conditions are met:*
- a. Application. Application shall be submitted to the department of planning and zoning setting forth the reasons for a variance.*
 - b. Fee. The applicant shall submit at the time of application the same fee as required by section 8-8-125 of this Code.*
 - c. Authority. To authorize upon application, in specific cases, such variances from the terms of this chapter as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this chapter will, in an individual case, result in practical difficulty or unnecessary hardship, so that the spirit of this chapter shall be observed, public safety and welfare secured, and substantial justice done, the planning commission may consider an application for variance. The existence of a nonconforming use of neighboring land, buildings, or structures in the same or in other districts shall not constitute a reason for a variance. A variance may be granted in an individual case of unnecessary hardship upon a finding by the planning commission that all of the following conditions exist:
 - 1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography that are not applicable to other lands or structures in the same district.*
 - 2. A literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located.*
 - 3. Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located.**

4. *The requested variance will be in harmony with the purpose and intent of this chapter and will not be injurious to the neighborhood or to the general welfare.*
 5. *The special circumstances are not the result of the actions of the applicant.*
 6. *The variance requested is the minimum variance that will make possible the legal use of the property.*
 7. *The variance is not a request to permit a use of property which is not permitted by right in the district involved.*
- d. *Appeals from the planning commission. Any person or persons jointly or severally aggrieved by any decision of the planning commission may seek review of such decision in the Superior Court of Clayton County, Georgia.*

SECTION 7. That Sec. 8-3-25 of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleting said section and replacing it with the following in lieu thereof:

"Sec. 8-3-25. - Appeals.

The denial of a permit under this section may be appealed to the planning commission under the procedure set forth in article 1 of chapter 8 of title 8 of the Code of Ordinances of the City of Forest Park, Georgia, subject to the following time limits:

(1) Any appeal of the director's decision concerning a sign permit application must be made within seven (7) days of receipt of notice of the denial. In the event that no appeal is made within the seven-day period, the decision of the director shall become final.

(2) The planning commission shall hold the hearing on any such appeal no more than thirty (30) days following receipt of the appeal; and

(3) The planning commission shall render a final determination on the appeal not more than thirty (30) days following the date of the hearing."

SECTION 9. Intention of the Governing Body. It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Forest Park, Georgia, and the sections of the ordinance may be renumbered to accomplish such intention.

SECTION 10. Approval of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Ordinance.

SECTION 11. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 12. Codification and Severability.

(a) It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were upon their enactment believed by the City Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the City 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 City 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 section, paragraph, sentence, clause or phrase 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 City 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 sections, paragraphs, sentences, clauses, or phrases of the ordinance and that to the greatest extent allowed by law all remaining Sections, paragraphs, sentences, clauses, or phrases of the ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 13. Repeal of Conflicting Provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 14. Effective Date. This ordinance shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO ORDAINED this _____ day of _____, 2020.

Mayor Angelyne Butler

Council Member Kimberly James, Ward 1

Council Member Dabouze Antoine, Ward 2

Council Member Hector Gutierrez, Ward 3

Council Member Latresa Wells, Ward 4

Council Member Allan Mears, Ward 5

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

ARTICLE I. - PLANNING COMMISSION

Sec. 8-8-121. - Membership; appointment; terms of office; vacancy; compensation.

The municipal planning commission shall consist of nine (9) members, who shall be residents of the city and shall not be members of the city governing authority, and shall be appointed by the mayor and council. The terms of office held by the appointed members shall be for four (4) years. Each member is to serve until his successor is appointed. Any vacancy in membership shall be filled for the unexpired term by the governing authority who shall have the authority to remove any member for cause, on written charges, after a hearing has been held by the governing authority. All members shall be compensated in an amount as fixed from time to time by the mayor and council, and each may be further reimbursed for actual expenses incurred in direct connection with official duties when said expense has the prior approval of the mayor or city manager.

Sec. 8-8-122. - Officers; meetings; records; personnel; expenditures.

The municipal planning commission shall elect one of its members as chairman, and another as vice-chairman, for one (1) year terms or until their successors are elected, whichever first occurs. The vice-chairman shall have the authority to act as the chairman in the chairman's absence. The municipal planning commission shall appoint a secretary who may be an officer or employee of the municipality. The commission may make its own rules of procedures and determine the hour of meeting, however their regular meeting shall be on the same day each month (for example, the first Wednesday in each month) in order that the public may be well informed as to the regular meeting of the commission. All meetings of the municipal planning commission shall be open to the public, provided that the planning commission may meet in executive session in those instances authorized by state law; and all records of the municipal planning commission shall be public records. The commission may appoint from time to time and whenever necessary such personnel as may be required to carry out their duties in keeping with the law, however, before making any commitment for expenditures, they shall have the written authority from the governing authority or the city manager.

Sec. 8-8-123. - Powers and duties.

- (a) It shall be the function and duty of the planning commission to make such careful and comprehensive surveys and studies of existing conditions and probable future developments and to prepare such plans for physical, social, and economic growth as will best promote the public health, safety, morals, convenience, prosperity, or the general welfare as well as efficiency and economy in the development of its political jurisdiction. In particular, the planning commission shall have the power and duty to:
- (1) Prepare a master plan or parts thereof for the development of the city.
 - (2) Prepare and recommend for adoption to the mayor and council a zoning ordinance or resolution and map for the city.

- (3) Prepare and recommend for adoption to the mayor and council regulations for the subdivision of land within the city, and to administer the regulations that may be adopted.
 - (4) Review, conduct public hearings and make recommendations to the Mayor and Council on applications for annexations, and rezonings.
 - (5) Prepare and recommend for adoption to the mayor and council, a plat or plats or an official map showing the exact location of the boundary lines of existing, proposed, extended, widened or narrowed streets, public open spaces or public building sites, together with regulations to control the erection of buildings or other structures within such lines, within its political jurisdiction or a specified portion thereof.
- (b) The planning commission may make, publish, and distribute maps, plans and reports and recommendations relating to the plan and development of the city to public officials and agencies, public utility companies, civic, educational, professional and other organizations and citizens. It may recommend to the executive or legislative officials of the city programs for public improvements and the financing thereof. All public officials shall, upon request, furnish to the planning commission, within a reasonable time, such available information as it may require for its work. The planning commission, its members and employees, in the performance of its functions, may enter upon any land, make examinations and surveys, and place and maintain necessary monuments and marks thereon, provided, however, that the planning commission shall be liable for any injury or damage to property resulting therefrom. In general, the planning commission shall have such powers as may be necessary to enable it to perform its functions and promote the planning of its political jurisdiction.
- (c) The planning commission shall also have the following powers and duties:
- (1) Administrative review. To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by the building inspector in the enforcement of this chapter.
 - (2) Variances. To authorize upon appeal in specific cases such variances from the terms of the chapter as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of the chapter will, in an individual case, result in practical difficulty or unnecessary hardship, so that the spirit of the chapter shall be observed, public safety and welfare secured, and substantial justice done. The existence of a nonconforming use of neighboring land, buildings, or structures in the same or in other districts shall not constitute a reason for a variance. A variance may be granted in an individual case of unnecessary hardship upon a finding by the board of appeals that all of the following conditions exist:
 - a. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district.
 - b. A literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located.

- c. Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located.
- d. The requested variance will be in harmony with the purpose and intent of this chapter and will not be injurious to the neighborhood or to the general welfare.
- e. The special circumstances are not the result of the actions of the applicant.
- f. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure.
- g. The variance is not a request to permit a use of land, buildings, or structures which are not permitted by right in the district involved.

(d) Appeals; hearings; notice.

- (1) Appeals to the board of appeals may be taken by any person aggrieved or by an officer, department, board, or bureau of the city affected by any decision of the building inspector. Such appeal shall be taken within 60 days, as provided by the rules of the board, by filing with the building inspector and with the board of appeals a written notice of appeal specifying the grounds thereof. The building inspector shall forthwith transmit to the board all the papers constituting the record upon which the action appealed from was taken.
- (2) The board of appeals shall fix a reasonable time for the hearing of appeals or other matters referred to it, and give at least 15 days' public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. Upon a hearing, any party may appear in person, or may be represented by agent or by attorney.
- (3) Upon the receipt of a written notice of appeal, as set forth in subsection (a) above, the city shall cause to be posted on the property a sign stating that an appeal has been taken and that a hearing on said appeal will be held stating the time, date, and location of said hearing. The sign must be placed in a conspicuous spot on the property, and, where possible, located where same can be seen from a public road. The sign must be posted at least 15 days prior to the date of said public hearing. The city shall cause the sign location to be inspected no less often than each 48 hours after the same is posted. Should the city find that the sign has been defaced or destroyed, the city shall cause the sign to be re-erected in a reasonable length of time, but the fact that the sign has been defaced or destroyed shall not prevent the public hearing from taking place as scheduled. It shall be unlawful and a violation of this code for any person to deface, damage, or remove any sign posted pursuant to this code section.
- (4) In exercising its powers, the board of appeals may, in conformity with the provisions of this chapter, reverse or affirm, wholly or partly, or may modify the order, requirements, decision, or determination, and to that end shall have all the powers of the building inspector and may issue or direct the issuance of a building permit.

- (5) The concurring vote of five (5) members of the board shall be necessary to reverse any order, requirement, decision, or determination of the building inspector, or to decide in favor of the applicant or any matter upon which it is required to pass under this chapter or to effect any variation of this chapter.
- (6) Upon request, the board of appeals shall inform, in writing, petitioners involved of its decisions and reasoning concerning all appeals, applications and other matters brought before the board.
- (7) Any person, firm or corporation jointly or severally aggrieved by any decision of the board of appeals may seek review of such decision in the Superior Court of Clayton County, Georgia.
- (8) An appeal stays all proceedings in furtherance of the action appealed from. However, if the building inspector deems that peril to life and property is imminent in the case of an appeal, proceedings shall not be stayed.

Sec. 8-8-124.- Enforcement.

Failure to comply with any of the terms and conditions of this title shall be deemed an offense and shall be punished, upon conviction, as provided in section 1-1-8 of this Code. Each day's continuance of violation shall constitute a separate offense.

Secs. 8-8-125—8-8-153. - Reserved.

STATE OF GEORGIA

CITY OF FOREST PARK

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE STANDARDS FOR CERTAIN BUSINESSES; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing authority of the City of Forest Park is the Mayor and Council thereof;

WHEREAS, the governing authority of the City of Forest Park, Georgia desires to adopt standards with respect to certain businesses; and,

WHEREAS, the health, safety, and welfare of the citizens of Forest Park, Georgia, will be positively impacted by the adoption of this Ordinance.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FOREST PARK HEREBY ORDAINS:

Section 1. That Code of Ordinances, City of Forest Park, Georgia is hereby amended by adding the following new Section 8-8-42 attached hereto as Exhibit A.

Section 2. The moratorium extended on September 3, 2019 is hereby repealed.

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

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid,

unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed; provided however, that the provisions of Section 9.16.200 pertaining to pawnshops shall remain in full force and effect.

EXHIBIT A

Section 8-8-42

(a) Purpose.

The regulations of this chapter are established to regulate the number and location of certain businesses for the purpose of protecting neighborhoods from negative secondary effects created by the concentration or clustering of such businesses. Furthermore, the regulations are established to guard against market saturation which may lead to increased rates to consumers as an offset for lower business volume.

(b) Numerical Limitations on Certain Businesses.

1. This code section shall apply to the following types of businesses:

A. tire shops

B. vaper shops

C. thrift stores and consignment shops

D. used appliances shops

E. small box discount stores as defined in Section 8-8-42(c)(3)

2. The city shall issue a maximum of three (3) permits for each of the types of businesses set forth in part A above. No additional permits shall be issued unless the population of the City of Forest Park reaches thirty thousand (30, 000) residents, at which time one (1) additional license may be permitted for each five thousand (5, 000) residents of the city over the thirty thousand (30, 000) initial threshold. No application for a permit to do business as one of the types of businesses set forth in part A above shall be considered or approved or a permits issued where the total number of permits for that type of business issued and in effect at the time of such application numbers less than one for each five thousand (5, 000) residents according to the latest officially and finally published annual population estimates by the U.S. Census Bureau. In making this computation, fractions of each five thousand (5, 000) residents shall not be considered. For purposes of this section, non-conforming (grandfathered) business shops shall be included for purposes of calculating the number of outstanding permits.

3. Whenever it shall be recognized by the city manager or his/her designee that the release of population projections by the U.S. Census Bureau results in the availability of one (1) or more additional permits, and it is determined by the city manager that one (1) or more additional permits are available, the city shall publish a notice, one (1) time, advising the public of such, and that applications will be received for a period of forty-five (45) days subsequent to the publication.

4. If, during this period, applications are received which exceed the number of newly available permits, there shall be held a lottery, administered by the city manager, to determine the order in which applications shall be processed. Thereafter, the applications shall be processed in the order reflected in the results of the lottery. Once the proceeding of applications has resulted in the issuance of permits up to the limit contained in this chapter, the remaining applications shall be returned to the applicants, unprocessed.

5. If no applications are received during the forty-five-day period after publication, applications shall thereafter be processed in the order in which they may thereafter be received.

(c) Spacing.

1. This code section shall apply to the following types of businesses:

A. hair salons and barbershops

B. nail salons

C. tire shops

D. pawn, title lending and cash for title shops

E. vaper shops

F. thrift stores and consignment shops

G auto shops

H. used appliances shops

I. tattoo shops

J. small box discount stores as defined below

2. To avoid over-concentration, no location for any business listed in part 1 above shall be established on a lot or lots within five thousand two hundred eighty (5, 280) feet of another lot or lots containing an existing such business. The required separation distance must be measured in a straight line from the nearest point on the lot line of the property occupied by such business to the nearest point on a lot line of the other property occupied by such business.

3. For purposes of this ordinance, a small box discount store is a retail store (a) with floor area less than 12, 000 square feet; (b) that primarily offers for sale a combination and variety of convenience shopping goods and consumer shopping goods; and (c) continuously offers and advertises a majority of the items in their inventory for sale at a price less than \$10.00 per item. Small Box Discount Store shall not include the following: (i) drug stores or a convenience stores attached to or collocated with gas stations and (ii) existing flea markets where there is operated a center for shopping among collected vendors selling merchandise to the public

from marketing booths, stalls, tables, benches and similar displays in marketing configurations and arrangements for the sale of new and used merchandise.

(d) Exemption Regarding Acquisition of Existing Businesses

The provisions of this Section 8-8-42 shall not apply to the acquisition of an existing business so long as all other aspects pertaining to the operation and location of the business remain the same.

Section 6. Penalties in effect for violations of the City of Forest Park at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 7. The effective date of this Ordinance shall be the date of its enactment.

SO ORDAINED this _ day of_ , 2020.

Mayor Angelyne Butler

Council Member Kimberiy James, Ward
1

Council Member Dabouze Antoine,
Ward 2

Council Member Hector Gutierrez,
Ward 3

Council Member Latresa Wells, Ward 4

Council Member Allan Mears, Ward 5

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

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 _____, 2020.

Angelyne Butler, Mayor

Kimberly James, Council Member
Ward One

Dabouze Antoine, Council Member
Ward Two

Hector Gutierrez, Council Member
Ward Three

Latresa Wells, Council Member
Ward Four

Allan Mears, Council Member
Ward Five

ATTEST:

City Clerk

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

APPROVED AS TO FORM:

City Attorney

**SERVICE AGREEMENT
BY AND BETWEEN
GLE ASSOCIATES, INC. AND
THE CITY OF FOREST PARK, GEORGIA**

This Agreement ("Agreement") is made and entered into this ____ day of June, 2020 by and between GLE Associates, Inc. (hereinafter, "CONTRACTOR"), and the City of Forest Park, Georgia (hereinafter, "City") (CONTRACTOR and City sometimes referred to herein as "Parties").

W I T N E S S E T H:

WHEREAS, City desires to engage the services of CONTRACTOR to perform for City certain services Pre-Demolition Investigation and Survey of Asbestos & Hazardous Materials (the "Project"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Services.

(a) Subject to the terms and conditions set forth in this Agreement, City hereby retains CONTRACTOR to provide the services set forth in Exhibit A entitled "Proposal Acceptance Sheet" and the Scope of Work set forth in Exhibit B attached hereto and incorporated herein by reference. In the event any of the terms of this Agreement conflict with the terms of Exhibit A, the terms of this Agreement shall govern.

(b) The indemnification provisions set forth in Exhibit A are expressly limited to those permitted on the laws of the State of Georgia.

2. Compensation. CONTRACTOR shall receive compensation from the City as set forth in the attached Exhibit A.

3. Independent Contractor. Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the City an employer, partner, agent of or joint venturer with CONTRACTOR for any purpose. CONTRACTOR shall have no claim against City for vacation pay, sick leave, retirement, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The consideration set forth in the CONTRACTOR shall be the sole payment for services rendered. CONTRACTOR will be responsible for withholding, accruing and paying all income, social security and other taxes and amounts required by law. CONTRACTOR shall also be responsible for all statutory insurance and other benefits required by law. Independent Contractor shall provide City with a completed W-9 form.

4. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties hereby agree that the venue for any lawsuit filed by any person pursuant to this Agreement shall only be in Clayton County, Georgia. Each party hereby irrevocably submits itself to the original jurisdiction of the state and federal courts sitting in or having jurisdiction over Clayton County, Georgia with regard to any controversy in any way relating to the execution, delivery or performance of this Agreement. If any of the provisions of this Agreement shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

(b) CONTRACTOR may not assign this Agreement, in whole or in part, without the prior written consent of City. City may assign this Agreement, in whole or in part, without the prior consent of CONTRACTOR; however, City shall provide CONTRACTOR with prior written notice of any such assignment.

(c) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(f) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

(g) This Agreement, including all exhibits hereto (which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(h) CONTRACTOR shall at all times maintain sufficient liability insurance and payment and performance bonds to cover their services under this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties intending to be legally bond hereby, have executed this Agreement as of the date first above written.

GLE ASSOCIATES, INC.

By: _____

CITY OF FOREST PARK, GEORGIA

By: _____

Exhibit A



PROPOSAL ACCEPTANCE SHEET

Project Proposal for City of Forest Park Pre-Demolition Investigation and Survey of Asbestos & Hazardous Materials

Cost \$20,440.00 **Proposal No./Date/PM** 65439P/6-8-20/KB

PAYMENT OF SERVICES

Charge Invoice to:

Firm _____

Address _____

Zip Code _____

Attention _____

Title _____

Telephone _____

Email _____

REPORT DISTRIBUTION/CORRESPONDENCE

Two reports will be provided for the cost estimate above; additional reports are charged at \$50.00 each. Reports will be sent to:

Firm _____

Address _____

Zip Code _____

Attention _____

Title _____

Telephone _____

Email _____

SPECIAL INSTRUCTIONS

PROPERTY OWNER IDENTIFICATION

Firm _____

Address _____

Zip Code _____

Attention _____

Title _____

Telephone _____

Email _____

PROPOSAL ACCEPTANCE

The Terms and Conditions of this Proposal, including the terms on this page and the reverse hereof are:

Accepted this _____ **day of** _____, **2020**

Print or Type individual, firm or corporate body name

Signature of authorized representative

Print or type name or authorized representative and title

GLE Associates, Inc.

1100 Spring Street NW, Suite 820 | Atlanta, Georgia 30309 | 404-373-3844 | Fax: 404-373-3927
Tampa | Orlando | Ft. Lauderdale | Miami | Jacksonville | Gainesville | Nashville

Standard Terms and Conditions

Services to be Provided: GLE Associates, Inc., an independent consultant, agrees to provide the fee for its sole benefit and exclusive use consulting services set forth in our Proposal.

Definitions: When used herein, the terms "we", "us" or "our" refer to Consultant and the terms "you", "your", "he", "his", "it" and "his" refer to Client.

Right of Entry and Right to Proceed: Client grants a right of entry from time to time to consultant, its agents, staff, consultants, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies and research including without limitation the making of tests and evaluations, pursuant to the agreed services. Client represents that he possesses all necessary permits and licenses required for the continuation of its activities at the site.

Billing and Payment: Unless otherwise indicated in our Proposal, our billing will be based on actual account time, test costs, and expenses. Client agrees to pay invoice upon receipt. Should payment not be received within 30 days, the amount due shall bear a service charge of 1-1/2 percent per month or 18 percent per year, and the cost of collection including reasonable attorney's fees, if so collected by law through an attorney. In lieu of the statutory post judgment rate provided by section 55.03, Florida Statutes, as amended, the interest rate of 1-1/2 percent per month or 18 percent per year shall also apply post-judgment, as permitted by the aforementioned statute. If 1-1/2 percent per month exceeds the maximum allowed by law, the charge will automatically be reduced to the maximum legally allowed. If Client has any objection to any invoice or part thereof submitted by Consultant, he shall so advise us in writing giving his reasons within 14 days of receipt of such invoice. Client agrees it will not exercise any right of set-off or lien under this Agreement, any continuing agreement with Consultant, or any right of set-off provided by law. No deduction shall be made from Consultant's invoice on account of penalty, liquidated damages, or other sums withheld from payments to contractors or others. Payment of the amount shall constitute final approval as to all aspects of the work performed to date as well as the necessary thereof. If the project is terminated in whole or in part then we shall be paid for services performed prior to our receiving or issuing written notice of such termination, in addition to our reimbursable expenses and any shut down costs incurred. Shut down costs may, at our sole discretion, include completion of analyses and records necessary to document our files and protect our professional reputation.

Insurance at Site: We will not be liable for any property damage or bodily injury arising from damage to or interference with structures including without limitation, pipes, tanks, telephone cables, etc., which are not called to our attention in writing and correctly shown on the plans furnished by client in connection with work performed under this Agreement. Client recognizes that the use of test equipment may unavoidably affect, alter, or damage buildings, structures and equipment in, at, or upon the site. Client accepts the fact that this is inherent to our work and will not hold us liable or responsible for any such effect, alteration or damage.

Standard of Care and Warranty: Professional services provided by us will be performed, findings obtained, and recommendations prepared in accordance with generally accepted industry and engineering principles and practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED.

Public Liability: Consultant maintains workers' compensation and employer's liability insurance for our employees as required by state laws. In addition, we maintain comprehensive general liability and auto liability insurance.

A Certificate of Insurance can be supplied evidencing such coverage. We will not be liable or responsible for any loss, damage or liability beyond the amounts, limits, coverage, or conditions of such insurance specified above.

Indemnity: Client and GLE agree to hold harmless and indemnify the other, their respective agents, their respective employees, and their respective subcontractors from and against any and all losses, liabilities and costs and expenses of every kind (including the cost of defense, investigation, settlement, and reasonable attorney fees) to the proportional extent such losses, liabilities and costs and expenses arise out of the negligent acts, errors or omissions or willful misconduct by either party respectively or from any violation of any and all applicable statutes, ordinances, rules and regulations of any government or of any agency by either party respectively. Client shall, in the event of liability arising out of their joint negligence or willful misconduct, indemnify and save each other harmless in proportion to their relative degree of fault.

Limitation of Liability: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND FOR ADDITIONAL CONSIDERATION OF \$100, THE RECEIPT AND SIGNATURE OF WHICH IS HEREBY ACKNOWLEDGED, THE CLIENT AGREES THAT GLE'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT, ANY SECONDARY CLIENTS OR ANY THIRD PARTY DUE TO GLE'S BREACH OF CONTRACT OR NEGLIGENCE PROFESSIONAL ACTS, ERRORS OR OMISSIONS WILL BE LIMITED TO AN AGGREGATE OF

\$50,000 OR THE TOTAL FEES PAID BY CLIENT TO GLE UNDER THE PROPOSAL, WHICHEVER IS LESS. NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES (INCLUDING LOSS OF USE, INCOME, PROFITS, FINANCIAL OR REPUTATION) ARISING OUT OF OR RELATING TO THIS AGREEMENT PURSUANT TO SECTION 558.0035, FLORIDA STATUTES. AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Sampling and Testing Location: The fees included in our Proposal do not include costs associated with surveying of the site and/or facility to determine accurate horizontal and vertical locations of items. If surveying is required cost of surveying will be paid by client. Field tests or sample locations described in our report or shown on sketches are based on specific information furnished by others or estimates made at the field by our personnel. Such determinations or elevations are approximate.

Client Disclosure: Client agrees to advise GLE of any hazardous substances in any condition on or near the site that presents a potential danger to human health, the environment, or GLE's equipment. GLE does not assume control or responsibility for the site or the persons in charge of the site, or undertake responsibility for reporting to any federal, state or local agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local agencies as required by law, or otherwise make timely disclosure of any information that may be necessary to prevent damage to human health, safety or the environment. Client acknowledges that GLE may be required to make such disclosures if Client fails to do so and agrees to hold GLE harmless from any such disclosure.

Scheduling of Services: The services set forth in GLE's proposal will be accomplished in a timely and professional manner by GLE personnel. If GLE is required to delay commencement of the services or if, upon embarking upon its services, GLE is required to stop or interrupt the progress of its services as a result of changes in the scope of work requested by the Client, to fulfill the requirements of third parties, or for other causes beyond the direct reasonable control of GLE, additional charges will be applicable and payable by Client. Should completion of any portion of services be delayed for causes beyond the reasonable control of or without the fault or negligence of GLE, the time of performance shall be extended for a period equal to the delay.

Sample and Waste Disposal: Samples are generally contained and stored during testing and are disposed of immediately upon completion of tests. If Client wishes GLE to retain any test samples, then, at Client's written request, GLE will use its best efforts to retain retrievable samples or the residue therefrom but will for a mutually agreeable time and for an additional charge. GLE reserves the right to refuse storage of any samples. Client agrees that GLE is not responsible or liable for loss of samples retained in storage. If Client requests GLE to continue drilling, testing and/or fluids produced by GLE's activity ("waste"), Client will provide a secure storage location at or near the project site to prevent tampering with the waste. Non-hazardous waste will be disposed of by GLE for an additional charge at an appropriately licensed facility.

In the event that samples or waste contain asbestos, toxic or hazardous substances or contaminants ("contaminants"), GLE will either: (1) retain the samples or waste to Client for proper disposal or (2) using a manifest signed by Client as generator for an additional fee, have the samples or waste transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transporting and disposal of samples of waste. Client recognizes and agrees that GLE is acting as a hauler and not as a waste assessor, site, constructive or operator, to such samples or waste.

Unforeseen Circumstances: If during the performance of services, any unforeseen hazardous substances or contaminants or other unforeseen conditions or occurrences are encountered which, at our sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to that notification, Consultant may: If practicable, in our sole judgment, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal;

- Agree with Client to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or
- Terminate the services effective on the date specified by us in writing.

Documents: Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by us for proper performance of our services. We may rely upon Client-provided documents in performing the services

required under this Agreement; however, we assume no responsibility or liability for new accuracy. Client-provided documents will remain property of Client. All documents, including but not limited to drawings, specifications, reports, field notes, laboratory test data, calculations and estimates prepared by us in instruments of service pursuant to the Agreement, shall be our sole property. Client agrees that all documents of any nature furnished to Client or Client's agents or designers, if not paid for, will be returned upon demand and will not be used by client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by us pursuant to this Agreement be used in any location or for any project not expressly provided for in the Agreement without our prior written permission. If Client uses all or any portion of our work on another project without our permission, Client shall to the maximum extent permitted by law give us harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document we deliver to Client shall be reproduced or distributed, whether for advertising or any other purpose, without our prior written consent. Any such reproduction or distribution shall be at Client's sole risk and without liability or legal expense to consultant.

Field Representative: The presence of our field personnel either full or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by us shall excuse contractor in any way for defects discovered in contractor's work. It is agreed that we will not be responsible for job or site safety on the project and that we do not have the right to stop the work of the contractor.

Alterability: In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions herein shall remain in full force and effect, and binding upon the parties hereto.

Priority Over Farm Agreements/Purchase Orders: The Client agrees that the provisions of this agreement shall control and govern over any orders, purchase orders or work orders or other form writings issued or signed by the parties ("orders"), and such forms shall have no force or effect but may be used by Client to GLE, without altering the terms hereof, solely for the purpose of convenience in rendering services.

Termination: This agreement may be terminated by either party with or without cause upon giving (7) days prior written notice to the other party. This agreement will terminate automatically upon the insolvency of the Client. In the event Client requests termination prior to the completion of the proposed services, Client shall take possession of the premises and the materials and equipment paid for and belonging to Client, and GLE shall be paid for all services performed to the date of termination and for all reasonable costs incurred in project closure.

Consideration: The parties agree the charges for GLE's services are sufficiently adjusted downward to include any specific consideration payable to Client for any indemnities or any other cause requiring specific consideration as required under these Terms and Conditions.

Agency Authority: If GLE is being retained by Client's counsel, such counsel represents that he/she has the authority to bind, and hereby expressly binds Client to these Terms and Conditions.

Survival: All obligations arising prior to the termination of the Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.

Integration: This Agreement and the documents attached hereto and which are incorporated herein, constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

Governing Law: This Agreement and any amendments to it shall be governed in all respects by the laws of the State of Florida. The parties hereby agree that the venue for any lawsuit filed by any person pursuant to this Agreement shall only be in Hillsborough County, Florida. Each party hereby irrevocably submits itself to the original jurisdiction of the state and federal courts sitting in or having jurisdiction over Hillsborough County, Florida with regard to any controversy in any way relating to the execution, delivery or performance of this Agreement. (The parties each had an opportunity to review and negotiate this agreement and this agreement shall not be construed more strictly against any party as drafter.)

F:\WORK FORMS\Standard Terms & Conditions.doc

Exhibit B

Scope of Work

GLE will carry out Investigation and Survey of Asbestos/Hazardous Materials activities as identified within this Scope of Work. All Investigation and Survey of Asbestos/Hazardous Materials activities will be carried out within the boundaries of the City of Forest Park, Georgia.

- Overview: Firm shall investigate residential buildings identified for demolition assigned to it, identify asbestos and hazardous materials that may be present at the project site, quantify the amounts of those materials, and recommend methods for their proper removal and disposal.

The actual removal and disposal of said materials is not a part of this Contract and shall be undertaken by one or more Abatement/ Demolition Contractors. Due to conflict of interest concerns, your Firm shall not be allowed to perform work for as an Abatement/ Demolition Contractor on properties where your Firm performed the Asbestos Survey

- Survey Report: Firm shall conduct a thorough inspection of the affected property for the presence of asbestos and hazardous material prior to any demolition or renovation activity. The survey shall include inspection, identification, and quantification of all friable and Class I and Class II non-friable asbestos containing material and of all suspected hazardous waste, and any physical sampling of materials. The survey shall be documented with the following information and be provided in printed format with the following information:

- The address of the property investigated.
- The name, address, and telephone of the person who conducted the survey.
- Copy of the license of the qualified inspector who conducted the survey.
- The dates the survey was conducted.
- A listing of all suspected materials containing any asbestos or hazardous waste and samples taken. Listing to include sample identification number, the sample location, the sample description, the friability of the sample (asbestos), the sample condition and other comments regarding each sample collected.
- The name, address, and telephone number of any laboratory used to conduct analyses of materials for asbestos and hazardous waste content.
- A list of the test methods used, including sampling protocols and laboratory methods of analysis, test data, and any other information used to identify or quantify any material containing asbestos and/or hazardous waste.
- Photographs of the property, sampling locations, and suspected asbestos containing material and/or hazardous waste.
- Completion of a chain-of-custody form documenting the sample transport process, and submittal of the samples to the laboratory.

- Laboratory results of the samples collected.
- Recommendations for notification required by NESHAP, 40 CFR 61, Subpart M and the Georgia Department of Natural Resources Rules of Asbestos Removal and Encapsulation, Chapter 391-3-14.
- Recommendations and options regarding appropriate methods of abating the asbestos and hazardous material at the site.

RESOLUTION NO: _____

A RESOLUTION BY THE MAYOR AND COUNCIL OF FOREST PARK, GEORGIA AUTHORIZE THAT REMAINING 2017 AND 2018 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS INITIALLY AWARDED FOR THE TOWN CENTER PLAZA AND GOVERNORS DRIVE SIDEWALK PROJECTS BE TRANSFERRED FROM HUD ELIGIBLE ACTIVITIES §570.201(c) PUBLIC FACILITIES AND IMPROVEMENTS TO AN ELIGIBLE ACTIVITY PER §570.201(d) CLEARANCE AND REMEDIATION ACTIVITIES FOR DEMOLITION OF BUILDINGS AND REMOVAL OF ENVIRONMENTAL CONTAMINANTS IN ORDER TO PERFORM ASBESTOS TESTING AND DEMOLISH ABANDONED AND DILAPIDATED APARTMENT BUILDINGS KNOWN AS BRIARWOOD FOREST; AND FOR OTHER PURPOSES.

WHEREAS, the Clayton County Community Development Office of HUD Programs awarded the City of Forest Park Community Development Block Grant (“CDBG”) funds for Program Year 2017 in May 2017 and provided a Notice to Proceed November 2017 for the construction of a restroom facility, known as the Town Center Plaza; and

WHEREAS, the Clayton County Community Development Office of HUD Programs also awarded the City of Forest Park CDBG funds for Program Year 2018 in July 2018 and provided a Notice to Proceed October 2018 for the construction and installation of a sidewalk on Governors Drive; and

WHEREAS, only \$6,500.00 of the PY 2017 program funds has been expended, and fund balances from PY 2015 and 2016 were shifted to the Town Center Plaza; and

WHEREAS, the Clayton County Office of HUD Programs approved a 6-month extension for the 2017 funds which ends June 30, 2020, due to un-readiness of the city to construct a restroom in the center of downtown Forest Park, and

WHEREAS, approximately \$35,510.00 has been expended from PY 2018 funds for the Governors Drive sidewalk, and due to issues with a couple of property owners, as well as the lack of certified staff to sign off on right-of-way documents this project has stalled; and

WHEREAS, HUD regulations have timeliness in spending criteria; and

WHEREAS, it is in the City’s best interest to request a change to transfer the remaining funds to another HUD eligible activity that is a more viable project at this time and still meets HUD’s national objectives upon approval by Clayton County.

NOW, THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF FOREST PARK, GEORGIA, HEREBY RESOLVES, that the Mayor authorizes the remaining 2017 and 2018 Community Development Block Grant funds initially awarded for the Town Center Plaza and Governors Drive sidewalk projects be transferred from HUD Eligible

Activities §570.201(c) Public Facilities and Improvements to an eligible activity per § 570.201(d) Clearance and remediation activities for demolition of buildings and removal of environmental contaminants in order to perform asbestos testing and demolish abandoned and dilapidated apartment buildings known as Briarwood Forest in order to expend the Community Development Block Grant funds awarded to the City of Forest Park.

BE IT FURTHER RESOLVED, that the Mayor or her designee is hereby authorized to prepare any appropriate documents necessary to implement the request specified in this resolution.

BE IT FINALLY RESOLVED, that all resolutions and parts of resolutions in conflict with this resolution are hereby waived to the extent of the conflict.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 15th day of June, 2020.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, Mayor

Kimberly James
Councilmember, Ward One

Dabouze Antoine
Councilmember, Ward Two

Hector Gutierrez
Councilmember, Ward Three

Latresa Wells
Mayor Pro-Tem, Ward Four

Allan Mears
Councilmember, Ward Five

ATTEST:

City Clerk

APPROVED BY:

City Attorney

RESOLUTION NO. _____

SUPPORTING PASSAGE OF HOUSE BILL 426

WHEREAS, according to the Federal Bureau of Investigations, hate crimes across the United States rose by 17 percent in 2017 and remained at heightened levels in 2018 with more than 7,120 incidents reported; and

WHEREAS, Georgia is one of only four states in the United States that does not have any laws on hate crimes; and

WHEREAS, House Bill 426, "Hate Crimes Bill" passed the Georgia House Representatives on March 7, 2019 and is awaiting consideration by the Judiciary Committee in the Georgia Senate; and

WHEREAS, House Bill 426 provides penalties for a person convicted of a crime who intentionally selected any victim or group of victims or any property as the object of the offense because of the actual or perceived race, color, religion, national origin, sexual orientation, gender, mental disability, or physical disability of such victim or group of victims; and

WHEREAS, the Mayor and Council of the City of Forest Park desires to promote the safe and quiet enjoyment of all residents and visitors; and

WHEREAS, in order to protect the health, safety, and welfare of the citizens and visitors of the City of Forest Park, the Mayor and Council of the City of Forest Park desires to express to the Georgia General Assembly its support for House Bill 426,

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

SECTION 1. Expression of Support for House Bill 426. The City of Forest Park expresses its support for passage of House Bill 426.

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

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

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

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

SO RESOLVED this _____ day of _____, 2020.

Mayor Angelyne Butler

Council Member Kimberly James, Ward 1

Council Member Dabouze Antoine, Ward 2

Council Member Hector Gutierrez, Ward 3

Council Member Latresa Wells, Ward 4

Council Member Allan Mears, Ward 5

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO. _____

ADDRESSING POLICE USE OF FORCE POLICIES

WHEREAS, the killings of George Floyd, Breonna Taylor, Ahmaud Arbery, and the loss of far too many Black lives to list, have left our nation anguished and outraged;

WHEREAS, more than 1,000 people are killed by police every year in America;

WHEREAS, Black people are three times more likely to be killed than other ethnic groups;

WHEREAS, this disproportionate impact on Black people impacts the safety and welfare of ALL Americans;

WHEREAS, recent protests across the nation have shown that the overwhelming majority of Americans are united not only in the view that Black Lives Matter, but that important and critical reform needs to occur NOW;

WHEREAS, communities across the nation can take steps and make reforms to combat unlawful or excessive police violence and systemic racism within law enforcement;

WHEREAS, the City of Forest Park is uniquely positioned to introduce common-sense limits on police use of force;

WHEREAS, it is the intent of the Mayor and Council of the City of Forest Park to work to redefine public safety so that it recognizes the humanity and dignity of every person;

WHEREAS, Chief Nathaniel Clark of the Forest Park is already in the process of introducing 21st Century Policing and community policy to the City and is already reviewing the Police Department's policies and procedures;

WHEREAS, the My Brother's Keeper Alliance is calling on Mayors and City Councils across the nation to commit to the following actions:

1. REVIEW police use of force policies.
2. ENGAGE with communities by including a diverse range of input, experiences, and stories in their review.
3. REPORT the review findings to the community and seek feedback.
4. REFORM police use of force policies.

WHEREAS, it is the intent of the Mayor and Council to commit to the My Brother's Keeper Alliance pledge; and

WHEREAS, the Mayor and Council have determined that it is in the interest of the public safety and welfare is best served by taking said pledge;

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

SECTION 1. TAKING THE MY BROTHER'S KEEPER ALLIANCE PLEDGE. The Mayor and Council of the City of Forest Park hereby agrees to commit its resources to:

1. REVIEW police use of force policies.
2. ENGAGE with the residents and business of Forest Park by including a diverse range of input, experiences, and stories in the review of police use of force policies.
3. REPORT the review findings to the community and seek feedback.
4. REFORM police use of force policies.

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

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

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

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

[SIGNAGTURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this _____ day of _____, 2020.

Mayor Angelyne Butler

Council Member Kimberly James, Ward 1

Council Member Dabouze Antoine, Ward 2

Council Member Hector Gutierrez, Ward 3

Council Member Latresa Wells, Ward 4

Council Member Allan Mears, Ward 5

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney